

	& Fenton Re. Further discussion of transcript from 8-1-19 hearing, cost of same, et al			
8/26/2019	Receipt & Review Em from Jeff to Elaine Beeler & Virginia Story Re. Requesting extension to file responses to pending motions	M.D.	.10	\$25.00
8/26/2019	EM Exchanges with Jeff Re. Forwarding Listing Agreement, his review of same and questions concerning, response to same, Jeff's response advising he will not sign, et al	M.D.	.60	\$150.00
8/26/2019	Receipt & Review EM from Heidi Re. Forwarding LF Story regarding items of property requested by Ms. Fenton, et al	M.D.	.10	\$25.00
8/26/2019	Receipt & Review LF Story Re. Items of property requested by Ms. Fenton, questions concerning TV and dehumidifier, et al	M.D.	.10	\$25.00
8/27/2019	EM Exchanges with Virginia Re. Advising Fenton has not signed Listing Agreement, et al	M.D.	.10	\$25.00
8/27/2019	EM Exchanges with Jeff Re. Forwarding LF Story regarding personal property, responding regarding same, et al	M.D.	.40	\$100.00
8/28/2019	Preparation of Order Granting Motion to Withdraw	M.D.	.60	\$150.00
8/28/2019	Revisions to and finalizing of Notice to forward to Jeff Fenton for filing advising the Court he is proceeding pro se	M.D.	.20	\$50.00
8/28/2019	EM Exchanges with Jeff & Mitchell Re. Auctioneer's information	M.D.	.10	\$25.00
8/28/2019	EM Exchanges with Virginia & Mitchell Re. Draft Order to Withdraw	M.D.	.10	\$25.00
8/28/2019	EM to Jeff Re. Forwarding Notice for his review and filing	M.D.	.10	\$25.00
	SUBTOTAL:		31.50	\$7,325.00

Costs

SUBTOTAL:				\$0.00
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Matter Ledgers

8/2/2019	Balance before last invoice			(\$2,000.00)
8/2/2019	Invoice 10085			\$4,275.00
8/11/2019	RSL Check #1448			(\$1,000.00)
8/28/2019	Invoice 10090			\$7,325.00
	SUBTOTAL:			\$8,600.00

Trust Account

8/28/2019	Previous Balance			\$0.00
	Available in Trust:			\$0.00

TOTAL \$7,325.00

PREVIOUS BALANCE DUE \$1,275.00

CURRENT BALANCE DUE AND OWING \$8,600.00

8/28



1200 Villa Place Suite 200
 Nashville, TN 37212
 Phone: (615) 712-6394 | Fax: (615) 647-0672

Account Statement

Prepared for Jeff Fenton

Re: Fenton v. Fenton

Previous Balance	\$390.12
Current Charges	\$2,189.27
New Balance	\$2,579.39
Adjustments	(\$2,000.00)
Payments	\$0.00
Now Due	\$2,579.39
Trust Account	\$0.00



1200 Villa Place Suite 200
Nashville, TN 37212
Phone: (615) 712-6394 | Fax: (615) 647-0672

INVOICE

Jeff Fenton
1986 Sunny Side Drive
Brentwood, TN 37027

Invoice Date: August 28, 2019
Invoice Number: 11955
Invoice Amount: \$2,189.27

Matter: Fenton v. Fenton

Attorney's Fees

8/2/2019	Review Jeff's email RE writing to Judge Holt and Local Media; Discuss same with Rachel Schaffer Lawson and Marty Duke; Email to Jeff advising not to contact Judge and/or media and reserving right to withdraw as counsel.	M.M.	.70	\$136.50
8/2/2019	Review Jeff's email RE writing to Judge Holt and Local Media; Discussions/emails RE same with Rachel Schaffer Lawson and Marty Duke; Email to Jeff advising not to contact Judge and/or media and reserving right to withdraw as counsel.	M.M.	.70	\$136.50
8/5/2019	Review email from Virginia Story RE Jeff's Facebook posts on 8/3 or 8/4; Phone call to Ms. Story's office and discuss situation with assistant Heidi Macy; Draft email response to Ms. Story (not sent); Phone call with Jeff Fenton RE Facebook post, whereabouts of firearms, Jeff's ability to access to firearms, consequences of proceeding pro se, consequences of refusing to cooperate with auction; Phone call with Martha Fenton RE Jeff's emotional and mental state, Jeff's legal options for remainder of case, motion to withdraw and consequences of proceeding pro se; Discuss all with Marty Duke and	M.M.	3.00	\$585.00

	request Marty contact Jeff's friend, Larry Claud, to confirm Jeff's firearms are secure and inaccessible to Jeff and send follow up email to Ms. Story RE same.			
8/6/2019	Review draft Motion to Withdraw, revise and send same to Marty for filing.	M.M.	.20	\$39.00
8/6/2019	Review emails from Heidi Macy RE filed Ex Parte Order of Protection and Order Extending Ex-Parte/Temporary Order of Protection; Discuss same with Marty Duke (concerning review date of 8/29/19).	M.M.	.30	\$58.50
8/6/2019	Review email from Jeff RE continued representation and discuss response with RSL	M.M.	.20	\$39.00
8/13/2019	Review emails from Jeff; Text conversation with Marty Re same and how to proceed with auction of house; Discussion with Landon Re protective action	M.M.	.60	\$117.00
8/14/2019	Phone call with Marty to discuss response and advice to Jeff Re Fawn and Virginia visiting home; Review Marty's draft email Re same and approve; Discuss with Landon and Marty potential Motion to Appoint a Guardian Ad Litem	M.M.	.40	\$78.00
8/15/2019	Review Motion for Violation of Court Order; Draft email to Jeff Re same	M.M.	.70	\$136.50
8/16/2019	Review correspondence between Marty and Virginia Re rescheduling Fawn's walk-through of house	M.M.	.10	\$19.50
8/19/2019	Review emails from Jeff Re appealing default judgments and responding to pending motions; Discuss same with Landon; Draft response email to Jeff; Call with Jeff Re scheduling walk-through, appealing default judgments, explaining order of protection standards and court orders to date, discuss responding to pending motions and confirming Jeff will proceed pro se; Discuss same with Marty and outline acknowledgment for Jeff to sign	M.M.	3.00	\$585.00
8/22/2019	Draft Acknowledgment Re Jeff proceeding pro se	M.M.	1.00	\$195.00
8/27/2019	Motion draft	L.B.	.20	No Charge
SUBTOTAL:			11.10	\$2,125.50

Costs

8/28/2019	Payment convenience fee			\$63.77
SUBTOTAL:				\$63.77

Matter Ledgers

8/2/2019	Balance before last invoice			\$0.00
8/2/2019	Invoice 11940			\$2,390.12
8/3/2019	(Adjustment) Retainer on Acct			(\$2,000.00)
8/28/2019	Invoice 11955			\$2,189.27
SUBTOTAL:				\$2,579.39

Trust Account

8/28/2019	Previous Balance			\$0.00
Available in Trust:				\$0.00

347

TOTAL: \$2,189.27

PREVIOUS BALANCE DUE: \$390.12

CURRENT BALANCE DUE AND OWING: \$2,579.39

8/2

LAW OFFICES OF CHARLES M. DUKE, PLLC

Tax I.D. Number 82-1988828
1200 Villa Place; Suite 201
Nashville, Tennessee 37212
Phone:615-541-1842 | Fax: 615-647-0672

Account Statement

Prepared for Jeff Fenton

Re: FENT-1162: Fawn [REDACTED] Fenton v. Jeff Fenton

Previous Balance	\$0.00
Current Charges	\$4,275.00
New Balance	\$4,275.00
Adjustments	\$0.00
Payments	(\$2,000.00)
Now Due	\$2,275.00
Trust Account	\$0.00

349

8/2



1200 Villa Place Suite 200
Nashville, TN 37212
Phone: (615) 712-6394 | Fax: (615) 647-0672

Account Statement

Prepared for Jeff Fenton

Re: Fenton v. Fenton

Previous Balance	\$0.00
Current Charges	\$2,390.12
New Balance	\$2,390.12
Adjustments	\$0.00
Payments	\$0.00
Now Due	\$2,390.12
Trust Account	\$0.00

350



1200 Villa Place Suite 200
 Nashville, TN 37212
 Phone: (615) 712-6394 | Fax: (615) 647-0672

INVOICE

Jeff Fenton
 1986 Sunny Side Drive
 Brentwood, TN 37027

Invoice Date: August 02, 2019
 Invoice Number: 11940
 Invoice Amount: \$2,390.12

Matter: Fenton v. Fenton

Attorney's Fees

Date	Description	Rate	Hours	Amount
7/26/2019	Review emails and files from Jeff Fenton (10 emails x. 0.1hr); Discuss same with Marty Duke (0.3)	M.M.	1.30	\$253.50
7/29/2019	Review and revise Response to Motion to Auction Real Property; Review emails and attachments from Jeff Fenton.	M.M.	1.70	\$331.50
7/29/2019	Review emails and files from Jeff Fenton (9 emails x. 0.1hr); In-depth review of Motion to Auction Real Property and Motion for Order of Protection (0.6)	M.M.	1.50	\$292.50
7/29/2019	Call with Brittany Gates (prior counsel) to discuss case background information and documents pertinent to responding to pending motions.	M.M.	.60	\$117.00
7/30/2019	Review lengthy emails and files from Jeff Fenton (14 emails x. 0.1hr + 0.5 for "Divorce Synopsis" email and attachments); Respond to Jeff emails and send request for Jeff to submit job applications (4 x 0.1hr).	M.M.	2.30	\$448.50
7/31/2019	Email to Jeff rescheduling meeting (not billed)	M.M.	.10	No Charge
8/2/2019	Attend hearing on Motions for Order of Protection and to Auction Real Property	M.M.	4.50	\$877.50
SUBTOTAL:			12.00	\$2,320.50

351

Costs		
8/2/2019	Payment convenience fee	\$69.62
SUBTOTAL:		\$69.62

Matter Ledgers		
8/2/2019	Invoice 11940	\$2,390.12
SUBTOTAL:		\$2,390.12

Trust Account		
8/2/2019	Previous Balance	\$0.00
Available in Trust:		\$0.00

TOTAL: \$2,390.12
PREVIOUS BALANCE DUE: \$0.00
...CURRENT BALANCE DUE AND OWING: \$2,390.12

... 352



Payment Receipt

\$1,000.00

Schaffer Law Firm PLLC
1200 Villa Place
Suite 200
Nashville, Tennessee 37212
(615) 712-6394

Account Holder
Marsha Fenton
1986 Sunny Side Drive
Brentwood, Tennessee 37027

Payment Summary

Account: eCheck TR
Reference: Fenton V Fenton

Amount Paid: \$1,000.00
Payment Method: eCheck Via THE STATE BANK
Account Number: ****8032
Auth Code: dEgc7ggauY3Y3Tad
Payment Date: August 05, 2019 11:45 pm
Transaction Id: 22686623

Signature

By signing above, I confirm that I am an authorized user of the account being used for this transaction and understand and agree to the terms and conditions of this payment. I also agree to pay and, specifically, authorize to charge my account for the services provided. I further agree that in the event my account becomes invalid, I will provide a new valid account upon request, to be charged for the payment of any outstanding balances owed.



www.schafferlawfirmtn.com
rachel@schafferlawfirmtn.com

353



Payment Receipt

\$4,000.00

Schaffer Law Firm PLLC
1200 Villa Place
Suite 200
Nashville, Tennessee 37212
(615) 712-6394

Account Holder
Marsha Fenton
1986 Sunny Side Drive
Brentwood, Tennessee 37027

Payment Summary

Account:	eCheck TR	Amount Paid:	\$4,000.00
Reference:	Fenton v. Fenton Divorce (Initial Retainer - \$1k TBP Next Week)	Payment Method:	eCheck Via THE STATE BANK
		Account Number:	****8032
		Auth Code:	M1cWugdENgwyJt6
		Payment Date:	July 26, 2019 04:08 pm
		Transaction Id:	22426656

Signature

By signing above, I confirm that I am an authorized user of the account being used for this transaction and understand and agree to the terms and conditions of this payment. I also agree to pay and, specifically, authorize to charge my account for the services provided. I further agree that in the event my account becomes invalid, I will provide a new valid account upon request, to be charged for the payment of any outstanding balances owed.



www.schafferlawfirmtn.com
rachel@schafferlawfirmtn.com

Jeff Fenton

From: Charles M. Duke <marty@mdukelaw.com>
Sent: Monday, August 12, 2019 2:44 PM
To: Jeff Fenton
Subject: FW: Fenton Auctioneer listing agreement
Attachments: 1957_001.pdf
Categories: 5-Email: Present to Court

CLERK & MASTER

2019 AUG 29 AM 9:24

FILED FOR ENTRY

Jeff:

Good afternoon. I hope you had a nice weekend. Please see the attached and the emails below. Please review and advise.

Thanks. Have a good afternoon.
Marty

From: Virginia Story <virginia@tnlaw.org>
Sent: Monday, August 12, 2019 10:46 AM
To: Charles M. Duke <marty@mdukelaw.com>; Mitchell Miller (mitchell@schafferlawfirmtn.com) <mitchell@schafferlawfirmtn.com>
Cc: Heidi Macy <Heidi@tnlaw.org>
Subject: FW: Fenton Auctioneer listing agreement

← DEADLINE FOR COURT ORDER WAS THE 11TH

Marty/Mitchell,

Would you please go over this with Mr. Fenton and see if it meets with his approval.

Also, may we do the walk through on the dates and times I sent to you – 8/13 Tuesday at 2:30 or 8/14 Wednesday at 2:30?

Thanks,
Virginia



Virginia Lee Story
Attorney at Law
136 Fourth Avenue South
Franklin, TN 37064
(615) 790-1778
(615) 790-7468 fax
Virginia@tnlaw.org

EXHIBIT 'X'

****Note**** This e-mail contains **PRIVILEGED** and **CONFIDENTIAL** information. Intended only for the use of the specific individual or entity named above. If you or your employer is not the intended recipient of this e-mail, or an employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any unauthorized dissemination or copying of this e-mail or the information contained in it is strictly prohibited. If you have received this e-mail in error, please immediately notify the person named above at once by telephone. Thank you.

From: Tommy Anderson <tom@tommyanderson.us>
Sent: Monday, August 12, 2019 10:47 AM
To: pmarlin@mcarthursanders.com; Virginia Story <virginia@tniaw.org>
Subject: Fwd: Attached Image

Pat & Virginia,
Please open attached proposal & listing agreement. Thank you for the opportunity to submit.

Sincerely,

Tommy Anderson, Broker/Realtor/Auctioneer
HND Realty
www.HNDREALTY.COM
(615) 969-5819

----- Forwarded message -----

From: <hndcopier@gmail.com>
Date: Mon, Aug 12, 2019 at 10:32 AM
Subject: Attached Image
To: Tommy Anderson <tom@tommyanderson.us>

FILED
WILLIAMSON COUNTY
CLERK
2019 AUG 29 AM 9:23**WELCOME TO OUR HOME! WE ARE GLAD YOU ARE HERE!**

FILED FOR ENTRY _____

We ask that everyone who accepts our hospitality (by entering our home) please adhere to our **HOUSE RULES**, for the benefit of both your experience here and ours, to honor our time together, as well as our relationships with you.

- 1.) **Respect each other's religions.** We are Christians, we believe in God and that Jesus is our Lord and Savior. You are welcome to have different beliefs than us! We have no desire or agenda to push our religious or world views upon you, we just ask that you please have the same consideration and respect for us. We do also ask that you please not perform any non-Christian religious rituals while on our property.
- 2.) **Maintain peace and emotional safety.** This home is Fawn and Jeff's own little paradise, our small piece of Heaven on Earth, our place to escape from all the harsh ugliness, stress, judgment, competition of the world. We ask that you please help protect the emotional climate in our home during your visit, and we shall try to do the same.
 - a. By accepting our hospitality, we ask that you not judge or be critical of our lifestyle. We prefer not to hear recommendations, sarcasm, or rude comments about how you believe that we should or could do things better.
 - b. Specifically, if anyone staying with us for less than a week finds it necessary to clean any portion of our home which obviously hadn't been cleaned or dusted before your visit, this will be interpreted as a critical and rude act. (This does not include helping out with daily tidying like cleaning the dishes, doing your laundry, or picking-up after yourself in the bathroom; all of those acts are appreciated.)
 - c. Similarly, to speak critically about one of us to the other, is to inject poison into the heart of the one that you love. Life is challenging enough without this, so please try to refrain, as we shall likewise.
- 3.) **Please supervise your children.** We do not have a child-friendly house, and we don't know how to watch over kids (our critters are our only "kids!")
 - a. Please supervise children, not as you would in your own home (which is probably already a child-friendly environment), but as needs to be done in our home, so that nothing is damaged or moved.
 - b. We specifically do not want any running and wrestling in our home. If your kids need to burn off some energy, you are welcome to take them outside, and you are responsible for their oversight, care, and safety at all times.
- 4.) **Respect our pets and wild animals.** We love our pets as though they were our children, and our yard is a haven for all sorts of wild creatures. Animals are not toys; they are living, breathing, creatures with emotions and free will. This house and property is their home.
 - a. Please ask permission before attempting to handle or feed any of our pets.
 - b. Please show respect for the animal's feelings while handling.
 - c. Do not chase or harass any wild animals (including insects, lizards, or anything you might consider "vermin"); they are given free-reign to live outside our home, and if found inside, please notify us so that we can safely relocate them.
 - d. Visiting pets who are staying with us will be accommodated to the maximum extent that we reasonably can, but will not be allowed if they are destructive or distressing to the animals who live here.
- 5.) **We prefer that our families stay at our home when visiting Nashville,** because we'll get to spend a lot more downtime together than if you stay at a local hotel. At the same time, we also acknowledge and understand that is only a healthy choice (for everyone involved) when you are satisfied with and can accept our hospitality as it is provided, while respecting these "House Rules" (our personal boundaries) for the emotional benefit and protection of all involved. We hope that our home will remain a safe place, for many fond family memories through the years ahead!

CHANCELLOR MICHAEL W. BINKLEY
Williamson County Chancery Court

EXHIBIT - Z

RE: Fenton v Fenton

Case# 48419B

357

3/13/18, 5:42 PM to Fawn Fenton

Hello.

3/13/18, 5:42 PM from Fawn Fenton

Hello.

3/13/18, 5:51 PM from Fawn Fenton

Sad day today.
I want divorce.
Met with lawyer to fill out papers.
Are you going to let me come home?
Will you damage property?
I sorry.

3/13/18, 5:52 PM to Fawn Fenton

I would like for you to write on paper, everything that you expect for me to do, over the next 90 days, with specific realistic benchmarks, and then sign it.

That way it will end the emotional cyclone, whereby no matter what I do, it is never good enough for you.

Or what happens often, and is even worse, you charge me with a massive task in lieu of "working", then a very short while later you breathe hatred towards me, because I'm not "working" a "regular job".

You flip and flop back and forth, between telling me that you'd be pissed if I got a job this year, because so many other things like the finances, you claim are more important.

Then a day or two later, before I can get much traction, you do a complete 180 and curse me for not "working", and you and your family treat me like a "leach".

I need a very clear list of your expectations of me, along with a reasonable amount of time to complete them in, with your signed commitment that is "my share" for those 90 days. Please!

After which, maybe we'll try the same for another 90 days.

3/13/18, 5:54 PM to Fawn Fenton

Sad day for me too. I filed the deed and registered my car in my name again.

3/13/18, 5:55 PM to Fawn Fenton

I'm never going to hurt you. That's the craziest thing that I've ever heard of.

3/13/18, 5:58 PM from Fawn Fenton

**That's good, ty.
If I come home are you going to yell at me all evening?**

3/13/18, 5:58 PM to Fawn Fenton

I just hope you didn't try to file for an "at fault" divorce, using lies and exaggerating threats, because then I'll have no choice but to tell the truth about everything.

The truth is the only context in which my side of the story makes any sense. No matter how much I want to protect you from the consequences of what you have clearly chosen to do... repeatedly... "buying the lie".

3/13/18, 5:59 PM to Fawn Fenton

That breaks my heart!

3/13/18, 6:02 PM to Fawn Fenton

I guess we know what you spent your Christmas bonus on...

3/13/18, 6:03 PM to Fawn Fenton

No, I won't yell.

3/13/18, 6:03 PM from Fawn Fenton

You and I both tell the truth. This is not about "believing the lie". It's because I can't live with the conflict any more.

3/13/18, 6:04 PM from Fawn Fenton

No I did not spend Christmas bonus on anything.

3/13/18, 6:04 PM from Fawn Fenton

My heart is broken too.

3/13/18, 6:05 PM to Fawn Fenton

It's about money Fawn... I hope you applied for a no fault divorce, instead of trying to blame me.

3/13/18, 6:07 PM from Fawn Fenton

**No it's not.
That's why this is un-resolvable.... you've made up your mind what the "truth" is, and you'll never believe me. You can't see.**

3/13/18, 6:08 PM to Fawn Fenton

If you were trying to apply for an order of protection and kick me out of my own house than that it is completely unfair I hope that's not what you're doing

3/13/18, 6:11 PM to Fawn Fenton

If you want a divorce, then you will get one. I'm no longer interested in reconciling with you, now that I truly understand how deeply your heart has betrayed me.

3/13/18, 6:11 PM from Fawn Fenton

**Not yet. No clear physical threats.
I am afraid of you, though, the yelling and verbal assaults affect me terribly.**

3/13/18, 6:13 PM from Fawn Fenton

I fd up and left my pod plugged in last night, and you found it and deleted a bunch of stuff. You read through my other docs?

3/13/18, 6:14 PM to Fawn Fenton

You have no reason to ever be afraid of me. All that I've tried to do is to protect you and help you reach the desires of your heart.

Any frustration I experienced, was because I had no idea, that you made your mind up months ago! And had already told others that you were divorcing me, while still lying to me, telling me that if I did xyz... we still had a chance.

3/13/18, 6:14 PM to Fawn Fenton

More than anything I feel completely betrayed.

3/13/18, 6:15 PM to Fawn Fenton

Not betrayed angry, just betrayed heart broken, that you've been so two-faced with me. That I was the last one to find out.

3/13/18, 6:17 PM to Fawn Fenton

You told me that you only went to one lawyer for one free consultation, when you schemed behind my back, to hit me as hard as you could, at my lowest possible point.

3/13/18, 6:17 PM to Fawn Fenton

It's like I don't even know you anymore.

3/13/18, 6:18 PM from Fawn Fenton

Yes, I'm so sorry, I did betray you. I have not made up my mind for months, though... I made up my mind on Feb 13, after we got in the fight over my car damage, and I saw how you absolutely would not tolerate me yelling back at you. After that (and the next day) I felt there is no hope, yelling is the only tool you have.

3/13/18, 6:21 PM to Fawn Fenton

That's so unfair! You intentionally, cognitively, chose to push me to my very edge, like some sort of intellectual experiment, then use the results to rationalize betraying me. I don't know who you are, except to look at your family.

You're certainly not the person that I fell in love with, or someone who has even shown me love in a long, long time.

3/13/18, 6:21 PM from Fawn Fenton

I was never planning to "hit you as hard as I could". I originally thought we could come to an agreement for a divorce. But after the car incident, you came completely unglued... texts... emails.... I got genuinely scared of you. I wanted only to keep the peace, because I felt like I didn't know you any more (either) and I didn't know what you were capable of.

3/13/18, 6:23 PM to Fawn Fenton

I need to drive, by cool springs, got emissions control test, went to register of deeds, went to county clerk, looking into opening a safe deposit box, I took your key last night and I no longer want you accessing my PO Box, ever please.

3/13/18, 6:24 PM from Fawn Fenton

I didn't "intentionally cognitively push you to the edge". I honestly didn't know how you would react... i hoped it would make you take a step back to see how damaging and fruitless yelling is.

3/13/18, 6:24 PM to Fawn Fenton

Now I need some money to hire an attorney.... we were SO close.... this is going to cost us both SO much....

3/13/18, 6:27 PM from Fawn Fenton

 I know, may cost me ~~everything~~. But I've decided it's worth it to get away from constantly having conflict at home. I cannot live this way.

3/13/18, 6:27 PM to Fawn Fenton

Fawn, be honest, you cognitively chose to physically escalate confrontations with me for a few months, because you had some crazy idea that would make me back down, when you KNOW that is the exact opposite of how I react to physical threats, getting in my face shouting, pointing, etc... it was all a big science experiment for you.

3/13/18, 6:28 PM to Fawn Fenton

I've told you a hundred times that my heart will do ANYTHING for you, but that you'll never BEAT anything out of me! That's not how I'm wired.

3/13/18, 6:29 PM from Fawn Fenton

No, see, I am being honest but you don't believe me. You've decided what the "truth" is, and nothing I say can convince you otherwise.

3/13/18, 6:30 PM from Fawn Fenton

I am always the deceitful liar, and you know the "truth". The End.

3/13/18, 6:31 PM to Fawn Fenton

I'm merely repeating what you told me, almost verbatim... about your science experiment of escalating conflict to see if I would back down.

I believe in the end, you're telling the truth about conflict being what you hate the most, but we were so close to so much of this stress being gone, and now you've made it 100 times worse...

3/13/18, 6:32 PM to Fawn Fenton

I wish you knew how to dream and speak life to yourself.

3/13/18, 6:32 PM from Fawn Fenton

It's all my fault.

3/13/18, 6:32 PM to Fawn Fenton

That's the one thing that I could never do for you.

3/13/18, 6:34 PM to Fawn Fenton

It's not all your fault, but how this ended is certainly based upon choices that you made, which I had no part in or say about. I never would have chosen to discard you and our family!

3/13/18, 6:34 PM to Fawn Fenton

I'm pulled over on the side of the road... I need to drive before a cop comes.

3/13/18, 6:35 PM from Fawn Fenton

Ok. I want to come home too.

3/13/18, 6:36 PM to Fawn Fenton

Please figure out how you can transfer some cash to me, for your car, do I can hire a good attorney.

Now all out money will go to attorneys... when we were so close.

But you've clearly decided... months ago... I just was the sucker who never saw it coming.

3/13/18, 6:37 PM to Fawn Fenton

Are you serving me papers tonight? Or who will, when?

3/13/18, 6:37 PM from Fawn Fenton

I didn't decide months ago.

3/13/18, 6:37 PM to Fawn Fenton

Right before the scariest health procedure that I've done in years, tomorrow morning.

3/13/18, 6:38 PM from Fawn Fenton

I don't know exactly. .. Friday would be earliest; maybe next week. Waiting for lawyer to get back to me.

3/13/18, 6:41 PM to Fawn Fenton

I believe that you decided a long time ago... but that's my opinion. I need to drive. See you at home. I don't want to argue, do please don't try to rationalize or make me see your side, or understand why our lives will never be the same. Maybe it is worth it to you, and I hope so, but you broke my heart in ways that words can't even explain. It will never be worth it to me! (Because of losing you and my family, not any of the stuff.)

3/13/18, 6:42 PM to Fawn Fenton

So are you blaming me in the papers, or simply seeking a fair no fault divorce?

3/13/18, 6:43 PM to Fawn Fenton

Please put yourself in my shoes, and ask how you would survive this, if you were me.

3/13/18, 6:48 PM from Fawn Fenton

I know, I'm so sorry. I've tried to put up with the conflict for years, because I knew how devastated you would be if we broke up, and I didn't want to do that to you. But I just can't keep going, it's killing me inside.

3/13/18, 6:49 PM from Fawn Fenton

"Irreconcilable Differences."

3/13/18, 6:54 PM to Fawn Fenton

Conflict is always a choice. You can never have conflict without at least two people trying to dominate each other with their opinions.

Without two people committed to changing each other's minds, more than they are committed to the other PERSON.

You know a divorce isn't God's will for us, or the reason that he brought us together.

You want to keep all the good and throw away all the bad, when EVERYONE is a mixture of both good and bad.

That's what you could never accept. That your feelings aren't always accurate. That you are an emotional roller-coaster, especially since menopause began five years ago. You are relationally unable to commit to any path of progress, to believe there is ANY hope, to visualize and walk toward the light.

That breaks my heart! Since there isn't a dang thing that I can do about that!

3/13/18, 6:56 PM to Fawn Fenton

You refused to even TRY counseling.... instead you will throw away everything that we've built, just to go be lonely and hopeless again. How is that better? How is never rolling over to find me in the night, or never hearing my voice again, going to help you be happier?

3/13/18, 7:01 PM to Fawn Fenton

Gotta continue home... so sad! I can't believe that you would ever be afraid that I would hurt you, just because I don't want to be forced out of OUR dream!
I won't ever physically hurt you, I sure hope you're not trying to assassinate my character to help you win points or money in a divorce. Own your 50% of this problem, or at the very least try to seek professional help, or we can together, before throwing our marriage away!

3/13/18, 7:02 PM to Fawn Fenton

But I think it has more to do with your trip to Africa, and how that embarrasses you in front of your family, more than any dumb incident with your car.

3/13/18, 7:04 PM to Fawn Fenton

So how do I get a lawyer? I'm not going to go beg my mom for her last dimes.

3/13/18, 7:04 PM to Fawn Fenton

Kick a man while he is down...

3/13/18, 7:05 PM from Fawn Fenton

You keep guessing and assuming various reasons for my decision, and you don't believe what I say.

3/13/18 7:05 PM to Fawn Fenton

You were all I ever wanted.

3/13/18, 7:07 PM to Fawn Fenton

You haven't told ME anything that comes close to justifying such an extreme, emotionally violent, family and life destroying event, such as a divorce.

3/13/18, 7:09 PM to Fawn Fenton

We certainly won't have "less conflict", unless you just prefer us crying every night and accepting that there is no hope, over just finishing what we started, so we could make it to the other side.

3/13/18, 7:09 PM from Fawn Fenton

It's the arguing. I can't take anymore. If that's not enough "justification" for you, well, you invent whatever other reasons you think.

3/13/18, 7:10 PM to Fawn Fenton

I don't know HOW you can rationalize that it is even possible for our lives to remain so conflict driven, if the greatest source of conflict was completely cured. That's not even rational to me.

3/13/18, 7:12 PM to Fawn Fenton

Then don't argue! What are you afraid of if you simply quit emotionally fighting me? Can it be worse?

3/13/18, 7:17 PM from Fawn Fenton

I have to try to stand up for myself, otherwise everything is your way. You think you know best, and you smother me.

3/13/18, 7:26 PM to Fawn Fenton

Every significant thing that I've ever bought or done was for YOU.

3/13/18, 7:28 PM to Fawn Fenton

That is a childhood wound from your mom, not me.

3/13/18, 7:28 PM to Fawn Fenton

This "sticking-up" for yourself, if that's what you call it, is what Kriss did, I guess.

3/13/18, 7:32 PM to Fawn Fenton

You completely consumed everything that I had, everything that I had to give, now you're discarding me.

3/13/18, 7:33 PM to Fawn Fenton

And somehow you call it "standing-up" for yourself.

3/13/18, 7:35 PM to Fawn Fenton

Just got home, puppy is lonely. Come home, I'm done discussing it for tonight. Can you please sleep in another bedroom? I can clean out the bigger one with my old bed, if you want. I don't expect to be taking that with me.

3/13/18, 7:35 PM to Fawn Fenton

So which attorney did you settle on?

3/13/18, 7:38 PM from Fawn Fenton

Ok.

3/13/18, 7:39 PM to Fawn Fenton

I hope you didn't assassinate my character, and make any dumb statements about one of my rants, which you know are just that. Wanting to say anything that will stir your heart, but completely unable to reach it.

3/13/18, 7:42 PM to Fawn Fenton

If you tried to portray a "one-off" fit as your daily reality, that would be so damaging, unnecessary, and untrue. Then you've started a massive brawl rather than seeking less conflict and more peace.

Please tell me that you didn't force me into that corner, to need to defend myself?

3/13/18, 7:43 PM to Fawn Fenton

Even in divorce, I will give you far more than you'll ever be entitled to take from me!

3/13/18, 7:44 PM to Fawn Fenton

It breaks my heart though!

3/13/18, 7:46 PM to Fawn Fenton

The misrepresentation, the carnage, the purposeless character assassination, Please let's both agree not to go that route!

3/13/18, 7:46 PM to Fawn Fenton

That only furthers Satan's desire to destroy us both!

3/13/18, 7:48 PM to Fawn Fenton

What happens if you back any creature in the world into a corner, while charging at them? Even our cute little possums.

3/13/18, 7:49 PM to Fawn Fenton

We can get divorced. You can buy me out of the house. We can try to workout something fair between us, just let's try to part as friends.

3/13/18, 7:51 PM from Fawn Fenton

Really? You'd cooperate?

3/13/18, 7:52 PM to Fawn Fenton

Everyone in your family thought that I did the right thing with your job, except you hated ME for it. That's when this began to evolve into something worse.

3/13/18, 7:52 PM from Fawn Fenton

I would want to stay your friend, there is so much i really do love about you, but I can't live with you any more.

3/13/18, 7:53 PM to Fawn Fenton

I'll work with you if you don't attack me. Otherwise you leave me little choice except to lay my life down for you, and I've already done that once... it hurts!

3/13/18, 7:55 PM to Fawn Fenton

That's so nuts! I don't know if I could "stay" your friend, but at least I'd like to part that way.

3/13/18, 7:55 PM to Fawn Fenton

I really hope they find a big brain tumor tomorrow!

3/13/18, 7:56 PM to Fawn Fenton

I'd rather just die right here at home than need to figure out what is next.

3/13/18, 7:57 PM to Fawn Fenton

I don't want to leave.

3/13/18, 7:58 PM to Fawn Fenton

I don't have anywhere else to go.

3/13/18, 7:58 PM to Fawn Fenton

I gambled everything on this.

3/13/18, 7:58 PM from Fawn Fenton

I thought you would hate me for this, and you would make me as miserable as possible to get back at me.

Projecting →

3/13/18, 7:59 PM to Fawn Fenton

Your family won!

3/13/18, 7:59 PM to Fawn Fenton

You obviously don't even know who I am.

3/13/18, 8:00 PM to Fawn Fenton

My grandmas painting, my grandpas pool table,

3/13/18, 8:00 PM from Fawn Fenton

You forced me to choose. So yes, my family won.

3/13/18, 8:00 PM to Fawn Fenton

I'm never going to take them with me.

3/13/18, 8:01 PM to Fawn Fenton

I didn't force you. You were supposed to be my wife! They've had their chance at mates!

3/13/18, 8:02 PM to Fawn Fenton

Now we get to be just as miserable!

3/13/18, 8:02 PM to Fawn Fenton

You wouldn't have chosen them over me in the beginning.

3/13/18, 8:02 PM to Fawn Fenton

You wouldn't have!

3/13/18, 8:03 PM to Fawn Fenton

You probably would have agreed with me.

3/13/18, 8:04 PM from Fawn Fenton

That was 13 years ago. A lot has changed.

3/13/18, 8:04 PM to Fawn Fenton

I'm not going to tell anyone about this. Not my mom, not anyone. So please don't tell anyone I'm forced to see, like our neighbors, until I am gone forever.

3/13/18, 8:05 PM to Fawn Fenton

Once I figure out where to go and how to support myself again.

3/13/18, 8:06 PM to Fawn Fenton

You weren't supposed to leave me and cleave to your family. That is the opposite of what the Bible teaches.

3/13/18 8:06 PM to Fawn Fenton

It was time to leave them and cleave to me.

3/13/18, 8:08 PM to Fawn Fenton

If you put anything hurtful or damaging in the divorce papers, please have that part taken out, before I am served, and we can skip the whole destroying each other part.

3/13/18, 8:08 PM from Fawn Fenton

I really really tried to cleave to you, but the conflict has always been toxic to me. I can't take any more.

3/13/18, 8:09 PM to Fawn Fenton

Just make it unreconcilable differences, and we can try to figure out terms. It will never help me give you more to have some asshole lawyer trying to beat it out of me. Then it's just a sport, and you mean a lot more to me than that.

3/13/18, 8:10 PM to Fawn Fenton

We were on the hardest fucking year! When you need to cleave the most, not the least!

3/13/18, 8:11 PM to Fawn Fenton

You haven't really tried to cleave to me for a long, long time.

3/13/18, 8:12 PM to Fawn Fenton

You would buy food, cook something, or try to do something that you thought that you ought to do. You have served me often, but I can't remember the last time that you cleaved to me.

3/13/18, 8:12 PM from Fawn Fenton

Ok i will call lawyer tomorrow and tell him I want to revise the petition, if you will try to work with me.

3/13/18, 8:13 PM to Fawn Fenton

Ok... no mean shit! We don't need to destroy each other more than we already have and are.

3/13/18, 8:15 PM to Fawn Fenton

Now try to figure out how I can have a life again, and I won't even hire an attorney, if you can be fair.

3/13/18, 8:17 PM to Fawn Fenton

But I never want to hear from your attorney, negotiate with him, or talk to him. I never want to need to tell him, or anyone else my story. I'll only negotiate peacefully with you.

3/13/18, 8:19 PM to Fawn Fenton

If someone comes at me hard, I have nothing left that I care about, to lose. It's conflict for sport then, and still I'll never physically harm you or our pets... that was such bullshit!

3/13/18, 8:19 PM from Fawn Fenton

Ok. Thank you. I was truly afraid you would be blinded by rage and hurt, (understandably so).

Projecting →

3/13/18, 8:20 PM to Fawn Fenton

I'm the gentle est person that you've ever known with pets, I couldn't believe you would say such hurtful things about me!

3/13/18, 8:21 PM to Fawn Fenton

I am hurt... my family and my life just ended... but that never causes me to want to hurt the ones I love. I don't understand why nobody gets that.

3/13/18, 8:23 PM from Fawn Fenton

I didn't say anything, you said everything yourself. I never ever thought you might hurt me, until now; after the texts and emails, i thought you might be capable of anything.

3/13/18, 8:28 PM to Fawn Fenton

If you sue me for a divorce, than I must get an attorney, and regardless of what outlandish claims you make, and the shit I'm forced to resort to in order to even somewhat fairly defend myself, we all know that in the end you are going to HAVE to pay both our legal fees, because I don't have any money.

Surely it's not going to be to your benefit for me to be forced to justify why I have no job, credit, or money to the courts. So don't put me in that position!

You think up what is a FAIR offer all on your own (without dickhead attorney), then you present it yourself to me, and we discuss the pros and cons for us each.

When we have agreement (hopefully in a few weeks), then we'll go to same attorney together, even if different one, and do cheap "no fault" divorce.

3/13/18, 8:29 PM to Fawn Fenton

Fighting in courts takes MONTHS and the only ones it benefits are the attorneys.

3/13/18, 8:30 PM to Fawn Fenton

I don't want to spend the last of our time together that way.

3/13/18, 8:30 PM to Fawn Fenton

Just try to figure out what happens to me...

3/13/18, 8:32 PM to Fawn Fenton

I can't chat anymore... crying too hard, can't breathe, need to see pets while I can, and phone battery about dead. Thanks

3/13/18, 8:33 PM from Fawn Fenton

Ok. I actually had been trying to think of a reasonable offer for you at first (before the texts) so it won't take me long to do that now.

3/13/18, 8:34 PM to Fawn Fenton

Just fire your attorney, have him return the rest of your retainer, and we'll get cheap \$700 divorce, once we figure out how to fairly split stuff, without publicly airing dirty laundry and destroying each other. Please.

3/13/18, 8:34 PM from Fawn Fenton

Ok. Me crying too.

3/13/18, 8:35 PM to Fawn Fenton

We'll get an "us" attorney, just like this used to be an "us" house and an "us" family.

3/13/18, 8:39 PM from Fawn Fenton

My attorney can do it. Initial retainer is non-refundable. (Two attorneys actually, partners.)

3/13/18, 8:39 PM to Fawn Fenton

I bet Ken is excited! And your mom!

3/13/18, 8:41 PM to Fawn Fenton

I don't want to speak to attorneys, go to court, or have anything damaging said about either of us.

3/13/18, 8:42 PM from Fawn Fenton

I was so convinced you were going to try to destroy me, I was too afraid to ask you for an agreement.

3/13/18, 8:42 PM to Fawn Fenton

You and me work it out, then I don't care who writes it up, but they must change roles to be a "facilitator", rather than being your "agent", while I have no legal representation.

3/13/18, 8:43 PM to Fawn Fenton

You don't even know who I am, sadly.

3/13/18, 8:47 PM to Fawn Fenton

Only reason I deleted tax docs off your drive today, is because they were unencrypted... openly exposed.... removed from our home encryption server and left out in the open.

I left everything else which appeared to be your calculations, summaries, drafts, divorce work, etc...

Not trying to remove damaging stuff, as obviously your brother has helped you, along with his email he setup for you.

I feel betrayed by him too, after what you just told me that he and your dad said about sticking it out last weekend.

3/13/18, 8:49 PM to Fawn Fenton

But more than anything, it all just broke my heart, and showed me how far off my bartomeyer is with where you are at.

3/13/18, 8:51 PM to Fawn Fenton

The exact reasons that I've been freaking out and blocking you out of the server was dead on, but sadly a couple months late. Some of those correspondences date back to January.

3/13/18, 8:51 PM from Fawn Fenton

That's been hard for me for a long time.... you always thought you knew where my heart was, but you didn't, and no matter what I said, you couldn't hear me.

3/13/18, 8:52 PM to Fawn Fenton

It broke my heart, but I knew I had to file the deed and title before you served me papers, because then you're legally paralyzed.

3/13/18, 8:53 PM from Fawn Fenton

Filing deed and car is fine. Doesn't really change anything.

RECEIVED BY
Judge Chambers
Date 8-29-19

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

CLERK & MASTER

FAWN [REDACTED] FENTON,)
Plaintiff/Wife,)
)
vs.)
)
JEFFREY RYAN FENTON,)
Defendant/Husband.)

2019 AUG 29 PM 2:34

FILED FOR ENTRY 8-29-19

No. 48419B

ORDER FROM AUGUST 29, 2019 HEARING

EX PARTE ORDER OF PROTECTION EXTENDED PENDING FINAL HEARING, RESETTING MOTION FOR VIOLATION OF ORDER OF PROTECTION, WAIVING MEDIATION AND SETTING FINAL HEARING, ORDER TO VACATE AND ORDER ALLOWING WIFE TO SIGN ALL NECESSARY CONTRACTS TO COMPLETE THE SALE OF THE MARITAL HOME AND CLOSING

This matter came on to be heard on the 29th day of August, 2019 before the Honorable Michael W. Binkley, Judge holding Court for the Chancery Court of Williamson County, Tennessee, upon Wife's Motion for Violation of Ex Parte Order of Protection and for Date Certain for Walk Through of House and Motion for Scheduling Order. It appearing to the Court based upon arguments of counsel, statements of Husband representing himself Pro Se, and the record as a whole that the following shall be the Order of this Court.

It is therefore **ORDERED, ADJUDGED and DECREED** that the Husband was again advised of the risks of proceeding Pro Se and that he is required to comply with the rules just as an attorney is required. Husband acknowledged that he understood and wishes to proceed Pro Se. The Motion for Violation of the Order of Protection will be continued pending further Orders of the Court as Husband had filed a very lengthy response on the morning of the hearing being August 29, 2019. The Motion for Violation of the Order of Protection will be reset with the Final Hearing in this cause set for October 21, 2019 at 9:00 a.m. The Motion for Scheduling Order and to Waive Mediation in this cause is appropriate and the same is granted.

The Ex Parte Order of Protection shall remain in full force pending further hearing in this cause set for October 21, 2019 at 9:00 a.m. The form "Order Extending Ex Parte/Temporary Order of Protection" shall be executed and forwarded to the appropriate authorities.

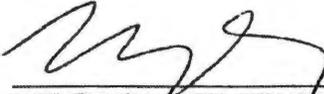
Husband signed the listing agreement for the martial home with the Auctioneer, Mr. Tommy Anderson, on August 29, 2019. Wife shall be allowed to sign any further contracts to effectuate the sale and closings of the property located at 1986 Sunnyside Drive, Franklin, TN 37069. Husband shall vacate the martial home on or before September 3, 2019 at 12:00 noon. The Williamson County Sheriff's Office shall have a deputy on standby to ensure that Mr. Fenton is vacated and that he only takes with him his personal clothing, his jewelry and effects such as his toiletries and medication. Mr. Fenton shall not remove any further furnishings or personal property. Husband is admonished that he is under a Restraining Order pursuant to the Statutory Injunction entered upon the filing of the Complaint for Divorce as of June 4, 2019. Mr. Fenton filed a Notice with the Court to allow him to file pleadings Pro Se and in the pleadings filed with the Court he acknowledged that he had sold a TV gifted to his Wife from her brother for \$1,000 and that he had sold a commercial dehumidifier which was at the marital residence for \$2,500. These amounts will be accounted for at the Final Hearing and any other property sold will also be addressed at the Final Hearing. No further property will be removed by Mr. Fenton and he shall tag all items that he would like the Court to consider to be awarded to him. Any items that he does not wish to retain shall be sold at auction or Wife may retain. Pursuant to the Court Order, Wife has tagged the items that she would request to be awarded when she conducted the walk through pursuant to the Court Order from the August 1, 2019. (Order entered by Court on August 14, 2019.) The auction will take place pursuant to said Order of August 14, 2019 which is to be 45 days from August 1, 2019 with all proceeds to be deposited into the Clerk's office.

All other matters are reserved pending further Orders of this Court.

ENTERED on this 29th day of August 2019.


MICHAEL W. BINKLEY, JUDGE

APPROVED FOR ENTRY:


VIRGINIA LEE STORY; BPR #11700
Attorney for Plaintiff/Wife
136 Fourth Avenue South
Franklin, TN 37064
(615) 790-1778
virginia@tnlaw.org

Michael W. Binkley
Circuit Court Judge/Chancellor
21st Judicial District, Division III

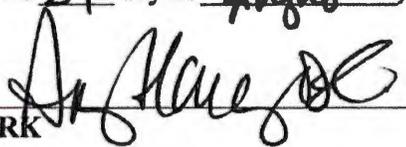
CERTIFICATE OF SERVICE

I certify that a true and exact copy of the foregoing was sent courtesy copy to Mr. Jeffrey Fenton, Defendant Pro Se, at 1986 Sunnyside Drive, Brentwood, TN 37027 on this 29th day of August, 2019.


VIRGINIA LEE STORY

CLERK'S CERTIFICATE OF SERVICE

I certify that a true and exact copy of the foregoing was sent courtesy copy to Mr. Jeffrey Fenton, Defendant Pro Se, at 1986 Sunnyside Drive, Brentwood, TN 37027, and to Virginia Lee Story, Attorney for Wife, at their respective addresses, on this 29 day of August, 2019.


CLERK

ORDER EXTENDING EX-PARTE/TEMPORARY ORDER OF PROTECTION

Case No. 48419B
Court Chancery
County Williamson Tennessee
2023 AUG 29 PM 2:35

FILED FOR ENTRY 82919

PETITIONER/PLAINTIFF

Fawn Tiffany Fenton
First Middle Last

PETITIONER/PLAINTIFF IDENTIFIERS

1-22-73
Date of Birth of Petitioner

Minor Children Protected Under this Order:

V.

RESPONDENT

Jeffrey Ryan Fenton
First Middle Last

Relationship to Petitioner Husband
Address & Phone No. 1986 Sunnyside Dr. Franklin, TN 37069

Respondent's Employer Self-employed Distinguishing Features: _____

RESPONDENT IDENTIFIERS

SEX		<u>5'9"</u>		
	<u>M</u>	<u>240</u>		
EYES	HAIR	<u>Caucasian</u>		
<u>Blue</u>	<u>Black/Gray</u>			

It appearing to the Court that: (check all applicable)

- The Respondent was not served with the Ex Parte Order of Protection and law enforcement is requested to RE-ATTEMPT to serve the Respondent prior to the hearing date of _____.
- The parties have agreed to continue this matter to the 21st day of October 2019 at 9 o'clock (a.m.) p.m. Failure of the Petitioner to appear on that date could result in the petition being dismissed. Likewise, failure of the Respondent to appear on that date could result in the granting of the Petitioner's petition. The parties have also agreed to extend the Ex Parte Order of Protection

3.21.19

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until this hearing date. Respondent specifically waived the right to have a full hearing on the Ex Parte Order of Protection within fifteen days of issuance of the Ex Parte Order of Protection.

It is necessary for the Court to consider the evidence presented during the hearing on the Ex Parte Order of Protection and the Ex Parte Order of Protection should be continued in full force and effect until the Court enters its final decision on the request for an Order of Protection. Said final decision on the request for an Order of Protection will be entered on or before October 21, 2019.

On the request and granting of the request of the Respondent to obtain counsel, the Ex Parte Order of Protection entered in this matter will remain in full force and effect until the hearing scheduled for the _____ day of _____ at _____ o'clock _____ a.m./p.m. Respondent specifically waived the right to have a full hearing on the Ex Parte Order of Protection within fifteen days of issuance of the Ex Parte Order of Protection.

Other:

Pursuant to hearing on August 29, 19
this Ex Parte Remains in full force
and effect pending Oct. 21, 19.

IT IS THEREFORE ORDERED that the Ex Parte Order of Protection entered in this matter on the _____ day of _____, 20__ is extended and will remain in full force and effect until a hearing on the 21st day of October, 2019 in the courtroom of the Chancery Court of Williamson County, Tennessee.

It is further ordered that the clerk of court is to immediately serve the parties or their counsel and the Williamson County Sheriff's Dept (law enforcement agency) with a stamp filed copy of this order and enter a certificate of service of the same.

Entered this 29th day of August, 2019.

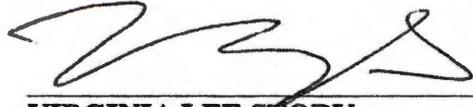

Michael W. Binkley
Judge Circuit Court Judge/Chancellor
21st Judicial District, Division III

3.21.19

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CERTIFICATE OF SERVICE

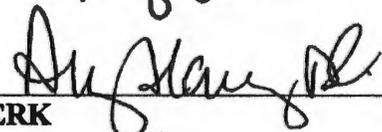
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VIRGINIA LEE STORY

CLERK'S CERTIFICATE OF SERVICE

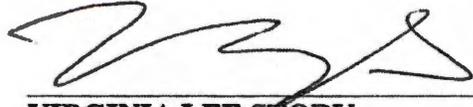
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CLERK

CERTIFICATE OF SERVICE

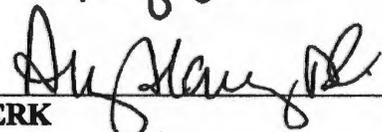
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CLERK

CAR COVER	TAN COVER MADE FOR LE...RE	\$ 50.00
2. Furniture/Electronics		\$ 3,535
QUEEN BED & FRAME	LYLA FOAM MATTRESS WITH DARK WOOD FRAME	\$ 300
SCREEN ROOM DIVIDE	BROWN WOOD 4-PANEL	\$ 100
MASTER CHAIR	BLUE/GRAY PLUS MICROFIBER	\$ 50
LINEN HAMPERS	BROWN WICKER (2)	\$ 40
FLOOR LAMP	BRASS (BEDROOM)	\$ 25
OFFICE DESK SET	2 L-SHAPED GLASS TOP DESKS	\$ 200
OFFICE DESK CHAIRS	CLOTH & VINYL SWIVEL CHAIRS	\$ 50
FLOOR LAMPS	(2) SATIN NICKEL (OFFICE)	\$ 30
GRAY FILING CABINET	SHORT-MATCHES DESK (OFFICE)	\$ 30
FILING CABINETS	(2) HON BLACK METAL FULL-SIZE	\$ 40
RED SECTIONAL	3-PIECE WITH 3-MATC PILLOWS	\$ 350
LARGE RUN & PADDING	BENEATH SECTIONAL IN FAM/RM	\$ 100
ENTERTAINMT CENTER	ESPRESSO WOOD	\$ 300
END TABLE	ESPRESSO WOOD w/ DRAWERS	\$ 100
COFFEE TABLE	ESPRESSO TRIANGULAR GLASS	\$ 100
FLOOR LAMP	SATIN NICKEL (FR)	\$ 30
LR COUCH & CHAIR	TAN PLUSH w/ TILE END TABLE & 2-TABLE TOP LAMPS	\$ 200
LAMP STAND	IVORY BROKEN-SLAB	\$ 50
BOOKSHELVES	BLACK COMPOSITE	\$ 25
TV-TRAY SET	(4) NATURAL WOOD COLOR	\$ 25
DINING ROOM SET	WOOD TABLE & 6-CHAIRS	\$ 200
FRAMED ARTWORK	SOAR LIKE EAGLES	\$ 50
FRAMED ARTWORK	BOBCAT & BIRD UP TREE (DAD)	\$ 25
SAMSUNG 40" TV	ON ENTERTAINMENT CENTER	\$ 150
MISC INPUT DEVICES	REMOTES, KEYBOARDS, MICE...	\$ 65
CANON CAMERA	80D, 2 LENSES, CASE, ACCESS	\$ 400
MANFROTO TRIPOD	055 XPROB TRIPOD w/ 229 HEAD	\$ 150
MANFROTO TRIPOD	FREE FLOATING FOR VIDEO	\$ 100
MOULTRIE 180I	GAME CAMERA w/ EXT BATTERY	\$ 100
CYBERPOWER UPS(S)	MISC UNINTERRUPTIBLE POWER SUPPLIES & SURGE PROTECTORS	\$ 150

3. Household goods		\$ 3,320
DISHES, GLASSES, CROK, PANS, UTINCILS, CULTERY, FLATWARE	ASSORTED KITCHEN EQUIP FOR PREPARING, SERVING, STORING, EATING FOOD	\$ 200
MICROWAVE	GE (WHITE)	\$ 25
SERINITY PRAYER	PLAQUE OVER STOVE	\$ 20
SHARK VACCUUM	ROCKET DUO w/ ATTACHMENTS	\$ 75
CLEANING SUPPLIES	MISC BROOMS, MOPS, BUCKETS, SCRUB BRUSHES, SOAPS, DETERGENTS, CHEMICALS	\$ 50
TOILETRIES	PAPERS, PERSONAL HYGIENE	\$ 50
TOILETRIES (SURPLUS)	TOILET PAP, PAP TOWELS, KLEENEX	\$ 75
DEHUMIDIFIER	SANTA FE "MAX DRY" 155	\$ 1,000
LAWN MOWER	HONDA HRX217HYA	\$ 150
GAS TRIMMER	STIHL FS250R	\$ 100
CHAIN SAW	STIHL MS391	\$ 200
DEWALT CHOP SAW	DEWALT DW705	\$ 100
DEWALT 18V KIT	KIT: DW4CPK2 WITH CORDLESS DRILL DW959, RECIP SAW DW938	\$ 100
PROTECTIVE HELMET	STIHL HELMET & FACE SHIELD	\$ 25
ROLLING TOOL CHEST	CRAFTSMAN RED 10-DRAWER	\$ 125
ALL TOTES IN CRAWL SPACE & HOUSE	TOTES BOTH BLACK AND GRAY, WITH CONTENTS AND EMPTY	\$ 300
HAND TOOLS	ASSORTED HAND TOOLS OF ALL KINDS, SOCKETS, WRENCHES, SAWS, SHEETROCK, PAINTING, ELECTRICAL, PLUMBING, HOUSEHOLD MAINT & LT CONST	\$ 350
MISC BLUNT TOOLS	MISC HAMMERS, PRY BARS, SLEDGEHAMMERS, AXES, SHOVELS, RAKES, YARD HAND TOOLS	\$ 125
REGENT WORK LIGHTS	(3) ORANGE WORK LIGHTS	\$ 50
MISC POWER CORDS	EXT CORD REELS - ALL SORTS	\$ 100
MISC HARDWARE & ELECTRICAL SUPPLIES	CAT-5 CABLE, ELECTRICAL WIRE, LOOSE HARDWARE FITTINGS, ETC	\$ 50
RIGID WET/DRY VAC	RIGID 6.25 HP 16-GAL	\$ 30
FURNITURE DOLLYS	2 GROUND LEVEL DOLLYS	\$ 20

389

4. Bank Accounts	Bank Name	Balance
NONE OTHER THAN LISTED ON PAGE-1	N/A	N/A
5. Other		\$ 1,180
SENEGAL PARROT	PET BIRD NAMED "KIWI"	\$ 100
6. Cash		\$ 107
7. Tools of the Trade (Things I need to earn a living)		\$1,900
CABLE MODEM	MOTOROLA (MODEL MB8600)	\$ 50
ROUTER & ACCESS PT	(2) ASUS (MODEL AC1900)	\$ 100
UNINTERRUPTIBLE POWER SUPPLY	(2) CYBERPOWER (MODEL 1500PFCLCD)	\$ 100
DELL 24" MONITORS	MODELS SP2309W & ST2320L	\$ 100
DELL OPTIPLEX 380	DESKTOP COMPUTER (WIN-7)	\$ 150
DELL OPTIPLEX 755	DESKTOP COMPUTER (WIN-XP)	\$ 100
HP PAVILION HPE-500Y	DESKTOP COMPUTER (WIN-10)	\$ 150
DVI KVMP SWITCH	ATEN CUBIQ (MODEL CS1644)	\$ 50
MULTIMEDIA SPEAKER	HARMAN KARDON SOUNDSTICKS	\$ 50
FUJITSU SCANNER	SCANSNAP IX500 DUPLEX DOC	\$ 150
BROTHER LABEL MKR	P-TOUCH PRO XL	\$ 60
WIRELESS HEADSET	PLANTRONICS (MODEL CS351N)	\$ 30
CORDED HEADSET	PLANTRONICS (MODEL T20RA)	\$ 30
DESKTOP TELEPHONE	PAN 4-LINE (MODEL KX-TG4000B)	\$ 50
NETWORK PRINTER	RICOH AFICIO LASER (SPC410DN)	\$ 350
AUSU NOTEBOOK	ASUS MODEL 305C	\$ 150
SHREDDER & TRASH	PAPER SHREDDER& TRASH CANS	\$ 30
WD PASSPORT & BOOK	USB BACKUP DRIVES	\$ 100
DELL POWER EDGE	SC1420 SERVER (WINDOWS 2003)	\$ 100

② Read below then sign:

I declare under penalty of perjury under the laws of the State of Tennessee that:

- The information on this form is true to the best of my knowledge.
- The information I provided is a correct and complete list of all of my income and assets to be protected.

Defendant/Debtor

Signs here: [Signature] Date: 9/18/2019

Sworn to and subscribed before me this 18th day of September, 2019.

[Signature]
Deputy Clerk or Notary Public

JOSHUA ORVIS
NOTARY PUBLIC, STATE OF MICHIGAN
COUNTY OF GENESEE
MY COMMISSION EXPIRES AUG 24, 2024



Certificate of Service

(How I gave this paper to the Plaintiff/Creditor)

I certify that I (check one box)

hand delivered or

mailed by first-class mail, properly addressed, a true and correct copy of this paper to the person listed below at the address below:

ATTORNEY VIRGINIA LEE STORY

Name of Who You Are Giving This To (The creditor's lawyer or the creditor if no lawyer)

136 FOURTH AVENUE SOUTH, FRANKLIN, TN 37064

Address of the Lawyer or the Creditor (Include City, State and Zip Code)

on 9/19/2019
(Date you mailed/hand-delivered the copy)

[Signature]
Sign Your Name

IMPORTANT!

The court and clerks are not allowed to give you legal advice, even if you don't have a lawyer. This form is a public record. It is not legal advice. The law may change and it is

Bring the original and 2 copies of this form to the Court Clerk to be date stamped.

Give the original to the Court Clerk.

Bring a stamped envelope addressed for each plaintiff to the Court Clerk. Mail one copy to the lawyer or if there is no lawyer, mail it to the plaintiff or company that sued you. Keep one copy for yourself.

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

2019 SEP 26 PM 12:37

FAWN [REDACTED] FENTON,)
Plaintiff/Wife,)
)
v.)
)
JEFFREY RYAN FENTON,)
Defendant/Husband.)

FILED FOR ENTRY _____

No. 48419B

MOTION TO SELL REMAINING CONTENTS OF MARITAL RESIDENCE

COMES NOW the Plaintiff/Wife, Fawn [REDACTED] Fenton (hereinafter "Wife"), by and through her attorney of record, Virginia Lee Story, and files this Motion to Sell the Contents of Marital Residence and in support of her Motion, would state as follows:

1. This Court entered an Order on August 29, 2019, in which Husband was ordered to vacate the marital residence on or before September 3, 2019 at noon in order for the house to be prepared for auction. The Court entered an Order on August 6, 2019 to auction the property however Husband was dragging his feet in getting packed although he had over thirty (30) days and is not employed outside the home to move and pack his items.
2. As stated above, Husband had the between August 1-29 to pack and move all of the items that he wished to retain from the marital residence. However, because Husband continued to delay the process, this Court entered the August 29, 2019 Order setting Husband's move out date to September 3, 2019 and restricted what items he was able to remove from the home. Pursuant to that Order, Husband was to remove only his personal items (i.e. clothing, toiletries, jewelry and medication) and was to tag any remaining items that he wished to be awarded at the Final Hearing. However, instead of complying with the Court Order he again delayed and continued to write lengthy

V LAD

emails about why he could not pack his items and addressing wild animals on the property and conditions of the home that were irrelevant to the process of his packing and vacating.

3. Despite having five (5) days following the August 29, 2019 hearing to get his personal items packed and tag any other items he wished to retain, Husband left the home in a state of disarray after having to be forcibly removed by the Sheriff's Department on September 3, 2019. Husband continued to send lengthy emails without addressing what was to be done with all the furnishings that he said that he wanted but did not tag as requested. Wife has had to work tirelessly at the property to get it in condition for the auction on September 28, 2019.
4. Thereafter, Husband sent numerous e-mails to counsel for Wife with extensive lists of items that he wished to retain from the marital residence that he did not tag as he was ordered to do per the August 29, 2019 Order. Furthermore, Husband had not paid the utilities at the home as he stated from the rent money he was receiving and on September 2, 2019, he notified Wife through counsel that he was in arrears utilities and that he had received a cut off notice. Wife later learned that Husband had called all three (3) utility companies (NES Electric, Piedmont Natural Gas and HVUD water) on or before September 22, 2019 and requested that each utility in his name be shut off. Husband did not make Wife's counsel aware that he had had these utilities shut off. In order to have the utilities turned back on, so that the house could be ready for auction, Wife had to set up new accounts in her own name. To date, Wife has paid \$293.47 to NES to prevent the electric from being disconnected pending the closing on the home.
5. Counsel for Wife sent a letter to Husband on September 16, 2019 requesting funds to

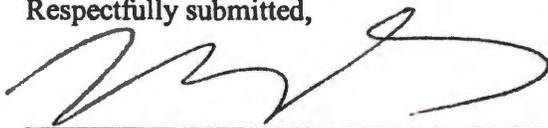
help pack and move the property he tagged. Counsel requested that a storage facility be secured if Husband wanted his items stored. At this point, Wife has no choice but to move the items to the basement that Husband has tagged so that the house is presentable for auction. However, after the auction on September 28, 2019, Husband needs to either send funds for the movers to move his items to storage and pay the storage facility fee or the items need to be sold or discarded. In correspondence to Husband dated September 26, 2019, counsel for Wife provided a firm date of October 2, 2019 for Husband to produce the funds to pay for the packing, moving and storage of the items he wishes to retain. It is anticipated that Husband will have funds from the closing to pay for his items to be shipped to Michigan if he so chooses, but he needs to decide if he wants everything shipped or a portion thereof as soon as possible. In the interim, Wife has lost her job and she has no funds to advance to pay the movers and does not have the funds to secure a storage unit for Husband nor would she feel comfortable signing a rental agreement for a storage facility for Husband. Wife is amenable to managing the removal of the remaining items either by selling, donating, giving away or discarding anything remaining in the home. Wife would keep an inventory of any items sold and deposit any funds received into the Clerk's office if the Court directs her to do so.

6. Husband's actions have left Wife in a position to have to deal with packing, moving and storing items remaining in the marital residence so that it will show well at auction and bring in an optimal sales price. Husband should be required to pay all of Wife's attorney's fees for having to file this Motion and deal with the aftermath of his failing to follow the Court Order.

- 7. Wife obtained a quote from Fox Moving and Storage of Nashville (attached hereto as **Exhibit 1**) for packing, storing and moving all of the items that Husband wishes to retain. The cost of moving these items to Michigan, where Husband is currently residing, would be in excess of \$6,000.00 which is not financially feasible for the parties at this time. Further, the cost to pack, move and store the items in a storage facility in Nashville would be over \$3,000.00, with a monthly storage fee of \$495.00. The entire remaining contents of the home are not even valued at more than \$3,000.00.
- 8. Wife requests that she be allowed to sell, donate, give away or discard any remaining items not tagged in the marital residence. Any proceeds from the sale of said items will be placed in escrow with the Clerk & Masters Office for distribution at the Final Hearing of this matter which is currently scheduled for October 21, 2019.

WHEREFORE, premises considered, Wife respectfully requests that this Court grant her Motion and that she be awarded her attorney fees for having to bring this Motion.

Respectfully submitted,



VIRGINIA LEE STORY; BPR #11700
Attorney for Plaintiff/Wife
 136 Fourth Avenue, South
 Franklin, Tennessee 37064
 (615) 790-1778
virginia@tnlaw.org

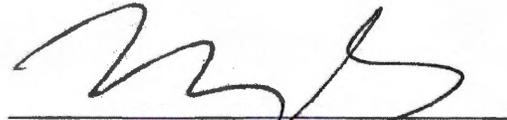
**THIS MOTION IS SET TO BE HEARD ON OCTOBER 10, 2019 AT 9:00 A.M. ON THE CHANCERY COURT MOTION DOCKET HEARD AT THE WILLIAMSON COUNTY COURTHOUSE. IF NO WRITTEN RESPONSE TO THIS MOTION IS FILED AND SERVED IN THE TIME SET BY THE LOCAL RULES OF PRACTICE, THE MOTION MAY BE GRANTED WITHOUT A HEARING.
 TESTIMONY EXPECTED**

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing was forwarded via first-class mail and email to:

Mr. Jeffrey Fenton
17195 Silver Parkway, #150
Fenton, MI 48430
Jeff@meticulous.tech

on this the 26th day of September 2019.


VIRGINIA LEE STORY

From: Amanda Smith <info@foxmoving.com>
Sent: Monday, September 23, 2019 5:56 PM
To: [REDACTED]
Subject: Your Moving Estimate!

WILLIAMSON COUNTY
CLERK & MASTER
2019 SEP 26 PM 12:37
FILED FOR ENTRY _____

Fox Moving and Storage
5030 Harding Place
Nashville, TN 37211
DOT: 1670280, MC: 613943
www.foxmoving.net
Ph: 615-770-3000
Fax: 615-835-3865
Amanda Smith
9/23/2019
Reference #: 1475587

Fox Moving and Storage - Your Moving Estimate!

Dear Fawn Fenton:

My name is **Amanda Smith** and I have been assigned as your Certified Moving Consultant. My email is amanda@foxmoving.com and my phone number is **615-770-3000**.

Please see below for your moving estimate:

Quote

Based on the information you provided, cost is as follows:

Custom Charges:

- * 1/2 Roll of Shrink 1 x \$60.00 ea = \$60.00
- * Small box / Packed 3 x \$10.00 ea = \$30.00
- * Medium box / Packed 25 x \$11.00 ea = \$275.00
- * Large box / Packed 1 x \$12.00 ea = \$12.00
- * Dishpack / Packed 2 x \$24.00 ea = \$48.00
- * Large Picture / Packed 5 x \$30.00 ea = \$150.00
- * LG Flat screen 1 x \$40.00 ea = \$40.00
- * Wardrobe / Packed 1 x \$24.00 ea = \$24.00

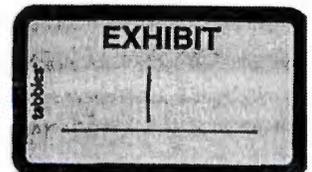
Miscellaneous Items:

- * Relocation service 1 truck 3 men to Fox Storage = \$2,256.00
- * Optional full value protection \$1074 (not included in price) =

Total Price: \$2,895.00

TOTAL ESTIMATE: \$2,895.00

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Origin	<u>1986 Sunnyside Drive, Brentwood, TENNESSEE 37027</u> 1255.94Cf - 8797Lbs
Destination	<u>5030 Harding Place, Nashville, TENNESSEE 37211</u>

Reference #	Customer:	Move Date:
1475587	Fawn Fenton, 615- [REDACTED]	9/26/2019

Garage			
Totes	Qty: 11	66 Cuft	462 Lbs
PBO, Box	Qty: 11	47.19 Cuft	330 Lbs
Box, Medium	Qty: 7	21 Cuft	147 Lbs
Metal Shelves	Qty: 5	25 Cuft	175 Lbs
Trash Can	Qty: 1	7 Cuft	49 Lbs
Misc	Qty: 1	10 Cuft	70 Lbs
Kitchen			
Microwave	Qty: 1	4 Cuft	28 Lbs
Box, Medium	Qty: 3	9 Cuft	63 Lbs
Box, Dish-Pack	Qty: 1	6 Cuft	42 Lbs
Living Room			
Glass top table	Qty: 1	5 Cuft	35 Lbs
Picture	Qty: 1	0.71 Cuft	5 Lbs
Cabinet	Qty: 1	20 Cuft	140 Lbs
Tv	Qty: 1	20 Cuft	140 Lbs
Box, Dish-Pack	Qty: 1	6 Cuft	42 Lbs
Table, end	Qty: 1	5 Cuft	35 Lbs
Sofa	Qty: 2	80 Cuft	560 Lbs
Sofa Section	Qty: 1	20 Cuft	140 Lbs
Rug or Pad, Large	Qty: 1	10 Cuft	70 Lbs
Misc	Qty: 1	10 Cuft	70 Lbs
Box, medium	Qty: 1	3 Cuft	21 Lbs
Dining Room			
Picture	Qty: 1	0.71 Cuft	5 Lbs
Dining Chair	Qty: 6	30 Cuft	210 Lbs
Dining table	Qty: 1	30 Cuft	210 Lbs
Pedestal	Qty: 1	10 Cuft	70 Lbs
Bedroom			
Box, Medium	Qty: 1	3 Cuft	21 Lbs
Desk Chair	Qty: 1	5 Cuft	35 Lbs
Ottoman	Qty: 1	5 Cuft	35 Lbs
Office			
Desk, Computer	Qty: 4	88 Cuft	616 Lbs
Picture	Qty: 4	2.84 Cuft	20 Lbs
Desk Chair	Qty: 1	5 Cuft	35 Lbs
Lamp, Floor	Qty: 1	3 Cuft	21 Lbs
Box, medium	Qty: 5	15 Cuft	105 Lbs
Bookshelf	Qty: 1	5 Cuft	35 Lbs

Printer	Qty: 1	4 Cuft	28 Lbs
Printer	Qty: 1	6 Cuft	60 Lbs
Lateral File	Qty: 1	20 Cuft	140 Lbs
Bedroom #2			
Bed, Queen	Qty: 1	65 Cuft	455 Lbs
Box, large	Qty: 1	5 Cuft	35 Lbs
Vacuum Cleaner	Qty: 1	5 Cuft	35 Lbs
Box, Medium	Qty: 1	3 Cuft	21 Lbs
Bathroom			
Box, Medium	Qty: 2	6 Cuft	42 Lbs
Bookshelf	Qty: 1	5 Cuft	35 Lbs
Master Bedroom			
Box, Wardrobe Lrg	Qty: 1	15 Cuft	105 Lbs
Box, Medium	Qty: 4	12 Cuft	84 Lbs
Chair, Occasional	Qty: 1	15 Cuft	105 Lbs
Bed, Queen	Qty: 1	65 Cuft	455 Lbs
Lamp, Floor	Qty: 1	3 Cuft	21 Lbs
Totes	Qty: 2	12 Cuft	84 Lbs
Clothes Hamper	Qty: 1	5 Cuft	35 Lbs
Family Room			
Bookcase	Qty: 1	20 Cuft	140 Lbs
Totes	Qty: 11	66 Cuft	462 Lbs
Table, small	Qty: 1	2 Cuft	14 Lbs
File Cabinet 4-5 Dr	Qty: 2	40 Cuft	280 Lbs
Box, medium	Qty: 1	3 Cuft	21 Lbs
Box, small	Qty: 3	6 Cuft	

Tommy Anderson, Broker/Realtor/Auctioneer
HND Realty
www.HNDREALTY.COM
(615) 969-5819

399

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 9/27/2019



CLERK & MASTER
2019 OCT 10 PM 2:34

FILED FOR ENTRY _____

IN THE UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:

FAWN [REDACTED] FENTON
[REDACTED]
BRENTWOOD, TN 37027
SSN: XXX-XX-2065

)
)
) CHAPTER 13
) CASE NO: 19-02693
) JUDGE WALKER
)
)

DEBTOR

ORDER GRANTING EXPEDITED MOTION TO SELL REAL ESTATE AND PERSONAL PROPERTY

This matter came before the Court on September 25, 2019 upon the Debtor's Expedited Motion to Sell Real Estate and Personal Property with notice given to all parties pursuant to Local Rule 9075-1. There being no objections raised at the call of the docket, the Motion is found to be well taken and it is therefore ORDERED as follows:

Debtor shall be allowed to sell real property located at 1986 Sunnyside Drive, Brentwood, Tennessee and items of personal property remaining in the house at auction pursuant to an Order Granting Motion to Sell Marital Residence by Auction entered in the Chancery Court for Williamson County, Tennessee on August 6, 2019 . The Debtor will sell the real estate under Section 363(f)(3) subject to the liens of Bank of America, N.A. and Bancorp South. This transaction shall be conditioned on the Debtor providing the auction report to the Trustee once the sale has taken place. All net proceeds from the sale of the property shall be deposited into the Chancery Court Clerk's Office and placed in an interest bearing account on behalf of the parties pending further orders of the Chancery Court for Williamson County, Tennessee.

IT IS SO ORDERED.

THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY AS INDICATED AT THE TOP OF THE FIRST PAGE.

**IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN**

FAWN [REDACTED] FENTON,
Plaintiff/Wife,

vs.

JEFFREY RYAN FENTON,
Defendant/Husband.

)
)
)
)
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No. 48419B

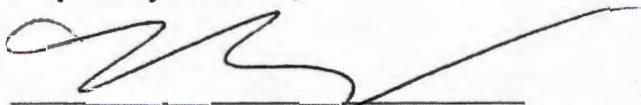
2019 OCT 10 PM 2:34

FILED FOR ENTRY _____

NOTICE OF FILING

COMES NOW Virginia Lee Story, on behalf of Plaintiff, Fawn [REDACTED] Fenton, as her Attorney of Record in this matter, and hereby files the attached Order Granting Expedited Motion to Sell Real Estate and Personal Property entered by the United States Bankruptcy Court for the Middle District of Tennessee on September 27, 2019.

Respectfully submitted,



VIRGINIA LEE STORY; BPR #11700
Attorney for Plaintiff
136 Fourth Avenue South
Franklin, TN 37064
(615) 790-1778
virginia@tnlaw.org

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing was forwarded via U.S. first-class mail to:

Mr. Jeffrey Fenton
17195 Silver Parkway, #150
Fenton, MI 48430

on this the 10 day of October, 2019.


VIRGINIA LEE STORY

400

APPROVED FOR ENTRY:

/s/ Alex Koval

Alex Koval
ROTHSCHILD & AUSBROOKS, PLLC
Attorney for Debtor(s)
1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
notice@rothschildbkllaw.com

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

402

Case 3:19-bk-02693 Doc 66 Filed 09/27/19 Entered 09/27/19 11:34:45 Desc Main Document Page 2 of 2

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

FAWN [REDACTED] FENTON,
Plaintiff/Wife,

vs.

JEFFREY RYAN FENTON,
Defendant/Husband.

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)
)
)
)

No. 48419B

2019 OCT 10 AM 9:56
FILED FOR ENTRY 10-10-19

ORDER

This matter came on to be heard on the 10th day of October, 2019 before the Honorable Michael W. Binkley, Judge holding Court for the Chancery Court of Williamson County, Tennessee, upon Wife's Motion to Sell Remaining Contents of Marital Residence. It appearing to the Court based upon statements of counsel and the record as a whole that the following shall be the Order of this Court.

It is therefore **ORDERED, ADJUDGED and DECREED** that Husband came to the home during the week of October 7, 2019 with a U-Haul truck and removed the items that he wanted. The remaining items were Wife's and/or items to donate. All property has now been removed so that the closing may take place on October 15, 2019. The auction brought sufficient funds to pay the costs of the sale and both first and second mortgages however there will not be anything proceeds remaining to disburse between the parties.

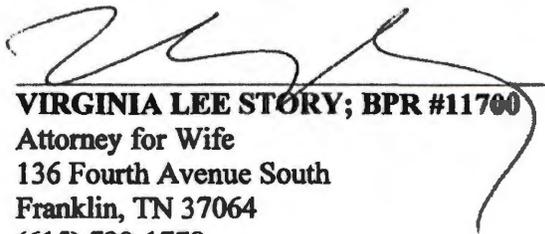
It is further **ORDERED, ADJUDGED and DECREED** that Wife is hereby granted authority to sign the deed conveying the property located at 1986 Sunnyside Drive, Brentwood, TN 37027, and another other necessary documents, to effectuate the payoff of the mortgages and for closing without Husband's signature.

All other matters are reserved pending further Orders of this Court.

ENTERED on this 10th day of OCT., 2019.


MICHAEL W. BINKLEY, JUDGE

APPROVED FOR ENTRY:

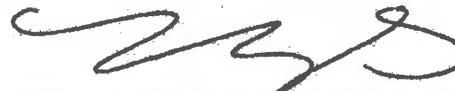

VIRGINIA LEE STORY; BPR #11760
Attorney for Wife
136 Fourth Avenue South
Franklin, TN 37064
(615) 790-1778
virginia@tnlaw.org

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing was forwarded via U.S. first-class mail and email to:

Mr. Jeffrey Fenton
17195 Silver Parkway, #150
Fenton, MI 48430

on this the 10 day of October, 2019.

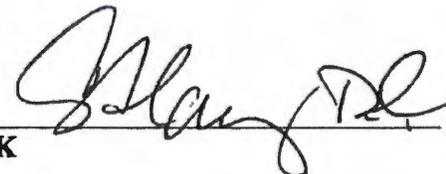

VIRGINIA LEE STORY

CLERK'S CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing was forwarded via U.S. first-class mail and email to:

Mr. Jeffrey Fenton
17195 Silver Parkway, #150
Fenton, MI 48430

on this the 10 day of October, 2019.


CLERK

Order of Protection
 Amended Order
 Petitioner is under 18

Case # (the clerk fills this in):
48419 B
 WILLIAMSON COUNTY
 CLERK & MASTER
 2019 JUN 20 AM 8:41
 FILED FOR ENTRY 10214

In the Chancery _____ Court of Williamson _____ County, TN

Petitioner (person needing protection)

FAWN _____ FENTON
 first middle last

Petitioner's Children under 18 Protected by this Order: N/A

Name, Age, Relationship to Respondent	Name, Age, Relationship to Respondent
1. _____	3. _____
2. _____	4. _____

Respondent's Information (person you want to be protected from):

JEFFREY RYAN FENTON 10/08/1969
 first middle last date of birth (MM/DD/YYYY)
 1986 SUNNY SIDE DR BRENTWOOD TN 37027
 street address city state zip
his mother's home: 7041 W. Silver Lake Rd, Linden, MI 48451
 Respondent's Employer: UNEMPLOYED
 Employer's name Employer's phone #

Describe Respondent:

Sex	Race	Hair	Eyes	Height - Weight - SSN - Other			
				Height	5'9"	Weight	240
<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input checked="" type="checkbox"/> White <input type="checkbox"/> Asian <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Other: _____	<input checked="" type="checkbox"/> Black <input type="checkbox"/> Grey <input type="checkbox"/> Blond <input type="checkbox"/> Bald <input type="checkbox"/> Brown <input type="checkbox"/> Other: _____	<input type="checkbox"/> Brown <input type="checkbox"/> Hazel <input checked="" type="checkbox"/> Blue <input type="checkbox"/> Green <input type="checkbox"/> Grey <input type="checkbox"/> Other: _____	Social Sec. # (If known)	(Provided to Clerk's office if known) Do not list it here. XXXXX		
Scars/Special Features							
Phone Number				615-837-1301 (Cell) 615-837-1300 (Home)			

Petitioner's relationship to the Respondent (Check all that apply):

- We are married or used to be married.
- We have a child together.
- We are relatives, related by adoption, or are/were in-laws. (Specify): _____
- We are the children of a person whose relationship is described above (Specify): _____
- The Respondent has stalked me.
- The Respondent has sexually assaulted me.
- Other: Harassment via text messages, emails, phone voicemail
- We live together or used to live together.
- We are dating, used to date, or have had sex.

04/18/18
 Form #OP2018-7

This is a Court Order.

Order of Protection

405

page 1 OF 6

Findings About Abuse:

Warning!

Weapon involved

Has or owns a weapon



1. The Court has jurisdiction over the parties and this case. The Respondent was given reasonable notice of the hearing and an opportunity to be heard.

2. Based on the information in the *Petition*, and the hearing held, the court finds that the Respondent:

Did the things listed in the *Petition* and the court adopts these as facts and incorporates them by reference, AND/OR

Did the following things:

AND there is credible evidence that Respondent is a threat to the safety of the Petitioner and Petitioner's Minor Children.

3. Respondent has specifically: (check all that apply):

Abused/Threatened to Abuse

Sexually Assaulted

Stalked

the Petitioner AND Petitioner's Minor Children.

Findings about the minor children of the parties: (check one):

The Court has jurisdiction over custody for the child(ren) of the parties because his/her/their home state is Tennessee.

The Court has temporary emergency jurisdiction over custody for the children of the parties listed above because they are in Tennessee now, and they (or the Petitioner) were at risk. (If another state has jurisdiction over child custody under UCCJEA, this Court's temporary jurisdiction will end on _____ or when the other state's Court makes an order.)

Findings About Firearms:

The Respondent (check all that apply):

Has no firearms

Has firearms that he/she must give to someone else who is allowed to have them (TCA § 36-3-625).

Has firearms that are registered under the National Firearms Act and must be either transferred to a responsible third party, or locked in a safe or other secure container to which the Respondent does not have access. A state or federal agency must give its approval before the firearms are turned in.

Has a federal firearms license (FFL) or is a responsible party under an FFL, and has firearms under that FFL that qualify as business inventory, and (check one):

There is no responsible party listed on the FFL other than the Respondent in this case. The Respondent must turn in or transfer all firearms inventory under his/her control to a separate FFL holder who is legally allowed to have firearms.

There is another responsible party listed on the FFL other than the Respondent in this case. This Order does not require the Respondent to turn in or transfer the firearms inventory.

Other Findings:

Petitioner is a party to a lease or rental agreement and that continuing to reside in the rented or leased premises may jeopardize the life, health and safety of the petitioner or the petitioner's children.

Petitioner has proven by a preponderance of the evidence that petitioner and any minor children in the petitioner's care are the primary users of the wireless telephone number(s): _____ and the Court should enter a separate order, pursuant to TCA §36-3-627, directing _____, a wireless telephone service provider, to transfer the billing responsibility for and rights to the wireless telephone number or numbers of petitioner since petitioner is not the account holder.

The Court orders Respondent to:

- Obey all orders on this form.
- Not abuse or threaten to abuse Petitioner or Petitioner's minor children.
- Not stalk or threaten to stalk Petitioner or Petitioner's minor children.

Other Orders to the Respondent (Check all that apply):

No Contact
You must not come about the Petitioner (including coming by or to a shared residence) for any purpose and must not contact Petitioner AND Petitioner's children, either directly or indirectly, by phone, email, messages, text messages, mail or any other type of communication or contact.

Stay Away
You must stay away from the Petitioner's home Petitioner's workplace Children's home and workplace.

Personal Conduct –
 You must not cause intentional damage to the Petitioner's (or Petitioner's children's) property or interfere with the utilities at their home(s).

You must not hurt or threaten to hurt any animals owned or kept by the Petitioner/Petitioner's children.

Counseling/Substance Abuse Programs
You must go to the following program(s) and give the court proof that you have gone, participated and have made progress in this program (contact information): _____

Parenting Time
 The Petitioner will have custody of the minor child(ren) in this case.
 You will have parenting time with your minor child(ren) at the following times:

Your parenting time will be supervised by: _____ at: _____.

Exchange of the children will take place at and will happen as follows:

The person in charge of getting the minor children to and from visitation will be:
 Mom Dad Other (name): _____ to the visits
 Mom Dad Other (name): _____ from the visits.

Child Support \$ _____ (month/week, et., al., beginning _____ (date).

- This is the guideline amount. See the attached DHS *Child Support Worksheet*.
- This is **not** the guideline amount and is a deviation from the guideline amount. The Court has considered the best interest of each child in this case, and finds that guideline support would be unjust or inappropriate in this case.
- Other: _____

Payment method:

- Pay the Petitioner directly by the _____ day of each month. (the court finds that this does not endanger the Petitioner or the Petitioner's minor children and it is not a violation to send payment only with no notes or comments to the Petitioner)
- Take payment to this Court Clerk's Office. You will also have to pay a clerk fee of _____% on each payment. The additional clerk fee amount is \$ _____ each month.
- Support payments will be withheld from your paycheck (Contact the Central Collection and Disbursement Unit at 800-838-6911 by _____ or shall be sent directly to Central Collection Disbursement Unit at Central Child Support Receiving Unit, P. O. Box 305200, Nashville, TN 37229.

Petitioner Support \$ _____ / each month.

Payment method:

- Pay the Petitioner directly by the _____ day of each month. (The court finds that this does not endanger the Petitioner or the Petitioner's minor children and it is not a violation to send payment only with no notes or comments to the Petitioner)
- Take payment to this Court Clerk's Office. You will also have to pay a clerk fee of _____% on each payment. The additional clerk fee amount is \$ _____ each month.
- Payment will be
 - withheld from your paycheck (Contact the Central Collection and Disbursement Unit at 800-838-6911 by _____ (date)
 - shall be sent directly to Central Collection Disbursement Unit at Central Child Support Receiving Unit, P. O. Box 305200, Nashville, TN 37229.

Control of all Types of Property

Petitioner only and/or Petitioner's children are the only ones who can live in the property at:

(address)

- You must move out immediately from (address): _____
- You must provide suitable alternate housing for the Petitioner by (date): _____, 20____.
- You must pay to the petitioner all costs, expenses and fees pertaining to the petitioner's breach of a lease or rental agreement for residential property in the amount of _____.
- Only the Petitioner can use, control, and possess the following property, things, and animals:

If the parties shared a residence, Respondent can obtain his/her clothing and personal effects such as medicine as follows: (List items to be obtained and process as approved by local law enforcement personnel):

Orders to the Respondent about Firearms:

- You must not have, or attempt to have, receive or attempt to receive or in any other way get any firearm while this or any later protective order is in effect.

This is a Court Order.

04/18/18
Form #OP2018-7

Order of Protection

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page 4 OF 6

- You must transfer all firearms in your possession within 48 hours to any person who is legally allowed to have them.
- You must fill out and file a *Firearms Declaration* within 1 business day of transferring your firearms. You may take more than 1 business day to file this form **only** if the Court gave you a later deadline. (You can get the *Firearms Declaration* form from the Court Clerk's Office or at www.tncourts.gov.)
- If a state or federal agency approves it, your weapons that are registered under the National Firearms Act must be either transferred to a responsible third party, or placed in a locked safe or other secure container to which you do not have access.
- If your *Firearms Declaration* shows that you have a federal firearms license (FFL), and that you are the **only** responsible party listed on that FFL, you must transfer all firearms inventory under your control to a separate FFL holder or another responsible party.

Costs, fees and litigation taxes

You must pay all court costs (Petitioner's costs and your costs), lawyer fees, and other fees or taxes related to this case.

Other Orders:

Petitioner and any minor children in the petitioner's care are the primary users of the wireless telephone number(s): _____ and a separate order shall be entered per to TCA §36-3-627, directing _____, a wireless telephone service provider, to transfer the billing responsibility for and rights to the wireless telephone number or numbers of petitioner since petitioner is not the account holder.

THIS ORDER TAKES EFFECT IMMEDIATELY UPON SIGNING.

This Order starts today, (date): 10/21/19. This Order ends (date): 10/21/20.
 In 1 year. (The Petitioner may ask to extend the Order) In 5 years (1st violation of current PO)
 In 10 years (2nd or more violation of current PO)

Date: 10/21/19 Time: 10:05 a.m. p.m.

[Signature]
Signature of Judge or Chancellor

Certificate of Service – Respondent (check one):

- Signed by Respondent: _____
 - Signed by Respondent's counsel: _____
 - Hand delivered to Respondent.
 - Hand delivered to Respondent's counsel.
 - U.S. mail, prepaid postage to Respondent's last known address
 - U.S. mail, prepaid postage to Respondent's counsel's last known address
 - Reasonable attempts to find the Respondent's address were made, but there is no known address at this time.
- Signature of Server: [Signature]
- Server's title (check one): Clerk Deputy Clerk
 Authorized Officer Attorney
- Service was made on:
Date: 10-21-19
Time: 10:45 a.m. p.m.

Certificate of Service – Petitioner (check one):

- Signed by Petitioner: _____
 - Signed by Petitioner's counsel: _____
 - Hand delivered to Petitioner.
 - Hand delivered to Petitioner's counsel.
 - U.S. mail, prepaid postage to Petitioner's last known address.
 - U.S. mail, prepaid postage to Petitioner's counsel's last known address.
 - Reasonable attempts to find the Petitioner's address were made, but there is no known address at this time.
- Signature of Server: [Signature]
- Server's title (check one): Clerk Deputy Clerk
 Authorized Officer Attorney
- Service was made on:
Date: 10-21-19
Time: 10:45 a.m. p.m.

The Clerk certifies a copy of this Order was forwarded to 911, local law enforcement, and any court in which the respondent and petitioner are parties to an action.

Warnings to Respondent:

This Order is valid everywhere in the U.S.

If you travel to another state, territory or tribal land, with the intention of disobeying this Order, you can be charged with a federal crime. The courts of any U.S. state, the District of Columbia, all tribal lands, and U.S. territories, must enforce this Order, even if the Order is not registered. (18 U.S.C. §§ 2262, 2265)

No Guns, Firearms

You must not have any firearm while this Order is in effect. You cannot own, possess, have, buy or try to buy, receive or try to receive, or in any other way get any firearm or ammunition.

You must legally transfer, sell, or turn in any firearm that you have within 48 hours. Transfers are only legal if the person you transfer to is allowed to have firearms. You may get your firearms back when the Order of protection ends.

You will face separate charges if you disobey this Order

You may face separate, Class A misdemeanor charges if:

- You do not transfer your firearm(s) legally by the deadline
- You have a firearm while the Order is in effect
- The penalty for each violation is up to 11 months and 29 days in jail and a fine of up to \$2,500. There may be other charges if domestic violence is involved. If you disobey this Order on purpose, you may face up to 10 days in jail and a \$50 fine for each violation. You may also have to pay a civil penalty of up to \$50 for each violation.
- If you do not transfer, sell, or turn in any firearm you may face Class A misdemeanor charges and you may also be charged with a federal crime.
- If you hurt or try to hurt anyone while this Order, probation or diversion is in effect, you may face charges for aggravated assault, a Class C felony. (TCA §§ 39-13-102(c), 36-3-610)

Only the Court can change this Order:

Neither you nor the Petitioner can agree to change this Order. Even if the Petitioner attempts to contact you or agrees to have contact with you, you must obey this Order. If you do not, you can be jailed for up to 11 months and 29 days and fined up to \$2,500.

To the Petitioner:

You may ask any government agency or utility provider to keep private any information that could be used to locate you, such as addresses, phone numbers, and/or social security number. To do so, give a copy of this Protective Order to the Records Department of the agency or utility. (TCA § 10-7-504(a)(15-16))

**IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN**

FAWN [REDACTED] FENTON,)
Plaintiff/Wife,)
)
vs.)
)
JEFFREY RYAN FENTON,)
Defendant/Husband.)

2019 OCT 21 PM 3:58

FILED FOR ENTRY _____

No. 48419B

AFFIDAVIT OF VIRGINIA LEE STORY

RECEIVED BY
Judges' Chambers
Date: 10-22-19 *dlw*

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Comes now, Virginia Lee Story, attorney of record for the Petitioner, and after being first duly sworn, states as follows:

1. I am over 18 years of age and have personal knowledge of the following facts.
2. At the August 29, 2019 hearing in this matter, the Court set this matter for final hearing on October 21, 2019 in open Court with Mr. Jeffrey Fenton present in the courtroom.
3. Since the August 29, 2019 hearing, Mr. Fenton relocated to Michigan.
4. In his handwritten note, he stated that he does not want to contest the divorce and that he does not wish to communicate with Virginia Story or anyone from her firm, ever again. He states that he will never be in Tennessee again. See attached Exhibit 1.

FURTHER AFFIANT SAITH NOT.

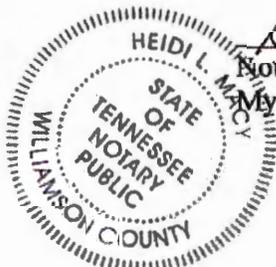
[Handwritten Signature]

VIRGINIA LEE STORY

SWORN to and subscribed before me this 21st day of October, 2019.

Heidi L. Macy

Notary Public
My Commission Expires: 6-19-22



Fawn,


2019 OCT 21 PM 3:58
FILED FOR ENTRY

I treasure it more
(But just be
than anything just be

Thank you so much for leaving
the picture here for me (your painting).
It is not out of anger or resentment that
I leave it behind, I just can't keep it
out of intense sadness of losing you!

I hope you will keep it, and find that
part of yourself again. That happy, simple
physical place.

I also can't keep my wedding ring, so
you are no longer bound to that part. I just can't.
It would kill me. I buried mine back where our
little friends used to live. Not one came to visit
during my stay here, which broke my heart.

The blue ray was from Mack, the gas mask
has your name on it and was sized for you, the
monopod you asked for. . . 412

EXHIBIT
tabbles
1

I am so sorry things ended this way,
but I can never speak with you again. To
protect my heart, not out of anger or resentment.

I will never communicate with Virginia
Story or anyone from her firm, ever again.
Regardless of the consequences.

If she will drop all charges and never
contact me again, then I will likewise
drop my 250 page counter motion set
for October 21ST.

I will mail you the free simple
divorce papers signed - and as long as
no lawyers are involved, we each walk with
what we have, assets + debts, and no
alimony etc... due either ever. only if we
finish non-contested together without a lawyer

as we promised each other.

I would and will never hurt you or those you love in any way. Despite what they cost me.

I will always love you! I leave only with tremendous sadness, nothing more.

If Ms. Story tries to use any of this against me, I will dedicate my life to fighting and appeal this to state court where the sake of our home will be found and proven to be against state laws. If I never hear from Ms Story or her staff or court, then I'm done, and I surrender all. I will always love you!
I'm so sorry! J.M. 4.14

Please don't say "or discard any + this
(except gas mask + flower vase if you want.)
It was all worth MORE THAN MONEY.

or it wouldn't be sitting here

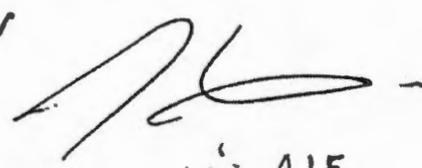
It is my kiss, or the
check goodbye! ~~Flora~~
kiss and hug pet
puppy for me

Non-Contested, No Joint Assets or Septs,

Divorce papers to be mailed to you
within 2 weeks. It might take
me a week to get to MI and
unpack this crap.

I will never be in Tennessee
again. You never have ANYTHING
to FEAR FROM ME!

Goodbye FAWN!
Love,



IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

FAWN [REDACTED] FENTON,
Plaintiff/Wife,

vs.

JEFFREY RYAN FENTON,
Defendant/Husband.

)
)
)
)
)
)
)

No. 48419B

2019 OCT 21 PM 3:56

FILED FOR ENTRY 10/28/19

RECEIVED BY
Judges' Chambers
Date: 10-22-19

FINAL DECREE OF DIVORCE

THIS CAUSE came on to be heard on the 21st day of October, 2019 before the Honorable Michael W. Binkley, Judge, holding Court for the Chancery Court for Williamson County, Tennessee, upon the Complaint for Divorce filed by Wife on June 4, 2019 of which Husband was served on June 20, 2019. Husband has not filed an Answer and has had two attorneys both of whom have withdrawn. The last attorneys, Marty Duke and Mitchell Miller, withdrew on August 29, 2019 while Mr. Fenton was in open Court and Mr. Fenton stated that he wished to proceed *Pro Se*. The Court informed Mr. Fenton of self-representation and Mr. Fenton confirmed that this is how he wished to proceed. The Court set a Final Hearing date in the Order entered on August 29, 2019. The Court finds, based upon the undisputed testimony of Wife, a witness for Wife as to the grounds for the divorce, the exhibits introduced in this cause, and the record as a whole, that the following shall be the Order of this Court.

It is therefore **ORDERED, ADJUDGED and DECREED** that the Wife, FAWN [REDACTED] FENTON, shall be granted an absolute divorce on the grounds of inappropriate conduct. The parties' real property located at 1986 Sunnyside Drive, Brentwood, TN 37027 has a contract pending for sale. Attached is the closing statement and print out from the Bankruptcy Court as to the outstanding debt (**Exhibit 1**). There are no proceeds remaining to disburse. If for any reason the property does not close under the current contract, then Wife shall be granted all

... 416

D

right, title and interest in and to said real property and shall take all necessary steps to ensure that Husband's name is not associated with the property or the debt. Wife may sign any and all documents to close the property if a subsequent buyer is obtained and any proceeds shall be awarded to Wife free and clear of claims of Husband. The parties have divided all personal property. Each party is awarded all personal property in their respective possession. Wife is in Bankruptcy which addresses her debt allocation and she will be responsible for all her indebtedness holding Husband harmless for the same.

It is further **ORDERED, ADJUDGED and DECREED** that Wife shall be solely responsible for all indebtedness in her name or incurred by her including her Bankruptcy. Husband shall be solely responsible for any and all debts in his name or that he has incurred holding Wife harmless for same. If Husband does not pay the creditors and they seek payments from Wife and she is forced to pay the same, then Wife shall be awarded a Judgment for any amounts she has to pay for which execution may issue.

Additionally, neither party shall contract any indebtedness on the credit of the other from and after the date of execution of this Agreement.

It is further **ORDERED, ADJUDGED and DECREED** that each party shall be awarded any banking, investment or retirement accounts in their respective names free and clear from the other party. All joint accounts have been closed. All right, title and interest of either party in and to any account or account balance awarded to the other party shall be, and is hereby, divested out of that party and vested absolutely in the other party.

It is further **ORDERED, ADJUDGED and DECREED** that the parties will file 2016 and 2019 taxes separately. Each party shall assume sole and separate responsibility for paying any taxes, penalties and/or interest which may hereafter be finally determined to be due as a result of

income earned and/or received by that party or losses or deductions taken with respect to that party's income during any year for which the parties file, or have filed, joint income tax returns. Further, each party shall hold the other party harmless from any liability for such incomes taxes, penalties and/or interest as may hereinafter be finally determined to be due as a result of that party's misreporting of previous income.

It is further **ORDERED, ADJUDGED and DECREED** that Wife shall be awarded the 2017 Toyota Prius (VIN: [REDACTED] titled in Wife's name free and clear of any claim by Husband. All right, title, and interest of Husband in and to said vehicle shall be, and is hereby, divested out of him and vested absolutely in Wife. Wife shall be, and is hereby, solely and separately responsible for any debt or liability associated with this vehicle as of the date of execution of this Agreement and shall indemnify and hold Husband harmless therefor. Each party shall be responsible for their own car expenses and insurance.

Husband shall be awarded the 2003 Buick LeSabre (VIN: 1G4HR54K43U236502) titled in Husband's name free and clear of any claim by Wife. All right, title and interest of Wife in and to said vehicle shall be, and is hereby, divested out of her and vested absolutely in Husband. Husband shall be, and is hereby, solely and separately responsible for any debt or liability associated with this vehicle as of the date of execution of this Agreement and shall indemnify and hold Wife harmless therefor. Husband shall be responsible for liability insurance on the 2003 Buick LeSabre and further agrees to remove Wife's name from any insurance policy regarding the same.

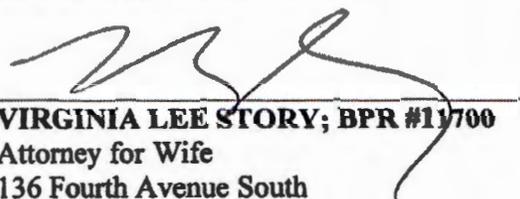
It is further **ORDERED, ADJUDGED and DECREED** that Wife is awarded a Judgment against Husband for all court costs incurred for which execution may issue. Attorney for Wife shall file her Affidavit for the Court of the communication from Husband that he did not wish to

contest the divorce and that he was present in Court on August 29, 2019 when the Final Hearing was set to be heard.

ENTERED this 24th day of October, 2019.

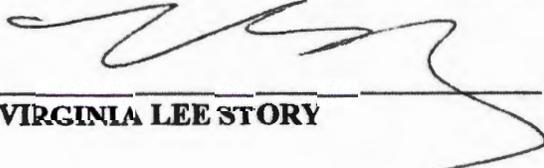

MICHAEL W. BINKLEY, JUDGE
Michael W. Binkley
Circuit Court Judge/Chancellor
21st Judicial District, Division III

APPROVED FOR ENTRY:


VIRGINIA LEE STORY; BPR #11700
Attorney for Wife
136 Fourth Avenue South
Franklin, TN 37064
(615) 790-1778
virginia@tnlaw.org

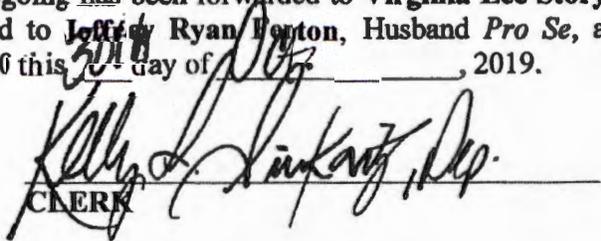
CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been forwarded via U.S. mail to Jeffrey Ryan Fenton, Husband *Pro Se*, at 17195 Silver Parkway, #150, Fenton, MI 48430 this 20th day of October, 2019.


VIRGINIA LEE STORY

CLERK'S CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been forwarded to Virginia Lee Story, Attorney for Wife, at the above address, and to Jeffrey Ryan Fenton, Husband *Pro Se*, at 17195 Silver Parkway, #150, Fenton, MI 48430 this 20th day of October, 2019.


CLERK

OMB NO. 2502-0265

A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT

B. TYPE OF TRANSACTION:
 1. FHA 2. FmHA 3. CONV. UNINS. 4. VA 5. CONV. INS.
 6. FILE NUMBER: P19-10267A-BW 7. LOAN NUMBER:
 8. MORTGAGE INS CASE NUMBER:

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "POC" were paid outside the closing, they are shown here for informational purposes and are not included in the totals.

D. NAME AND ADDRESS OF BORROWER: GL Properties, LLC
E. NAME AND ADDRESS OF SELLER: Jeffrey R. Fenton and Fawn T. Fenton
F. NAME AND ADDRESS OF LENDER: Cash transaction

G. PROPERTY LOCATION: 1986 Sunnyside Drive, Brentwood, TN 37027, Williamson County, Tennessee
H. SETTLEMENT AGENT: Bankers Title & Escrow Corp. 62-1517234
I. SETTLEMENT DATE: October 21, 2019
PLACE OF SETTLEMENT: 5107 Maryland Way, Ste. 115, Brentwood, TN 37027

J. SUMMARY OF BORROWER'S TRANSACTION

100. GROSS AMOUNT DUE FROM BORROWER:	
101. Contract Sales Price	324,360.00
102. Personal Property	
103. Settlement Charges to Borrower (Line 1400)	1,678.13
104. Buyers Premium to McArthur Sanders Company	
105. Buyers Premium	
<i>Adjustments For Items Paid By Seller in advance</i>	
106. City/Town Taxes to	
107. County Taxes 10/21/19 to 01/01/20	423.52
108. Assessments to	
109.	
110.	
111.	
112.	
120. GROSS AMOUNT DUE FROM BORROWER	326,461.65
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:	
201. Deposit or earnest money	32,436.00
202. Principal Amount of New Loan(s)	
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209.	
<i>Adjustments For Items Unpaid By Seller</i>	
210. City/Town Taxes to	
211. County Taxes to	
212. Assessments to	
213.	
214.	
215.	
216.	
217.	
218.	
219.	
220. TOTAL PAID BY/FOR BORROWER	32,436.00
300. CASH AT SETTLEMENT FROM/TO BORROWER:	
301. Gross Amount Due From Borrower (Line 120)	326,461.65
302. Less Amount Paid By/Fr or Borrower (Line 220)	(32,436.00)
303. CASH (X FROM) (TO) BORROWER	294,025.65

K. SUMMARY OF SELLER'S TRANSACTION

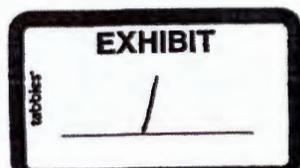
400. GROSS AMOUNT DUE TO SELLER:	
401. Contract Sales Price	324,360.00
402. Personal Property	
403.	
404.	
405.	
<i>Adjustments For Items Paid By Seller in advance</i>	
406. City/Town Taxes to	
407. County Taxes 10/21/19 to 01/01/20	423.52
408. Assessments to	
409.	
410.	
411.	
412.	
420. GROSS AMOUNT DUE TO SELLER	324,783.52
500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
501. Excess Deposit (See Instructions)	
502. Settlement Charges to Seller (Line 1400)	7,475.50
503. Existing loan(s) taken subject to	
504. Payoff First Mortgage to Specialized Loan Servicing	248,633.30
505. Payoff Second Mortgage to Bancorp South/P19-02693	55,439.68
506.	
507.	
508.	
509.	
<i>Adjustments For Items Unpaid By Seller</i>	
510. City/Town Taxes to	
511. County Taxes to	
512. Assessments to	
513.	
514.	
515.	
516.	
517. Buyers Premium to McArthur Sanders Company	9,180.00
518. Buyers Premium to HND Auctions	9,180.00
519.	
520. TOTAL REDUCTION AMOUNT DUE SELLER	329,808.48
600. CASH AT SETTLEMENT TO/FROM SELLER:	
601. Gross Amount Due To Seller (Line 420)	324,783.52
602. Less Reductions Due Seller (Line 520)	(329,808.48)
603. CASH (TO) (X FROM) SELLER	5,024.98

Substitute Form 1099-S.
 SELLER'S TAX ID SOLICITATION: THE INFORMATION IN BLOCKS E, G, H, I AND ON LINES 401, 402, 407 AND 408 IS IMPORTANT TAX INFORMATION AND IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE. IF YOU ARE REQUIRED TO FILE A RETURN, A NEGLIGENCE PENALTY OR OTHER SANCTION MAY BE IMPOSED ON YOU IF THIS ITEM IS REQUIRED TO BE REPORTED AND THE IRS DETERMINES THAT IT HAS NOT BEEN REPORTED. YOU ARE REQUIRED BY LAW TO PROVIDE THE SETTLEMENT AGENT WITH YOUR CORRECT TAXPAYER IDENTIFICATION NUMBER. IF YOU DO NOT PROVIDE THE SETTLEMENT AGENT WITH YOUR CORRECT TAXPAYER IDENTIFICATION NUMBER, YOU MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES IMPOSED BY LAW.
 For sales or exchanges of certain real estate, the person responsible for closing a real estate transaction must report the real estate proceeds to the Internal Revenue Service and must furnish this statement to you. To determine if you have to report the sale or exchange of your main home on your tax return, see the 2019 Schedule D (Form 1040) Instructions. If the real estate was not your main home, report the transaction on Form 4797, Sale of Business Property, Form 6252, Installment Sale Income, and/or Schedule D (Form 1040), Capital Gains and Losses. You may have to recapture (pay back) all or part of a Federal mortgage subsidy if all the following apply: a) you received a loan provided from the proceeds of a qualified mortgage bond or you received a mortgage credit certificate; b) your original mortgage loan was provided after 1989; and, c) you sold or disposed of your home at a gain during the 10 or 12 years after you received the Federal mortgage subsidy. This will increase your tax. See Form 8523, Receipts of Federal Mortgage Subsidy, and Pub. 503, Selling Your Home.
 If you have already paid the real estate tax for the period that includes the sale date, subtract the amounts on Lines 403, 407 & 408 from the amount already paid to determine your deductible real estate tax. But if you have already deducted the real estate tax in a prior year, generally report this amount as income on the "Other Income" line of Form 1040. For more information see Pub. 523.
 For Paperwork Reduction Act Notice, see the 2019 Instructions for Forms 1099, 1098, 6498, and W-932.
 Department of the Treasury - Internal Revenue Service
 UNDER PENALTIES OF PERJURY, I CERTIFY THAT THE NUMBER SHOWN BELOW ON THIS STATEMENT IS MY CORRECT TAXPAYER IDENTIFICATION NUMBER.

Seller's Signature: _____ TaxID/SSN: _____
 Seller's Signature: _____ TaxID/SSN: _____
 Seller's Signature: _____ TaxID/SSN: _____
 Seller's Signature: _____ TaxID/SSN: _____

PH 3:56
 FILED FOR ENTRY

420



L. SETTLEMENT CHARGES				FND FROM BORROWER'S FUNDS AT SETTLEMENT	FND FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL COMMISSION Based on Price		\$	@ 0.00 %		
<i>Division of Commission (line 700) as Follows:</i>					
701. \$	to HND Realty				
702. \$	to McArthur Sanders Real Estate				
703. Commission Paid at Settlement					
704. Buyers Premium	to HND Realty/McArthur Sanders Real Estate		\$32,436.00		
800. ITEMS PAYABLE IN CONNECTION WITH LOAN					
801. Loan Origination Fee	% to				
802. Loan Discount	% to				
803. Appraisal Fee	to				
804. Credit Report	to				
805. Lender's Inspection Fee	to				
806. Mortgage Ins. App. Fee	to				
807. Assumption Fee	to				
808.					
809.					
810.					
811.					
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE					
901. Interest From	to	@ \$	/day (days %)		
902. MIP TotlIns for Life/Loan	for	months to			
903. Hazard Insurance Premium for	1.0 years to				
904.					
905.					
1000. RESERVES DEPOSITED WITH LENDER					
1001. Hazard Insurance	months @ \$		per month		
1002. Mortgage Insurance	months @ \$		per month		
1003. City/Town Taxes	months @ \$		per month		
1004. County Taxes	months @ \$		per month		
1005. Assessments	months @ \$		per month		
1006.	months @ \$		per month		
1007.	months @ \$		per month		
1008. Aggregate Adjustment	months @ \$		per month		
1100. TITLE CHARGES					
1101. Settlement or Closing Fee	to Bankers Title & Escrow Corp.			465.00	0.00
1102. Abstract or Title Search	to				
1103. Title Examination	to				
1104. Title Insurance Binder	to				
1105. Document Preparation	to Bankers Title & Escrow Corp.				
1106. Packaging & Shipping Fee	to				
1107. Attorney's Fees	to				
<i>(includes above item numbers:)</i>					
1108. Title Insurance	to Old Republic Title Insurance Group				1,806.50
<i>(includes above item numbers: 1102)</i>					
1109. Lender's Coverage	\$				
1110. Owner's Coverage	\$ 324,360.00		1,806.50		
1111. Payoff Processing Fee					
1112.	Bankers Title & Escrow Corp.				
1113.					
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES					
1201. Recording Fees: Deed \$ 12.00; Mortgage \$; Releases \$				12.00	
1202. City/County Tax/Stamps: Deed ; Mortgage					
1203. State Tax/Stamps: Revenue Stamps 1,201.13; Mortgage				1,201.13	
1204. Recording Fee - Order	to Williamson County Register of Deeds				22.00
1205.					
1300. ADDITIONAL SETTLEMENT CHARGES					
1301. Survey	to				
1302. Pest Inspection	to				
1303. Advertising Expenses	to HND Auctions				3,500.00
1304. 2019 County Taxes	to Williamson County Trustee		013JA03500		2,147.00
1305.					
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 902, Section K)				1,678.13	7,475.50

Claims Listing

Name	Clm#	Filed	Description	Type	Level	Monthly Payment	Principal Paid	Principal Owed	Claimed Amount	Sched Amount	Account No.	% Paid	Rsv	Int Rate
1305 CLAIM	1		UNSECURED - 1305	O	43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
BANCORPSOUTH BANK	2	✓	MTG-ON GOING MTG PYMT	D	21	\$275.00	\$550.00	\$0.00	\$0.00	\$0.00				
BANK OF AMERICA NA	3	✓	MTG-ON GOING MTG PYMT	D	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
TOYOTA MOTOR CREDIT CORP.	4	✓	AUTOMOBILE LOAN	V	21	\$356.99	\$625.08	\$11,974.92	\$12,600.00	\$12,600.00		4.96%		5.50%
UNITED STATES TREASURY	5	✓	PRIORITY CREDITOR	C	22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
	6		COSTED - LEASE PYMT/POST PET	K	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
BECKET AND LEE LLP	7	✓	UNSECURED CREDITOR	H	41	\$0.00	\$0.00	\$9,518.02	\$9,518.02	\$9,518.02				
ASCEND FEDERAL CREDIT UNION	8	✓	UNSECURED CREDITOR	H	41	\$0.00	\$0.00	\$12,900.65	\$12,900.65	\$17,811.23				
BANK OF AMERICA	9		UNSECURED CREDITOR	H	41	\$0.00	\$0.00	\$0.00	\$0.00	\$11,793.22				
CAPITAL ONE BANK USA NA	10	✓	UNSECURED CREDITOR	H	41	\$0.00	\$0.00	\$9,906.18	\$9,906.18	\$9,818.83				
CHASE CARD	11		NOTICE ONLY	N	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
US ATTORNEY GENERAL	12		NOTICE ONLY	N	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
UNITED STATES TREASURY	13	✓	UNSECURED CREDITOR	H	41	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			✓	
ASCEND FEDERAL CREDIT UNION	14	✓	UNSECURED/MODIFIED	M	31	\$0.00	\$787.11	\$4,212.89	\$5,000.00	\$0.00		15.74%		9.50%
BANCORPSOUTH BANK	15	✓	MTG-PRE-PETITION ARREARS	E	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
BANCORPSOUTH BANK	16	✓	MTG-GAP PYMTS (POST PET/PRE CONF)	E	22	\$0.00	\$825.00	\$0.00	\$825.00	\$0.00		100.00%		
BANCORPSOUTH BANK	17	✓	MTG-FEES, COSTS & EXPENSES	R	22	\$0.00	\$0.00	\$1,023.40	\$1,023.40	\$0.00			✓	

Attorney Listing

Name	Description	Fee in Plan	Fee Paid Outside	Fee Paid to Date	Initial Amount	Fee Remaining
ROTHSCHILD AND AUSBROOKS PLLC	ATTORNEY FEE	\$3,853.00	\$0.00	\$1,540.00	\$0.00	\$2,313.00
ROTHSCHILD AND AUSBROOKS PLLC	ATTY SUCCESS INCENTIVE/PRIOR ATTY	\$400.00	\$0.00	\$0.00	\$0.00	\$400.00

Clerk Fees (Filing Fees / Notice fees) Listing

Name	Description	Fee in Plan	Fee Paid Outside	Fee Paid to Date	Fee Remaining
US BANKRUPTCY COURT	FILING FEE	\$235.00	\$0.00	\$235.00	\$0.00
US BANKRUPTCY COURT	NOTICE FEE	\$75.00	\$0.00	\$75.00	\$0.00

Debtor Refund

Name	Description	Refund Amount	Amount Paid	Amount Owed
------	-------------	---------------	-------------	-------------

422

Claim Payout

Creditor Type	Cost	No Cost	SubTotal	Trustee	Total
Notice / Filing Fees					
Secured	\$12,998.32		\$12,998.32	\$471.44	\$13,469.76
Secured Arrears					
Unsecured	\$36,537.74		\$36,537.74	\$1,325.20	\$37,862.94
Priority	\$400.00		\$400.00	\$14.51	\$414.51
Attorney	\$2,313.00		\$2,313.00	\$83.89	\$2,396.89
Attorney (Type 5)					
Continuing Debt Arrears					
Totals	\$52,249.06		\$52,249.06	\$1,895.04	\$54,144.10
	Balance on Hand		\$776.04	\$28.15	\$804.19
			Totals Less Balance on Hand		\$53,339.91

M2019-02059-COA-R3-CV

FILED
NOV 20 2019
Clerk of the Appellate Courts
Rec'd By

NOTICE OF APPEAL

Style JEFFREY RYAN FENTON

v. FAWN [REDACTED] FENTON

Notice

Notice is given that JEFFREY RYAN FENTON

[List name(s) of all appealing party(ies) on separate sheet if necessary]

appeals the final judgment(s) of the Chancery Court of Williamson
[List the circuit, criminal, chancery or juvenile court] [List the County]

County filed on 10/21/19 & 10/28/19 to the Civil Court of Appeals
[List the date(s) the final judgment(s) was filed in the trial court clerk's office] [Name the Court of Appeals (civil), Court of Criminal Appeals (criminal), or Supreme Court (Workers' Compensation)]

Additional Information

Type of Case [Check the most appropriate item]

- Civil
- Criminal
- Post Conviction
- Workers's Compensation
- Death Penalty
- Parental Termination
- Habeas Corpus
- Juvenile
- Dependent and Neglect
- Other (Specify: QOP, Auction, Divorce)

Trial Court Number 48419B

Trial Court Judge Michael W. Binkley

Civil Appeal Cost Bond [Check the most appropriate item]

- Filed in trial court with copy attached
- Indigent with copy of indigency order or affidavit attached
- Cash bond filed in trial court with copy attached

424

Criminal Appeal Appearance Bond [Check the most appropriate item]

- Order appointing counsel with copy attached
- Appearance bond with copy attached
- Incarcerated pending appeal

TDOC Number [Appellant is an inmate] _____

List of Parties

Appellant: Jeffrey Ryan Fenton At trial: Plaintiff Defendant
Party's Address: 17195 Silver Parkway, #150, Fenton, MI 48430
Party's Telephone: (810) 354-8348
Attorney's Name: NA / Pro Se **BPR#:** NA / Pro Se
Attorney's Address: NA / Pro Se **Phone:** NA / Pro Se

** Attach an additional sheet for each additional Appellant **

Appellee(s)

Appellee: Fawn [redacted] Fenton At trial: Plaintiff Defendant
Appellee's Address: [redacted] Brentwood, TN 37027
Attorney's Name: Virginia Lee Story **BPR#:** 11700
Attorney's Address: 136 Fourth Avenue South, Franklin, TN 37064 **Phone:** (615) 790-1778

** Attach an additional sheet for each additional Appellee **

CERTIFICATE OF SERVICE

I, Jeffrey Ryan Fenton, certify that I have forwarded a true and exact copy of this Notice of Appeal by First Class, United States Mail, postage prepaid, to all parties and/or their attorneys in this case in accordance with Rule 20 of the Tennessee Rules of Appellate Procedure on this the 19th day of NOVEMBER, 2019.


 [Signature of appellant or attorney for appellant]

[Revised: 5-22-09]

425

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE

FAWN ██████████ FENTON
Plaintiff/Appellee

vs

Docket #48419B
COA #M2019-02059-COA-R3-CV

JEFFREY RYAN FENTON
Defendant/Appellant

FILED 2-18-2020
ENTERED _____
BOOK _____ PAGE _____
ELAINE B. BEELER, Clerk & Master

NOTICE OF FILING

Notice is hereby given that Trial Court transcripts from the hearing held on August 1, 2019, was filed in the above-styled matter on February 18, 2020.

Respectfully Submitted,
Sara B. McKinney, D.C.
ELAINE B. BEELER
CLERK & MASTER

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing notice has been sent by U.S. mail to:

Virginia L. Story
136 4th Ave. South
Franklin, TN 37064

Jeffrey Fenton
17195 Silver Pkwy, #150
Fenton, MI 48430

Court of Appeals
100 Supreme Ct. Bldg
401 Seventh Avenue North
Nashville, TN 37219-1407

This the 18th day of February, 2020.

Sara B. McKinney, D.C.
Clerk/Deputy Clerk

426
SBM

13 **Attention-Deficit Hyperactivity Disorder (ADHD) DSM-5 314.01 (F90.2)**

14 **Circadian Rhythm Sleep Disorder (CRSD) Non-24-Hour Sleep-Wake Disorder (Non-24)**
15 **DSM-5 307.45 (G47.24)**

16 Special Note: Although "OCPD" (Obsessive-Compulsive Personality Disorder) sounds very
17 similar to "OCD", a disorder and acronym which are much more common, "OCPD" is an entirely
18 different disorder, with very little, if anything, in common with "OCD". Please take a moment to
19 discover the differences, as is well described, in Exhibit #1.

20 Prior to receiving your letter titled, "Notice of Failure to Comply with Rule 24(b) or (c) or (d)" on
21 Thursday February sixth (snail mail to Michigan typically takes about five days), I had no idea
22 that anyone was waiting upon or expecting me to send anything to the Chancery Court for
23 Williamson County. Since to the best of my understanding, this is now a matter of the State of
24 Tennessee Appellate Court, instead of the Williamson County Court, whose ruling I am currently
25 appealing.

26 I furthermore believed that all parties were already in possession of the "Transcripts", since in the
27 first hearing on August 1st, 2019, Ms. Story (*Docket #48419B*) had previously contracted with
28 Ms. Susan D. Murillo, LCR, CCR to record/transcribe the hearing that day (*Exhibit #3*), for Ms.
29 Story's benefit, which I later voluntarily split the fees for, to also obtain a copy for myself.
30 Similarly, in the August 29th Hearing at the "Old Courthouse", Chancellor Michael W. Binkley
31 sought-out, found, and brought-in Ms. Emily L. Sipe, RPR, LCR with Harpeth Court Reporters
32 (*Exhibit #2*), to record/transcribe the hearing for the benefit of the court, as best I could understand,
33 since I am a "Pro Se" litigant (purely due to my poverty).

34 I've been in possession of both transcripts (as I believed that all parties were), since prior to filing
35 for an appeal. I could and would have immediately sent the transcripts to any party in need of
36 them, had I known that such a rule, need, or requirement exists, or had anyone simply contacted
37 me with a 30-second email or phone call, requesting that I send the documents.

38 It would have taken far less time for all parties, less expense for all parties as well (I had to skip
39 work on Monday, February 10th, and yesterday Monday February 17th, to research and respond to
40 these actions). Had the "system" merely been focused more towards promoting compliance and
41 less towards penalizing those who are not fortunate enough to be educated on every minute
42 technical detail of law, nor have the funds to defend themselves against high profile, high power
43 law firms, such as that owned by Ms. Story, I believe that everyone would have benefitted.

44 So far, the law, combined with Ms. Story's expert craftiness, dishonest and deceitful strategies,
45 and ethical/moral flexibility, is doing everything in their power to prevent my side of the story
46 from ever being HEARD in any court of law! Meanwhile I have been falsely accused of being a
47 "STALKER", of having posed some "danger" to Ms. Fenton worthy of revoking my
48 Constitutionally guaranteed RIGHTS as an American Citizen. While Ms. Fenton's claims are still
49 concretely founded upon false accusations, fabricated testimonies, deceptive, dishonest,
50 fraudulent, and outright perjurious allegations which have so far gone unchallenged, without
51 discernable care or scrutiny by the court, to protect those in NEED of protection, from the LAW
52 being manipulated into a weapon, by which to harm the party whose unheard testimony still
53 remains the TRUTH.

02/18/2020 13:40 810750:

THE UPS STORE TN

PAGE 04/54

54 At the same time, I have been deprived of my property, my home, my freedom, my income, my
55 reputation, my financial and physical sustenance, my health care provision, my retirement savings,
56 my ability to afford equivalent counsel, all while refusing to even allow me to be HEARD in a
57 court of law. That is a Federal Crime!

58 Part of the strategy employed by Ms. Fenton and Ms. Story has been to bombard me with multiple
59 simultaneous actions, largely based upon false and fraudulent claims, which Ms. Fenton KNEW
60 would completely destabilize me, and that I had no reasonable means of responding to or defending
61 myself against. Due both to my psychological disabilities, which Ms. Fenton well KNEW how to
62 manipulate and "trigger" to her advantage, and my poverty, leaving me with absolutely NO time
63 OR funds for my defense, while panicking about the very real prospect of suddenly becoming
64 HOMELESS. (As was eventually forced upon me, by Ms. Fenton, Ms. Virginia Story, and
65 Chancellor Michael W. Binkley, of the Williamson County Chancery Court.) Showing absolutely
66 no care or consideration about how or where I was to live, immediately or for the years to come,
67 nor the funding to sustain my most basic needs, or to help train and rehabilitate me to eventually
68 re-enter the workforce. They not only failed to ETHICALLY show CARE, but they went so far as
69 to show intentional MALICE towards me!

70 Ms. Story falsely claimed in court that my father owns a "lake house" in Tennessee, where I could
71 stay, which Ms. Fenton knew was a deliberate LIE! Obviously intended both to make it appear as
72 though my family has money, as well as to make it appear as though I had favorable OPTIONS,
73 neither of which are TRUE!

74 In contrast, Ms. Fenton's family is full of condescending "over-achievers", who literally have
75 millions, even tens of millions of dollars (according to Ms. Fenton's brother, Mark [REDACTED]
76 MBA), at their disposal.

77 It requires no more than a little common sense, to SEE who has the HIGH DOLLAR attorneys at
78 her beckon call, performing her bidding, despite the costs, while refusing EVERY attempt to
79 mitigate our damages in any way, shape, or form. Who CHOSE to DISCARD our home, along
80 with OUR \$200k in EQUITY, which was our entire life's savings, merely as a means of
81 EJECTING me from it! While fraudulently filing BANKRUPTCY simply to prevent me from
82 receiving ANY FINANCIAL SUPPORT. How does someone with a six figure income, file
83 bankruptcy on \$50k worth of debts, and STILL afford to be as absolutely LITIGIOUS AS
84 POSSIBLE, refusing all forms of collaboration, mediation, or loss mitigation of any and every
85 sort, merely out of spite, regardless HOW EXPENSIVE IT IS?

86 I repeatedly offered to drop this ENTIRE APPEAL, even as recently as two weeks ago, forfeiting
87 my ENTIRE LIFE SAVINGS, and ALL FUTURE HOPES OF PROVISION or vocational
88 rehabilitation (including voluntarily forfeiting the alimony which I am HONESTLY LEGALLY
89 due - Ms. Fenton's GREATEST compellent to date besides PRIDE), while signing a lifelong
90 mutual "Hold Harmless" agreement with Ms. Fenton, IF only Ms. Fenton and Ms. Story would
91 agree to TWO terms, neither of which have any REAL financial impact upon either of them, yet
92 they have UNWAVERINGLY REFUSED. So now this isn't even just about MONEY anymore,
93 or ALIMONY which Ms. Fenton was intent to discard me without. Now the only remaining
94 motivation is POWER, PRIDE, and/or VENGEANCE, at ANY COST! Even at the cost of them
95 both being potentially exposed for FRAUD! They will claim that it is due to some FEAR that I'm

96 an insane, threatening, and dangerous person, but if that were the case, wouldn't there be some
 97 EVIDENCE PROVING THAT, beyond their wild (fraudulent) and unsubstantiated claims? Why
 98 would they be so THREATENED by my testimony being HEARD in a court of LAW, if their
 99 ascertains were REALLY founded upon the TRUTH? Why are they paying a small fortune in legal
 100 fees to keep me GAGGED in a STRAIGHT-JACKET?

101 IF I was REALLY that terrible, awful, dangerous person, HOW would I have made it to being 50-
 102 years old without EVER a single arrest? Would I have literally thousands of emails and texts over
 103 the past 15-years with Ms. Fenton, which are playful and fun loving in nature? She wants to exhibit
 104 the instability, chaos, and drama after I learned that my ENTIRE LIFE was being betrayed,
 105 demolished, and discarded, without an ounce of CARE or FAIRNESS (which still never compelled
 106 a single physical threat to be uttered, thought, or performed).

107 IF I really was that awful person, would I really care AT ALL about an out-of-state OP? I can
 108 promise you that if my intentions were devious, no piece of paper would ever stop me, or cause
 109 me to pause. The OP ONLY HARMS me if I'm TRYING to "DO THE RIGHT THING", and
 110 walk-away, with any fair chance at rebuilding any portion of my reputation, my vocation, and my
 111 life (however lessor in comparison to years past).

112 I'm pretty sure that all the horrible things which a jilted lover COULD do, are still illegal, even
 113 without an OP. (Besides, I offered her a lifetime hold harmless agreement, which would offer her
 114 far more protection against any future actions of mine. An OP only lasts for ONE YEAR at a
 115 time!) With zero contact between us, it will be difficult to justify a second year.

432

116 PLUS what she REALLY "FEARS" the most, is being EXPOSED ONLINE for the horrendously
117 uncaring, false, and fraudulent actions which she has brought against me through this divorce.
118 Those assaulting the core of WHO I AM, which our common friends would obviously KNOW are
119 a lie. (She can't have me posting anything about that on Facebook, even if it IS TRUE!) That or
120 exposing fraudulent and/or unethical business practices/contracts, possibly even high-profile
121 government contracts which weren't transparently handled. Even if not directly her FAULT, she
122 could still be an accessory to those she may continue to shelter.

123 If my honest desire was to INVEST what little TIME I have left into exposing other people's
124 crimes, even though I've had my entire life passionately obliterated by Ms. Fenton and Ms. Story
125 this past year, the OP would have little if any bearing upon that. Online, almost anything can be
126 done anonymously. So, if that was really the desire of my heart, it would have already been done
127 by now.

128 I'm not wasting a moment which I have left in my life upon reigning wrath upon someone whom
129 I still love, protect, and advocate for. I won't even allow my friends and family to speak poorly
130 about Ms. Fenton (Ms. Story is another issue!) Despite the UGLINESS and UNFAIRNESS of
131 how it all ended, no one in MY LIFE has ever done more for me, or meant more to me, than Ms.
132 Fenton has in YEARS PAST!

133 That doesn't make how things ended "fair", "deserved", or "due" by any means! But it does make
134 her still loved and forgiven, so I keep trying to offer her a "free pass" if only she will RELEASE
135 me so that I can move forward, yet she refuses. After years of begging to be free (which to her
136 meant not paying me any financial settlement or alimony, for everything which I have now lost,

137 by HER UNILATERAL ACTIONS, while I had absolutely NO warning, choice, or opportunity
 138 to attempt to "course correct", or to at the very least mitigate our losses. Because I still LOVE her,
 139 I'm willing to lose EVERYTHING, if merely she'll allow me to walk away with a CLEAN
 140 SLATE, simply regarding that which is within her control. I'm not even asking for her to pay off
 141 her share of the nearly \$100k of MARITAL DEBTS which she abandoned in my name, which
 142 collectors are still trying to collect!

143 Since there is absolutely no possible outcome of this APPEAL, EXCEPT for either Ms. Fenton or
 144 I to LOSE MORE (neither of which I want to be a part of), I wish that she would concede to my
 145 petty requests, that we ALL might MOVE FORWARD with our lives, and try our best to forget
 146 the horrendous transgressions and personal LOSS which took place here in the Williamson County
 147 Chancery Court!

148 My two conditions which I've offered to Ms. Story and Ms. Fenton in order for me to drop every
 149 action in my appeal, to sign mutual life long hold-harmless agreements with Ms. Fenton, and to
 150 walk away from our marriage, our lives, all my PREMARITAL assets and investments, along with
 151 any hope that I ever had at "home ownership", "prosperity" and "retirement". While promising to
 152 never again step upon Tennessee soil, unless legally left with no alternative, are as follows:

- 153 1. Immediately drop and expunge the OP, erasing every trace of it, as though it never
 154 was erroneously ordered. (To "clear my record" for employment, as well as to restore my
 155 constitutional rights as an American Citizen, which are WORTH more to me than all the
 156 MONEY in TENNESSEE! This would have NO meaningful impact upon Ms. Fenton,
 157 financially, or otherwise, as I have reasonably explained in great detail. (I LIVE 600

158 MILES AWAY, AND WITHOUT ANY PROVISION FROM Ms. Fenton, a judgment
159 against Ms. Story, Williamson County, or the other parties complicit in the nearly
160 incomprehensible LOSS which I have Suffered, at the hands of this Tennessee JUSTICE
161 system, I have no means of moving ANYWHERE within the foreseeable future.

162 a. If anyone, anywhere, has the SLIGHTEST doubt about whether I pose ANY
163 "threat" of "danger" to Ms. Fenton, then please GLANCE at Exhibit #4, and that
164 should put your mind at EASE! (Though it might make you question Ms. Fenton's
165 potential for a violent shooting spree.)

166 2. For Ms. Fenton to assume full legal responsibility for ALL HER LEGAL
167 EXPENSES, for EVERY ACTION brought against me! Court costs, attorney's fees, etc...
168 It is absurd discrimination to the highest degree that I was EVER ORDERED to pay for
169 any part of Ms. Fenton's LEGAL expenses, in the FIRST PLACE! I see no purpose other
170 than to CONTINUE TO LEGALLY DOMINATE AND BULLY ME, which was the
171 overwhelming theme of EVERY ACTION pursued by Ms. Story!

172 EVERYONE KNOWS THAT I'LL NEVER BE ABLE TO PAY A PENNY OF THIS, AND
173 THAT THEY'LL NEVER BE ABLE TO FORCE ME TO! (I'm broke, I'm legally
174 "uncollectible", I'm disabled, and I'm unemployed, with only the slimmest of vocational
175 opportunities for the future.) This is kept by Ms. Fenton and Ms. Story for ONE and only one
176 reason, TO CONTINUE TO OPPRESS ME! To continue HOLDING me down. Forcing me to
177 BOW BEFORE THEIR POWER!

178 While I enjoyed no meaningful legal representation whatsoever! But was forced instead to
179 represent myself PRO SE, after exhausting my mother's resources fighting FALSE

180 ALLEGATIONS, before ever even BEGINNING to discuss or defend our actual DIVORCE
181 action in court!

182 If it is of greater value to continue to HOLD ME DOWN, as obviously I have so far been unable
183 to stop, then I believe that the season is ripe to hear my voice, and to bring about some legislative
184 changes in how we treat each other as "equals", regardless of gender, social class, and any potential
185 disabilities suffered. The LAW says that I am EQUAL, yet you have CLEARLY treated me as
186 NOT SO. The question is what must be done to restore unto me that which the LAW (both State
187 and Federal) says? (Peacefully, with a pen, not a sword, I assure you. As Ms. Story and Ms. Fenton
188 contemplate how they might pervert, twist, and leverage my words to continue to "cuckold" me
189 even further...)

190 I WANT to become a computer technician or programmer, not a LOBBYIST! I haven't TIME left
191 in life to become BOTH! I'm willing to sacrifice my lifestyle and the money which I have earned
192 and am rightfully due, but I REFUSE to sacrifice my RIGHTS as an AMERICAN CITIZEN, while
193 I have yet never broken a single LAW, violating such RIGHTS!

194 Provided that no further actions are taken against me, this offer to "settle" shall remain open,
195 as stated herein, through the last day of this month (February 2020). As of March 1st, 2020,
196 if this offer has not been already formally accepted, in a manner which I (and any counsel I choose
197 to consult) find secure, binding, and acceptable, then this "settlement offer" shall forever be
198 immediately rescinded, to never be mentioned or available again. As I determine to see this appeal
199 through fruition, being judicially decided, by the highest of courts if necessary. At that point, I
200 shall refuse every "settlement" offer or opportunities for "mediation", with the same tenacity and

201 stubbornness with which Ms. Fenton showed in every action which she pursued with the
202 assistance of Ms. Story. This is the FINAL OPPORTUNITY to make this all "go away" with very
203 little (IF any) "consequences" taxed to the Appellee, her counsel, and the truly UNFAIR Chancery
204 Court.

205 The only reason WHY I'm willing to "let go" of what Ms. Fenton justly OWES ME right now, is
206 not because of any personal "inability to maintain the fight". Rather, it is because of my LOVE
207 for Ms. Fenton, despite EVERYTHING which has transpired over the past two years, love is still
208 my strongest compellent. I'd rather fight FOR than AGAINST Ms. Fenton ANY DAY, but that
209 option has now been taken away from me.

210 Here is a FB post of mine from 5/29/2019: "*When the only one you can "win" anything from, is*
211 *the one whom you love the most, you lose.*"

212 Though having my person assaulted far BEYOND the realm and reach of our marriage and any
213 financial considerations in either of our lives, I have no choice but to draw a line on how MUCH
214 I'm willing to sacrifice for my love of Ms. Fenton.

215 The offer stated above being the FURTHEST which I can go without being able to either put this
216 all BEHIND me, to focus on REBUILDING my life TODAY, or needing to continue in this
217 litigation in order to CLEAR MY NAME, while seeking RESTITUTION and FAIR compensation
218 for the continuing years which this relationship unjustly costs me.

219 I've given Ms. Fenton every chance in the World to accept this generous offer, time and time
220 again, but I have nothing else left to GIVE her, and I can't afford to continue GIVING it. She

221 must either accept my offer, or reject it forever, while accepting responsibility for the
 222 consequences she will incur and experience, whether known and obvious or yet unpredictable, to
 223 be eventually determined by a court, regardless of the COSTS. I anticipate that continuing
 224 litigation will probably define at least the next year or two of our lives, with likely financial,
 225 professional, political, social, and emotional expenses for us both. I'm willing today to forfeit
 226 that, **SETTING HER FREE to LIVE the BEST LIFE** that she can, if only Ms. Fenton will return
 227 the favor by **FREEING ME**, to move forward unencumbered.

228 **It is impossible to hold onto your anchor AND be free from it! She must let go! Or she must**
 229 **remain in relationship with me, if only to continue the FIGHT.** With my freedom being the stakes
 230 which she has raised, there regretfully is no third alternative!

231 I'm only in "control" of me though, I have **NO CONTROL** over what Ms. Fenton is willing to
 232 "**LET GO OF**", or at what **PRICE** that decision would become acceptable to her and her family.

233 The end results should speak volumes to the **COURTS** though, as that which I've presented here,
 234 regarding the obvious **POTENTIAL** for her **GAIN vs her LOSSES**, requires no more than
 235 "common sense" to see and calculate. To knowingly pursue one's own **GUARANTEED** financial
 236 **LOSS**, reveals a motivation far deeper than "self-preservation".

237 **IF** only she would accept this generous offer of mine, which must come to a close within the next
 238 couple of weeks, for understandable reasons, she would **NEVER** hear from me or see me again,
 239 while owing me absolutely **NOTHING!**

240 I can't BOTH move forward to build a future AND stay behind to fight for my FREEDOM
241 simultaneously! Forced to choose between the two, I will fight to have my Constitutionally
242 guaranteed Freedoms restored, and the slander slinging my name erased from the annals of history.

243 If I can't do that, then I will finish out my days as a lobbyist, as a "poster child" openly fighting
244 against Civil courts being able to judge any citizen with an ill reputed CRIMINAL designation,
245 such as a "STALKER", while depriving those citizens of their Constitutionally guaranteed
246 Freedoms as an American Citizen, without first being provided with legal counsel (as in all
247 criminal cases), and being tried before a JURY of their peers (rather than one potentially biased
248 judge).

249 The only exception which I believe makes sense, is for emergency exparte' actions, to protect any
250 immediate DANGERS, which due process could delay to the point of placing a party in physical
251 danger.

252 Still, I believe that the guidelines for what qualifies for an exparte' OP, as well as the penalties for
253 falsely testifying to have one ordered against another person, need to be sharply stiffened and
254 highly defined. From my research, probably 50% of the cases right now, are MALICIOUSLY
255 requested, supported by LIES, and are awarded by trial judges. That is a horrendous CRIME
256 against ANY FREE, LAW ABIDING, TAX PAYING, AMERICAN CITIZEN!

257 This is how my case was. I was treated like "Hannibal-Lecter" before the judge ever made eye
258 contact with me! (And it wasn't because I wore a face mask to keep me from eating people.) I
259 honestly believe that it was from character assassination from Ms. Story's barrage of pre-trial

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260 actions, slander, falsified testimony, sexual discrimination (taking the female's side by default –
 261 wanting to "protect" her), some nepotism, and meticulously crafted bias (created by Ms. Story's
 262 strategy and narrative of LIES). I believe that I NEVER had (or have) a FAIR chance inside a
 263 Williamson County Courtroom!

264 The strange part about it, was that I spent the better part of two days inside Chancery court rooms
 265 with Chancellor Michael W. Binkley, and in every case, with the exception of ONE, immediately
 266 prior to the FIRST time which I sat before his bench, I really liked the guy! He seemed to be very
 267 positive, polite, affirming, gregarious, encouraging, admitting the fallibility of his own humanity,
 268 even being humorous on several occasions. I genuinely liked his Honor, up until he got to the last
 269 person right before me, where the man obviously had a speech impediment, and Chancellor
 270 Binkley grew frustrated, a bit demeaning, demanding of the gentleman to answer when he was
 271 going to quit being "underemployed" to support his family properly. The gentleman stated that he
 272 had just obtained a new job earning \$50k per year, and that WAS his attempt to maximize his
 273 vocational potential in that season. The Chancellor did not accept that answer and grew increasing
 274 irritated with the man, ordering the man's attorney to spend some time with him to better prepare
 275 him for providing testimony to the court, that if he returned again while stuttering and being unable
 276 to quickly and concisely answer the Chancellor's questions on the stand, then he would charge the
 277 man with some penalty.

278 At that point, my attorney whispered into my ear, and we both knew that I didn't stand a chance,
 279 as a disabled, unemployed man, supported by my wife (even by mutual agreement – which she
 280 now LIED about), in the court room of Chancellor Michael W. Binkley, the discriminating

440

281 advocate for **WOMEN**, despite the circumstances and the outlandish **LIES** which they **SWEAR** to
282 be **TRUE!**

283 We were both correct. Chancellor Michael W. Binkley assumed an entirely different posture than
284 what I had witnessed all day, previously laughing with him and being impressed with his obvious
285 people skills and apparent care to take the time to encourage both litigants and their counsel,
286 complimenting those who he believed performed well in their delivery before the court. That was
287 all over once I sat before the bench.

288 The Chancellor Michael W. Binkley that I sat in front of, never once obtained eye contact with
289 me, nor even said "hello". He never questioned the validity of a single claim by Ms. Fenton and
290 her counsel, having already established a relationship in multiple actions prior to this trial, meant
291 to bias his heart toward favoring and protecting Ms. Fenton, considering me an **ANIMAL** which
292 needed to somehow be "controlled" or put-down.

293 Per the transcripts (*Exhibit #2*) from the hearing on 8/29/2019, near the bottom of Page-16, Lines:
294 15-19. Chancellor Binkley states, "**One of the biggest problems I'm bumping up against in**
295 **trying to make the best decision here is who's going to control the husband? Exhibit One**
296 **and Exhibit Two show some very disturbing conduct."**

297 First of all, **WHO** proved that there was ever any **NEED** to **CONTROL ME?** This was all based
298 upon multiple **FRAUDULENT** exparte' filings provided by Ms. Fenton and Ms. Story, before I
299 ever even walked into a court room! Not a single **TRUE** piece of evidence (*Exhibit-1* presented by
300 Ms. Story), was the result of **MY** actions alone, but rather had been done **YEARS** earlier,

441

301 collaboratively, by agreement, by both Ms. Fenton and I. Such as installing the fence, the alarm
 302 system, laying out and installing the security cameras, the "no trespassing" signs, etc... I provided
 303 the court with DIFINITIVE proof (in my filing "2019-08-29 HUSBAND's RESPONSE &
 304 COUNTERMOTION for Violation of Exparte' Order of Protection", along with approximately
 305 250-pages of CLEAR & COLORFUL exhibits). Showing beyond any shadow of a doubt that Ms.
 306 Fenton was not only my VOLUNTARY PARTNER in these actions, but many of them she
 307 actually DESIGNED and selected herself, while drawing structural details of our home, showing
 308 me exactly how to install the security cameras, with the existing framing, which I was unfamiliar
 309 with.

310 The camera system itself, was purchased approximately 4-years earlier, and had as much to do
 311 with my IT business and general interest in technology, as it did anything else. The security
 312 cameras have been used so far to help one of our NEIGHBORS catch vandals who ran over their
 313 mailbox! Likewise, the alarm system was purchased in 2011 or 2012, immediately upon
 314 purchasing our home, as we had an old outdated alarm system in my previous residence. As for
 315 the back-yard fence, surely having a FENCE is no indicator of being a "paranoid deviant" or a
 316 "danger" to society. Ours was a neighborhood friendly, high-grade, decorative aluminum fence,
 317 with a custom design, as meticulously drawn and specified by Ms. Fenton!

318 Our backyard fence was primarily installed to protect our WILDLIFE (which we fed each day),
 319 from the threats of the neighbors hunting dogs and cats, which they often allowed to run loose
 320 through the neighborhood, and lie in wait to kill birds which we had put food out for. (A slow-
 321 motion video showing our neighbors cat snagging a blue jay off of our fence railing (where Ms.

442

322 Fenton put food for them), as I sat looking out the window while eating my lunch, is available
323 upon request.)

324 So, we installed a THREE-SIDED fence in our back yard, leaving the back OPEN to the hundreds
325 of acres of protected woodlands, to allow WILDLIFE into our back yard, while keeping the
326 neighbors and their pets OUT of our backyard.

327 The fence installer even got upset, while installing one of our gates near our driveway, because
328 the neighbor's yappy poodles were on our property (as they almost always were), circling his feet,
329 while barking at him nonstop. Before the fence, this was a daily part of our lives. Having reached
330 the limit of his tolerance for the situation, the fence installer yelled (loud enough for the neighbors,
331 who owned the dogs to hear), "It is pretty bad when you need to install a fence, just to keep
332 your neighbors pets off your property!" Yet there was no greater motivation for us to have a
333 fence installed! While adding the fence was one of Ms. Fenton's most ENJOYED improvements
334 which we made to that property.

335 Then to demonize it, manipulate the purpose, and use it against me, to falsely "demonstrate" my
336 "devious" "paranoid" and "antisocial" behavior, that was incredibly DEMEANING &
337 ETHICALLY WRONG!

338 What did we capture the most of and watch fondly together on our surveillance system, DEER,
339 RACCOONS, POSSUMS, and the entire community of wildlife, which largely came out of the
340 shadows throughout the night! There was hardly a night which went by where we didn't have
341 video of at least a half-dozen deer grazing, laying down, or sleeping in some area of our yard. I

443

342 understand that may not be "NORMAL", nor is our love and care for WILDLIFE, but if caring
343 for, protecting, feeding, and having compassion for the innocent lives around us isn't
344 "NORMAL", then I pray that I NEVER become normal! While Ms. Fenton was the driving force
345 which caused my heart to bend in favor of NATURE!

346 Regarding the "scary" no trespassing signs, those started off much smaller stock signs, also
347 purchased 4+ years ago, as an entirely collaborative effort between Ms. Fenton and I. (I provided
348 a SLEW of documentation showing Ms. Fenton's involvement, planning, communications, and
349 assistance in purchasing and designing these signs in my "2019-08-29 HUSBAND's RESPONSE
350 & COUNTERMOTION for Violation of Exparte' Order of Protection", which the court failed to
351 acknowledge any portion of, except for a small misquoted paragraph, manipulatively interjected
352 by Ms. Story during our hearing on 8/29 at the "Old Courthouse" in Franklin,, which Chancellor
353 Binkley accepted verbatim, without reading it himself, nor allowing me to defend myself against
354 the deceptive assertion by Ms. Story, as Chancellor Binkley "harshly punished" me, revoking
355 my legal right to take MY personal property (which had been divided between me and Ms. Fenton
356 for OVER a YEAR), as Ms. Fenton's own DIVORCE COMPLAINT STATED in Docket
357 #48419B, filed on June 4th, 2019, Page-2, Section IV: "Plaintiff would show that the parties
358 have no assets other than personal property which has been divided with the exception of a
359 few items. Husband and Wife have lived separately since April 2018."

360 HENCE every claim by Ms. Story that I shouldn't take with me ANY of MY personal property,
361 was purely manipulative and abusive DECEPTION, if not outright PURGERY, in my opinion!
362 "Harassment by Legal Process", at the very least! AND WHY did she do this? The house
363 auctioned for nothing, it didn't matter what we left, the investor who purchased and flipped the

364 property, discarded \$10k worth of stuff which we left behind. Hence the ONLY motivation which
 365 I can find for Ms. Story's FALSE allegations, angering Chancellor Binkley at me, causing me to
 366 be escorted off my property by the Sheriff's Department, being allowed NO time to pack, or even
 367 allowing me to take with me ANY of my PERSONAL property (which Ms. Fenton's divorce
 368 complaint admitted that we split up a YEAR earlier), was merely BECAUSE SHE COULD!

369 To demonstrate her POWER to me! Her SUPERIOURITY! To unfairly DOMINATE me once
 370 again! Attempting to make me regret ever crossing her path and challenging her claims! All of
 371 which is entirely malicious litigation, for which I DESERVE FAIR RESTITUTION for my
 372 incredible PAIN and SUFFERING, at the tips of her talons!

373 It is true, that I am not an attorney. It is true that I don't have the technical expertise to manipulate
 374 the law to perform my bidding, regardless of what side I am on, as Ms. Story does. It is true that I
 375 have absolutely no chance at surviving this financial holocaust, which was unexpectedly thrust
 376 upon me, with absolutely no warning or opportunity for me to mitigate our damages, despite what
 377 Ms. Story and Ms. Fenton have deceitfully claimed without question in this court.

378 As with everything in life, there are both CAUSES and EFFECTS. Choices, actions, and then
 379 consequences. So far, the court has ONLY heard about some strategically manipulated, pre-staged,
 380 high drama, precisely targeted LIES meant purely to annihilate their opponent (which is regretfully
 381 me) at ANY and ALL costs! While Ms. Fenton has leveraged any and every resource, both within
 382 and outside the law, either at her disposal, within her reach, or within the reach of her wealthy and
 383 condescending family, for the mere EGO boost of watching me be ground into fine dust.

384 Manipulating both State and Federal court systems, expertly in concert, to “play the parents
 385 against each other”, for the benefit of TAKING the most which either can offer, without a
 386 comprehensive understanding of the implications and effects of each court upon the other, not
 387 hearing or seeing the formation of the concert, or the part which each section plays at the maestro’s
 388 bequest. Believing instead that these are a bunch of unrelated coincidences or misfortunes,
 389 evolving out of the same puddle of mud, rather than recognizing the majesty, magnitude, or the
 390 architectural beauty of the transcending symphony being birthed before while unconsciously
 391 engulfing them. A feat which in and of itself, is one of tremendous skill, virtually unconceivable
 392 strategy, requiring extreme precision, with a degree of planning so intricately detailed, violently
 393 delivered, with a ferocity never caught by the court’s eyes. Which is easier to disbelieve than to
 394 catch a glimpse of, study, and eventually recognize, that the assault actually DID take place,
 395 though completely undetected in the moment. Followed by deliberate yet undiscernible or
 396 intentionally overwhelming actions, which ultimately culminated into the flawless execution of
 397 the PERFECT CRIME! Or did someone “accidentally” catch a momentary glimpse? Like a
 398 studder during the movie, “The Matrix”. Where you can begin to see the hallway of mirrors, and
 399 curiously risk exploring deeper in search of the TRUTH.

400 That is the only hope that I have in this case. That one of the three Justices on the Appellate Bench
 401 will see beyond my desperate cluster of WORDS, to the UNCONSCIONABLE TRUTH which
 402 they are pointing toward, lunging toward, desperately seeking to EXPOSE! Without that one
 403 momentary glimpse, with the curiosity and care to explore deeper (despite probably exploring
 404 alone), with the willful determination to “risk” questioning the “norm” and the relationships being
 405 leveraged, previously believed to be of high esteem, to an unwavering determination to push

406 beyond everything which seems so OBVIOUS (for a reason), to uncover and ultimately discover
407 THE TRUTH, about who I am, what threat if any I pose, how "fairly" have I been treated during
408 this outright ambush of totally unnecessary, yet unconscionably abusive exercises of deliberately
409 malicious litigation.

410 ALL for the sake of Ms. Fenton's PRIDE, despite the economic and emotional costs, the POWER
411 of being seen by her FAMILY as a STRONG, POWERFUL, SUCCESSFUL, and
412 INDEPENDENT PERSON is worth EVERYTHING to her in this hour. What scares me for Ms.
413 Fenton's future, is what will become of her after this hysterical hour of mid-life has passed, along
414 with everything which she once dreamed of, which I helped to put within her hands? Now she will
415 have neither the companion nor the commodity. Once her family is no longer shouting in the
416 wings, for her to FIGHT, what will she have left to cling onto? That literally makes me cry, and
417 want to walk away from everything that I earned, owned, and possessed just two years ago, or that
418 I am JUSTLY due now, for my investments and contributions into both of our lives, which has
419 been forcibly and wrongfully stripped from me.

420 For over a decade my "job" has been to be Ms. Fenton's "bouncer", her "defender", her
421 "advocate", her "encouragement", her "confidence", her "helper" and "assistant" at every turn, her
422 "IT guy in her pocket", the strength, leverage, and TIME to help Ms. Fenton REACH her OWN
423 dreams! The whisper of "HOPE" into her ears, while they naturally cling to depression and despair.
424 In the end, I was also Ms. Fenton's "fall guy" and her "sin keeper", to protect and preserve her
425 person, her credit, her reputation, her financial security, her career, and ultimately her PRIDE,
426 from the ugly consequences of mistakes which we both made together, during the course of our
427 marriage, in the challenges that we faced side-by-side, before I became too ugly for her to be

447

428 associated with. (Also due to her PRIDE.) I have never had to do anything more unnatural,
 429 disheveling, painful, and ultimately heartbreaking in my life than to FIGHT AGAINST the one
 430 woman whom I have FOUGHT FOR, throughout the past 15-years of my life! I don't even think
 431 that she can SEE it anymore. I don't think that she can SEE ME anymore. That's why I begged
 432 the court, in my "all in one" response and counter-motion, filed on August 29th, 2019, which Ms.
 433 Story had the audacity to briefly misquote to the court during the hearing that day, to erroneously
 434 mislead and anger Chancellor Michael W. Binkley, which he stood upon verbatim, having never
 435 read the document, while denying me the ability to defend the misquoted claims. So in the end,
 436 my "all in one" defense of 63 typed pages, accompanied by approximately 250 pages of clearly
 437 demonstrative exhibits, proving beyond any shadow of a doubt, that I have been falsely accused,
 438 restrained, and harmed through the actions of Ms. Fenton, Ms. Story, and Chancellor Binkley,
 439 while the court provided the MUSCLE to hold me down, and then to drive me out, as Ms. Story
 440 and Ms. Fenton pillaged and looted everything meaningful which I had accumulated, earned,
 441 invested, or gained to date, in my life.

442 This is what the LAW has had to offer me in Williamson County Tennessee! Having NEVER once
 443 been arrested or charged with ANY crime, throughout my entire life! Having NO history of
 444 "domestic disturbances". Having not even received a single traffic citation during my 25-year
 445 residence, as a proud, hardworking, well respected, and honorable Tennessee citizen.

446 Ms. Fenton DECIDED and admitted to me, right before she abandoned me and our home, that
 447 however regretful and sad that she found it, that the only way for her to prosper
 448 INDEPENDANTLY and be FREE, was to TAKE away everything that I had built in my life,
 449 purely for her own gain.

448

450 Ms. Fenton could not CONCEIVE of an outcome, divorce settlement, or judgment which did not
451 absolutely DESTROY one of us, so she consciously chose to DESTROY me, in order to "FREE"
452 herself, of any financial consequences caused by or during our marriage.

453 Yes, she filed bankruptcy on \$50k in primarily personal debt (caused almost entirely by her divorce
454 actions), with the earning potential of over \$100k per year, as a graduate of MIT, holding an
455 Architects License in the State of Tennessee. While I invested my life into helping HER reach
456 HER dreams, and I was left penniless, homeless, and destitute, at FIFTY years old, with only a
457 High School education, refusing to even help me obtain a short-term technical certification to help
458 equip me re-enter the workforce. After over a decade of her being our family's primary bread
459 winner (by mutual agreement), affectionately calling me her "house husband", as I filled every
460 CRACK in our lives to enable us both to reach much further together (standard of living) than we
461 ever could have apart.

462 When we met, Ms. Fenton was NOT an architect, nor did she have any plans of EVER becoming
463 one! I encouraged her to reach for that brass ring, shortly before Tennessee changed their licensing
464 requirements, which would have prevented Ms. Fenton from ever becoming a licensed architect
465 in the State of Tennessee (or most of the country), without first obtaining a master's degree.
466 (Despite her undergraduate degree being from MIT, it was not accredited for Architecture, without
467 requiring further education first.) In order to pursue a master's degree, Ms. Fenton would need to
468 relocate away from Nashville for several years, which she adamantly swore that she would never
469 do. (At that time, Ms. Fenton believed that her entire MIT education was a massive WASTE of
470 money!) I helped change her perspective about that!

449

471 At the same time, when we met, I made more money than Ms. Fenton did. Regretfully due to my
 472 choices to help Ms. Fenton REACH her dreams, rather than continuing to invest my TIME into
 473 maintaining my own financial independence, I now am "qualified" to make approximately \$10
 474 LESS per hour than when we first met, approximately seventeen years ago, while Ms. Fenton's
 475 potential earnings have multiplied three-fold!

476 I was raised upon and have contended for "CONSERVATIVE" values all my life. I never thought
 477 that my "death-blow" would be dealt by a court that was "too conservative" to see men and women
 478 as EQUALS, when it came to be a family's primary breadwinner. (Including the responsibilities
 479 for care which come along with that role.) Now, for the first time, I must think of myself as
 480 "liberal", because being "conservative" to that extreme extent is synonymous with condoning of
 481 slavery, having separate drinking fountains, and denying women (along with people of color) the
 482 right to VOTE. It is being "conservative" beyond the tolerance of law, both state and federal. Yet
 483 it is the very TRUSTEES with whom we elect, to uphold our hard-won laws of equality, that are
 484 bending if not breaking it.

485 I may not be a scholar of LAW, but I know the difference between RIGHT and WRONG! Between
 486 FAIR and UNFAIR! Between COMMON SENSE and LITIGIOUSLY OPPRESSION! Between
 487 upholding the law to PROTECT the people, versus allowing the elite to twist and leverage the law
 488 to abuse, harm, and oppress those less financially, physically, and mentally fortunate.

489 I don't want anything that I have not EARNED! If the court could merely give me back what I had
 490 before I ever met Ms. Fenton, then I would happily be on my way! Regretfully, that is not even
 491 within the power of the court!

450

The scanned version of this document represents an exact copy of the original as submitted to the Clerk's Office. The original has not been retained.

V014
Appendix ~~13-4~~
13-4

TECHNICAL RECORD

IV

NO. 48419B

COA NO. M2019-02059-COA-R3-CV

FILED
JUN 15 2020
Clerk of the Appellate Courts
Rec'd By _____

APPEALED FROM
CHANCERY COURT
AT FRANKLIN TENNESSEE
MICHAEL W. BINKLEY CHANCELLOR
ELAINE B. BEELER, CHANCERY COURT CLERK

IN THE CASE OF
FAWN ██████████ FENTON
VS.
JEFFREY RYAN FENTON

TO THE
APPEALS COURT
NASHVILLE TENNESSEE

VIRGINIA L. STORY
135 FOURTH AVE. SOUTH
FRANKLIN, TN 37064
ATTORNEY FOR APPELLEE

JEFFREY RYAN FENTON
17195 SILVER PARKWAY, #150
FENTON, MI 48430
PRO SE APPELLANT

FILED 31ST DAY OF MARCH 2020.

CHANCERY COURT
NO. 48419B

Sara B. McKinney _____
CLERK
DEP. CLERK

02/18/2020 13:40

810756

THE UPS STORE TN

PAGE 26/54

492 So, all that I'm asking, is that I at least be HEARD by the TN STATE COURT! Without allowing
 493 my case to be thrown-out due to some legal technicality, which would not be "common sense", to
 494 the average person, who unfortunately can't afford to spend tens of thousands of dollars, in an
 495 attempt to defend himself against absurdly false claims, hoping only to survive the wrath of Ms.
 496 Fenton, Ms. Story, and the State of Tennessee, in a manner resembling some element of
 497 "FAIRNESS". Where I can realistically work toward becoming financially independent again,
 498 with a respectable vocation that allows me just a little more money than I need each month, to
 499 enjoy some level of comfort which I had earned, long before ever crossing paths, with Ms. Fenton.

500 Is that such an unreasonable request?

501 Please find and accept the attached "Transcripts". I also have an audio recording, from the August
 502 29th Hearing at the "Old Courthouse", which I believe adds CONTEXT by hearing the TONE of
 503 the communications: chastising, threatening, discriminatory, resentful, biased, and apparently
 504 collaboratively bombarding me from both the bench and by opposing counsel (Ms. Story), with
 505 very little differentiation between the two. I am also requesting a two-week extension to provide
 506 the court with a couple of "Statements of Evidence" regarding the events which have transpired,
 507 both in the most recent action with Ms. Story, as well as in Ms. Fenton's original divorce action
 508 (#47426 – attached as supporting Exhibits, along with the voluntary NON-SUITS after a
 509 "VERBAL SETTLEMENT AGREEMENT" (Exhibit #18) was reached between us on 10-27-
 510 2018 to stop dissolving our remaining life's savings, simply to waste on legal fees to continue
 511 FIGHTING in court.

451

512 In the end, contrary to the falsified narrative provided to the Court by Ms. Fenton and Ms. Story
 513 (#48419B), Ms. Fenton reneged upon the terms of our "Verbal Settlement Agreement",
 514 rescinding her commitment to pay me \$1,750 per month in Alimony for a period of 6-years,
 515 as she previously outlined and agreed to in paragraph #8 of the attached email dated 10/27/2018
 516 from Ms. Fenton, attached herein as "Exhibit #18".

517 On 12/22/2018 I received a series of texts from Ms. Fenton (*Exhibit #12*) sharing her disturbing
 518 discovery of what she calculated the tax implications of her making \$90k+ per year, while filing
 519 single after our divorce, while choosing to rent an apartment rather than keep our home or purchase
 520 another piece of property (which could provide a tax shelter), concluding the following:

- 521 • "Correct, my tax situation is going to suck for a very long time."
- 522 • "90k gross - \$31k taxes - \$21k alimony = \$38k net. Plus or minus."
- 523 • "Someday when alimony is done, I can get a job making only \$43k gross and have the
 524 same net of +/- \$38k."
- 525 • (*This was the point at which I KNEW in my heart that Ms. Fenton was lying about settling
 526 out of court, and planned to refuse to pay my agreed \$1,750 per month alimony, for the
 527 agreed period of six-years, for me to cooperatively vacate, forfeit, and allow the sale of
 528 OUR HOME.*)
- 529 • **I realized that I was being played!**

530 Ms. Fenton secretly decided that it would be more financially beneficial for her to continue to feed
 531 an attorney, rather than to reach any sort of FAIR "Settlement Agreement" with me. So we had
 532 gone from approximately \$2,400 per month in support (22%-24% of Ms. Fenton's Gross Annual

533 Income), for a period equal to half the duration of our marriage (initially 6 years), during my
 534 attempt at a COLLABORATIVE DIVORCE (which Ms. Fenton fought vehemently), down to
 535 \$1,750 per month in alimony for us to settle alone outside the courts, selling our home
 536 cooperatively, while equally splitting the proceeds, until that too Ms. Fenton refused to honor or
 537 proceed with.

538 THAT is WHY I was no longer "cooperative" with selling my HOME, because every penny which
 539 I had ever saved, we invested into it. I couldn't conceivably forfeit my one and only asset in the
 540 World, my only investment and provision toward retirement, as well as my personal domicile,
 541 without the guaranteed provision for me to rent or purchase another cheaper residence. Once I
 542 realized that Ms. Fenton changed her mind without notice, and had been lying to me for an
 543 unknown period of time regarding our "Verbal Settlement Agreement", I knew that I could no
 544 longer TRUST her without at least requiring Ms. Fenton to put her OWN WORDS in WRITING
 545 and simply SIGNING IT! No legalese or attorneys required, but rather a SIMPLE signed
 546 agreement between the two of us, which we are both MORE than capable of drafting ourselves.
 547 Yet to no avail, Ms. Fenton REFUSED to sign ANY agreement including ANY alimony of ANY
 548 amount, which was the ONLY way that I ever could have afforded to forfeit MY HOME without
 549 becoming HOMELESS!

550 So, Ms. Fenton decided that it would be cheaper for her to hire Ms. Story to STEAL from me, that
 551 which she was no longer willing to FAIRLY COMPENSATE me for. Saving Ms. Fenton \$126k
 552 in alimony payments @ the agreed \$1,750 per month, plus from reimbursing me for the estimated
 553 \$75k in EQUITY which I had in OUR HOME, while also evading her financial responsibility for
 554 the nearly \$100k in MARITAL DEBTS which she ABANDONED in MY NAME.

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555 Rather than any slightly FAIR "settlements", Ms. Fenton decided that it was more financially
556 advantageous to her to pay the legal expenses, falsifying her claims, even to FRAUDULENTLY
557 file bankruptcy and to downgrade her career temporarily (to help her seemingly "qualify" for
558 bankruptcy) while denying me EVERY form of support, legal representation (as previously
559 promised), and to make alimony extremely difficult if not impossible for me to extract or be
560 awarded by a court. Especially a court in Williamson County, where the judgments are known to
561 by far favor women over men, as opposed to Davidson County, who hears a broader scope of
562 cases, and whose traditions are more in line with the State laws, which show no partiality due to
563 the gender of the parties.

564 Ms. Fenton's secret bankruptcy scam was also leveraged to manipulate the court into FORCING
565 ME OUT OF MY HOME, while forcing the SALE of MY HOME, against my wishes, due to Ms.
566 Fenton secret plan to default on our home mortgages. Since Ms. Fenton was the only one (after
567 she changed the account passwords) who had access to our mortgage statements, while she
568 voluntarily forfeited our home in her fraudulent bankruptcy filing. While I was never even
569 NOTIFIED that a single mortgage payment had been missed, that any bankruptcy action was
570 in motion, or that my one and only FINANCIAL ASSET, including all of my premarital 401k
571 retirement funds, and everything which I had earned since, was at RISK of being LOST! Which
572 then WAS LOST by COURT ORDER, without me ever receiving a SINGLE PENNY in return
573 for my beautiful, highly customized, 2,500 SqFt, half-a-million dollar HOME, located in
574 BRENTWOOD TENNESSEE. One of the most sought after, unique, beautiful, financially affluent
575 and opportunistic areas of these UNITED STATES! (Now I live in the BASEMENT of my

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576 MOTHER'S 1940's era, 725 SqFt Home, located an hour and a half North-West of Detroit
577 MICHIGAN!)

578 That must be what Chancellor Binkley meant when he told me that, "Fair is something you do in
579 the fall." (Recorded on the 8/29/2019 transcripts, as EXHIBIT-2, page 22, line 6.)

580 I AM STILL REQUESTING CASE MANAGEMENT IN THIS APPEAL, combining ALL
581 the work and litigious assaults manipulated to force this divorce upon me: Including Collaborative
582 Divorce work with Sandy Arons (Certified Divorce Financial Analyst), Docket #48426, our
583 "Verbal Settlement Agreement" (Exhibit #18) and Docket #48419B, into ONE comprehensive
584 divorce decree.

585 Due to my mental disabilities and the IMPOSSIBLE challenges which have been unjustly forced
586 upon me by the Williamson County Chancery Court, plummeting me from a healthy middle class
587 lifestyle straight into poverty, rendering me literally homeless, and forcibly removing me from my
588 home and my property, by four armed Sherriff's deputies, who had their hands on their guns,
589 skittish about whether or not I REALLY am DANGEROUS because of the FALSIFIED OP used
590 to HOLD ME DOWN while I was RAPED!

591 Chancellor Binkley was also quite fond of belittling my disabilities, as documented in that same
592 transcript (Exhibit-2), on Page 13, Lines 19 through Page 14, Line 4.... "Sir, I respect that. But
593 we all have burdens.... Everybody in this room has things going on in their lives to one extent or
594 another, just like you do... I can't make excuses for that. Listen to what I'm saying. I don't want
595 you and I to get crossways with each other."

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596 Ms. Fenton and I knew, a year in advance, that her boss/owner was planning to retire, at which
597 point she expected that he would close their firm. So Ms. Fenton held off on everything, giving
598 me some hope of obtaining roommates, taking over the utilities, and seeking vocational
599 rehabilitation, to prepare for full-time employment again, when as soon as she had the dominos all
600 lined-up (as I personally believe that only Ms. Story has the financial and legal knowledge,
601 expertise, and aptitude to do. (Despite the monumental ethical violations this would require, to
602 intentionally lead someone into bankruptcy fraud, simply to reduce their financial exposure during
603 a divorce, to intentionally deprive the opposing party of their jointly owned property and ANY
604 chance at ever receiving a FAIR divorce settlement or decree.

605 Please confirm for me if the "Transcripts" in Exhibits #2 & 3 are acceptable, or if I'm missing
606 some legal detail or requirement which will otherwise exclude them. I will obtain and deliver
607 anything within my means, as absolutely quickly as I can, if you will merely extend to me the
608 kindness, courtesy, and fairness of informing me of specifically what else you need and when you
609 need it by.

610 I just began an outdoor day labor job in construction, for slightly over minimum wage, requiring
611 a three-hour round-trip commute to Detroit on each day when I can work. With this being only my
612 second week on the job, and having "called-out" on Monday 2/10/2020 in order to devote nearly
613 three straight days to this matter, I cannot afford to take any more time off from work, without
614 risking losing my job. So please provide me adequate notice to take into consideration the 5-days
615 mailing back and forth, as well as providing me with at least one WEEKEND where I can read,
616 research, and respond to any requests by the court. I can't afford to keep overnighting documents
617 to the court, due to restrictions prohibiting faxed or emailed document submissions.

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618 In order to prepare the audio recording from my hearing at the "Old Courthouse", in whatever file
619 format you prefer, as well as to transfer it to the court, upon your preferred storage medium, please
620 inform me how you would like to receive that file. Please also provide me with ample time to
621 prepare and provide it to you, without requiring that I send it by overnight mail, due to the unfair
622 expense.

623 I did attempt to do the "due diligence" on my own, prior to this technical faux pas, having contacted
624 Ms. Lisa Marsh on multiple occasions. She has been very kind and helpful so far, and I specifically
625 request that the court please appoint her to be an advocate to assist me through the remainder of
626 this legal process. From my discussions with her, I had expected that I was waiting for the
627 Chancery Court to forward all of their documentation on my case to the State Appellate Court,
628 which once received I was told that I would be notified by the State Appellate Court to prepare
629 my BRIEF, at which point I will have a period of 30-DAYS to research, write, and form my
630 "BRIEF" to the best of my ability. I was not aware of any duty, obligation, rule, request, or
631 requirement that I submit any "Transcripts" or "Statements of Evidence" to any court prior to
632 filing my BRIEF.

633 I do not blame this oversight on Ms. Marsh, though she has advised me on much of the process,
634 since she was not informed that I would check the box indicating that I plan to substantiate the
635 claims of my BRIEF with my transcripts and/or "statements of evidence". Similarly, nor did I
636 understand that such a minor detail on the form, placed any further burden upon me to produce
637 such, in a pre-defined manner, unbeknownst to me.

457

638 I'm honestly doing my very best to comply with all the legal requirements, to have my case
639 HEARD by the court, before being cast away to the fate which my ACCUSERS have chosen for
640 me.

641 Please inform me about what form or format I need to deliver my audio file in (MP3 file, burned
642 onto a CD, a thumb drive, sent via email, etc...) Just to be clear, I asked Chancellor Michael W.
643 Binkley for his permission to record the hearing, which he consented to, before I ever even pressed
644 the "record" button.

645 Any case management, legal advocate, flexibility and notice about deadlines, or court ordered
646 concessions and oversight to see this case THROUGH until I AM JUSTLY HEARD, would be
647 greatly appreciated!

648 Please forgive any failures in style, format, procedural requirements, technicalities, and/or delivery
649 of these requests. I simply don't have the time or ability (physically, mentally, emotionally) to
650 research and refine this further, unless I quit my job again to devote my time and efforts full-time
651 to studying Tennessee laws, in hopes of obtaining anything reminiscent of "FAIRNESS" within
652 the Tennessee courts.

653 I understand that in the grand scheme of things, I stand to lose more by choosing to work now (for
654 near minimum wage) rather than devoting all my TIME to learning about the LAW to defend
655 myself better. Due to my handicaps, along with the circumstances forced upon me by the court,
656 my ex, and her counsel, I know that I cannot "multi-task" and adequately pursue both
657 simultaneously. This is keenly known by Ms. Fenton, as the court and Ms. Story have also been

658 notified of, in Exhibit #1 (testimonies from my psychiatrist and my psychotherapist), which the
 659 court has already PREVIOUSLY RECEIVED yet disregarded without consideration or care. As
 660 is also demonstrated by my need to remain awake AGAIN for three-days straight, in order to
 661 research and respond to this action, while needing to go straight to work thereafter, for 12-hours
 662 of physical labor, without ANY rest for nearly FOUR days! Yet my choices to do otherwise before,
 663 waiting to work so that I could focus instead upon defending myself from the litigious ambush
 664 which I was overwhelmed with, have returned to me absolutely NOTHING in return. Now I must
 665 at least TRY to contribute toward my living expenses.

666 The cry of my heart is only for JUSTICE! Not pity or extra compensation for my disabilities, rather
 667 simply that my TESTIMONY BE HEARD by the court, DESPITE the realistic challenges and
 668 limitations of my disabilities, combined by the financial poverty which has been recently forced
 669 upon me, by those who thrive upon money, power, and greed! Where "FAIRNESS" is NOT
 670 amongst their "moral code", despite what the "code of conduct" demands regarding their
 671 professions, and their sworn oaths.

672 Likewise, due to my poverty and my mental handicaps (as outlined in Exhibit #1), please allow
 673 me to participate in any and all legal proceedings REMOTELY, in a manner available to me,
 674 without significant expense. I possess the computer equipment to participate in court hearings via
 675 video, or can do so simply via audio, using either the Internet or a landline telephone. I likewise
 676 will continue to do my best to communicate and meet deadlines via snail mail. (Again, please
 677 provide extra time and flexibility with deadlines, so that I have a realistic OPPORTUNITY to
 678 legally participate, be HEARD by the court, and defend myself.)

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679 Furthermore, if anyone should question the VALUE which I personally place upon the TRUTH
680 (also an OCPD symptom), please see my website which I've had many different versions of, over
681 the past twenty years, prior to ever meeting Ms. Fenton (#3): <http://trueworld.org>. The slogan of
682 which was once "Searching for TRUTH in a World of LIES!"

683 1. My highest personal value is "AUTHENTICITY".

684 2. My second highest personal value is "TRUTH".

685 There are very few if any exceptions, in my black & white world!

686 You can probably find 100 people who LIKE Ms. Fenton MORE than they LIKE me. (Not that
687 they DISLIKE me, but many are rather indifferent.)

688 But I doubt that you'll ever find someone (unrelated) who believes that Ms. Fenton is more
689 TRUTHFUL or HONEST than I am!

690 I'm that PAINFULLY HONEST guy! It's not WORTH my TROUBLE to LIE to PEOPLE! I don't
691 care that much about what OTHER PEOPLE THINK about me!

692 That's not to say that I NEVER LIE, or that I'm ALWAYS COMPLETELY HONEST, or I
693 wouldn't even be allowed inside restaurants anymore. But as a rule of thumb, I am painfully honest
694 by default, as I am also my own worst critic. If someone is saying something WORSE about me
695 than what I'm saying, then they are PROBABLY LYING!

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696 If the court would like a CHARACTER WITNESS, from someone other than my Psychiatrist and
697 my Psychotherapist (*Exhibit #1*), who are both highly respected, conscientious, and morally
698 unquestionably members of the Williamson County Mental Health community, then I offer you a
699 devout man of God, who deeply values TRUTH (and is extremely sensitive/perceptive to it), who
700 is well known (both locally and nationally), well reputed, down to earth, who speaks frankly and
701 freely without concerns for any "agenda", who has personally KNOWN ME like a "FATHER",
702 for the past TWO DECADES! I ask that you please take a few minutes, before proceeding further,
703 getting more misperceptions about my person, to reach-out and contact:

704 **Pastor Jerry Bryant**
705 2608 Mesa Drive
706 Nashville, TN 37217
707 (615) 491-5448

708 I came to know "Pastor Jerry" as the founding Pastor of the Vineyard Christian Fellowship in
709 Nashville, which I discovered and joined near their inception, and avidly participated in for many
710 years. Shortly after joining the church, I assumed responsibility for managing their media ministry,
711 which then made me an integral cog in the daily and weekly life of the church. Very little
712 happened, which I did not participate in, which made way for some very deep, transparent, and
713 authentic relationships. To date, still, some of the best relationships of my life!

714 Pastor Jerry has a very rich history of serving on local, national, and even global levels. He is
715 currently the Chairman of "Worship City Alliance" in Nashville, he is the Nashville Care-
716 Coordinator Pastor for "Artists In Christian Testimony, International", produces the weekly "Full

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717 Circle Jesus Music" radio show, serves as a missionary to South America and Asia and travels as
718 a itinerate teacher and mentor with the Underground Shepherd Ministry.

719 Pastor Jerry preaches throughout the Greater Nashville Area, and is held in very high and
720 honorable esteem by hundreds if not thousands of people!

721 IF anyone is willing to do the smallest bit of research and DISCOVERY about ME, BEFORE
722 continuing to cast judgment, then please give him a call! I can likewise provide dozens of
723 references throughout Middle Tennessee, who may not be "up to speed" with everything currently
724 involving our divorce, but who KNOW concretely (without any doubts), WHO I AM! I'm an
725 "acquired taste" for sure! Either someone likes my STRAIGHT-FORWARDNESS, or they want
726 to get as far away from me as they can.

727 Pastor Jerry can help clear up any of these frandulent allegations about WHO I REALLY AM,
728 what I am about, whether or not my disabilities are a "danger" to anyone other than myself, and
729 to what LEGAL lengths I will go to see that my NAME and my RIGHTS OF CITIZENSHIP
730 become fully RESTORED! Being a man who has known me intimately for over 20-years, and
731 who referred to me fondly as "having the tenacity of a pit bull", along with constantly
732 encouraging my "gift" in writing, which are both CORE pillars of my IDENTITY. (Though my
733 writing has gotten away from me with the recent drama... it has been difficult, sometimes
734 impossible, to collect my thoughts and deliver on paper, what I can see inside my mind. I expect
735 and hope that will come back to me though, as my life stabilizes after this unprecedented loss.)

736

737 **WHEREFORE, I respectfully request that:**

- 738 1. The Appellee's "Motion to Dismiss" be denied.
- 739 2. That all fees associated with this totally unnecessary action be taxed to the Appellee. (A
- 740 simple phone call or email from her attorney or the court, would have sufficed.)
- 741 3. That included Exhibit-1 regarding my mental health disabilities be accepted and recorded
- 742 by the court, as adequate proof of my disabilities, in all actions currently in process within
- 743 Williamson County as well the State of Tennessee Court of Appeals.
- 744 4. That the court extend to me additional consideration and procedural flexibility. Especially
- 745 regarding legal technicalities and deadlines, not commonly known to the average person,
- 746 who can't afford counsel and hasn't the time to perform exhaustive research, while
- 747 simultaneously trying to survive having recently been legally forced into poverty and
- 748 homelessness. Simultaneously struggling to survive the litigious abuse, while coping with
- 749 several mental, educational, and financial disabilities.
- 750 5. That the court extend to me the protections promised to disabled persons, as outlined in the
- 751 Administrative Policies and Procedures of the Tennessee Supreme Court, Administrative
- 752 Office of the Courts, in Index #2.07, in compliance with T.C.A. §16-3-803, 42 U.S.C.
- 753 12131 et seq. (Americans with Disabilities Act).
- 754 6. That I be allowed to participate in all related actions, motions, depositions, hearings, trials,
- 755 etc... remotely, from the State of Michigan, through another communication technology
- 756 (Internet, telephone, etc...), which is affordably within my means.
- 757 7. That nothing be required of me, whether to support my defense or otherwise, which would
- 758 place my current employment in jeopardy.

- 759 8. That my attached "transcripts" be accepted by the court, or that I be informed if
- 760 modifications are required, why they have been rejected, while allowing me with ample
- 761 time to realistically cure the mistake, to include the substantiating documentation.
- 762 9. That I be granted an extension to submit my "transcripts" and "sworn testimonies", of two
- 763 additional weeks, from the date which I am notified, if this order is granted.
- 764 10. That the court demand and promise to HEAR my testimony, while not allowing my RIGHT
- 765 to be HEARD, to be stifled, silenced, or dismissed, for any reasons. Provided that I remain
- 766 in contact with the State of Tennessee Appellate Court, while remaining accessible and
- 767 responsive to their direct communications with me.
- 768 11. That all Exhibits and documents included herein, as listed below (though sent under
- 769 separate cover to expedite delivery, while adhering, the best that I reasonably can, to
- 770 Williamson County's delivery and fax restrictions), as an out-of-state, disabled, financially
- 771 destitute, litigant, be accepted into the evidence of this case, on both the County and
- 772 State levels.
- 773 a. Per my understanding of Williamson County Chancery's rules, only 50-pages can
- 774 be faxed at once, which is less than a single transcript.
- 775 b. Delivery is not allowed, directly to the Clerk and Master, at the courthouse, by any
- 776 nationally recognized expedited mail or package delivery services, such as Fed-Ex
- 777 or UPS.
- 778 c. To the best of my understanding, as verbally instructed before by a deputy clerk,
- 779 mail is only allowed via the USPS, addressed and delivered to an offsite PO Box
- 780 (POB 1666, 37065-1666).

- 781 d. That the Clerk & Master typically only checks that PO Box once each morning, at
- 782 an EARLIER time than I can physically have the delivery of my included
- 783 "Exhibits" guaranteed by the USPS, on Tuesday 2/18/2020, which I believe is the
- 784 deadline issued by the State Appellate Court, in the Administrative Order by James
- 785 M. Hivner, on 2/3/2020. (Although I didn't receive that order in the mail, until
- 786 nearly a week later.)
- 787 e. Due to the time constraints of USPS, and Monday 2/17 being a Federal Holiday
- 788 (President's Day), the absolute soonest that I can have the transcripts and included
- 789 Exhibits listed herein Guaranteed by the USPS to be delivered to the Chancery
- 790 Court's PO box by, is 3PM on Tuesday 2/18/2020.
- 791 f. Since the delivery constraints required by the Chancery Court are much more
- 792 restrictive than those provided by the State of Tennessee, and since I am out-of-
- 793 state and have no other means of delivery reasonably within my means (having a
- 794 freshly acquired, extremely demanding job, with terribly long hours - including the
- 795 commute to and from Detroit).
- 796 g. While having taken a full day-off of work last Monday, to spend three-entire-days
- 797 to providing this information to you all via email, only to have it rejected without
- 798 notice. To now devoting another three-full-days to modifying, printing, and binding
- 799 this information, to provide it to you as quickly as is physically possible, through
- 800 overnight mail via the USPS, while simultaneously faxing you this portion to
- 801 ensure that I meet Mr. Hivner's deadline with at least this pleading. Having no
- 802 control over either the USPS or at what TIME the Clerk & Master's office chooses
- 803 to check their PO Box each day.

465

804

h. I am requesting the following:

805

i. That the Clerk & Master's office please send one of their Deputy Clerks back over to your PO Box on Tuesday February 18th, between 3pm (the time which the USPS has guaranteed my delivery by) and 4:30 pm when the Clerk & Master's Office closes, so that my submissions can be file stamped as received within the deadline provided by Mr. Hivner. (The Clerk & Master's Office has done me this favor before, in a past filing.)

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811

ii. That if there is any problem with the USPS meeting their delivery guarantee of 3pm on Tuesday 2/18/2020 (as indicated on my receipt, included with this fax), that Mr. Hivner and both the Williamson County Chancery Court and the State of Tennessee Court of Appeals please extend my filing deadline, as indicated on the Administrative Order of 2/3, until such time as the USPS is able to deliver my Exhibits to the Chancery Court, per their required mode of delivery. Having made my absolute best efforts to comply, and no control over the delivery or receipt myself.

812

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819

iii. Having no fax machine, please email or snail mail me a copy of the top page of each document, including this one, after file stamping it received by the court. My email address is jeff.fenton@live.com.

820

821

822

12. That the court please provide me with **CASE MANAGEMENT**, combining every action of Williamson County Chancery Court Dockets #47426 & 48419B, as well as including/considering the terms and expectations of our "VERBAL SETTLEMENT AGREEMENT" (*Exhibit #18*), which was the agreement by which we BOTH executed Voluntarily Non-Suits to our Divorce Complaints in #47426, (*Exhibits #13 & #15*)

823

824

825

826

466

827 agreeing NOT to waste any more of our equity or to increase or debts further, by hiring
 828 legal counsel again (*Exhibit #10*) to seek a "CONTESTED" divorce.
 829 13. Please inform me as to what I am expected to provide to the court next, along with the
 830 timelines for me meeting those expectation and requirements, so that my testimony can
 831 finally be HEARD by the court.

832

833 **EXHIBITS INCLUDED:**

834 Exhibit #1.) Letters about my mental health diagnosis, explanations, and certifications proving
 835 my psychological disabilities & handicaps from Psychiatrist Dr. Richard E. Rochester, M.D. of
 836 Radnor Psychiatric Group, PLC, and Psychotherapist/Author Terry M. Huff, LCSW, both with
 837 their practices located locally, in Brentwood Tennessee.

838 Exhibit #2.) 08/29/2019 Transcript of Hearing with Chancellor Michael W. Binkley, by Emily
 839 L. Sipe, RPR, LCR, of Harpeth Court Reporters.

840 Exhibit #3.) 08/01/2019 Transcript of Hearing with Chancellor Michael W. Binkley, by Susan
 841 D. Murillo, LCR, CCR.

842 **Exhibit #4.) Documentation showing Ms. Fenton's firearms certifications, memberships, and**
 843 **licenses.** Her firearms resume as a "Self-Defense Handgun Instructor". Along with documentation
 844 of her advanced military training in the Nevada desert. Also shown are elements of Ms. Fenton's
 845 firearms arsenal, with handguns, assault rifles, and a \$3k optic for long range target acquisition.
 846 Complimented by over 5,000 rounds of ammunition at the date of her departure. Ms. Fenton is

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847 **anything BUT a "scared victim"!** She ALWAYS has her Glock and pepper-spray on her person,
848 or close nearby. (I don't know how ANYONE can VIEW this exhibit and still believe that her OP
849 was obtained in "good faith", without EVER a single violent incident by me!)

850 **Exhibit #5.) 06/16/2019** Ms. Fenton answers a few questions about her bankruptcy, after I
851 accidentally discovered it and emailed her, confronting the issue. (I still had no idea about her
852 refiling for ANOTHER CONTESTED DIVORCE through Ms. Virginia Story in #48419B.)

853 **Exhibit #6.) 06/14/2019** Ms. Fenton's accidental bankruptcy discovery (which she kept a secret).
854 I am notified by Rothschild & Ausbrooks that they can't represent me because they are currently
855 representing my "soon to be ex-wife".

856 **3:19-bk-02693 Fawn [REDACTED] Fenton**

857 **Case type: bk Chapter: 13 Asset: Yes Vol: v Judge: Charles M Walker**

858 **Date filed: 04/26/2019 (Two months earlier, without ever NOTIFYING me.)**

859 **Exhibit #7.) 05/16/2019** Ms. Fenton Agrees to Continue Paying Utilities in Exchange for
860 Relieving her \$500 Monthly Support Commitment for Food and consumables, from my newly
861 acquired Tenant Rents. (She still doesn't NOTIFY me about a single defaulted mortgage payment,
862 or mention her Bankruptcy, which I later learn that she filed almost a MONTH earlier.)

863 **Exhibit #8.) 03/30/2019** Settlement Proposal from Mr. Fenton to Ms. Fenton - After Ms. Fenton
864 Defaulted upon our "Verbal Settlement Agreement" (Exhibit #18) No feedback was ever received
865 regarding this 3/30 proposal, from Ms. Fenton.

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866 Exhibit #9.) 01/11/2019 Settlement Proposal (after Ms. Fenton defaulted upon our "Verbal
867 Settlement Agreement") from Mr. Fenton to Ms. Fenton, for her to keep the family residence with
868 reduced alimony. Ms. Fenton gets excited, seriously considers offer, but then becomes
869 HOPELESS again and rejects it.

870 Exhibit #10.) 01/08/2019 Ms. Fenton assures me via Text that she is not trying to cheat me, that
871 she is and has always planned to pay me alimony, that there is no "legal battle" coming in the
872 future between us, and that she does not want anything to do with lawyers moving forward, since
873 we can't afford lawyers, stating that lawyers are "a waste of time and money."

874 Exhibit #11.) 12/31/2018 Ms. Fenton Requests to Participate in Counseling Sessions with Me and
875 Terry, in hopes of maintaining a post-divorce friendship between us.

876 Exhibit #12.) 12/22/2018 Ms. Fenton's Calculations about Income Tax and Alimony Impact upon
877 her Salary.

878 Exhibit #13.) 11/21/2018 Notice of Voluntary Non-Suit (#48426) Filed by Husband/Defendant.

879 Exhibit #14.) 11/11/2018 Email from me to Fawn, asking her Questions about a Contingency Plan
880 regarding House Sale (no response received).

881 Exhibit #15.) 11/05/2018 Notice of Voluntary Non-Suit (#48426) Filed by Wife/Plaintiff.

882 **Exhibit #16.) 10/30/2018 Husband Files Answer & Counter-Complaint for Divorce, drafting the**
883 **documents and representing himself "Pro Se", due to not having enough money to hire counsel to**
884 **defend myself.**

885 **Exhibit #17.) 10/29/2018 Emails between Ms. Fenton and her attorney Edward Porter, regarding**
886 **our "Verbal Settlement Agreement" (*Exhibit #18*), with instructions and forms for filing Voluntary**
887 **Nonsuits as agreed, forwarded to me, by Ms. Fenton.**

888 **Exhibit #18.) 10/27/2018 Email from Ms. Fenton to me, outlining her understanding and**
889 **consent to our "Verbal Settlement Agreement".**

890 **Exhibit #19.) 10/22/2018 Text Messages from Ms. Fenton stating that I'm "a good person" but**
891 **that my mental illness is as if I have "developed cancer", while she has watched me "die over the**
892 **years", claiming that "The illness has taken everything."**

893 **Exhibit #20.) 10/14/2018 Fawn - Text Messages - Invitation and Directions to Her Apartment.**

894 **Exhibit #21.) 09/28/2018 Wife files Divorce Complaint, Williamson County Docket #47426 on**
895 **08/30/2018, through her counsel, W. Edward Porter, IV.**

896 **Exhibit #22.) 08/30/2018 Ms. Fenton's Budget Projections if I accept her offer to keep the**
897 **Sunnyside home for myself to purchase, own, and live in. (Which she later revoked.)**

898 **Exhibit #23.) 08/23/2018 Ms. Fenton refuses to offer me the SAME generosity which I have**
899 **offered to her.**

900 Exhibit #24.) 08/04/2018 Sandy Arrons, MBA (collaborative divorce professional I hired),
901 informs Ms. Fenton that alimony is about 22.5% of her Gross Income. Also, Ms. Fenton discusses
902 possibility of me keeping our home.

903 Exhibit #25.) 05/02/2018 Email from Ms. Fenton with her BUDGET projections for the next year,
904 based upon her maintaining both of our households with her income alone. Since Ms. Fenton had
905 voluntarily agreed to be our primary "breadwinner", both for the decade prior, extending forward
906 into our retirement, in exchange for me filling other crucial and agreed upon roles in our life
907 together.) Leveraging Ms. Fenton's career for INCOME and my TIME for meeting other agreed-
908 upon needs for our family, seemed to both of us to be the smartest leveraging and utilization of
909 what we both brought into our marriage. We had a \$300k life insurance policy on Ms. Fenton
910 ALONE, in case of traumatic injury or death, so that I'd never become "homeless" as a result of
911 what I sacrificed for our marriage. The only problem was that we never built-in a provision for IF
912 SHE CHOSE to unilaterally terminate and dissolve our union. I was convinced that our
913 relationship was TRULY "until death do us part!" I was wrong! Ms. Fenton betrayed a lifetime of
914 promises to me, upon which I had gambled everything!

915 Exhibit #26.) 04/22/2018 WCSO call by Ms. Fenton, to escort herself along with our pets off our
916 property under false allegations of fearing for her safety. (Although she had both her Glock and
917 her pepper spray on her person, and I was not and NEVER have physically threatened her.) This
918 was the first of MANY legal games by Ms. Fenton (which I am aware of), strategically targeted
919 at manipulating the legal system to TAKE EVERYTHING from me, AFTER she received legal
920 counsel and understood "how to play the game", while I was financially denied counsel for the
921 YEAR to follow.

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THE UPS STORE "ON

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922 This incident occurred AFTER Ms. Fenton was advised by her counsel, then Attorney W.
923 Edward Porter, IV, that she NEEDS a history of "domestic disturbance" calls, PRIOR to being
924 able to legally justify and obtain an OP.

925 Which Attorney Story proved false a YEAR LATER. With enough money and the right
926 LEVERAGE, combining her RELATIONSHIPS, her REPUTATION, and her EXPERIENCE,
927 with completely FALSE and FABRICATED allegations and "sworn" testimony, she had the
928 POWER to have an OP issued, to bind and gag me.

929 With the "right" attorney, PROOF was NOT required, and the TRUTH was not only
930 unnecessary, refused to be HEARD, but was legally manipulated to be stifled and hidden, still
931 to THIS DATE!

932 The 4/28/2018 incident with the WCSO where Ms. Fenton began gaming the legal system,
933 was ruled a "Domestic Verbal" by the officers at the scene, as I was informed that no laws
934 were broken, that it is LEGAL to ARGUE with your spouse.

935 Ms. Fenton returned to the property alone the very NEXT DAY (the day after "needing" police
936 protection, for "fear" of her safety), to merely the next day

937 Ms. Fenton has not resided at the property since, though she has been allowed and has accessed
938 the property, unaccompanied, with me present, on countless occasions since. Each time I was
939 polite, cordial, and I even physically assisting her in packing-up, preparing, and moving her
940 personal property, on multiple occasions, over the course of a YEAR, without incident.

941 The escalating event on this day, was that Ms. Fenton finally admitted upon questioning, that
942 she had chosen to renege upon her promise to me, to wait until AFTER we had sought some
943 marriage counseling, BEFORE moving forward with FILING FOR A CONTESTED
944 DIVORCE. This was the "loudest", most "emotionally overwhelming", and/or "instable"
945 incident between us, or ever to follow. Yet a YEAR later, without incident, after I had accepted
946 Ms. Fenton's betrayal and ALL the DRAMA was over, once Ms. Story began representing

947 Ms. Fenton, I received a falsified affidavit and complaint by Ms. Fenton, issuing a “guilty until
 948 proven innocent” ex parte’ Order of Protection against me, simply as legal leverage to dominate
 949 and control me as they began THEIR violent assault upon what remained of my life.

950 IF EVER Ms. Fenton had any legitimate fear or concern for her PERSONAL SAFETY,
 951 regarding any danger which I might be capable of (without ever threatening her), I believe that
 952 it was based upon Ms. Fenton insecurity about how I MIGHT REACT to HER harshly
 953 VIOLENT, strategic, manipulative, dishonest, and unfair ASSAULT which she and Ms. Story
 954 had falsely orchestrated and PLANNED against me, to VIOLENTLY ROB everything that I
 955 ever had in my life!

956 I compare Ms. Fenton’s “fear” to that of a criminal, about to commit an ARMED ROBBERY,
 957 with their adrenaline pumping, AFRAID that they COULD get caught or even shot by either
 958 the police or the owner of the store. That does NOT qualify as something which I (as the store
 959 owner, or the police officer) should be penalized for.

960 If you find that difficult to believe, I’d like to draw your attention to Exhibit #27 (Ms. Fenton’s
 961 divorce notification, via text messages on 3/13/2018).

962 Exhibit #27.) 03/13/2018 Divorce Notification from Ms. Fenton via Text Messages:

- 963 • In the first text which she sends, at 5:51pm, Ms. Fenton asked me: “Will you damage
 964 property? I sorry.”
 - 965 ○ WHY would I damage my OWN property? This was HER projection!
- 966 • At 6:11pm Ms. Fenton admitted that she tried to obtain an OP, but that she wasn’t able to
 967 obtain one, stating: “Not yet. No clear physical threats.”
 - 968 ○ That NEVER changed, yet she was able to obtain an OP a YEAR later, at a MUCH
 969 less emotionally charged time, when we were not communicating much at all.
- 970 • At 6:18pm, Ms. Fenton stated: “Yes, I’m sorry, I did betray you.”

- 971 • At 6:27pm, Ms. Fenton stated: **“I know, may cost me everything. But I’ve decided it’s**
- 972 **worth it to get away from constantly having conflict at home...”**
- 973 ○ WHY would it need to cost her **“EVERYTHING”**, and why had she settled upon
- 974 that determination, prepaying \$5k for a **“Contested Divorce”** before she ever even
- 975 mentioned to me that she really wanted a divorce, to see if I would cooperate and
- 976 if we could **MITIGASTE OUR LOSSES** instead of destroying everything which
- 977 we owned in a legal battle which was far beyond the financial limitations of our
- 978 lifestyle!
- 979 • At 6:48pm, Ms. Fenton stated: **“...I knew how devastated you would be if we broke up,**
- 980 **and I didn’t want to do that to you. But...”**
- 981 • At 7:51pm, Ms. Fenton stated: **“Really? You’d cooperate?”**
- 982 ○ Aghast that I would prefer to mitigate our damages and cooperate in a divorce,
- 983 rather than wasting everything on a big ugly legal fight. (Because of her
- 984 **“projections”** again, not because of how I **ACTED!**)
- 985 • 7:52pm, Ms. Fenton stated: **“I would want to stay your friend, there is so much I really**
- 986 **do love about you, but...”**
- 987 ○ I believe that this was **“shut-down”** because of the counsel of her attorney’s, to help
- 988 her game the system more effectively, to leave me with **LESS**. Ms. Fenton had the
- 989 **“bad habit”** of accidentally being **HONEST** with me, contradicting her sworn **LIES**
- 990 written in all of her divorce actions. So, she grew more distant and eventually quit
- 991 communicating with me. I don’t believe that she **TRUSTED HERSELF** not to
- 992 compromise her case with the **TRUTH**, and that is the **REAL** reason why she
- 993 refused to participate in **MEDIATION!** She never planned to participatc in
- 994 mediation the first time that she filed either. Though she didn’t try to use the
- 995 outrageous excuse, **“for the safety of everyone involved!”** Give me a break! I never
- 996 threatened or assaulted anyone! I purchased her cute little gifts, with the little bit of
- 997 money that I had. Whenever it suited **HER**, she came to our home **ALONE**, while
- 998 I was nice, cooperative, and helped her, time and time again. Then out of the blue,
- 999 upon hiring Ms. Story, I’m falsely labeled a **MONSTER!** I have a **TON** of

1000 documentation which will disprove those assertions, IF ever the court will allow
1001 me to PRESENT THEM!

1002 o I was the one who forced us into a collaborative process, and kept trying to
1003 encourage mediation or hiring an independent third party to facilitate an
1004 uncontested divorce, yet Ms. Fenton REFUSED, showing absolutely NO CARE
1005 about how much of our net worth was dissolved/wasted/discarded simply to bully
1006 me by legal process, while she had locked me out of all of our income and debt
1007 accounts, knowing that I had no financial means to hire ANY counsel, to have any
1008 opportunity to defend myself on even grounds! That was exactly what she
1009 WANTED!

1010 • At 7:58pm, Ms. Fenton stated, **"I thought you would hate me for this, and you would**
1011 **make me as miserable as possible to get back at me."**

1012 o Once again, this was 100% PROJECTION on her part, based upon her croneous
1013 beliefs as a consequence of her planned actions. Not at all based upon any ACTION
1014 or WORD spoken by ME!

1015 • At 8:00pm, Ms. Fenton honestly admitted (for once): **"You forced me to choose. So yes,**
1016 **my family won."**

1017 o Ms. Fenton's brother and mother had waged war on me over the past year, not ever
1018 believing that I was GOOD ENOUGH for Ms. Fenton, and believing that I was
1019 little more than a financial LEACH at this point, which apparently Ms. Fenton
1020 began to entertain and talk behind my back with them, the last few years of our
1021 marriage.

1022 o When I met Ms. Fenton, she kept her family at a TREMENDOUS distance from
1023 her (both physically and emotionally), because her mom was incredibly controlling,
1024 critical all her life, and impossible to please. Now she had chosen to betray me to
1025 align with her family again, something which she would have NEVER done before.

1026 • At 8:04pm, Ms. Fenton responded, **"That was 13 years ago. A lot has changed."**

1027 • At 9:19pm Ms. Fenton stated, **"Ok. Thank you. I was truly afraid you would be blinded**
1028 **by rage and hurt, (understandably so)."**

475

- 1029 ○ Again, this is 100% PROJECTION by Ms. Fenton. I believe that this is the MOST
- 1030 TELLING statement ever made regarding her "fear" of me.
- 1031 ○ Ms. Fenton states that she was afraid and believed that I would be BLINDED by
- 1032 rage and hurt... because of HER planned actions.
- 1033 ○ Ms. Fenton RATIONALIZED that if I were BLINDED by RAGE and HURT,
- 1034 posing a PHYSICAL THREAT TO HER SAFETY, that was
- 1035 "understandably so)."
- 1036 ○ While I still had no idea about the VIOLENT LITIGIOUS ASSAULT which Ms.
- 1037 Fenton had planned to bombard my life with, she had already RATIONALIZED
- 1038 that the only "UNDERSTANDABLE" response by me would be one of returning
- 1039 her VIOLENCE in an unpredictably VIOLENT way.
- 1040 ○ IF EVER Ms. Fenton had ANY real "fear" for her "safety", despite her arsenal,
- 1041 excessive firearms and self-defense training (as I've lightly documented in Exhibit
- 1042 #4), it was BASED ENTIRELY UPON HER OWN knowledge about HER violent
- 1043 plans, combined with HER beliefs and projections about how someone might
- 1044 UNDERSTANDABLY react to those!
- 1045 ○ None of Ms. Fenton's FEARS had any basis in what my REAL
- 1046 ACTIONS/REACTION/WORDS were, previously, then, or in the future. It was
- 1047 ENTIRELY PROJECTION on Ms. Fenton's part! Which I should have NEVER
- 1048 been legally penalized for!
- 1049 • At 8:42pm, Ms. Fenton stated: "I was SO convinced you were going to try to destroy me,
- 1050 I was too afraid to ask you for an agreement."
- 1051 ○ PROOOJECTION! Nothing I say even remotely responds as Ms. Fenton falsely
- 1052 projected that I would!
- 1053 ○ Similarly, I AGREED to an AGREEMENT long before Ms. Story entered the
- 1054 picture, with her high dollar legal fees. Yet Ms. Fenton still chose to DEFAULT
- 1055 upon our "Verbal Settlement Agreement" (Exhibit #18), yet Ms. Fenton still chose
- 1056 the path to VIOLENTLY FIGHT IN COURT, at ANY COST, over simply keeping
- 1057 her word and providing me with ANYTHING which slightly resembled
- 1058 FAIRNESS on any level!

476

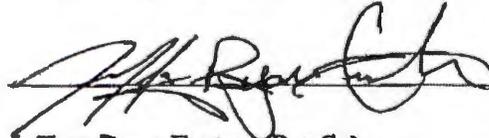
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1059 Ms Fenton NEVER wanted a FAIR divorce! She wanted EVERYTHING, and regretfully, that is
1060 exactly what Williamson County Chancery awarded her! While taxing me with her exorbitant
1061 legal fees... ABSOLUTELY UNFATHOMABLE! On the highest level! Yet without a second
1062 thought... Where is lady JUSTICE today?

Respectfully submitted,



Jeffrey Ryan Fenton (Pro Se)
17195 Silver Parkway, #150
Fenton, MI, 48430
jeff.fenton@live.com
(615) 837-1300

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was forwarded via email, U.S. mail, hand-delivered, faxed, and/or shipped by courier to:

Virginia L. Story
136 4th Ave. South
Franklin, TN 37064
Fax: (615) 790-7468

Clerk & Master
P.O. Box 1666
Franklin, TN 37065-1666
Fax: (615) 790-5626

Court of Appeals
100 Supreme Court Building
401 Seventh Avenue North
Nashville, TN 37219-1407
Fax: (615) 532-8757

This the 18th day of February 2020.



Jeffrey Ryan Fenton (Pro Se)

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LINDEN
215 S MAIN ST
LINDEN, MI 48451-9998
255460-0451
(800)275-8777
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Product	Qty	Unit Price	Price
PM Exp 2-Day (Domestic) (FRANKLIN, TN 37065) (Weight: 2 Lb 12.10 Oz) (Signature Waiver) (Scheduled Delivery Day) (Tuesday 02/18/2020 03:00 PM) (Money Back Guarantee) (USPS Tracking #) (EJ267268960US)	1	\$39.55	\$39.55
PM Exp Insurance (Up to \$100.00 Included)			\$0.00
Total:			\$39.55

Credit Card Remitd \$39.55
(Card Name: VISA)
(Account #: XXXXXXXXXXXX9769)
(Approval #: 115111)
(Transaction #: 930)
(AID: A000000031010 Chip)
(AL: VISA CREDIT)
(PIN: Not Required)

Includes up to \$100 Insurance

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Clerk: 03

479

EXHIBIT #1

Terry M. Huff, LCSW
Suite 134
5115 Maryland Way
Brentwood, TN 37027
615-627-4191
terrymhuff.com

22 OCT 19 PM 1:10

FILED FOR ENTRY

August 28, 2019

To Whom it May Concern:

I'm writing at the request of my client, Mr. Jeff Fenton, to explain his mental health challenges and their effects on his general functioning. I am licensed as a clinical social worker in Tennessee, and I have a private psychotherapy practice in Brentwood. I have been providing psychotherapy services for thirty years. My specialty is in helping adults with attention deficit hyperactivity disorder (ADHD).

I began seeing Mr. Fenton May 3, 2018. His primary concerns for which he sought my help were marital problems and effects of his ADHD. He has a history of particular difficulties with occupational functioning due to extraordinary perfectionism and getting lost in details, which contribute to inefficiency and missed deadlines. This particular challenge, along with certain other features, are consistent with symptoms of obsessive compulsive personality disorder. ADHD and OCPD have been the focus of Mr. Fenton's psychotherapy. He also has specific phobias and social anxiety, which have not been the primary focus in therapy.

ADHD is a neurological condition that makes it difficult to manage one's attention and inhibit impulses. It is often misperceived as an inability to focus rather than difficulty managing and shifting the focus of one's attention. Adults with ADHD often have difficulty returning to open awareness when locked into a focused state of awareness. They often have trouble activating and sustaining effort on monotonous tasks, organizing and prioritizing tasks, keeping track of items needed for tasks, estimating and tracking time, managing emotions skillfully, inhibiting speech and action (tending to talk excessively and interrupt others), and inhibiting impulses.

Obsessive Compulsive Personality Disorder is characterized by "preoccupation with orderliness, perfectionism, and mental and interpersonal control, at the expense of flexibility, openness, and efficiency," according to the DSM-5 (Diagnostic and Statistical of Mental Disorders - 5th edition). Individuals with this disorder try "to maintain a sense of control through painstaking attention to rules, trivial details, procedures, lists, schedules, or form to the extent that the major point of the activity is lost." They may get so caught up in the details of a project that they don't complete it, or they miss deadlines. If can take them a long time to complete a task due to this excessive preoccupation with details. They are often "inflexible about matters of morality, ethics, or values and may force themselves and others to follow rigid moral principles and very strict standards of performance." They often have trouble delegating tasks to others, as others must conform to their way of doing things. Those tasks must be done "correctly." They tend to "plan ahead in meticulous detail and are unwilling to consider changes." Their ability to compromise may be compromised by the inflexibility. They are uncomfortable with relationships and situations in which they are not in control or where they must rely on others. They are uncomfortable with the unpredictable.

480

One effect of the OCPD is Mr. Fenton's communication when dealing with conflict. His excesses in speech and writing can appear imposing or hostile. He acknowledges his compulsion to communicate excessively. The compulsion is driven by an undercurrent of unsettled feelings that persist until he is certain there is no possibility of being misunderstood. This pattern is consistent with the disorder (OCPD). His effect on others—i.e., anyone receiving the excess of communication—is often lost on him, as his attention is locked into the effort to be understood. Consequently, those efforts are experienced by others as intense and sometimes hostile.

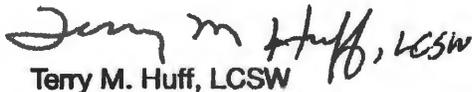
Mr. Fenton is aware that he has more work to do on this problem. He recently requested that we focus less on the present crisis and more on managing the challenge of coping effectively with the symptoms ADHD and OCPD, and decreasing self-defeating behavior. Due to both conditions, Mr. Fenton's excessive attention to what he wants to communicate obstructs him from being aware, in a given moment, of effects of his efforts (e.g., the impact of the volume of his voice when speaking, or the volume of information when writing).

Mr. Fenton has been forthcoming in psychotherapy sessions and has been open and willing to be challenged with respect to his symptoms and their effects. He acknowledges mistakes when they are pointed out and is working to understand how his best intentions sometimes go awry, and his persistent efforts can be self-defeating.

Mr. Fenton has never expressed any intention of harming himself or others during the sixteen months that I have known him. I have never had reason to suspect any intention to harm himself or others. He has participated frequently in a support group for adults with ADHD. He has participated actively and has offered help to others in the group.

Thank you for consideration of the role that mental health and disability have played out in Mr. Fenton's life and relationships. His participation in psychotherapy and related services will continue.

Respectfully,


Terry M. Huff, LCSW

Radnor Psychiatric Group, PLC

5123 VIRGINIA WAY

SUITE C-11

BRENTWOOD, TENNESSEE 37027

Telephone: (615) 373-5205

Fax: (615) 373-5165

July 19, 2019

To Whom It May Concern:

RE: Jeffrey Fenton, DOB: 10/08/19/69

Jeff Fenton has been a patient under my care since February 2012. He has been diagnosed with a Generalized Anxiety Disorder, Attention Deficit Disorder, and some Obsessive Compulsive Personality traits. He has been compliant with both his psychiatric medications prescribed and his individual psychotherapy with Terry Huff, LCSW.

The symptoms of his illnesses have interfered with his ability to maintain employment, despite compliance with our treatment recommendations. His condition does not predispose him to any violent behavior and, to my knowledge, he has not been involved in any violent behavior since being a patient under my care.

If you have any further questions regarding his diagnosis, treatment, or prognosis, please contact me with his permission.

Sincerely,



Richard E. Rochester, M.D.

Obsessive-Compulsive Personality Disorder (OCPD) DSM-5 301.4 (F60.5)

Generalized Anxiety Disorder (GAD) DSM-5 300.02 (F41.1)

Attention-Deficit Hyperactivity Disorder (ADHD) DSM-5 314.01 (F90.2)

*Circadian Rhythm Sleep Disorder (CRSD) Non-24-Hour Sleep-Wake Disorder (Non-24)
DSM-5 307.45 (G47.24)*

What are the symptoms of OCPD?

The symptoms of OCPD include:

- perfectionism to the point that it impairs the ability to finish tasks
- stiff, formal, or rigid mannerisms
- being extremely frugal with money
- an overwhelming need to be punctual
- extreme attention to detail
- excessive devotion to work at the expense of family or social relationships
- hoarding worn or useless items
- an inability to share or delegate work because of a fear it won't be done right
- a fixation with lists
- a rigid adherence to rules and regulations
- an overwhelming need for order
- a sense of righteousness about the way things should be done
- a rigid adherence to moral and ethical codes

OCPD is diagnosed when symptoms impair your ability to function and interact with others.

486

Radnor Psychiatric Group, PLC
5123 VIRGINIA WAY
SUITE C-11
BRENTWOOD, TENNESSEE 37027

Telephone: (615) 373-5205
Fax: (615) 373-5165

November 1, 2018

RE: Jeffrey Fenton, DOB: 10/08/1969

To Whom It May Concern:

Jeffrey Fenton has been a patient under my care since 2012. He is treated for a severe Generalized Anxiety Disorder, Attention Deficit Disorder, and suffers from an Obsessive Compulsive Personality Disorder. He also has specific phobias regarding weather, driving across bridges, and flying, along with obsessive concerns over his health.

His symptoms of severe anxiety, obsessive worry, preoccupation with details and rules, perfectionism, inflexibility, and problems with rigidity have all interfered with his ability to hold a job and have a healthy relationship.

I have prescribed medication including Lexapro 40 mg a day, Vyvanse 70 mg a day, Xanax 1 mg every six hours as needed, and Restoril 30 mg at night for chronic insomnia. He also has continued to see Terry Huff, LCSW, in psychotherapy. Despite his compliance with his medication and therapy, his symptoms continue to be disabling.

Please consider Mr. Fenton's severe psychiatric condition in any judgments being made about his ability to work and his ongoing divorce. If you have any questions regarding his treatment or prognosis, please contact me with his permission.

Sincerely,


Richard E. Rochester, M.D.
RER/sde

487

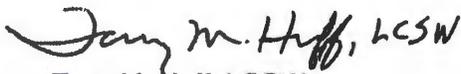
**Terry M. Huff, LCSW
5115 Maryland Way
Brentwood, TN 37027
ph: 615-627-4191**

July 29, 2019

To Whom It May Concern:

I have been seeing Mr. Jeff Fenton in individual psychotherapy from May 3, 2018 to present. He has also been a participant in my support group for adults with ADHD (attention deficit hyperactivity disorder). During this period I have never had any suspicion, or reason for concern, that Mr. Fenton is at risk for harming himself or others.

Respectfully,


Terry M. Huff, LCSW

488

Radnor Psychiatric Group, PLC

5123 VIRGINIA WAY
SUITE C-11
BRENTWOOD, TENNESSEE 37027

Telephone: (615) 373-5205
Fax: (615) 373-5165

August 15, 2018

RE: Jeffrey Fenton, DOB: 10/08/1969

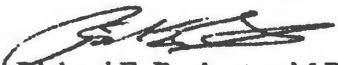
To Whom It May Concern:

Mr. Jeffrey Fenton has been a patient under my care since 2012. He is currently being treated for a Generalized Anxiety Disorder, for which he receives antianxiety medication and psychotherapy. Due to his illness, and despite compliance with all of our treatment recommendations, he continues to have difficulty with anxiety on a daily basis and, especially, during travel.

I have recommended and encouraged him to have an emotional support animal to help with his anxiety symptoms. It is my medical opinion that this is necessary for treating his condition, and it meets the definition of a disability under the Americans with Disabilities Act, the Fair Housing Act and the Rehabilitation Act of 1973.

If you have any questions regarding my recommendations, please feel free to contact me with Mr. Fenton's permission.

Sincerely,


Richard E. Rochester, M.D.
RER/sde

489

066 -

Obsessive Compulsive Personality Disorder

Home » Disorders » Personality » **Obsessive Compulsive Personality Disorder**

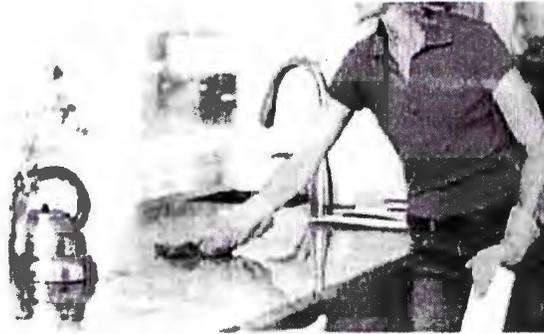
Obsessive Compulsive Personality Disorder

By **Steve Bressert, Ph.D.**

Last updated: 23 Apr 2019

~ 4 MIN READ

Obsessive-compulsive personality disorder is characterized by a preoccupation with orderliness, perfectionism, and mental and interpersonal control, at the expense of flexibility, openness, and efficiency.



When rules and established procedures do not dictate the correct answer, decision making may become a time-consuming, often painful process. Individuals with obsessive-compulsive personality disorder may have such difficulty deciding which tasks take priority or what is the best way of doing some particular task that they may never get started on anything.

They are prone to become upset or angry in situations in which they are not able to maintain control of their physical or interpersonal environment, although the anger is typically not expressed directly. For example, a person may be angry when service in a restaurant is poor, but instead of complaining to the management, the individual ruminates about how much to leave as a tip. On other occasions, anger may be expressed with righteous indignation over a seemingly minor matter.

People with this disorder may be especially attentive to their relative status in dominance-submission relationships and may display excessive deference to an authority they respect and excessive resistance to authority that they do not respect.

Individuals with this disorder usually express affection in a highly-controlled or stilted fashion and may be very uncomfortable in the presence of others who are emotionally expressive. Their everyday relationships have a formal and serious quality, and they may be stiff in situations in which others would

Obsessive Compulsive Personality Disorder

smile and be happy (e.g., greeting a lover at the airport). They carefully hold themselves back until they are sure that whatever they say will be perfect. They may be preoccupied with logic and intellect.

A personality disorder is an enduring pattern of inner experience and behavior that deviates from the norm of the individual's culture. The pattern is seen in two or more of the following areas: cognition; affect; interpersonal functioning; or impulse control. The enduring pattern is inflexible and pervasive across a broad range of personal and social situations. It typically leads to significant distress or impairment in social, work, or other areas of functioning. The pattern is stable and of long duration, and its onset can be traced back to early adulthood or adolescence.

Symptoms of Obsessive-Compulsive Personality Disorder

A pervasive pattern of preoccupation with orderliness, perfectionism, and mental and interpersonal control, at the expense of flexibility, openness, and efficiency, beginning by early adulthood and present in a variety of contexts, as indicated by four (or more) of the following:

- Is preoccupied with details, rules, lists, order, organization, or schedules to the extent that the major point of the activity is lost
- Shows perfectionism that interferes with task completion (e.g., is unable to complete a project because his or her own overly strict standards are not met)
- Is excessively devoted to work and productivity to the exclusion of leisure activities and friendships (not accounted for by obvious economic necessity)
- Is overconscientious, scrupulous, and inflexible about matters of morality, ethics, or values (not accounted for by cultural or religious identification)
- Is unable to discard worn-out or worthless objects even when they have no sentimental value
- Is reluctant to delegate tasks or to work with others unless they submit to exactly his or her way of doing things
- Adopts a miserly spending style toward both self and others; money is viewed as something to be hoarded for future catastrophes

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Obsessive Compulsive Personality Disorder

- Shows significant rigidity and stubbornness

Because personality disorders describe long-standing and enduring patterns of behavior, they are most often diagnosed in adulthood. It is uncommon for them to be diagnosed in childhood or adolescence, because a child or teen is under constant development, personality changes, and maturation. However, if it is diagnosed in a child or teen, the features must have been present for at least 1 year.

Obsessive-compulsive personality disorder is approximately twice as prevalent in males than females, and occurs in between 2.1 and 7.9 percent of the general population.

Like most personality disorders, obsessive-compulsive personality disorder typically will decrease in intensity with age, with many people experiencing few of the most extreme symptoms by the time they are in their 40s or 50s.

How is Obsessive-Compulsive Personality Disorder Diagnosed?

Personality disorders such as obsessive-compulsive personality disorder are typically diagnosed by a trained mental health professional, such as a psychologist or psychiatrist. Family physicians and general practitioners are generally not trained or well-equipped to make this type of psychological diagnosis. So while you can initially consult a family physician about this problem, they should refer you to a mental health professional for diagnosis and treatment. There are no laboratory, blood, or genetic tests that are used to diagnose obsessive-compulsive personality disorder.

Many people with obsessive-compulsive personality disorder don't seek out treatment. People with personality disorders, in general, do not often seek out treatment until the disorder starts to significantly interfere or otherwise impact a person's life. This most often happens when a person's coping resources are stretched too thin to deal with stress or other life events.

A diagnosis for obsessive-compulsive personality disorder is made by a mental health professional comparing your symptoms and life history with those listed here. They will make a determination whether your symptoms meet the criteria necessary for a personality disorder diagnosis.

Causes of Obsessive-Compulsive Personality

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Disorder

Researchers today don't know what causes obsessive-compulsive personality disorder, however, there are many theories about the possible causes. Most professionals subscribe to a biopsychosocial model of causation — that is, the causes are likely due to biological and genetic factors, social factors (such as how a person interacts in their early development with their family and friends and other children), and psychological factors (the individual's personality and temperament, shaped by their environment and learned coping skills to deal with stress). This suggests that no single factor is responsible — rather, it is the complex and likely intertwined nature of all three factors that are important. If a person has this personality disorder, research suggests that there is a slightly increased risk for this disorder to be "passed down" to their children.

Treatment of Obsessive-Compulsive Personality Disorder

Treatment of obsessive-compulsive personality disorder typically involves long-term psychotherapy with a therapist that has experience in treating this kind of personality disorder. Medications may also be prescribed to help with specific troubling and debilitating symptoms. For more information about treatment, please see [obsessive-compulsive personality disorder treatment](#).

► [References](#) - Click to open

APA Reference

Bressert, S. (2019). Obsessive Compulsive Personality Disorder. *Psych Central*. Retrieved on August 28, 2019, from <https://psychcentral.com/disorders/obsessive-compulsive-personality-disorder/>

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EXHIBIT #2

2020 FEB 19 PM 1:10

FILED FOR ENTRY

FAWN [REDACTED] FENTON

VS

JEFFREY RYAN FENTON

Hearing

August 29, 2019

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IN THE CHANCERY COURT FOR
WILLIAMSON COUNTY, TENNESSEE

FAWN ██████████ FENTON,)
)
)
Plaintiff,)
) No. 48419B
vs.)
)
JEFFREY RYAN FENTON,)
)
)
Defendant.)

HEARING
Before Judge Michael W. Binkley
August 29, 2019
11:20 a.m.

Reported by:
Harpeth Court Reporters
Franklin, Tennessee
Emily L. Sipe, RPR, LCR

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APPEARANCES :

For the Plaintiff:

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For the Defendant:

Pro se

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P R O C E E D I N G S

THE COURT: I want that to be in the Order because it's best that we put everything in the Order. This gentleman, he's going to share and pay one half of the per diem plus any expenses that he may incur as a result of asking for all or a portion of the transcript that will be ordered by him. Okay?

All right. Ms. Story?

MS. STORY: Your Honor, the motion that we are here on today is a motion for violation of the order of the court that was August 14th of '19. And after the order was entered, there was a pretty scary communication from Mr. Fenton. I am not here today to argue about that motion necessarily. The more pressing matter -- and that was his response, that is the lengthy response we received this morning. It deals more with the issues of why he made those statements and those type of things.

But the more pressing issue, Your Honor, was the deadlines for getting this house sold. So having leased the property, 1986 Sunnyside Drive in Brentwood, you ordered that it be sold by auction. You ordered the attorneys to select an auctioneer, which we did, and we got a referral from the chancery court clerk's office. And it ended up it was Pat

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1 Marlin, who was actually a Realtor, but he does
2 auctions and he used the services of Clyde Anderson.
3 You know Clyde. He had done auctions for many years
4 around here. And his son, Tommy Anderson, is now in
5 the business. So Mr. Anderson went out to the
6 property with Ms. Fenton, Mr. Fenton. We had some
7 difficulty with the scheduling date, but we were able
8 to get into the house. And Mr. Anderson, Mr. Duke,
9 who was Mr. Fenton's previous lawyer, and Ms. Yarbrow
10 from my office went to the property. Ms. Fenton
11 tagged the items like your Order told her to, and it
12 was our understanding that Mr. Fenton would be out of
13 the house by September 1. He said he was going to
14 Michigan and that's where his, I think, his mother
15 lives. I think his father has a lake home in
16 Tennessee. That's where we thought maybe it would be
17 more logical for him to go, but that is up to him
18 where he wants to go.

19 What is obvious, Your Honor, is you're
20 going to have to set a date for him to be out. The
21 order said it would be auctioned 45 days from
22 August 1st, and so that would be -- this is in your
23 order of August the 16th. It would be 45 days from
24 the date of August 1st, the marital residence would be
25 sold by auction. And I have the auction contract here

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1 for Mr. Fenton to sign, and I'm asking him to do that
2 today. If for any reason he refuses to sign, I'm
3 asking the court to put in the order that Ms. Fenton
4 have the authority to execute any and all documents
5 necessary for Mr. Anderson to get his property sold.

6 The other thing I think is important,
7 Your Honor is --

8 THE COURT: What do you suggest as a
9 deadline again?

10 MS. STORY: It was in the Order already.
11 It was September 15th. He said that he was moving
12 September 1st. That is Sunday.

13 MR. FENTON: That was my tenants move out
14 by then, and then I had 45 days was for me.

15 MS. STORY: That is not true. He said
16 that he had 45 days after September 1st to move, but
17 that wouldn't even make sense.

18 THE COURT: Okay. Well, what does the
19 Court Order say? Because I'm going to stick with
20 that.

21 MS. STORY: The Court Order says, "The
22 motion to sell marital residence by auction is granted
23 and the same shall be auctioned within 45 days from
24 the date of August 1st."

25 THE COURT: Okay.

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MS. STORY: So he's got to be out for them to get this place ready to go.

THE COURT: All right. What date do you suggest?

MS. STORY: I have seen correspondence where he said September 1st. Now he's saying he can't. So I would suggest September 3rd, which is next Tuesday. And I would like the Order to reflect that the Williamson County sheriff's department will accompany him. And at this point --

THE COURT: You mean off the property?

MS. STORY: Off the property. And I don't think he needs to take any property.

What he did, Your Honor, in this response he filed, they had a TV that -- a Sony TV, a big screen, that my client's brother had given her. He now tells me in this response that he sold it for \$1,000. And then the other thing, there was a dehumidifier in the basement that was like a \$2,500 to 3,500 dehumidifier for moisture. He sold that. So if you let him take anything out at this point it's going to be sold and he's dissipating marital assets, which would be in violation of the restraining order.

And at this point Mr. Anderson, he can tag everything, they can video everything. We will

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1 not disturb anything. If we have to use proceeds to
2 get a storage unit, we will do that for Mr. Fenton's
3 belongings. Mr. Fenton, in his response says he has a
4 fear of heights. And so driving to Michigan, he has
5 to drive over the Cincinnati bridge.

6 MR. FENTON: Yeah. That's really hard
7 for me.

8 MS. STORY: And so he says he can't drive
9 a U-Haul over it. So if we can just let him take his
10 clothing, his jewelry, his personal effects, whatever
11 he needs that he can pack in his car, and not have to
12 drive a U-Haul of furniture at this point, that might
13 be the best thing to do.

14 MR. FENTON: Where is my furniture going
15 then?

16 THE COURT: Wait a minute. We're doing
17 this one at a time.

18 MR. FENTON: I'm sorry.

19 THE COURT: Go ahead.

20 MS. STORY: If he will tag the items that
21 he wants, like my client tagged the items per your
22 order, if he'll just put a tag on items he wants,
23 we'll make sure that those get stored, and then we can
24 use the proceeds from the sale. We're going to
25 deposit those into the clerk's office. And we can use

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1 those to pay the next storage unit and then when he
2 gets ready to come here and get his things, or maybe
3 he wants to use some of his proceeds to have them
4 shipped to him since he, you know, does have a fear of
5 driving the U-Haul.

6 So I'm trying my best to be as
7 accommodating to him and considering his condition
8 that, you know, this is going to be a simple process
9 for him. He can take his clothes, his personal
10 property, be out September 3rd. We will tag
11 everything, take care of it. Mr. Anderson is not
12 going to destroy property. That's all I'm asking for.
13 And if he would sign the listing agreement today and
14 we put in the order that it be -- that she have the
15 authority to sign any other necessary documents in
16 case he does go to Michigan. It would be a little
17 bit, logistically, difficult to do that.

18 THE COURT: What do you want me to do
19 with this violation of the Order?

20 MS. STORY: Just continue it. We can
21 just reset that portion of the motion. He just filed
22 a response today. I'm fine to -- the ex parte remains
23 in effect anyway under the Order of the Court, and I
24 have not seen any further violations of that Order.
25 The selling of the marital property is a concern to me

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1 but I can deal with that at final hearing. One of the
2 things, too, is you might want to waive mediation in
3 this case. I have requested in my motion that
4 mediation be waived. There is an Order of Protection
5 where they are not to be around each other. It would
6 be difficult for a mediator to accommodate that. And
7 I think that it really is just settling personal
8 property. They don't have any -- and then whatever
9 comes from the proceeds. They have no children.

10 THE COURT: That's granted.

11 Okay, sir, let me talk to you about one
12 thing. We're narrowing the issues before the Court
13 today.

14 MR. FENTON: Okay.

15 THE COURT: We're not going to be talking
16 about the violation of the Order of Protection.
17 That's going to be reset. So all of these documents
18 you have don't apply to today.

19 MR. FENTON: Well, the back portion of
20 them does talk about the marital residence but there
21 is a lot of it about what you're saying, yes.

22 THE COURT: Now, let me just tell you
23 this -- and I just want to be clear about this. I
24 don't want to get into an emotional discussion about
25 what I will do and what I won't do. Let me just tell

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1 you how it, works. Once I put a Court order down, I
2 really expect people to obey it.

3 MR. FENTON: Yes.

4 THE COURT: And so the only way a judge
5 can enforce a Court order if someone refuses to do it,
6 and we're seeing it more and more, people are doing
7 what they want to do and not really paying attention
8 to a Court order. And I'm taking the time to tell you
9 this because I don't want you and me to have problems
10 with this.

11 MR. FENTON: No.

12 THE COURT: And let me tell you, my
13 personal feeling is, as a judge, a judge who does not
14 back up his or her Court order is worthless.

15 Now, if you have a reasonable excuse for
16 disobeying an order, I will certainly hear it. And
17 the last thing I want to do is put someone in jail for
18 violating an order.

19 MR. FENTON: Yes. And that's the last
20 thing I want, too.

21 THE COURT: Sure. Right. And so you and
22 I have an understanding. And so you don't know me but
23 I do mean what I say.

24 MR. FENTON: I believe that.

25 THE COURT: Okay. Good. And so we can

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1 dispense with the rest of that.

2 MR. FENTON: And just as a question, were
3 we saying that I disobeyed the Court order? Because I
4 had --

5 THE COURT: No, no, we don't have
6 anything like that really in front of us but --

7 MR. FENTON: Okay.

8 THE COURT: But let me tell you what I'm
9 going to do here because we have to get moving.

10 MR. FENTON: Right. Can I still tell a
11 little bit of my side before you rule on all of that?

12 THE COURT: Briefly.

13 MR. FENTON: Okay. So basically on my
14 side, the narrative that has been brought to the Court
15 so far is completely fraudulent about my person, about
16 who I am, about me being violent. All of this stuff.
17 The documentation that I provided you with shows that
18 my wife is a highly skilled handgun instructor who
19 owns assault weapons, has 5,000 rounds of ammunition
20 under her bed. I mean, she is trained by the NRA,
21 certified by the State of Tennessee to do rape
22 prevention, pepper spray, everything. So the whole
23 guise of feeling physically endangered was not -- she
24 tried to do that with her first attorney --

25 THE COURT: We're not dealing with that

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1 today.

2 MR. FENTON: I know. But that's
3 basically the tone under which everything else is laid
4 and that's --

5 THE COURT: I practiced law for 35 years.
6 Long, hard years in the trenches.

7 MR. FENTON: Right.

8 THE COURT: I am trained to separate
9 things in my mind that are important --

10 MR. FENTON: Okay.

11 THE COURT: -- and things that are
12 unimportant. And I'm not trying to be rude to you,
13 but you've got to trust me here. If you were a
14 lawyer, I would be telling you the same thing. I
15 would be saying, "Lawyer, that's not relevant to me
16 right now."

17 MR. FENTON: Right.

18 THE COURT: I don't really care about all
19 that. That's for another day. But let me just tell
20 you this.

21 MR. FENTON: Okay.

22 THE COURT: These are real easy issues.
23 I have got to put an order down for you to be out of
24 that house.

25 MR. FENTON: I understand that.

FAWN HIFANY FENTON vs JEFFREY RYAN FENTON
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1 THE COURT: On September 3rd.

2 MR. FENTON: Can I speak a little more
3 first?

4 THE COURT: No.

5 MR. FENTON: I can't be out that quick,
6 Your Honor. Everything that I own is left in personal
7 property. To say that I just take my clothes and lose
8 everything I've owned all my life is not fair. That
9 is not at all fair. And I don't mean to be hard. I'm
10 willing to do things as quick as possible, but I
11 cannot possibly move out without a two-week's time to
12 do it. And I need to have some time where I know that
13 there is not going to be anymore litigation for a
14 while because I can't -- with the ADHD -- and one of
15 the things I provided you is something from my
16 psychiatrist on the different disorders I have, but I
17 cannot physically do -- be a lawyer, play a lawyer,
18 and packing at the same time. For example, that's --

19 THE COURT: Sir, I respect that. But we
20 all have burdens.

21 MR. FENTON: Well --

22 THE COURT: Let me talk. We all have
23 burdens. Everybody in this room has things going on
24 in their lives to one extent or another, just like you
25 do.

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MR. FENTON: Right.

THE COURT: I can't make excuses for that. Listen to what I'm saying. I don't want you and I to get crossways with each other. We have to get a date set. I'm not going to make it two weeks.

MR. FENTON: Well, originally we had said the 45th, and that's when I understood that date that I had to be out. And I never communicated with her anything other than that. You had said 30 days for my roommates and that's what I always thought it was. And originally my understanding was I was staying there while I was selling the property so I could stay there till closing. Now, I understand that's not my preference and I understand it's not their preference. I'm willing to do that different, but I need to have -- I have 3,000 square feet of stuff.

THE COURT: What about another day in September? The first week in September?

MS. STORY: And, again, we're not going to dispose of any of his personal items.

THE COURT: They're not taking anything out of there. Do you understand that, sir?

MR. FENTON: My understanding is --

THE COURT: Whoa, whoa.

MR. FENTON: No, I don't understand.

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1 THE COURT: Your personal property. Your
2 clothes. Personal property being like your watch.

3 MR. FENTON: Furniture. That's all.

4 THE COURT: No.

5 MR. FENTON: We already agreed when me
6 and my wife split it up that the house was mine. What
7 she came and tagged is hers.

8 THE COURT: This isn't working. What you
9 want to do is be a lawyer.

10 MR. FENTON: No, I don't. I can't afford
11 a lawyer.

12 THE COURT: I'm talking right now. This
13 is not a barroom. I have to maintain order.

14 MR. FENTON: Uh-huh.

15 THE COURT: I don't want you to get your
16 feelings hurt, but if you get your feelings hurt,
17 that's your business. I have got to maintain the
18 integrity of this hearing. You need to quit
19 interrupting me. And I'm going to make a ruling and
20 you're going to have to stick with it.

21 MR. FENTON: Yeah.

22 THE COURT: All right? You are going to
23 have to.

24 We are not touching any of the furniture
25 and furnishings. You are to tag the items that you

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1 would like to have. Go buy some little tags, you
2 know.

3 MR. FENTON: But I wanted to take them
4 with me so I'm only going over the bridge one time.
5 That's what I was saying.

6 THE COURT: Well, I know that you would
7 like to do that but we're not doing that. Okay?
8 That's not the fair way to do it. And I'm not going
9 to sit here and explain to you why it's not because
10 it's part of the law that you assume when you stand up
11 and start representing yourself. Assume that you
12 know.

13 MR. FENTON: Okay. Then I would
14 rather --

15 THE COURT: I can't talk while you're
16 talking.

17 MR. FENTON: Okay. I'm sorry. I would
18 rather stay in the house during the auction with that
19 being the case. But the only reason I was going to
20 leave ahead of time --

21 THE COURT: You're not going to stay in
22 the house.

23 MR. FENTON: I'm not going to stay in the
24 house?

25 THE COURT: No, sir. You're going to

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1 leave by September 3rd noon, and you've got to be out
2 of there or the sheriff will escort you off the
3 property.

4 MR. FENTON: So have I done wrong to
5 receive that kind of treatment, Your Honor? I mean,
6 my wife had two months to move out.

7 THE COURT: Sir, we have already talked
8 about all that. We had a previous hearing. We have a
9 previous Court Order. You're representing yourself.
10 You're assuming to know everything we've already
11 talked about. I'm not going to go over it with you
12 and spend four hours --

13 MR. FENTON: I understand.

14 THE COURT: Excuse me. Trying to be nice
15 to you when you are presumed to know and understand
16 what we have already done. I'm trying my best to be
17 patient with you and you're trying my patience. I'm
18 just letting you know.

19 MR. FENTON: I'm not trying to -- my last
20 counsel had told me --

21 THE COURT: Sir, I'm not interested in
22 what your counsel told you. I'm sorry. It's not
23 important to me at this point.

24 Now, let's go back to what I was saying.
25 I want you out of the house by 12 noon September 3rd.

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1 If you're not out, the sheriff will escort you off the
2 property. Do you understand that?

3 MR. FENTON: Yeah.

4 THE COURT: Number two, you are not to
5 take with you any furniture, any furnishings, anything
6 like that. All of that is going to remain in the home
7 for now. You are to tag the items that you would like
8 to have. That doesn't mean you're going to get them,
9 but that you -- may I finish, please?

10 MR. FENTON: Uh-huh.

11 THE COURT: Is that a yes?

12 MR. FENTON: Yes, sir.

13 THE COURT: You are to tag the items that
14 you would like to have.

15 MR. FENTON: Uh-huh.

16 THE COURT: In addition, you're to sign
17 this contract today.

18 MR. FENTON: On the last Court Order you
19 said that I could take my stuff with me after the
20 ten-day walkthrough. That's what your last Court
21 Order said, and I would like to be able to do that.

22 THE COURT: The day that you leave or
23 that you have -- you have between now and
24 September 3rd to get your personal items and you out
25 of there.

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MR. FENTON: Yeah.

THE COURT: Do you understand that? Your personal items, sir. You're not stupid. Listen, please. Your personal items are your clothes, your personal jewelry, and that's it.

MR. FENTON: My bed or my furniture?

THE COURT: No, sir. I'm going to say it for the third time. No furniture, no furnishings, no nothing.

MR. FENTON: That's not what you said in the last order.

THE COURT: Sir, you're not paying attention. You're not listening to what has happened. You're not paying attention to anything. And I'm not going to spend three or four hours here at the -- just trying to be nice to you and go through everything again. I'm just not going to do that. You're expected to know all of this.

Now, you're choosing to represent yourself. There's not a thing that I can do about that.

MR. FENTON: I --

THE COURT: Excuse me. I'm talking.

When you choose to represent yourself, you take it upon yourself to know all of the rules,

FAWN ██████████ FENTON vs JEFFREY RYAN FENTON
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1 the law, everything.

2 Now, that doesn't sound fair but that's
3 part of why we have to do it. We can't sit here and
4 be your lawyer for you and start explaining things to
5 you.

6 MR. FENTON: Okay.

7 THE COURT: I will try to be as
8 accommodating and as nice to you as I possibly can. I
9 don't think you're accepting that very well.

10 MR. FENTON: I'm not trying to be
11 stubborn.

12 THE COURT: You're trying to fuss with me
13 and argue with me and that's not what we're going to
14 do today.

15 MR. FENTON: I'm not trying to fuss and
16 argue with you. It's not what I understood your last
17 order to be.

18 THE COURT: I'm going to go over it one
19 more time.

20 MR. FENTON: I heard you.

21 THE COURT: No. I don't want there to be
22 any misunderstanding because you have interrupted me
23 several times.

24 MR. FENTON: Can I say one thing?

25 THE COURT: No. Listen. Don't try my

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1 patience.

2 MR. FENTON: I'm not trying to.

3 THE COURT: Yeah, you are.

4 MR. FENTON: No, I'm not.

5 THE COURT: Well, quit being rude. This
6 is what we're doing. You're going to sign this
7 contract now. Give it to him, Ms. Story.

8 You are to be out of the house. Do not
9 take any furniture, furnishings, or anything. But
10 you're to be out September 3rd at noon. The only
11 thing you can take with you -- I'm saying this for the
12 fourth time because I don't want there to be a
13 misunderstanding. This is going to be a court order.
14 Now, items that you would like to have, that doesn't
15 mean you're going to get them, tag them. Put a tag on
16 them. Go to the 5 and 10 store, get some red tags,
17 whatever, and say I want this. Post it. Or just put
18 "H" on it, or something like that. Just commonsense.

19 Wait a minute. I'm not through.

20 There will be a deputy there to make sure
21 that you followed the Court Order and do what you're
22 supposed to do. That means -- let me finish. You
23 keep wanting to interrupt. You're not listening to
24 what I'm saying. You're thinking about what you're
25 going to tell me. And then I don't want you coming in

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1 and say, Judge, I didn't really understand that.

2 Because I've been down this road with
3 folks who represent themselves. They don't get it.
4 They don't understand, and then they whine and
5 bellyache and come back and say that just wasn't fair.
6 Fair is something you do in the fall. This is a
7 courtroom. You are expected to know the rules. I am
8 trying to be as cordial and as nice to you as I can
9 but you're not letting me. All right.

10 You signed the agreement, you understand
11 that you're to be out September 3rd at 12 noon, no
12 later. Not one minute later. You're to tag the items
13 that you would like to have before you leave. Do you
14 understand that?

15 MR. FENTON: Yes, sir.

16 THE COURT: Do not, in the meantime, move
17 anything else out of that house. Do not sell
18 anything. Do you understand me?

19 MR. FENTON: Uh-huh.

20 THE COURT: Is that a yes?

21 MR. FENTON: Yes. Yes, Your Honor.

22 THE COURT: Well, "uh-huh" doesn't --

23 MR. FENTON: I'm sorry. Yes, Your Honor.

24 THE COURT: We're not in the bar. We're
25 in the courtroom.

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MR. FENTON: Okay.

THE COURT: All right. What else,
Ms. Story?

MS. STORY: That'll do it. We can
account for the items he sold at a later time and
address that.

MR. FENTON: Can I make a comment about
those, Your Honor?

THE COURT: No.

MR. FENTON: That is before this was in
Court.

THE COURT: No, sir. I'm sorry. I've
got to have a tight rein on this case. I knew that
there were going to be problems at the beginning and
I'm going to keep a tight rein and whatever I need to
do to maintain the integrity of these Orders to
maintain the integrity of this lawsuit, and for you to
understand what your role is as a litigant
representing themselves. I'm going to have to keep a
tight rein on you. I would love to be nice --

MR. FENTON: I'm not --

THE COURT: Let me finish. Let me
finish.

That would be much easier but you won't
let me do it. So anything else, Ms. Story?

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REPORTER'S CERTIFICATE

I, Emily L. Sipe, Court Reporter and Notary Public, do hereby certify that I recorded to the best of my skill and ability by machine shorthand all the proceedings in the foregoing transcript, and that said transcript is a true, accurate, and complete transcript to the best of my ability.

I further certify that I am not an attorney or counsel of any of the parties, nor a relative or employee of any attorney or counsel connected with the action, nor financially interested in the action.

SIGNED this 18th day of September 2019.

Emily L. Sipe

Emily L. Sipe, RPR, LCR
Tennessee LCR No. 608
Expires: 6/30/2020

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EXHIBIT #3

1 IN THE CHANCERY COURT
2 FOR WILLIAMSON COUNTY, TENNESSEE
3 AT FRANKLIN

2020 FEB 19 11:11
FILED FOR ENTRY

3 FAWN ██████████ FENTON,)
4 Plaintiff/Wife,)
5 vs.) No. 48419B
6 JEFFREY RYAN FENTON,)
7 Defendant/Husband.)

8 -----
9
10 TRANSCRIPT OF PROCEEDINGS

11 August 1, 2019

12 Heard Before: HON. MICHAEL W. BINKLEY, JUDGE
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22 Prepared by:
23 Susan D. Murillo, LCR, CCR
24 118 Wheaton Hall Lane
25 Franklin, Tennessee 37069
Phone: (615) 479-7511

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APPEARANCES:

For the Plaintiff/Wife:

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MS. STORY: Your Honor, with your permission what we would like to do is leave the ex parte order of protection in place.

THE COURT: All right.

MS. STORY: That has given relief to these parties not being able to contact each other.

THE COURT: Okay.

MS. STORY: And put as part of that, that she does not contact him, he does not contact her, which the ex parte already has him restrained and enjoined from any contact whatsoever.

THE COURT: All right.

MS. STORY: Because what we don't want to do is have something go down on his record that's going to affect his employability, because he needs to get a job ASAP, so as long as we have the protection, the order of protection under the ex parte, we are good with that.

THE COURT: Okay.

MR. DUKE: Thank you, your Honor.

THE COURT: Any other issues?

MS. STORY: We can move on to the

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1 sale of the house.

2 THE COURT: Okay.

3 MS. STORY. This is the situation,
4 your Honor. These parties have no minor children.
5 They've been separated since March of 2018. Mrs.
6 Fenton filed for divorce back in '18, and she was
7 unable to get Mr. Fenton served. In that period
8 of time Mr. Fenton was in the marital home, which
9 is in Sunnyside Drive, 1986 Sunnyside Drive,
10 Brentwood, Tennessee.

11 We believe that house should sell in
12 the neighborhood of 414,000 we hope. It's a great
13 location. People want to get in Brentwood, to get
14 into Brentwood in that zip code. Those schools
15 for that kind of price is wonderful. This thing
16 could sell immediately if you had a good marketer
17 to get that thing on the market and get it sold.

18 Mr. Fenton and Mrs. Fenton had
19 agreed last year that they would do that. She
20 then dropped the divorce. They were going to try
21 to get it on the market. The problem with the
22 private realtor is that Mr. Fenton posts these
23 kind of documents that are -- this is the do not
24 enter my property, and I'll hand you a copy of
25 that.

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1 It was made as part of the exhibits
2 when we filed for divorce in 2019. Mr. Fenton was
3 avoiding service. We hired two different process
4 servers to try to go out to the residence, and
5 this is what they would encounter. We're
6 concerned that if a private realtor was going to
7 list this property, that it would just be more
8 road blocks.

9 In 2018, when they made this
10 agreement, if she dropped the divorce he would
11 agree to put the house on the market. It never
12 got on the market. It was he's got to fix this,
13 he's got to fix that. It was one excuse after
14 another, and here we are sitting a year later,
15 and now my client had to file bankruptcy.

16 She is paying the second mortgage on
17 the house. She's paying \$48,000 in credit card
18 debt, and this credit card debt is in her name,
19 but the genesis of those cards, I have a history
20 of the cards where Mr. Fenton would transfer
21 balances from his credit cards to a credit card in
22 her name, and then she became in a horrible
23 financial situation.

24 She is -- she used to make around . 528
25 90,000 a year. Her most recent income is 5800 a

1 month. She is an architect, works for a firm,
2 and Mr. Fenton was the IT person for the firm,
3 and he hacked the emails so he lost that job. He
4 is very intelligent. He has a high school
5 education, but he is a self-taught computer
6 genius.

7 And he also has -- or he had a real
8 estate license. I don't believe that's current.
9 He had a flip home of rental property in 2016, is
10 my understanding, but he never filed his tax
11 return for 2016, when he sold that home, and so
12 we've got a tax liability from 2-2016, standing
13 out there.

14 2017, 2018, my client did get the
15 tax returns filed, but they withheld everything
16 she paid in because they still haven't filed the
17 2016 tax return. So we have woes, IRS woes. We
18 have unsecured credit card debt in excess of
19 \$48,000. There is a Chapter 13. Because my
20 client makes \$5800 a month, she can't qualify for
21 a Chapter 7 bankruptcy.

22 And so what happened in the
23 bankruptcy proceedings is they allowed her six
24 months to sell this house. She will have to use
25 her equity from the house. There should be about

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1 120,000 equity. We have asked --

2 THE COURT: Total or just her share?

3 MS. STORY: Total. So my client is
4 around 80 -- his -- no. If it's 120 hers would be
5 around 60. Most of hers will go to pay off the
6 debt.

7 THE COURT: Is the IRS going to be
8 intercepting this money?

9 MS. STORY: When he gets his -- the
10 holdup here is the 2016 tax returns because he had
11 the property that he sold, so I don't know where
12 he is on getting that information together, but
13 the IRS is clearly not bankruptable. Once he --

14 Once he files the 2016 tax returns,
15 I imagine they will take that \$8,000 they're
16 holding of her money from the -- from her
17 employment where she pays in her taxes. They will
18 take that and apply it toward the '16 taxes, no
19 doubt. So that's --

20 THE COURT: Any possibility she
21 could be an innocent spouse? I don't know how
22 that works anymore.

23 MS. STORY: She could probably, but
24 since they are already holding 8,000 of her money,
25 at this point, your Honor, she just needs the

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1 burden of all the debt off her mentally. She
2 suffers from narcolepsy and she suffers -- she has
3 very sleepless nights. She can't -- she has
4 chronic fatigue.

5 Her health has declined
6 considerably. It's a toxic marriage. It's been
7 unbelievably difficult just dealing with Mr.
8 Fenton to even get him served. So we continued
9 this matter from Ms. Brittany Gates who was the
10 attorney who was first retained to represent him.
11 We continued it from June 29 until today to give
12 her a month to work on him, to see if we could get
13 the house on the market, do something.

14 We really believe the only thing we
15 can do, your Honor, is to auction this house. We
16 got a text on June 15th from Mr. Fenton. Here's a
17 copy of the text, and he says --

18 THE COURT: Could this be with
19 reserve or without reserve?

20 MS. STORY: I think without reserve,
21 just let it go. I think a good auctioneer will do
22 a fabulous job. It's a good flip property. It's
23 a good -- as I said, in that zip code you can't
24 hardly find anything for that price. So Mr.
25 Fenton sent her an email.

1 Said I will -- text. (Quoted as
2 read.) "I will stay here until the bank -- until
3 you, the banks and the police carry me out of
4 here, while they carry truckloads of junk and
5 treasures out to the lawn." Then it goes on and
6 on.

7 But that is truly what we've dealt
8 with. So he's going to say that he doesn't have
9 anyplace to live, and that he has renters. He has
10 gotten renters in there. Well, we didn't sign a
11 lease. We never authorized any renters to be in
12 that house. I think the renters need to go.

13 THE COURT: Okay.

14 MS. STORY: So --

15 THE COURT: Do you know whether or
16 not they are month to month or if there's a
17 contract?

18 MS. STORY: I just got the lease,
19 and I didn't have a chance to look at it.

20 THE COURT: Okay.

21 MS. STORY: I have been told that it
22 says 90 days to vacate but -- I don't know. He
23 says --

24 MR. DUKE: Your Honor, I'm sorry,
25 but if Mrs. Fenton is going to make comments from

1 the table here, can we go ahead and put her under
2 oath, please?

3 THE COURT: She won't make any more.

4 MR. DUKE: Thank you, your Honor.

5 MS. STORY: And I don't mind being
6 under oath whatsoever. So I don't know. Like I
7 said, I was just handed this lease.

8 THE COURT: Sure.

9 MS. STORY: So I do not know.

10 THE COURT: Okay.

11 MS. STORY: I feel sure we have an
12 escape clause because my client didn't sign the
13 lease. She is the owner of the property.

14 THE COURT: Is she the only titled
15 owner?

16 MS. STORY: Both of them.

17 THE COURT: Okay.

18 MS. STORY: So that is our argument.
19 I would ask that the exhibit on the note, don't
20 come on my property, the no trespassing be made an
21 exhibit to this hearing, and the email or the text
22 from Mr. Fenton that says I will stay here until
23 you, the banks and the police carry me out.

24 THE COURT: All right. We'll make
25 this picture the first exhibit, number one.

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(Exhibit One received into evidence to this hearing.)

THE COURT: What about the ...

MS. STORY: The text, yes. I would like those texts to be made an exhibit.

THE COURT: The text will be accepted into evidence as Exhibit Number Two.

(Exhibit Two received into evidence to this hearing.)

MS. STORY: I have the bankruptcy, your Honor, that says it has to be sold within 180 days or goes to foreclosure.

THE COURT: What is the starting date of that order?

MS. STORY: She filed in April, April 29th.

THE COURT: Okay.

MS. STORY: Well, April 26.

THE COURT: Okay. So when does the 120 or 80 days start?

MS. STORY: I believe it starts from

1 the confirmation, but I'm not a bankruptcy lawyer,
2 so I was counting from -- I have talked to the
3 bankruptcy lawyer to make sure what relief we have
4 to get.

5 THE COURT: Okay.

6 MS. STORY: And I'm supposed to send
7 him a copy of this order from this court so that
8 he can get the Bankruptcy Court to ratify that
9 order so they're also in -- notified of that
10 process.

11 THE COURT: What about -- just to
12 fill in your statement here. I want to get the
13 whole picture. Have y'all talked about an
14 auctioneer? I know there are two opposite sides
15 here. I get that, but have y'all gotten that
16 far? You probably haven't because you disagree?

17 MS. STORY: Their position is they
18 want a private realtor to come in.

19 THE COURT: Okay.

20 MS. STORY: I don't mind doing
21 that, but, quite frankly, your Honor, I would not
22 recommend any of the realtors I work with because
23 I think it would be a nightmare. We get emails,
24 books and books and books from Mr. Fenton all
25 hours of the night, and I don't even think

1 there's anybody I could send into that situation.

2 THE COURT: Not even Ms. Martin?

3 She probably --

4 MS. STORY: She could do it. Mr.
5 Fenton would have to be put on a really short
6 leash until -- he could throw kinks in it, and
7 the other thing we're worried about -- it's what
8 Mrs. Fenton said -- is even if you got a realtor,
9 if he had to sign a listing contract within five
10 days, sell it as is, theyre going to --

11 The buyers are probably going to
12 want a home inspection. I don't know if it will
13 pass a home inspection, and with three people
14 living here with him, and if he says in that
15 email, you'll have to carry me out, he says all
16 my treasures, I don't know what the status that
17 house is. It's been since March of -- 18 months,
18 almost 18.

19 THE COURT: The tenants that are in
20 there now, is it a family or one person?

21 MS. STORY: You will have to ask
22 him. We don't know. Let me see if I can tell
23 from a name. Jesse Garcia. I don't know who that
24 is.

25 MR. DUKE: There's another one as

1 well.

2 THE COURT: Okay. All right. Yes,
3 sir. Well, whoever the lawyer is.

4 MR. MILLER: My name is Mitchell
5 Miller from the Nashville Bar.

6 THE COURT: Yes, sir, Mr. Miller.
7 How are you today?

8 MR. MILLER: I'm doing very well.
9 We have made a lot of progress talking about this
10 case so far, and my client is essentially coming
11 down to accept the inevitability that we're going
12 to need to sell this home to get this divorce
13 finalized and to move Mrs. Fenton through the
14 bankruptcy.

15 At this time, however, Mr. Fenton
16 is not employed although he is looking for
17 employment. He does have renters in this home,
18 and I know that Ms. Story has taken issue with
19 that, but I would also like to tell the court
20 that this has sort of come about because of the
21 bankruptcy and Mrs. Fenton stopped the -- you
22 know, discontinuing her payment on the primary
23 mortgage happened around the same time.

24 And so Mr. Fenton has tenants in
25 this home and has what is supplements and provides

1 his ongoing day-to-day costs, although the first
2 mortgage is not currently being paid.
3 Mr. Fenton did not know that the first mortgage
4 was not being paid until several months after Mrs.
5 Fenton stopped paying.

6 So, Judge, we have sort of an issue
7 here where the wife, by filing bankruptcy, filing
8 divorce and stopping to pay the first mortgage,
9 has created the financial crisis that we're now
10 here to resolve.

11 Obviously, Mrs. Fenton would
12 contend that my client ran up all the debt, and
13 we're not necessarily here to determine all of
14 the marital assets and how to distribute marital
15 debt and assets conclusively, but my client would
16 show the court that many of those -- many of those
17 transactions and I'll say creative financial
18 decisions were done by agreement, or at least with
19 the knowledge of the wife.

20 However, for today's purposes we
21 agree that the home needs to be sold, but Mr.
22 Fenton's liability to his current tenants needs
23 to be taken into account. Mr. Fenton's current
24 financial ability needs to be taken into account,
25 and we would oppose the motion in terms of an

1 auction, especially to the extent that it
2 requested an immediate auction.

3 At minimum, Mr. Fenton needs some
4 degree of time to gather his personal belongings,
5 give proper notice to his tenants, find
6 subsequent housing, and most importantly, if he
7 doesn't have a renter income coming in, have some
8 transitional time to figure out how to be self-
9 sustaining in the short run.

10 We're not here on an alimony
11 pendente lite motion, but we probably should be
12 soon because --

13 THE COURT: Can I ask you this?

14 MR. MILLER: Yes, sir.

15 THE COURT: One of the biggest
16 problems I'm bumping up against in trying to make
17 the best decision here is who's going to control
18 the husband? Exhibit One and Exhibit Two show
19 some very disturbing conduct. I know you are not
20 in charge of trying to control your client all the
21 time.

22 I do know good lawyers like you
23 gentlemen on the left side of the table will tell
24 your clients, if you don't do what I tell you to
25 do, we're out of here. I don't know how people

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1 work any more, but that's the way we used to
2 practice law. The lawyer is in charge. You can
3 be nice and sweet, but tell the client what they
4 need to do.

5 And I don't have any assurance at
6 this point that his conduct won't continue
7 thereby delaying this process even more. I know
8 you can't guarantee his conduct. I know that,
9 but is there anything you can give me to indicate
10 that his conduct will not be an issue at all? You
11 probably can't. If I were in your shoes I would
12 probably say --

13 MR. MILLER: I can give you no
14 guarantees.

15 THE COURT: I'm not an insurer of my
16 client's conduct.

17 MR. MILLER: I will adopt that
18 statement as Mr. Fenton's -- but, your Honor, I
19 would indicate that there's been an ex parte order
20 in place for some time now --

21 THE COURT: Right.

22 MR. MILLER: -- and that Mr. Fenton
23 has complied with that to the letter, and that we
24 stipulate he will continue to comply with that to
25 the letter, and Mrs. Fenton has agreed with that

1 and also agreed, you know, not to have any contact
2 with him.

3 So we are in a place. We are
4 coming to the table and starting to realize -- I
5 say "we" as in my whole team here and Mr. Fenton,
6 that this is where the rubber is meeting the road,
7 and this divorce is going to get moving along, and
8 we're going to have to take this one step at a
9 time.

10 This is going to have to be done.
11 So I will tell the court that I am confident that
12 my client now understands that. We spent many
13 hours working with him to impress upon him the
14 realistic difficulties of any divorce and, in
15 particular, this one.

16 So I think what you are seeing there
17 is probably something that you've seen a lot
18 before, where spouses in emotional and financial
19 crisis are lashing out in irrational, unstable
20 ways. That is coming to an end, and I can give
21 the court my best confidence that I believe that
22 Mr. Fenton is turning a corner on that.

23 He has expressed that to the court
24 by agreeing with Ms. Story's very generous
25 proposal to continue the ex parte order rather

1 than go for it on 402. So I do think that there
2 are some good indicators there. Mr. Fenton just
3 told me that he is willing to take down all those
4 troubling signs that Ms. Story mentioned.

5 We are prepared to entertain any
6 other limitations and orders that the court would,
7 you know, would want in that kind of order, but we
8 do think that because the main asset in this
9 divorce is this home, which we are essentially
10 disposing of before there's been any discovery and
11 any further analysis on this, that we need to
12 proceed in a way that absolutely maximizes the
13 total take on this.

14 THE COURT: Under the circumstances.

15 MR. MILLER: Under the
16 circumstances.

17 THE COURT: That's where the real
18 issue is here.

19 MR. MILLER: Yes, sir.

20 THE COURT: Can I ask you some more
21 questions too? Ms. Story may be able to answer
22 this. The other concern I have is: What kind of
23 condition is the interior of the home? Have we
24 seen -- has Ms. Story and her client had an
25 opportunity to look at the interior to see what it

1 looks like?

2 MR. MILLER: Your Honor, I'm not
3 sure. There's definitely some clutter, and my
4 client is willing to get to work today to make
5 sure that that is done, and in terms of following
6 recommendations for a realtor, we'll follow all
7 those recommendations. There may be some
8 financial limitations about, you know, what
9 extraordinary efforts can be made.

10 THE COURT: I'm going to think out
11 loud here for a moment. My tendency is to --
12 considering all these factors, first of all we're
13 getting ready to close out the best marketing
14 months of real estate; however, when we look at
15 property that is specialty property or property
16 that is very desirable like Brentwood, that
17 really doesn't matter like it used to.

18 People, if they want to buy, will
19 buy. If the right buyer comes along -- and they
20 do in these desirable neighborhoods -- they'll buy
21 it.

22 MR. MILLER: Yes, sir.

23 THE COURT: So the next thing is,
24 looking at the husband's past conduct, which
25 bothers me, and his interruption of the smooth

1 transition of a sale or auction, I want to get
2 the highest and best price as everyone does.
3 It's such a close decision for me.

4 I'm thinking of three options.
5 Number one, getting a real estate person who is
6 aggressive, who'll sell the property, and if it
7 can't be sold within 30 days, auction it. But
8 what that's going to require, if the interior of
9 the home looks like trash, I mean, that's going to
10 cost money to get it in good condition.

11 So I guess the question there is
12 that no one has an answer, and I don't expect
13 one. What is the margin of additional equity
14 that could be obtained to fix the home up and
15 make it marketable and sold with an aggressive
16 seller within a month, and is it going to be
17 worth it to do that financially?

18 MR. MILLER: From my understanding
19 -- from my understanding an investment of five to
20 10,000 would yield an additional profit of about
21 50. That calculus might make sense, but I don't
22 think that either party has the money to make
23 that investment even though that may be a rational
24 decision to make.

25 THE COURT: My tendency is to sell

1 it at auction -- it really is -- for a lot of good
2 reasons.

3 MR. MILLER: Your Honor, if I could
4 add another note about how I've arrived on this
5 case, especially just a few days before this
6 hearing ...

7 THE COURT: Yes, sir.

8 MR. MILLER: Mr. Fenton contacted
9 me I would say in February maybe before some of
10 these things happened, and he wanted to engage
11 me, but at that time I was working with HCA, and
12 we developed a rapport -- I couldn't take his
13 case, but we developed a rapport several months
14 ago.

15 Although I wasn't able to take his
16 case, I think that we've connected and we've
17 established a rapport, and since I've moved back
18 into private practice he contacted me just last
19 week. So since this has gotten rolling -- and I
20 know that there was a divide between he and his
21 prior counsel -- I do have a strong rapport with
22 my client.

23 And I would be willing to do
24 whatever the court would like to try to work with
25 him and make sure that all phases of this divorce

1 proceed in an orderly and respectful fashion. I
2 think that we're ready to turn a corner and do
3 that if the court would allow us that opportunity,
4 if the court's main concern is how we conduct
5 ourselves.

6 THE COURT: If the margin of
7 additional money pales against the cost to get
8 there, and we know that no one has the money to
9 get there, that particular option, that's not
10 going to work, so it looks like to me -- correct
11 me if I'm wrong, but it look like to me that
12 trying to get the home fixed up for purposes of
13 producing a higher return --

14 MR. MILLER: Let me clarify. We're
15 not proposing further investment to -- we're
16 proposing an as-is sale, but through a -- on the
17 market rather than at auction so that -- I mean
18 without additional --

19 THE COURT: But you have to pay the
20 realtor, don't you?

21 MS. STORY: I was looking at the
22 realtors that Ms. Martin would -- or the auction
23 companies that might be suggested --

24 THE COURT: Right.

25 MS. STORY: -- and there's an

1 auctioneer in Brentwood, First Cumberland
2 Auctioneers. What they would probably do is go
3 out and just do an estate sale and sell whatever
4 treasures are there that he's not going to take
5 with him. Then they would just sell everything.
6 We would just sell personal property and the
7 home.

8 They do charge six percent. Now a
9 realtor -- an auctioneer is going to charge the
10 same amount.

11 THE COURT: Okay. So that's not
12 a --

13 MS. STORY: It's the same, six
14 percent. They do a pretty good job of getting
15 advertising out there. You would be surprised
16 how many people show up on these courthouse
17 steps.

18 THE COURT: I see them all the time.

19 MS. STORY: For auction.

20 THE COURT: Right. Can I just ask
21 this question too? I've seen where -- I don't
22 want it to look like a desperation sale, and y'all
23 don't either because the hawks will be out there.
24 But at the same time these auctioneers now are
25 marketing these sales not as an auction

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1 necessarily, but like Ms. Story said, like an
2 estate sale to kind of disguise the idea that it's
3 a desperate sale when it --

4 MR. MILLER: If an auction has to be
5 the way to go we certainly appreciate, you know,
6 proceeding within some form that appears
7 respectful and doesn't just result in a basement
8 price.

9 THE COURT: There are auctioneers
10 who can do that. They understand that because
11 that makes their commission a lot higher if they
12 don't make it look like it's desperate, and
13 they're doing a good job of that from what I've
14 seen.

15 MR. MILLER: And, your Honor, if an
16 auction has to be the way we go, I would still ask
17 for that auction to be out a ways so that he can
18 obtain -- if we're talking about 30 days, he can't
19 both clear the home out and apply for jobs. So
20 then he's got to sell -- we got to figure out
21 where his personal property goes, find a storage
22 unit for that.

23 We've got to kick the tenants out,
24 which are providing income, so he can't really go
25 buy a storage unit to keep the stuff he wants to,

1 and since he doesn't have a job, especially in
2 that time frame, he couldn't turn around with his
3 current resources and rent the cheapest place in
4 the county.

5 MS. STORY: What I suggested there,
6 your Honor, is that let him -- I've asked for the
7 proceeds be placed in the court from the sale,
8 but we would say he could have X amount of dollars
9 toward his equity.

10 THE COURT: Draw on his interest.

11 MS. STORY: That way it would go
12 towards the division of marital property, but
13 give him some money to get him a new place to
14 live.

15 MR. MILLER: Then, your Honor,
16 that's why time is also very important. If we
17 did this auction tomorrow and we had that exact
18 order in place, still wouldn't make much of a
19 difference because he needs some time to get even
20 the most, you know -- the most nominal --

21 THE COURT: Let me know what you're
22 talking about timewise. I know what I'm thinking.

23 MR. MILLER: So another issue is the
24 liability to current tenants, and that lease puts
25 90 days.

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1 THE COURT: Well, I don't want to
2 put you in the position of buying a lawsuit --

3 MR. MILLER: That's why we --

4 THE COURT: -- having to pay out
5 money on that, so Ms. Story, what do you say about
6 that?

7 MS. STORY: It's a self-made -- it's
8 a self-made lease --

9 MR. MILLER: Which is fine.

10 MS. STORY: -- that he did, and it
11 says sale. Under the sales provision that any
12 time during this lease, if the landlord decides to
13 sell, if landlord sells this property or places
14 it up for sale, whether voluntarily or by court
15 order, or in any way the ownership of this
16 property or rights to sell this property are
17 conveyed to another party, whether by foreclosure
18 or other legal process -- which is going to happen
19 soon if we don't get it on the auction block
20 within 30 days or so -- during the term of
21 tenancy, this tenancy per this agreement, the
22 assuming owner or controlling party and their
23 agents and assigns must continue to comply in
24 full with the terms of this lease.

25 Well, obviously he cannot bind a new

1 owner to comply with this lease, so that is a
2 voidable contract. There's no way that that
3 tenant could go after the assuming owning or
4 controlling party or their agents.

5 MR. MILLER: I would stipulate that
6 that interpretation is absolutely correct. The
7 controlling provision is what follows.

8 THE COURT: Right.

9 MR. MILLER: Landlord herein
10 promises and assures tenant that absolutely under
11 no circumstances will the tenant be requested or
12 required to move out within receiving at least,
13 the very least, 90 days written notice in advance.
14 That is -- I mean he is boxed himself in here.

15 THE COURT: Yeah.

16 MR. MILLER: The court is going to
17 give him a lawsuit from two tenants.

18 MS. STORY: I don't even know. Are
19 they paying?

20 MR. MILLER: Yes.

21 MS. STORY: Do they have -- where
22 is his -- I don't have an income and expense
23 statement from him. Has he given them notice?
24 He's known since March of last year that the house
25 was going on the market, and he signed the lease

1 in April of this year.

2 I don't -- you took that other lease
3 so I don't know when the other one was signed, but
4 this one, March, he signed it March of '19. The
5 bankruptcy was filed April. He knew this was
6 coming down the pike. I think this is a ruse to
7 try to keep you from selling the house, and I'm
8 sorry that he signed this.

9 THE COURT: How many days -- Ms.
10 Story, if I decide to auction this house, if I
11 decide to auction it, how many days do you
12 suggest?

13 MS. STORY: I would say 30 days.

14 THE COURT: Okay.

15 MS. STORY: Let us within the next
16 week agree on an auctioneer between the attorneys,
17 reach out to some of our referrals and see who
18 they prefer that we use and we get it on -- have a
19 goal for 30 days.

20 THE COURT: All right. Anything
21 else by either party?

22 MR. MILLER: Your Honor, if the
23 court orders an auction I would ask for further
24 order that proceeds be immediately available, at
25 least some portion of proceeds be immediately

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1 available to Mr. Fenton for his continued --

2 THE COURT: Once the money is placed
3 in the clerk's office, we'll talk about that. I
4 know that may be an issue.

5 MS. STORY: If he will just send me
6 a list of what he, you know, a pro forma of what
7 he wants, what his budget might be, how much he
8 thinks he is going to need to buy us time to get
9 us to our mediation or to trial, I certainly will
10 be reasonable with that.

11 THE COURT: Okay. Let me tell
12 y'all, none of this is pleasant.

13 MR. MILLER: I know that you are
14 about to -- I hate to do this. My client really
15 doesn't prefer that I tell you this, but the
16 timing is especially difficult for him to deal
17 with because he has several -- he has several
18 mental issues. He has anxiety and depression
19 disorders that make this a very crippling task to
20 handle: Gathering personal things, getting a job
21 set up, trying to land somewhere.

22 There's no family or friends in town
23 willing to give him a place to stay in the very
24 near term, and so if the court can be generous and
25 give him as much time as you can possibly see, I . 553

1 would appreciate that. My client would. That
2 seems to be justice. In this case we're about 90
3 days since bankruptcy. It sounds like we have
4 another -- is it an additional 90?

5 MS. STORY: Ninety. I would say 90
6 to 120.

7 MR. MILLER: So if we can have
8 something approaching the 60- to 75-day range,
9 that would still put us within that window. We
10 can still proceed with the bankruptcy unimpeded.
11 My client would have the best fighting chance to
12 land on his feet.

13 THE COURT: Right.

14 MS. STORY: Here's my comments about
15 that. I know that his father has a summer home in
16 Tennessee. His mother has been giving him money.
17 He has a place to live, albeit in Michigan, but
18 they don't have -- we would -- if he vacated the
19 property we could meet with the auctioneer out
20 there and take care of that.

21 He doesn't have -- I mean, if he
22 just wants to vacate and go, get the tenants out,
23 we'll meet with the auctioneer and take care of
24 the auction. My client has mental health issues
25 too and physical debilitating issues, and she's

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1 trying to work, but we have to do what we have to
2 do, and that's the quickest we can get money in
3 his pocket and give us some relief.

4 THE COURT: All right. I'm going to
5 go ahead and rule. I respect and appreciate the
6 argument of both counsel, and you are very good at
7 this. You are very articulate. You are very
8 calm. You are very -- you understand what it
9 means to sit down with a lawyer and try to talk
10 things out, but still represent your client's
11 interests.

12 I can tell, so it's nice to see
13 someone who knows what they're doing.

14 MR. MILLER: I appreciate that,
15 Judge. Thank you.

16 THE COURT: I mean that, I really
17 mean that. You are very calm and articulate. You
18 know what you're doing. I respect your approach.
19 I really do. Did you know Bruce Moore, or do you
20 know him?

21 MR. MILLER: I think I've maybe met
22 him in passing.

23 THE COURT: Well, he's one of my
24 lifelong friends. He's been with HCA forever.
25 He is a great guy. I don't mean that in a bad

555

1 way. I just kid my buddy. But anyway, he is a
2 great guy. If you are ever back over there, get
3 to meet him because he is a good man.

4 MR. MILLER: Will do, your Honor.
5 Thank you. I appreciate those comments.

6 THE COURT: You are very welcome.
7 I don't have a magic wand here. I wish I did
8 where I could please everyone, but I can't. We
9 all know that in these types of cases it is very
10 difficult, but we got to move. I understand the
11 exigencies of the issues here. I understand the
12 time limitations of the path through bankruptcy,
13 et cetera.

14 I understand that there's a
15 potential lawsuit that may come down the road.
16 I understand this is the biggest asset, and you
17 can try to get the highest and best dollar, all
18 kinds of different elements that go into making
19 a decision, so this is what I would like to do.

20 The home will be sold at auction in
21 45 days. Y'all will discuss and try to agree upon
22 an auctioneer. Obviously, you two good lawyers,
23 three lawyers, will do whatever is necessary to
24 obtain the services of a good auctioneer who will
25 market the sale in a marketable fashion that will

556

1 not invite a desperation offer.

2 Both sides will follow the
3 directives of the auctioneer or their agent with
4 regard to visiting the interior of the home to
5 determine a fair range of auction sale, sale
6 price and to review, look at and tag personal
7 items, if necessary, for sale.

8 Both parties through their
9 attorneys will give the auctioneer their
10 absolute, full cooperation even though it is
11 difficult, but that must be done. Once the
12 auction has been completed. the proceeds, netted
13 proceeds of the auction after expenses and
14 commissions are paid as a result of the auction
15 will be placed in the -- are we Chancery or
16 Circuit?

17 MS. STORY: Chancery.

18 THE COURT: In the Chancery Court
19 clerk's office in an interest-bearing account in
20 both parties' names. How do we do that now? Do
21 y'all put it in your name now? However it's
22 done.

23 MS. STORY: I think it might be in
24 Ms. Beeler's name.

25 THE COURT: I think it is.

557

1 MS. STORY: On behalf of.

2 THE COURT: Right, exactly, bnf or
3 on behalf of. If moneys are needed after the
4 moneys are deposited I will definitely entertain
5 a request for withdrawal of either side's
6 equitable interest in those moneys from the
7 clerk's office. That will have to be done either
8 by agreement of the parties or a court hearing.

9 It will be a straight auction
10 without reserve, and I believe that's it. Let
11 me ask this question. I really don't believe,
12 now that the husband is represented by excellent
13 counsel, that we're going to have any problems
14 with the husband trying to stall the auction or
15 interfere directly or indirectly in any way.

16 Is there a restraining order against
17 him at this point in that regard?

18 MS. STORY: There's just the
19 standard restraining order that went down, the
20 statutory from harassing, threatening or
21 intimidating or dissipating marital -- dissipating
22 assets or encumbering. Then the ex parte from
23 contact so there's nothing to prevent him from
24 stalling the sale of the house.

25 THE COURT: What do you say about

558

1 that, Ms. Story?

2 MS. STORY: Well, I would like it in
3 there.

4 THE COURT: I know you would. I'm
5 going to put it in there because I want this sale
6 to go off. I've made a decision about how to do
7 it, when we're going to do it, and I want to make
8 sure because of the immediacy of this issue, that
9 it gets done without any interference, and I
10 believe that the husband will cooperate and will
11 be a gentleman even though it's all difficult.

12 He will do whatever is necessary to
13 get this asset sold and get the money into the
14 clerk's office as quickly as possible so that he
15 may share in some of the proceeds on an immediate
16 basis if he feels that he needs to.

17 So the husband will be enjoined and
18 restrained from interfering in any form
19 whatsoever directly or indirectly with a smooth
20 transition and preparation of the home for
21 auction. Yeah.

22 Do y'all need me to order when the
23 tenants should vacate? I will be glad to do it.

24 MR. MILLER: Will you repeat that,
25 your Honor?

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1 we're trying to get this property sold through
2 auction, so I'm thinking we need to give the
3 tenant a drop-dead deadline to be out, something
4 that's reasonable.

5 If we're going to auction in 45
6 days, everybody is going to have to be pressed
7 against the wall because of circumstances that
8 have come up in this divorce case. I'm thinking
9 he needs to be out of there in ten days so we
10 don't have that to worry about.

11 MR. MILLER: One thing is I believe
12 Mr. Fenton has already been paid by these tenants
13 for the month of August.

14 THE COURT: Okay. You will have to
15 reimburse them.

16 MR. MILLER: That is probably not on
17 hand because that goes toward his living expenses
18 at the moment.

19 THE COURT: I didn't hear you. I'm
20 sorry.

21 MR. MILLER: The amount required
22 for reimbursement is not on hand because that
23 goes to his living expenses, so if we could put
24 their leave date at the very end of the month
25 so that he doesn't owe any further

560

1 reimbursement.

2 THE COURT: At the end of this
3 month?

4 MR. MILLER: At the end of August.

5 THE COURT: Today is August 1st.

6 MR. MILLER: Right.

7 THE COURT: What do you say, Ms.
8 Story?

9 MR. MILLER: Are you saying that
10 they need to move out ten days from today or ten
11 days after the auction? You're saying from
12 today?

13 THE COURT: Well, y'all tell me.
14 What I'm trying to do is to prevent unexpected
15 problems and issues that come up. Again there's
16 so many things I don't know and y'all don't know,
17 but the last thing I want to do is have an
18 auctioneer coming in there and tripping all over
19 the tenant and the tenant getting --

20 I mean I don't know anything that's
21 going to happen. I just want that to be a
22 non-issue, so if the tenant is out of there it is
23 a non-issue. Any reimbursement, we'll have to
24 deal with that, but it's going to have to be paid
25 back to keep him happy. He may not be happy at

561

1 all. Again I can't solve all the problems, but,
2 you know, we're just going to have to move through
3 here with what's necessary.

4 MR. MILLER: Since we are --

5 MS. STORY: I think she is okay
6 with letting him stay until August 30th if he
7 gives them notice today, because that way, 15
8 days to find the auctioneer for us to get that
9 started. Then the auctioneer is going to
10 advertise.

11 THE COURT: Okay.

12 MS. STORY: Then tell Mr. Fenton
13 what he needs to get out of the house I'm sure, so
14 I think we would be okay with August 30th.

15 MR. MILLER: She just made my next
16 point. I appreciate that.

17 THE COURT: Good deal. Okay.
18 Anything else that we need to talk about?

19 MR. MILLER: The only question I
20 would have is about personal property between
21 the two of them. Wanting to know if Mrs. Fenton
22 has anything in particular we should be aware of?

23 MS. STORY: There's a couple of
24 things. We'll make a list.

25 MR. MILLER: We don't want any

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1 further headache about stuff like that.

2 THE COURT: I respect that. Thank
3 you. Let's do this. Are y'all going to make a --
4 you've already --

5 MS. STORY: There's a few little
6 things she wants. We'll make a list.

7 THE COURT: Okay, good enough.

8 MS. STORY: I can do that.

9 THE COURT: If you will put that in
10 the order as well. Do you want a deadline for her
11 to get that list of property out of the home?
12 Y'all are doing really well.

13 MR. MILLER: A couple of days, ten
14 days?

15 MS. STORY: Ten days.

16 THE COURT: That will work. I think
17 we covered it all.

18 MR. MILLER: Thank you, your Honor.

19 THE COURT: Is that it? Very good.
20 Can I get both of you to sign off on that order,
21 please, and I'll sign it whenever it's prepared.
22 I believe that's it. Any other questions?

23 MS. STORY: No, your Honor.

24 THE COURT: Very good. Thank y'all
25 very much. It's good to see y'all.

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MS. STORY: We're off the record?

THE COURT: Yes.

(Whereupon, this was all that was heard in this cause, this the 1st day of August, 2019.)

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REPORTER'S CERTIFICATE

I, Susan D. Murillo, Certified Court Reporter in and for the State of Tennessee, do hereby certify that the above proceedings were reported by me and that the foregoing 42 pages of the transcript is a true and accurate record to the best of my knowledge, skills and ability.

I further certify that I am not related to nor an employee of counsel or any of the parties to the action, nor am I in any way financially interested in the outcome of this case.

I further certify that I am duly licensed by the Tennessee Board of Court Reporting as a Licensed Court Reporter as evidenced by the LCR number and expiration date following my name below.

Susan Murillo, LCR #224
Expiration Date: 6-30-20
118 Wheaton Hall Lane
Franklin, Tennessee 37069

565

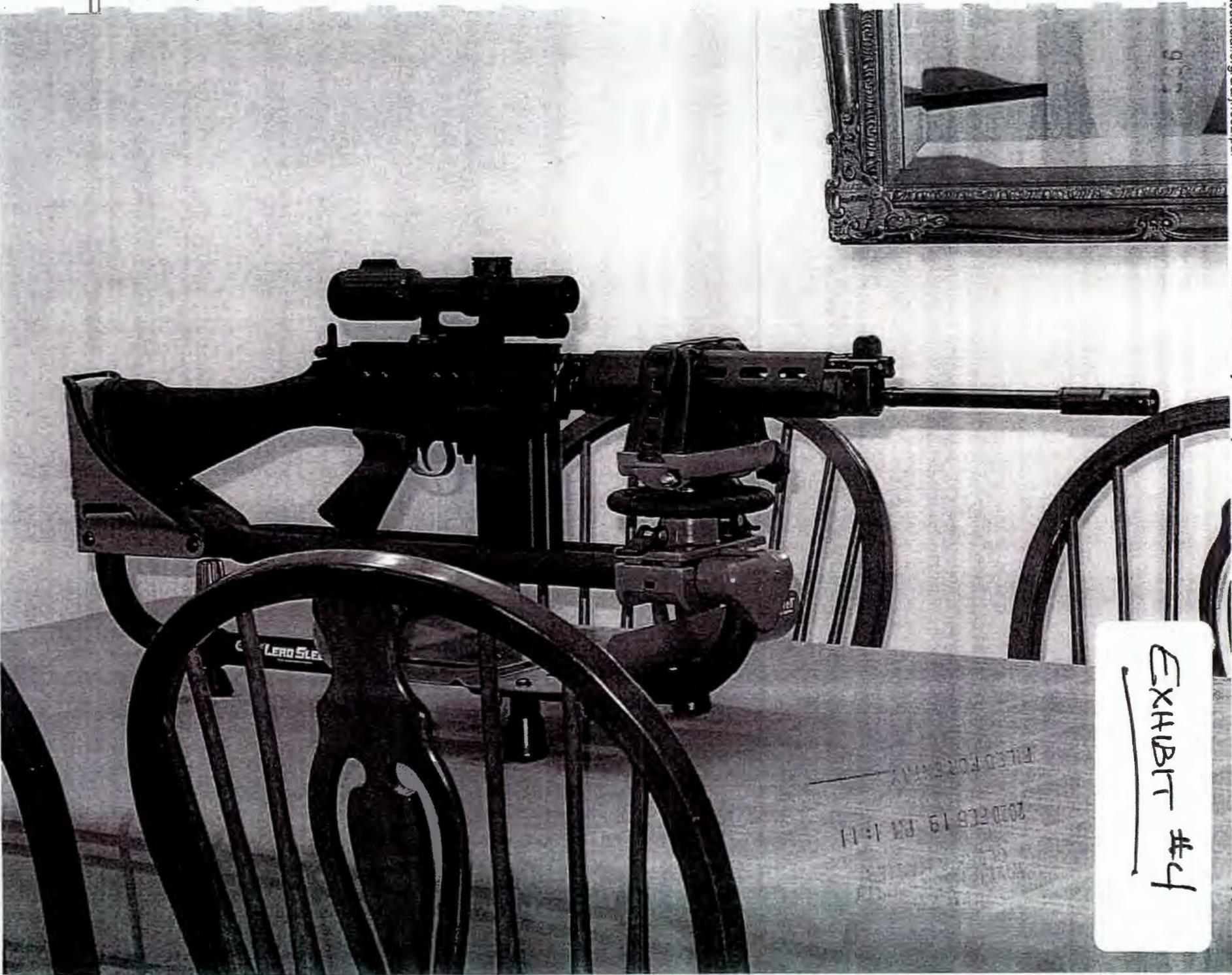


EXHIBIT #4

FILED FOR ENTRY
2020 FEB 19 PM 1:11
CLERK OF COURT

LEAD SLEE

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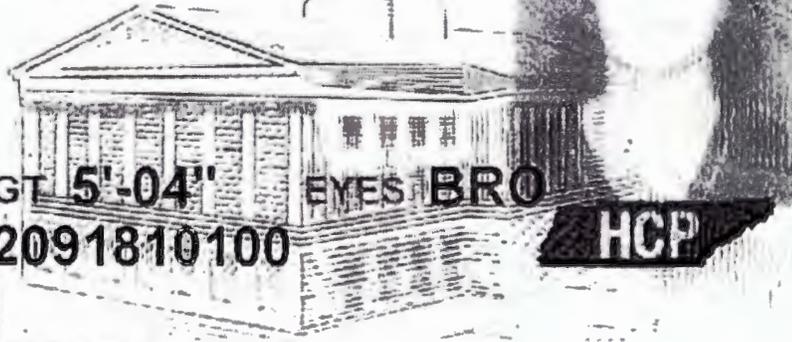




PERMIT NO.
093973585
DOB
01/22/1973

EXP **03/12/2019**

Fawn Fenton



SEX **F** HGT **5'-04"** EYES **BRO**
DD **9011412091810100**

FENTON
FAWN TIFFANY
1986 SUNNY SIDE DR

BRENTWOOD, TN 37027

568

FAWN T. FENTON

1986 Sunny Side Drive, Brentwood, Tennessee 37027

Email: [REDACTED]

Tel: (615) [REDACTED]

Self-Defense Handgun Instructor

CERTIFICATIONS & AFFILIATIONS

- **NRA Certified Basic Pistol Instructor**
- **Tennessee Department of Safety Concealed Carry Instructor**
- **Front Sight Firearms Training Institute Handgun Instructor, Pahrump, NV**
- **CCWP Instructor at The Range Incorporated, Centerville, TN**
- **Nashville Police Department, Citizens Police Academy, Spring 2009**
- **Mount Juliet Police Department, Citizens Police Academy, Spring 2004**
- **Member of the NRA since 2004, Life Member since 2012**
- **Certified Trainer with NRA "Refuse to Be a Victim" Program**
- **Member of the United States Practical Shooting Association since 2003**

TRAINING

- **Front Sight Firearms Training Institute, 4-Day Practical Rifle (FN-FAL & AR15), January 2018**
- **Front Sight Firearms Training Institute, 4-Day Defensive Handgun, March 2013**
- **Front Sight Firearms Training Institute, 4-Day Armorers Class – AR15, March 2010**
- **Front Sight Firearms Training Institute, 4-Day Line Coach – Defensive Handgun, March 2010**
- **Front Sight Firearms Training Institute, 4-Day Instructor Development, February 2009**
- **Front Sight Firearms Training Institute, 4-Day Practical Rifle (AR-15), February 2008**
- **Front Sight Firearms Training Institute, Handgun Master Prep, January 2007**
- **HGR Firearms NRA Basic Pistol Instructor Certification Course, June 2006**
- **Front Sight Firearms Training Institute, 4-Day Defensive Handgun, January 2006**
- **Front Sight Firearms Training Institute, 4-Day Practical Rifle (AK-47), January 2005**
- **Tactical Response, 2-Day Fighting Pistol, May 2004**
- **Vanderbilt Rape Aggression Defense Systems, December 2003**
- **The Range Incorporated, Advanced Handgun II, November 2003**

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- Front Sight Firearms Training Institute, 4-Day Defensive Handgun, October 2003
- The Range Incorporated, Advanced Handgun I, April 2003
- The Range Incorporated, State Concealed Carry Course, February 2003
- Front Sight Firearms Training Institute, 4-Day Defensive Handgun, October 2002

REFERENCES

JOHN HUTCHERSON ■ Owner, The Range Inc. Instructor, DCSO Correctional Officer
T: (615) 662-6815, Nashville, TN therange@belisouth.net

RICK MORELLO ■ Front Sight Firearms Operations Manager, Instructor
T: (800) 987-7719, Pahrump, NV morello@frontsight.com

MARK [REDACTED] ■ Brother, U.S. Marine Veteran
T: (949) 565-6204, Lake Forest, CA mark.davenport@live.com



11

- 571

Fawn's Ammunitions: Taken During Separation

TOTAL ESTIMATED VALUE: **\$1,993.41**

 Fawn T. Fenton

 [REDACTED] Brentwood, TN 37027

 (615) [REDACTED]

Item #	Make / Model	Item / Description	Bullet Weight (Grains)	Muzzle Velocity (FPS)	Bullet Style	Serial Number / ID Number	Date Purchased
1	Federal American Eagle (XM193)	5.56 x 45mm	55	3,165	FMJ	Case UPC: 50029465094602	11/7/2016
2	Federal American Eagle (AE223)	223 REM	55	3,240	FMJ-BT	Box UPC: 029465084820	2/4/2005
3	PMC Bronze (308B)	7.62 x 51mm (.308 WIN)	147	2,780	FMJ-BT	Case UPC: 20741569060282	11/8/2016
4	Hornady TAP (#80968)	7.62 x 51mm (.308 WIN)	168	2,700	TAP FPD	Box UPC: 090255809688	11/8/2016
5	Federal American Eagle (AE40R3)	.40 S&W Target	165	1,130	FMJ	Case UPC: 50029465092813	11/7/2016
6	CCI Blazer Brass (S210) A-08-K-23	.40 S&W Target	165	Unknown	FMJ	Box UPC: 076683052100	2/4/2005
7	Federal Premium HST LE (P40HST1)	40 S&W Tactical	180	1,010	JHP	Box UPC: 029465094454	11/8/2016
8	Federal American Eagle (AE9AP)	9mm LUGER	124	1,150	FMJ	Box UPC: 029465088569	2/11/2010
9	Federal Premium HST LE (P9HST2)	9mm LUGER Tactical	147	1,000	JHP	Box UPC: 029465094447	11/8/2016
10	Federal Classic HI-SHOK (C38J)	.38 SPECIAL +P	125	950	JSP	Box UPC: 029465092955	Unknown
11	Miscellaneous Ammo Boxes	.40 Federal | .22 CCI | .223 Winchester	Misc	Misc	Misc	Misc	Unknown

TOTALS INVENTORY ITEMS: 11

COUNTED, SIGNED-FOR, AND TAKEN BY FAWN ON 5/1/2018

572



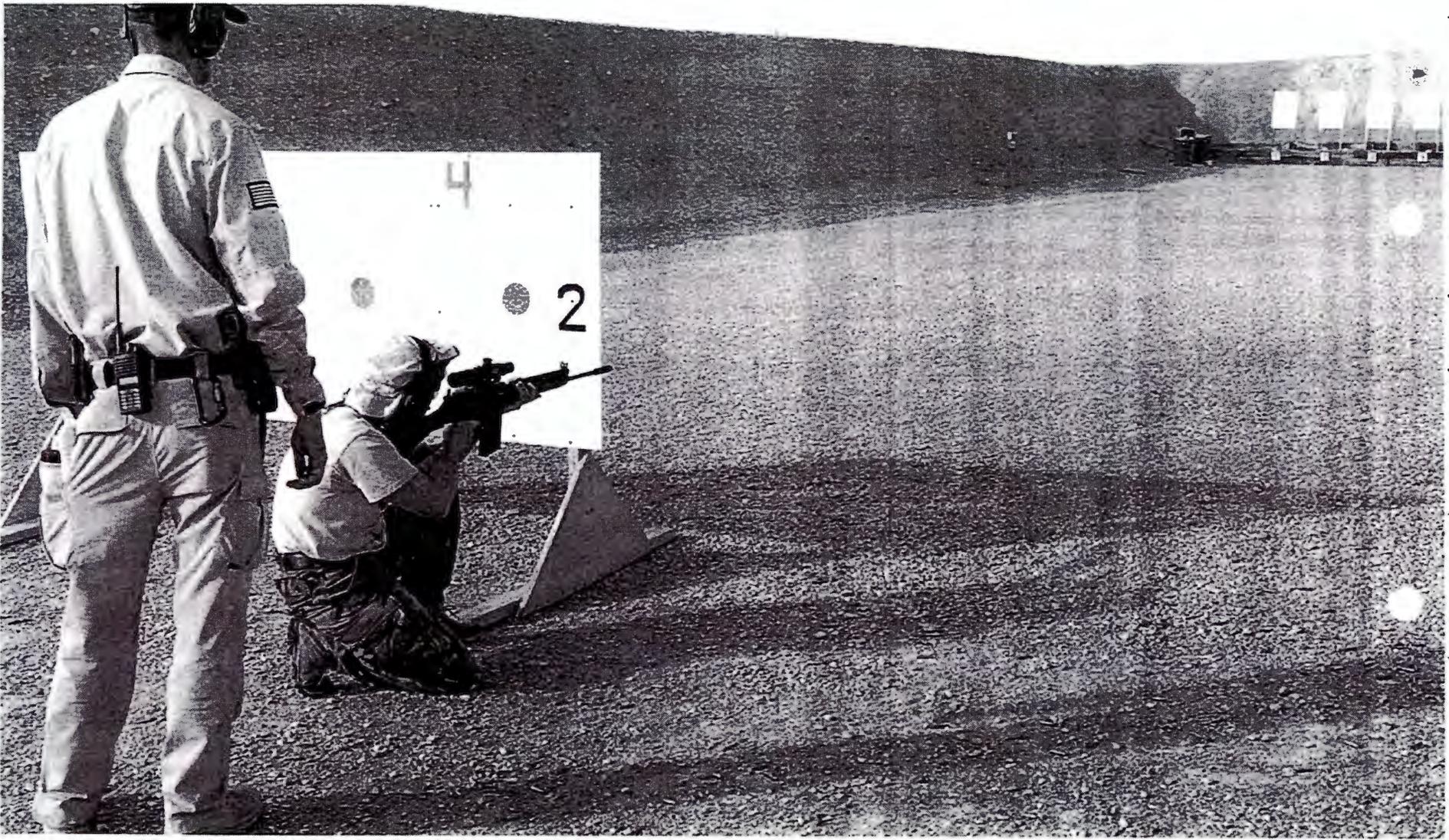
INVENTORY DATE: 5/1/2018

Insurance company: Donegal Insurance Group
 Insurance company phone: (800) 877-0600
 Policy number: HOC 8115950
 Insurance agent: Will & Anna Lima Montgomery (Montgomery & Assoc.)
 Insurance agent phone: (615) 829-8457
 Insurance agent address: 1730 General George Patton Dr, #212, Brentwood, TN 37027

Where Purchased	Quantity Purchased	Purchase Price	Price per Round	Date	Counted	Quantity Counted	Estimated Current Value	Notes
SportsmansGulde.com	1,000	\$372.98	\$0.37	5/1/2018	1,000	1,000	\$372.98	2x 500 Round Cases (25 Boxes of 20 Rounds Each)
AmmoMan.com	1,000	\$219.00	\$0.22	5/1/2018	780	780	\$170.82	39 Boxes of 20 Rounds
SportsmansGulde.com	1,000	\$645.98	\$0.65	5/1/2018	1,000	1,000	\$645.98	2x 500 Round Cases (25 Boxes of 20 Rounds Each)
SportsmansGulde.com	100	\$132.95	\$1.33	5/1/2018	100	100	\$132.95	5 Boxes of 20 Rounds
SportsmansGulde.com	1,000	\$326.78	\$0.33	5/1/2018	300	300	\$98.03	6 Boxes of 50 Rounds Each
AmmoMan.com	1,000	\$179.00	\$0.18	5/1/2018	700	700	\$125.30	14 Boxes of 50 Rounds
AmmoMan.com	300	\$234.00	\$0.78	5/1/2018	50	50	\$39.00	1 Box of 50 Rounds
AmmoMan.com	1,000	\$289.00	\$0.29	5/1/2018	550	550	\$158.95	11 Boxes of 50 Rounds
AmmoMan.com	100	\$90.00	\$0.90	5/1/2018	100	100	\$90.00	2 Boxes of 50 Rounds
Unknown	500	\$125.00	\$0.25	5/1/2018	380	380	\$95.00	19 Boxes of 20 Rounds (Guessed at Pricing)
Unknown	220	\$65.00	\$0.30	5/1/2018	220	220	\$65.00	Fed = 50 Rounds CCI = 150 Rounds Win = 20 Rds
		\$2,679.09				5,180	\$1,993.41	



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STATE CERTIFIED HANDGUN INSTRUCTOR

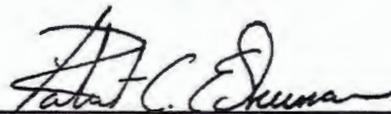
Awarded to

Fawn T. Fenton

ID # 197 / 30 / 1220

Presented by
Tennessee Department of Safety

Issued 5/8/12 Expires 8/15/15



Program Director



Commissioner

578



National Rifle Association of America

Certificate of Membership

This certifies that

Fawn Fenton

has fulfilled the requirements of a

Life Member

as set forth in the bylaws of the Association

Date April 26, 2012 *National Rifle Association*

Way Le Pini
 Executive Vice-President

579



Thank you for your efforts in promoting the safe and responsible use of firearms

- Each team instructor gets full credit for the course when you team teach.
- Remember to report your courses within 10 days of completion at nrainstructors.org.

National Rifle Association Credentials

FAWN T. FENTON

Instructor

Certified Pistol

New ID Card Enclosed

FAWN T. FENTON
1986 SUNNY SIDE DR
BRENTWOOD, TN 37027-5404

Edward J. Land, Jr.
Edward J. Land, Jr., Secretary

NRA # 137202242

Expires: 8/31/2016

Not valid for conducting NRA Law Enforcement or NRA Security Officer Training Courses.

Detach card and carry in wallet. This appointment is valid until the date shown. Prior to the expiration date on this card you will be given an opportunity to renew. Be sure to return the renewal application promptly when it comes.

New ID Card Enclosed

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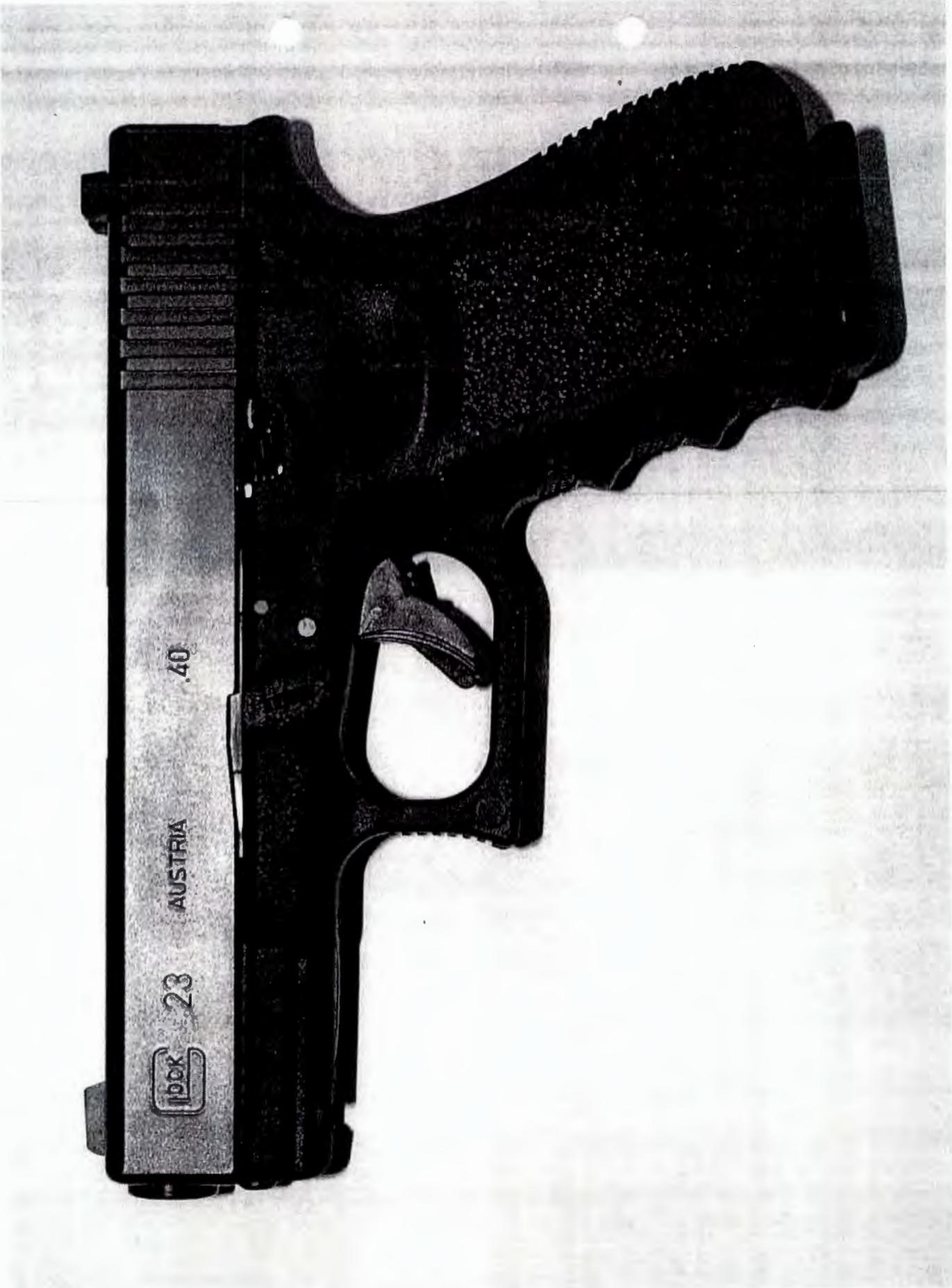
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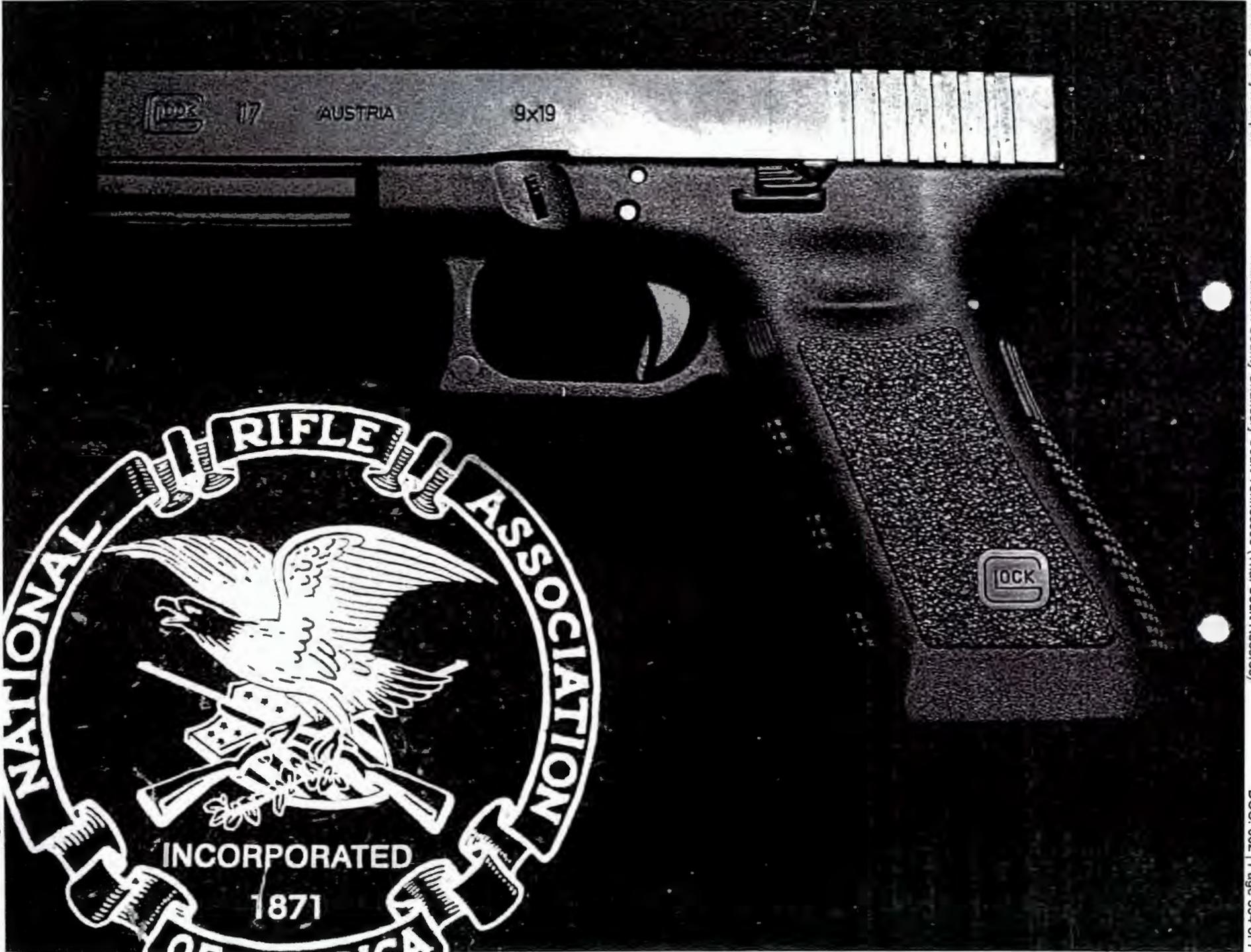
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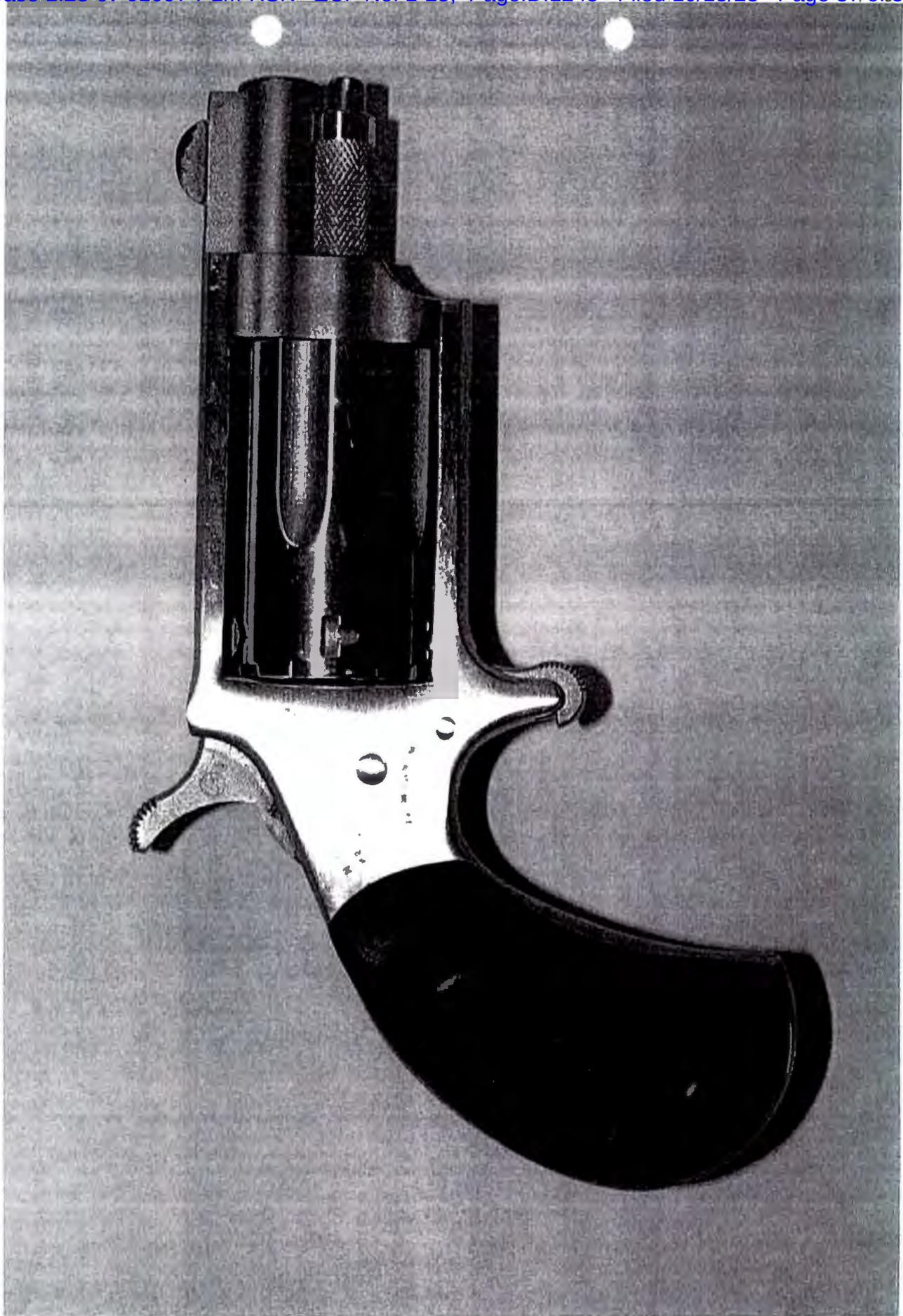
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OPERATIONS REPORT

1. AGENCY WILLIAMSON COUNTY SHERIFF'S OFFICE		2. PERSON RECEIVING COMPLAINT 2265 - Dep. Warren P. Cagle		3. DATE/TIME RECEIVED 04/22/2018 21:29 24 HR. CLOCK		5. TIME ARRIVED 21:38		7. CASE NUMBER 2018-9643		
8. NATURE OF INCIDENT DOMESTIC-VERBAL - Event #1804060888		4. TIME DISPATCHED 21:29		6. TIME COMPLETED 22:25						
9. LOCATION OF INCIDENT 1986 Sunnyside Drive, Brentwood, TN 37027		LOCATION CODE 01		REPORTING ZONE 1		DISPATCH ZONE/SECTION 1				
10. VICTIM COMPLAINANT ACCUSED VEHICLE		Fenton, Fawn Tiffany - 1986 Sunnyside Drive, Brentwood, TN 37027		PATROL ZONE/GRID 1		OTHER ZONE/BEAT				
11. ACTION TAKEN On 04/22/2018, at approximately 2138 hours I arrived at 1986 Sunnyside Drive, Brentwood, Tennessee, in reference to a Verbal Domestic call. Once on scene, I made contact with the complainant, Mrs. Fawn Tiffany Fenton. Mrs. Fenton she had informed her husband, Mr. Jeffery R. Fenton that she wanted a divorce. This led to a verbal dispute between Mr. And Mrs. Fenton. Mrs. Fenton felt unsafe as the argument escalated and contacted law enforcement. I spoke to both parties involved and concluded that the dispute was verbal only. Mrs. Fenton voluntarily elected to gather some belongings and go stay with a friend for a few days. FAWN CAME BACK TO THE HOUSE THE NEXT DAY, BY HERSELF, TO PICK-UP BUNNY HAY + WOOD CHIPS, PERFECTLY CALM, WHICH SHE COULD HAVE PURCHASED FROM ANY PET SUPPLY STORE FOR \$15.00. I CALMLY HELPED HER CARRY IT TO THE CAR, ASSISTING WITH ANYTHING ELSE SHE WANTED TO TAKE. THERE WAS NO FRICTION BETWEEN US, HER MIND WAS OBVIOUSLY MADE UP, I UNDERSTOOD AND ACCEPTED IT. I HELPED FAWN AS MUCH AS POSSIBLE, FOR THE MONTHS TO COME, AS SHE SLOWLY MOVED.										
12. CLASSIFICATION <input checked="" type="checkbox"/> General Police <input type="checkbox"/> Traffic <input type="checkbox"/> Emergency <input type="checkbox"/> Crime <input type="checkbox"/> Special Activity <input type="checkbox"/> Technical Service			13. HOW RECEIVED <input type="checkbox"/> Phone <input type="checkbox"/> On-View <input type="checkbox"/> Walk-In <input checked="" type="checkbox"/> Radio		14. DISPOSITION <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Complete <input type="checkbox"/> See Inv. Report		15. OFFICER ASSIGNED 2265 - Dep. Warren P. Cagle		17. DATE PRINTED MO DAY YR 05 / 02 / 2018	
16. OFFICER SIGNATURE										

Wednesday, May 02, 2018

Page 2 of 2

Others Involved

Seq. # 1	Person Type: Other	Involvement: Husband of Complainant	Name: Fenton, Jeffery R				
Home Address: 1986 Sunnyside Drive, Brentwood, TN 37027						Home Phone Number:	
Social Security Number:		Driver's License Number:	State:	Date of Birth:	Age:	Race:	Sex:

FRBP Violated: #3:19-blk-02693

TENNESSEE: #M2019-02059-COA-R3-CV (MILCO: 48419B)

JRF:002:1597:00

587

Fawn Fenton
(615) 333-73... mobile



You are **WRONG** about my motives for selling the house and you are **WRONG** about me having evil and selfish intentions to increase or decrease the sale value. As usual, you are being a **dick** when I don't agree with everything you want, and you resort to insulting me and verbally attacking me to try to get your way.

Fawn Fenton (mobile) • Jan 30, 12:13 AM

You just called me a dick and accused me of verbally attacking you, in the same sentence.

Jan 30, 2:31 AM

588

Fawn Fenton
(615) 333-7377 • mobile

I want to get your drive data done and back yo you before my court response is due. Can i pick it up from you today so i can get the data transferring? Maybe at the hyatt, target, or the entrance to your apartments?

Oct 14, 2018



Oh hello
Sorry I haven't looked at phone in awhile
Ok yes, you can come to my apartment if you want.

Fawn Fenton (mobile) • Oct 14, 2018

Ok, what is the addrsss? I know i recorded with call with brendan, but i didn't write it down, since you didn't want me to have.

Still have it in encrypted conversaylons directory. But never wrote it down.

I was just looking for an altermative "MyBook" or something to let uou borrow. But they are slow as fuck, plus i'd need to move data off and reformeat first. So using your drive would be MUCH quicker!

Oct 14, 2018



Ok, you just have to promise not to linger... you can come in for a minute if you want, but then go without arguing. Ok?

Fawn Fenton (mobile) • Oct 14, 2018

Sure. Just let me visit with the kids for a moment, won't sat much to you. Just need to pickup drive, have ready for you in twp days.

I've never seen the place, i,m kida curious. I'm looking around the crawl space and freaking out at needing to fit all that inside a one bedroom apartment.

Oct 14, 2018



Ok. From OHB, turn right at Stone Brook Drive across from Panera/Target... go all the way up hill. Do not turn left on Fox Ridge drive... keep going up past that. The road dead-ends at the entry to the Brentwood Villas condos... turn left right before you go in there, to [REDACTED] apartments.

Fawn Fenton (mobile) • Oct 14, 2018

Hot a feeling will end up tenting a pickup for a week again and take a lot to the dump. Just no space... and i want one bedroom apartment to be comfortable, not clutter fucked.

Oct 14, 2018



I am the very first building closest to the entry driveway, Bldg A. Park anywhere, there's no assigned parking or anything. I am 102, down the first set of stairs closest to the end of the bldg.

589

Fawn Fenton (mobile) - Oct 14, 2018

Ok, in now a good time? Need to brush my teeth. Want me to bring Tweetie?

See, now I don't need to worry about you serving me anymore.

Do you want me to bring Tweetie food and trade pup pup for tweetie until tomorrow morning?

Now I can help drop off & swap.

Up to you.

Oct 14, 2018



No, I don't want to trade puppy.
You can bring tweetie if you want, of course.
Now is fine.

Fawn Fenton (mobile) - Oct 14, 2018

Ok, give me a minute to wrangle her into her diaper. She eats all healthy food now, hasn't had a sunflower seed since you left. She still seems to be balding a but on the top... probable needs mire fruit and veggies... haven't been shopping much lately. Give me a few and I'll head your way. Need anything?

Oct 14, 2018

11

590

Did you leave it... this little plant?? 🌱🌿🌳🌴🌵

Fawn Fenton (mobile) • Feb 4, 9:50 PM



Sorry I missed you! I was at the grocery store replenishing my junk food

Fawn Fenton (mobile) • Feb 4, 9:56 PM

Lol! I wasn't going to knock anyways. But I was a little afraid I had the wrong place... night time, raining, can't see.

So I drove back out your complex to make sure I was at the second entrance, then I looked up your address on my phone, and it said it was right. 🤔

I thought that maybe you were at an AA meeting....

Feb 4, 10:00 PM

I like the fact that the wind doesn't blow much down in that cubby. It is pretty easy to leave stuff without worrying what will happen.

I figured you would be inside and you would find in the morning... I tried to step quiet so not to alert puppy.

Feb 4, 10:02 PM

It says that it's a "money tree". I figured that was what we could use right about now!

Feb 4, 10:03 PM

AA meeting... Hahaha... No, came home from work and fell asleep until about 8:pm, then got up and went to storage to drop off some of the stuff I picked up from you yesterday, then went grocery shopping.



Yes that's funny! Money tree!

Fawn Fenton (mobile) • Feb 4, 10:03 PM

I almost got a little bonsai fern... but it didn't have any care instructions, so I was afraid you might kill it. It was pretty too though! So many choices!

Lol@

Feb 4, 10:04 PM

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[REDACTED]

From: Fawn Fenton <[REDACTED]>
Sent: Tuesday, May 21, 2019 1:40 PM
To: Jeff Fenton
Subject: Re: Gift
Attachments: 20190519_151808_resized.jpg
Categories: Yellow category

Yes, I emailed you earlier asking if it was you that left the bunny plant on my doorstep. You didn't see my email I guess. Thank you - it's very cute!

I am not getting rid of the concrete bunny boys... They have lived out there by my front door ever since I brought them here. I just like having something cute to see when I come home every day.

Today is Poey's 11th birthday!! Yay Super-Pooster!
I actually have been letting Poey be loose in the living room all the time lately... He never gets locked in his cage. (Even when I'm sleeping or not home... Poey has been good!) I use one of the white folding gates to contain Poey in a smaller area when it's Cute-cute's turn to come out and play; but when cute-cute goes back in his cage, Poey is set free again. 😊

(I experimented awhile with various forms of bunny freedom.... Cute-cute didn't seem to like it. He would pace around and be restless, and would get into mischief and make huge messes by tossing poo-boxes and throwing hay everywhere. Cute-cute just wants his shelf in the big cage.) Surprisingly, Poey is WAY less messy than Cute-cute! Cute-cute is a bratty menace, intentionally making messes to get attention!
👍👍👍

Sent from Samsung Galaxy smartphone.

----- Original message -----

From: Jeff Fenton [REDACTED]
Date: 5/21/19 11:38 (GMT-06:00)
To: Fawn Fenton <[REDACTED]> Fawn Fenton <[REDACTED]>
Subject: Gift

Hello!

Did you find your little gift outside your front door? Or did you walk right past it? (Or over it?)

I saw the concrete bunny boys out there, which I hope doesn't mean that you are getting rid of them.

Is everything ok?

Hope so.... your gift is eventually perishable....

Please let me know if baby bunny and poey are ok... and you and Sarah.

Gracias!



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EXHIBIT #5/#6

From: Ruth Stockell <ruth@rothschildbklaw.com>
Sent: Friday, June 14, 2019 2:53 PM
To: [REDACTED]
Subject: Rothschild & Ausbrooks appointment cancelled for Monday June 17th

CLERK OF COURT
2020 FEB 19 PM 1:11
FILED FOR ENTRY

Hello Mr. Fenton, we cancelled your appointment with our office for Monday, June 17th. It has been brought to my attention we currently represent your soon to be ex-wife. This would be a conflict of interest, therefore, you will need to secure representation from another attorney.

I apologize for any inconvenience.
Sincerely, Ruth

*Ruth Stockell
Rothschild & Ausbrooks, PLLC
1222 16th Ave. S
Suite 12
Nashville, TN 37212
Phone # 615-242-3996
Fax# 615-242-2003
ruth@rothschildbklaw.com*



Jeff Fenton

From: Fawn Fenton <[REDACTED]>
Sent: Sunday, June 16, 2019 4:49 PM
To: Jeff Fenton
Subject: RE: IRS Claim & Chapter 13 Bankruptcy (Where do we stand?)

Where did you get copies of my bk docs?

I have no obligation to communicate with you at all, but I'll clarify a few of your questions.

I've already had one hearing; the IRS objections have been taken care of, they're zeroed out. And no, I still have not heard anything about the 2017 tax returns.

For 2016, I filed as "married filing separately", which is why I came up owing the \$412 (because the single tax rate is so much higher than the married rate.) Since it wasn't that much, I decided to just pay it, in order to leave the returns for 2014 and 2015 with the IRS for you to use later (you will need to file your own 2016 return by next April) or it can be divided through the divorce.

In my bk filing, I've asked the judge to prevent BofA and BCS from foreclosing on the house for 6 months, to give me/us time to sell it. My lawyers (at R&A) have already negotiated this, and it should be confirmed at the July 15 hearing. It is unlikely I will even need to show up at the July 15 court date, because we hammered everything out at the June hearing.

I am not going to spend any time factfinding for you or giving you advice. You need to take care of yourself. I talked to over a dozen different lawyers in the last couple of months, trying to figure out how to move forward since I cannot reason with you.

From: Jeff Fenton [REDACTED]
Sent: Sunday, June 16, 2019 2:01 AM
To: Fawn Fenton (fawn[REDACTED]outlook.com) <fawn[REDACTED]outlook.com>; Fawn Fenton <[REDACTED]>
Subject: IRS Claim & Chapter 13 Bankruptcy (Where do we stand?)

You break my heart! You absolutely refuse to share anything with me.

Why was I never notified about the IRS claim for 2015, 2016, and 2017? I've been asking for weeks about our 2017 refund which never showed up, yet you told me that you hadn't heard anything from the IRS.

The Proof of Claim filed by the Internal Revenue Service contains estimates for 2015, 2016, and 2017 Form 1040 Taxes in the amount of \$15,910.36, including penalties and interest. The income transcripts for 2015, 2016, and 2017 Form 1040 tax return, attached hereto, have not been processed by the Internal Revenue Service and reflects a lesser amount owed for that year. The Debtor is owed refunds for 2015 and 2017 and has mailed a payment in the amount of \$412.00 to the IRS for 2016.

So I'm confused about a few things, which I'm hoping that you can clear up, without me needing to waste more money on legal help, just to understand:

- Did the \$412 you mailed the IRS for 2016, take into account the 2014 & 2015 refunds which they already held in their possession?

- Is there a 2016 return, by which you calculated this amount to mail them?
- Can you please send me a copy of all correspondences with the IRS, since they involve me too?
- Do we still need to complete a return for 2016, or is that no longer necessary?

Regarding the house, I understand that you included both BCS and BOA in your list of creditors, and that they both plan to come to your hearing, but I'm unclear if you are trying to forfeit the house or retain the house through your bankruptcy?

- Are the first and second mortgage payments current?
- Is there anything which I need to be concerned about here?

That was nice that you did not attribute any ownership interest in anything to me... as though I'm not a part owner in the house, ext... and providing no amount for supporting me or my household... and that you listed my gun safe, treadmill, and weight set as your assets. Somehow you left all your art out, but I was surprised to see you disclose most of your guns.

Mostly I'm not angry about this, I'm just confused... and heart broken, that all of this could happen and you never even bothered to mention it to me. That you think that little of me.

I won't try to use any of this against you, or interfere in any way. I'm just sad!

So after your confirmation hearing on 7/15/2019, are you expecting anything to change regarding our possession/ownership of our home? How long after than until you expect the final "discharge of indebtedness", so that I can file. Or don't you even receive a discharge since it is a Chapter 13? Can you please find out how long I need to wait until after your hearing date to file Chapter 7 myself, without putting our home or other marital assets at risk? (Until then, I will be piling up default judgment after default judgment, because it is pointless to fight each of these claims in court.)

I would really appreciate it if you could please answer that question for me. I can see that now even though I'm ready and wanting to file bankruptcy, that I can't until after yours is discharged, because it doesn't allow both spouses to file separately yet simultaneously. So I'm going to need to keep bobbing and weaving for at least another month.

I had the Sheriff's Department here again the other day... the same bald guy as before. I just received two letters from attorneys, one to notify me again about the BCS default judgment again, and another which I have not opened yet. I spent an entire day gathering documentation for Rothschild to file myself, before they realized the conflict of interest, since they are already representing you.

I just can't handle all this turmoil and instability. I need to have some foundation to stand upon, in order for me to proceed. Right now, I have nothing, more literally than ever in my life.

So can you please give me some clue of what to expect here? It may be detailed in the 100+ pages of legal forms attached, but it is all overwhelming to me. I can't waste any more time on all of this right now.

Me and my roommates need to know where we stand.

So after your BK, do you have a plan for the divorce? You've shown absolutely no interest in working together towards a fair MDA. Are you planning another legal ambush, or to let sleeping dogs lie for a bit, or ??? It really is self-defeating to keep me guessing all the time... in the dark.... Because you know that it is impossible for me to move forward and improve myself, when I have noting in life that I can count on. When I don't know when I'll be legally attached next. When I don't even know how long I'll have a home, before I will be forced into the street.

If I was sitting there with you and another professional which you have some respect for, you would answer reasonable questions like that from them, but for some reason, you absolutely refuse to answer them for me.

No-one in the world will benefit more than you (and me) once I'm vocationally rehabilitated, working full-time in an area of interest and opportunity, and financially independent again! So why won't you offer me the most basic elements of security, like simply INFORMATION, so that I can leave the house and work towards reaching those goals, instead of waiting for years to pass by, expecting me to "do the right thing", while you refuse to provide me with the one simple ingredient necessary, for me to ever do that? Some simple assurance of safety? Some cease fire? Some timeline? Some opportunity to advance, without needing you to provide my basic financial needs?

I hate this whole fucking roller-coaster ride... where you are my opponent, instead of my partner! It was never meant to be this way!

I'm SORRY! I don't know what I could have done differently to prevent this outcome! But I'm so, so sorry that our marriage has ended in the absolute worst way imaginable... with us both broke, with nothing to our names, with no retirement, with us both in bankruptcy.

How could this be worse?

I wish we would have had an asteroid fall on our home and kill us (or at least kill me), the day before I discovered your plans to divorce me.

JEFF FENTON
METICULOUS.TECH

(615) 837-1300 OFFICE
(615) 837-1301 MOBILE
(615) 837-1302 FAX

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A DIVISION OF METICULOUS MARKETING LLC

EXHIBIT #7

Jeff Fenton

From: Fawn Fenton <[REDACTED]>
Sent: Thursday, May 16, 2019 5:02 PM
To: Jeff Fenton
Subject: RE: Terminate \$500 Per Month - Partial Support - Keeping Utilities in Your Name for Now

2020 FEB 19 PM 1:11
FILED FOR ENTRY

Ok, I am good with keeping the utilities and not sending you checks for now.
Thanks.

From: Jeff Fenton [REDACTED]
Sent: Thursday, May 16, 2019 1:21 PM
To: Fawn Fenton ([REDACTED]) <[REDACTED]> Fawn Fenton <fawn.fenton@live.com>
Subject: Terminate \$500 Per Month - Partial Support - Keeping Utilities in Your Name for Now
Importance: High

Hey Fawn,

Since I haven't heard anything back about transferring the utilities, and if I go bk all my credit cards will be cancelled, even those which I've kept current, I think it is probably best for now, that we leave the SS utilities in your name, and you can just quit mailing me the \$250 checks for my expenses every two weeks.

I deposited the final check that I have yesterday anyway, and since this is a bit of a hassle to keep reminding you about, just save this money for now to meet your own financial short-fall, which if I understood you correctly, should completely cure your present negative cashflow.

I've been working on a million projects to make my roommates comfortable (they PEE a lot, so I need to TRY to fix the bonus room toilet), and to secure the house once I start some vocational training or job, which will be next on my list (unless 2016 taxes or bk, temporarily supersedes it).

My stuff is all in chaos now, after cleaning out both "junk rooms", and I still have that lawsuit with BCS to contend with... response due next week.

Anyhow, I primarily wanted to touch base about the money and utilities, since it is a slight deviation from what we previously spoke of. This should benefit you slightly though financially.

I will open a new Netflix account, and email you once I do, so that you can close your account if you are no longer using it.

That way I can setup a new profile for each roommate.

I also still need to deal with AT&T who has been charging me around \$95 per month for my cell service, since you ported out.

I also still need to increase my Comcast subscription, since we are exceeding the data cap, due to our three streaming TVs.

Anyhow, I hope that you are well.

JEFF FENTON
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(615) 837-1300 OFFICE
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The scanned version of this document represents an exact copy of the original as submitted to the Clerk's Office. The original has not been retained.

Vol 5

Appendix 13-5

TECHNICAL RECORD

NO. 48419B

COA NO. M2019-02059-COA-R3-CV

APPEALED FROM
CHANCERY COURT
AT FRANKLIN TENNESSEE
MICHAEL W. BINKLEY CHANCELLOR
ELAINE B. BEELER, CHANCERY COURT CLERK

FILED
JUN 15 2020
Clerk of the Appellate Courts
Rec'd By

IN THE CASE OF
FAWN ██████████ FENTON
VS.
JEFFREY RYAN FENTON

TO THE
APPEALS COURT
NASHVILLE TENNESSEE

VIRGINIA L. STORY
135 FOURTH AVE. SOUTH
FRANKLIN, TN 37064
ATTORNEY FOR APPELLEE

JEFFREY RYAN FENTON
17195 SILVER PARKWAY, #150
FENTON, MI 48430
PRO SE APPELLANT

FILED 31ST DAY OF MARCH 2020.

CHANCERY COURT
NO. 48419B

Sara B McKinney

CLERK
DEP. CLERK

EXHIBIT #8

Jeff Fenton

From: Jeff Fenton
Sent: Saturday, March 30, 2019 6:55 PM
To: Fawn Fenton ([REDACTED]) Fawn Fenton
Subject: RE: Thinking Through Potential Settlements
Importance: High

2020 FEB 19 PM 1:11
FILED FOR ENTRY

I forgot to mention it, but included in this idea, is that I would be responsible for all costs associated with my vocational rehabilitation, training, education, etc...

Thanks.

JEFF FENTON
METICULOUS.TECH
(615) 837-1300 OFFICE
(615) 837-1301 MOBILE
(615) 837-1302 FAX

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From: Jeff Fenton ([REDACTED])
Sent: Saturday, March 30, 2019 6:31 PM
To: Fawn Fenton ([REDACTED]) < [REDACTED] > Fawn Fenton < [REDACTED] >
Subject: Thinking Through Potential Settlements
Importance: High

Hello Fawn,

This isn't an official "offer" and is in no way a "contract" at this point, but I just want to "think out loud" and get your feedback.

Before we dedicate the next couple of years of our lives, to legally battling each other, please consider this idea and provide me with your feedback. I believe that this idea is more FAIR to all parties, put's an end within sight & reach, saves us both a ton in legal fees, and ends the struggle between us, so that we can both move forward in life.

By the time we accomplished anything in court, we would have been married for at least 14 years, so realistically, like it or not, we are looking at 7 years of alimony now, rather than 6.

Here is my IDEA:

- Rather than 7 years of alimony, we could reduce it to 4. (To help compensate you for your "equity", although you would never guarantee me \$30k or even \$20k for mine.)
- We would need to perpetually keep the existing mortgages, in your name, without refinancing them. Except for the second mortgage, when it is due, refinancing for the same amount. (Maybe we could convert this into an amortized second, maybe we would just roll it ever and keep it interest only, depending upon my financial

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condition at the time. We would not increase the amount of debt regardless, and it would need to remain financed in your name.)

- If we both agreed on this, AFTER we have a FULLY EXECUTED MDA, then you could quit paying me the \$500 per month (for a portion of my consumables), and I would assume all utility, maintenance, and improvement expenses for this property, EXCEPT for the electric, which you would continue to pay for a period of ONE YEAR, while I try to obtain some vocational training. (I should have roommates by then, along with a part-time job.)
- So for the FIRST year (AFTER THE MDA IS FULLY EXECUTED), you would be responsible for paying both mortgages (the property taxes and insurance, currently escrowed in with the first mortgage), plus the ELECTRIC. (SO I have some financial relief while obtaining some vocational training.)
- For the SECOND through FOURTH years, I would become responsible for the ELECTRIC bill, so all that you would be responsible for paying is both mortgage payments, including the escrowed property taxes and insurance. (However those bills fluctuate, with insurance and taxes, those bills would be yours for these THREE years.)
- At the end of the FOURTH year, you would be absolved of any further alimony payment, or financial support of me, of any kind. Yet you would still need to allow me to leave the house financed in your name, and refinance the second in your name (for the same amount or less) as each term expires, until either I'm dead, I default on my agreement to pay those mortgages, or those mortgages are fully paid off.
- Your name would remain jointly on the deed, so that in the event of my death or my default, you could claim possession of the house.
- If I determine that I cannot afford the home OR if I am LATE on the MORTGAGE PAYMENTS more than 3 times, then we shall each pay 50% of the "holding costs", while I continue to reside in the home (since I won't be able to afford paying half of the expenses PLUS pay for another place to live), while the home is cooperatively SOLD in an "as is" condition, with the two of us splitting ALL net proceeds 50/50, with only the realtor costs, mortgage payoffs, and closing costs being deducted before our 50/50 split. (No other loans, past mortgage payments, holding costs (since we will contribute equally), money owed to my mom, credit card debts, improvements, maintenance costs, or supplies can be deducted from our net sales price, prior to our 50/50 split. There is only ONE EXCEPTION: which is IF WE BOTH AGREE TO ANY "REPAIRS", requested or required by the BUYERS, as a condition of a sales contract, then that would be deducted from the net sales proceeds, PRIOR to our 50/50 split.
 - SO in this case, although INCONVENIENT, you would basically receive at least DOUBLE the compensation for YOUR EQUITY, because you will have reduced your alimony by three years, PLUS you will receive 50% of the net proceeds of the sale, at a time when most likely the home will be WORTH more than it is today, increasing your "share".
 - IF for any reason, I cannot even afford to pay my 50% of the holding costs, while residing at the property during the sale, then you shall be responsible for the entire holding costs. To compensate you for this additional expense, I must immediately vacate the property (while it is on the market), being financially responsible for my own lodging elsewhere. Then 50% of the holding costs which you pay (while the home is on the market), must be deducted and REPAYED TO YOU AT CLOSING, from my 50% Equity Portion of our net sales proceeds. (Fairly compensating you for any losses as a result of my financial inability to pay.)
- IF for any reason, I realize that I'm going to be late on the mortgage payment(s), then I must NOTIFY YOU at least THREE DAYS IN ADVANCE, so that you will have the opportunity to make that payment BEFORE it affects your credit. Then I must repay those funds to you within the next six months. IF I fail to do EITHER (notify you at least 3 days in advance or to repay you within the following six months), THEN THIS OFFENSE SHALL COUNT TOWARD ME AS TWO MISSED PAYMENTS (with only THREE allowed TOTAL within the entire duration of the mortgages).
- IF I am able and choose to refinance both mortgages, removing them from your name, then once completed, you shall immediately QUIT CLAIM and transfer all your ownership in the property to me, with no further monies or compensation due to you. (The same would happen if I am able to successfully pay them both off.)
- If I die before these mortgages are BOTH removed from your name, or before I pay them both off in your name, then you shall become the SOLE OWNER OF THE PROPERTY, owing NO ONE other than the bank, in exchange for assuming financial responsibility for paying off the mortgage(s). At no time shall the amount of these mortgages be increased, or shall any other mortgages or liens be placed against the property, so you are guaranteed for this to be an extremely advantageous financial gain, if this occurs.

- You would be responsible for paying for a non-contested divorce, including the cost to have the MDA drawn up, with an unbiased third-party attorney or similar provider.
- The income tax scenario would be as previously discussed, with you solely benefiting from any past monies refunded, while also assuming financial responsibility for any monies due.
- I would continue to have insurance through your firm through the remainder of 2019, after which you would no longer have any financial obligations to me regarding health insurance, counseling, psychiatry, medications, my mental and physical challenges, or any other way related to my personal health.

I think this could offer the framework which would **GIVE ME A CHANCE** to get on my own two feet, without losing everything that I've ever work for in my life. Whether or not I can actually **DO** that, remains to be seen. But a realistic **CHANCE**, without a drop-dead date (provided that I meet all my obligations), is all that I ask for. I believe that this would also **GIVE YOU** what **YOU WANT THE MOST**, with a significantly shortened alimony period, knowing that for you, that is your greatest concern. I know that it does not address your current credit card debts, nor does it address mine, but this would need to be done in a fashion where the court does not get involved in either, otherwise I can never make this work. I'm hoping that by facilitating a non-contested divorce, that we can leave the issue of personal debts out of the matter, with us each being responsible for our own. You have done more research on the matter, and have had the benefit of full legal representation in our past tussle, so you can probably answer that question better than I. If not, then I'd be equally willing to do a legal separation, with a fully executed MDA, if that makes any difference regarding the court's involvement in our personal unsecured debts. **Please share with me what you know about this challenge, and if what I'm presenting is even legally plausible.**

Furthermore, please let me know your thoughts concerning this entire idea/concept. I think it would save us both a fortune in legal fees, quit devaluing our property with debt, end the constant strife between us, which is toxic for both of our health, and provide us both with a solid foundation from which we can **REBUILD** our lives, the best that we can!

There is no resolution for divorce, especially **OUR DIVORCE**, seeing as how we were financially postured immediately preceding, which won't **SUCK** and **HURT** us **BOTH**. Based upon what Sandy said was "**FAIR**", and what I've learned from other parties, this is the best "middle-ground" which I can conceive of, that allows me to **MOVE-ON** with life, before I'll realistically be **TOO OLD** and **TOO INDEBT** to even want to try. As it stands, **REBUILDING** will be the greatest challenge of my life! The cards are still stacked against me! No-one who knows me, yourself included, would "assume" that I could succeed in this pursuit as proposed. **Yet I believe that it GIVES ME A CHANCE**, and if we can do that before blowing things up worse, then I'd rather give it **MY BEST SHOT**, rather than wasting the next three years of my life, fighting with you in court, to lose everything financially and walk away with only the satisfaction of having "won" or "beaten" you. For me, there is no real satisfaction in hurting someone that I love. Yet regretfully, I am totally backed into a corner right now, and I don't believe that either of us can see a clear way out, which doesn't end in one or both of our destruction. I don't want either. I just want a **FAIR CHANCE TO SUCCEED** without losing **EVERYTHING** that I've **WORKED FOR** in **LIFE!**

That which **YOU'VE WORKED FOR** over the past decade, **YOUR CARRIER**, will continue to benefit you for the **REST OF YOUR LIFE**. Please likewise, allow me to **BENEFIT** from, some portion of what **I'VE WORKED FOR**, over the past decade.

Thanks for taking the time to read this, and please let me know your thoughts.

I continue to pray for us both, and our family. Not that we get back together, but that God's hand will lead each of us. I hope that you will do likewise. This is a very difficult juncture for us all! Even if you agree to what I have suggested here, the emotional loss for me has almost been unbearable!

God bless you, my puppy, and our bunnies! I've watched you change on Facebook, growing more distant from me. I shall forever love and miss you all!

JEFF FENTON

EXHIBIT #9

Jeff Fenton

From: Fawn Fenton <[REDACTED]>
Sent: Friday, January 11, 2019 4:00 PM
To: Jeff Fenton
Subject: RE: You Keeping the House? If I Accept Less Alimony? Are you INTERESTED?

2020 FEB 19 PM 1:11
FILED FOR ENTRY

Let me work on this some more. I'll call BCS and maybe a couple other banks to find out about what the terms would be to re-fi the second only.
I'll try to get back to you next week some time.
(Meanwhile, keep packing! Or if you need a packing break, work on taxes. Hehehehe.)

From: Jeff Fenton [REDACTED]
Sent: Friday, January 11, 2019 3:39 AM
To: Fawn Fenton <fawn.[REDACTED]outlook.com>
Subject: Re: You Keeping the House? If I Accept Less Alimony? Are you INTERESTED?

This makes me HAPPY!

Here is what I recommend:

Leave the first mortgage alone, it's not worth the higher interest rates or the additional term to refinance it. (You want to retire someday!)

Refinance your second, either with AI, as he suggested before, or a different lender (with AI you can probably get more money at more favorable terms, but have him register it as a legal second mortgage, so that you can write off the interest as mortgage interest on your taxes, if he is ok with that.)

Set it up as a 30 year amortized second mortgage (if possible), you can always pay it ahead later if you have the cash flow, to shorten it.

Refinance the second for as much as you can get, and you can apply everything over the amount of your existing second, to your credit cards. If you do this, and don't change your first, (since I believe this is best for you long term), you can skip paying me anything for my equity up front, until the undetermined end when you sell the house, or after the mortgages are both paid off, you could make installments (whatever you can afford) until a set amount is reached (if I die first, or at anytime, then you owe me nothing for alimony or equity, just make sure that I didn't die owing my mom any money...) which might be \$5k or less. Square that up, and I'm a happy dead person! Nothing more owed!

Or you could just add two more years to my alimony, making it eight years at the \$1,750 per month and I'll leave it here as it sits, minus my guns, computers, personal effects, and tools... you can keep all the furniture you want except my bed and Tweetie stuff.

I'll sign a quit claim either way.

If that still won't cash flow for you, I'd rather that you pay me less each month in alimony than refi the first (like \$1,600 or \$1,500 per month), but compensate me for the difference by increasing the duration, so that I receive the same amount in the end. (No interest necessary.)

If you still really want to refi the first, I'll work with you any way you want. Whatever makes it work for you, but I really prefer that you leave the first alone.

If you can figure out how (technically), along with the tax implications for both of us, and makeup the difference to me (If I am taxed at a higher rate than with alimony), then you could call the alimony a third mortgage, if that helped you write-off more from your taxes. (As long as in the end I am compensated the same, I don't care what we call it or how we structure it.) If you are ever questioned, you could just say that you are repaying me for my cash and labor in our home, instead of calling it alimony or spousal support.

Since I will remain in a lower tax bracket regardless... this might actually benefit us both tax wise. If I'm required to pay income taxes on "alimony" (which I don't know, it seems like double taxation if they tax you on it first) but not required to declare the principal portion of a loan being repaid, and if I only must declare "interest" as income for tax purposes. (You'd need to figure all that out, or ask Al, he may know.)

You could work backwards to figure everything out: so say that you are paying me \$1,750 for 8 years... 6 for my alimony, the final two for my equity as it sits, then the total amount of those payments is: \$168,000. (You don't need to really pay me any interest for this scenario, I only use the term to express the portion which you could payoff.)

So working backwards with an amortization calculator, figure at 15% interest for the best tax write-off for you, plus third mortgages typically are much higher risk and higher interest rates (few if any banks do them anymore, but I had one years ago.)

So using a reverse loan calculator (I'll email a link from my computer, I'm on my phone), if I'm doing this correctly, with a monthly payment of \$1,750, at an interest rate of 15%, for a term of 8 years, with no deposit: that backs out to a principal loan amount of \$97,518.00. Which means that the remainder of the \$168,000 = \$70,482 you could declare as mortgage interest over the 8 years, either amortized (which would have you paying more interest in the beginning and less at the end, which would work well on my end probably. because I plan to make less (if anything) in the beginning, and hopefully more towards the end).

You could also pay it as simple interest if you prefer, which would be an additional \$8,810.25 per year in interest which you could write-off your income for each of the eight years.

Now lets say that you can only afford payments of \$1,500 per month, to cashflow (keep your first, refi second. Turn alimony into third.)

So \$168,000 divided by \$1,500 per month, equals a term of 112 months which is 9.3333 years (instead of 96 months, which was 8 years before).

So using the reverse loan calculator (this is a rough number, because this particular calculator only accepts whole years, so it won't accept 9.3333 years, it will only accept 9 or 10, so I used 9. So there would need to be a tiny adjustment to this, but it should give us a good idea.

Monthly Payment: \$1,500
Interest Rate: 15%
Term of Loan: 9 years
Deposit: \$0
Loan Amount: \$88,629.76
\$168,000 Total - \$88,629.76 Principal = \$79,370.24 in Interest, which could again be amortized, or simple interest at \$8,819 per year in additional mortgage interest which you could write-off on your taxes, for 9 years.

That way you'd owe me nothing up front, and nothing at the end.

... 665

That idea might workout pretty well for you, but you'd need to do the research and make sure that you can still write-off third mortgage interest, and the tax implications for both of us. That sounds like a good idea to me though! Run it by your dad or Al.

If you don't like any of these options, ~~the answer is YES to all your questions below~~. I'll work with you on this any way which allows me to survive, while helping you keep this home.

I just ask that you please be fair with me and help me to get approximately the same amount in the end. No interest necessary.

Don't be afraid to propose anything, which would really help this make sense for you! I by FAR prefer this than us selling the place, dealing with all the time, risk, lost value, and killing you with taxes for the next decade!

I want you to be HAPPY and be REWARDED for making lots of money! Not just rewarding Uncle Sam!

I told Todd that any time Uncle Sam is getting paid more than ME, that somewhere money is being thrown directly into the trash!

There are very few things which I'll say "NO" to about this, so please figure out what you need to make this work! (Not just in the short term by refinancing your first at higher rates for a longer term, but which will BENEFIT YOU the most in the LONG term!)

Remember, you can always temporarily get a roommate to help close any temporary financial gaps, or simply to get ahead quicker!

And your pony gets to live in a GARAGE again!!!

Please let me know as soon as you decide, so I don't remove anything that you might want to keep, like the alarm, safe, or dehumidifier, etc... It is all included at that price, if you want them, while they are still here and installed.

That would change how I leave the network too, because I would leave you a much more bad ass setup!

It would sure make my packing a LOT easier!!!

I hope you can find a way to say YES! I know in my heart that you can, and everything will work out so much more prosperously for you in the end!

Of course I can't force you, or we would have gotten past this months ago, but I REALLY WANT THIS FOR YOU!!!

I don't want to feel like the guy who fucked-up your life! Especially when I KNOW that with the right choices you can still PROSPER!!!

The reality is, like it or not, you simply make too much money not to have some tax write-offs, and not enough money to dig yourself out for a long time, once this opportunity passes!

This house started as YOUR DREAM! LET IT END THAT WAY TOO!!! FOR YOU AND PUP PUP, AND ALL YOUR FUTURE GUESTS!

I told Rito yesterday, that your mom used to complain all the time, but now when she visits, she must sleep on your couch, between two bunny cages which smell like piss!

- 606

I told him that as much as your mom deserves that, it just breaks my heart for YOU!!!

I know how important it is to you to be ABLE to comfortably host your family!

PLUS pup pup is tired of that damn apartment living!!!

Anything I can do to help make this a reality for you, please at least ask!

 Jeff

Sent via the Samsung Galaxy, an AT&T 4G LTE smartphone

Jeff Fenton

From: Fawn Fenton <[REDACTED]>
Sent: Thursday, January 10, 2019 6:09 PM
To: Jeff Fenton
Subject: RE: You Keeping the House? If I Accept Less Alimony? Are you INTERESTED?

I am still struggling with this, trying to figure out if I could keep the house...

Based on our refinance conversation with Brendan, I am estimating the following scenario:

Assumed House Value: \$425,000.00
LTV allowed: 80%
Int. Rate: 5.500%
Months: 360
Max. Loan Possible: \$340,000.00
Roll in Closing Costs: \$6,500.00
Max Mortgage: \$333,500.00
Monthly Payment Estimate:
 Principal: \$372.15
 Interest: \$1,558.33
 T&I Escrow: \$424.71
Total Monthly Pmt: \$2,355.19

Current 1st Mort: \$242,187.00
Current 2nd Mort: \$55,500.00
Total to Pay Off: \$297,687.00
New Mort Available: \$333,500.00
Max Cash Out Left: \$35,813.00

Questions:

- With \$35,800 total cash out from the new mortgage, how would you want to distribute this? Split it 50/50 between us? (\$17,900 each?)
- Would you be willing to quit-claim the house to me in full?
- If/when I sell the house in the future (who knows how many years down the road), we could agree that you get a pre-determined lump sum payment out of the proceeds, but you'd have to wait for an undetermined amount of time for that to happen...?
- And of course, none of this could happen until taxes are caught up...

Your feedback?

From: Jeff Fenton <[REDACTED]>
Sent: Tuesday, December 11, 2018 1:03 PM
To: Fawn Fenton <[REDACTED]> <[REDACTED]> Fawn Fenton <[REDACTED]>
Cc: Fawn Fenton (ffenton@adkissonarchitects.com) <ffenton@adkissonarchitects.com>
Subject: You Keeping the House? If I Accept Less Alimony? Are you INTERESTED?
Importance: High

Fawn,

I don't have everything in front of me, but I thought that once upon a time, you had said that you could afford to keep the house, if I would agree to accept the reduced amount of alimony, of only \$1,600 per month.

Is that accurate, or still the case?

Because if so, with where we stand currently at \$1,750 per month, \$1,600 per month would only be \$150 less per month (before we were talking about \$2k or 2.1k per month in alimony, so it was a greater difference).

Anyhow, IF this is still the case, and we are only talking about me accepting \$150 less per month, I'd probably be agreeable with that, IF this is something that you are still interested in. I would need to know soon though, as that would drastically change my plans.

IF you decide to do that, I'd probably leave you a lot more furniture. If you don't decide to do that, but if you prefer to stay with your apartment and let this home go, then I'd like to know how much value you think it has leaving ANY of the furniture here for staging, because I'm considering canceling my storage area, seeing if I can get a \$1,000 refunded, and just renting one huge U-Haul and taking everything to Michigan in one trip. Getting storage there if needed, and not needing to drive over the Cincinnati bridge 8 times within the next year. That way, Don would probably fly down, help me load the truck, and take it all in one trip. After measuring the Red Sofa, I think that I could fit that through a 32" door at my mom's too. Plus IF we go this route, I would take the tan furniture too, unless you have some plans for it, to just give to family, etc... (Jenny could sure use a couch, if I remember correctly, though her monsters would destroy it.) Unless you want it for other plans. If you want to trade for that big chair, or even if you want to put that big chair in storage, or the other end table, or anything else in the front room, you could do so, that way you'd have it later. But I'm considering just making one massive trip, and I would like to get your feedback about how that would affect the showing value of the home, being bare, instead of looking half lived in, with old wedding photos on the wall of a marriage that obviously failed, etc... (The photos and art in my bedroom, I don't want.)

Also, if you wanted to pay to have the wood floors refinished to prep the house for sale, or anything that you decide to pay to prep the house for sale, or repair expenses which you agree to, I'm willing to let come out of the sale proceeds BEFORE our split. I'm not agreeable to mortgage payments, utilities, or regular holding costs coming out, but work done to prep and sell the house, I am agreeable with splitting with you, out of the proceeds.

I don't believe that we could get the wood floors adequately refinished as long as the furniture is in there. I think that would probably cost less than \$2k (which we would split in the end), and I think that would significantly help your sales price, along with some other minor touchups, which I could do, or you could hire someone else to do, and I'd split that with you also, from the sale proceeds.

Anyhow, IF you kept the house, that would be worth the \$150 per month loss to me, in alimony, and I'd leave most, if not all of that furniture here. But if you would still prefer to sell the house and stay in your apartment, then I'd like your feedback on me taking all the furniture (except the bonus room pool table, ping pong table, and couch) in one trip, just to get it over with, and to have my stuff in storage locally instead of in another state, in case I need something out of storage.

I'm thinking that if I do things as I'm currently planning, in reality it will end up costing me twice as much to rent U-hauls to make multiple trips, plus gas prices (plus the drive in winter weather, and trips over that fucking bridge).

Anyhow, all just thoughts for the moment, but I'd really like your feedback, so I can figure out what the heck I'm doing, before I start moving anything to storage, which was supposed to be NOW or tomorrow, so the quicker you can reply, the better.

There is no sense in taking anything to storage, if I'm going to try to get a partial refund from them, and take it all to Michigan in one trip, plus I'd have no need for your snake cages in Michigan. I could build a skid there, if so needed.

Please let me know your thoughts ASAP.

Thanks!

JEFF FENTON
METICULOUS.TECH

(615) 837-1300 OFFICE
(615) 837-1301 MOBILE
(615) 837-1302 FAX

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A DIVISION OF METICULOUS MARKETING LLC

EXHIBIT #1C

Jeff Fenton

From: (615) [REDACTED] <16158371301.1615333737[REDACTED]km4F34MBb9@bt.voice.google.com>
Sent: Saturday, January 5, 2019 2:53 PM
To: 837.1301@gmail.com
Subject: New text message from [REDACTED]

2020 FEB 19 PM 1:11
FILED FOR ENTRY _____



I am NEVER trying to screw you over. You are paranoid.

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To edit your email preferences for text messages, go to the [email notification settings](#) in your account.

Google

Google LLC
1600 Amphitheatre Pkwy
Mountain View CA 94043 USA

Jeff Fenton

From: (615) [REDACTED] <16158371301.1615333737[REDACTED]m4F34MBb9@txt.voice.google.com>
Sent: Sunday, January 6, 2019 5:45 AM
To: 837.1301@gmail.com
Subject: New text message from (615) [REDACTED]



What happened? Why did you suddenly decide I am trying to get out of paying your alimony? (Which isn't true, I have always intended to pay you as we discussed.) Your mood swings are so weird. I thought, based upon our emails, that we were not going to harrass each other with legal contracts. As I said, the terms of your alimony will be immortalized in the final divorce filing, which we will do after the house sells. I don't understand why you are suddenly freaking out for no reason.

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To edit your email preferences for text messages, go to the [email notification settings](#) in your account.

Google

Google LLC
1600 Amphitheatre Pkwy
Mountain View CA 94043 USA

Jeff Fenton

From: (615) [REDACTED] <16158371301.1615333737[REDACTED]km4F34MBb9@txt.voice.google.com>
Sent: Tuesday, January 8, 2019 12:16 AM
To: 837.1301@gmail.com
Subject: New text message from (615) [REDACTED]



I don't know wtf you're talking about, "legal battle". I am not wanting anything to do with lawyers, I can't afford any more, it's a waste of time and money. Regarding leaving a few cameras and wireless etc, I guess that's fine, I don't see why not.

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To edit your email preferences for text messages, go to the [email notification settings](#) in your account.



Google LLC
1600 Amphitheatre Pkwy
Mountain View CA 94043 USA

EXHIBIT #1

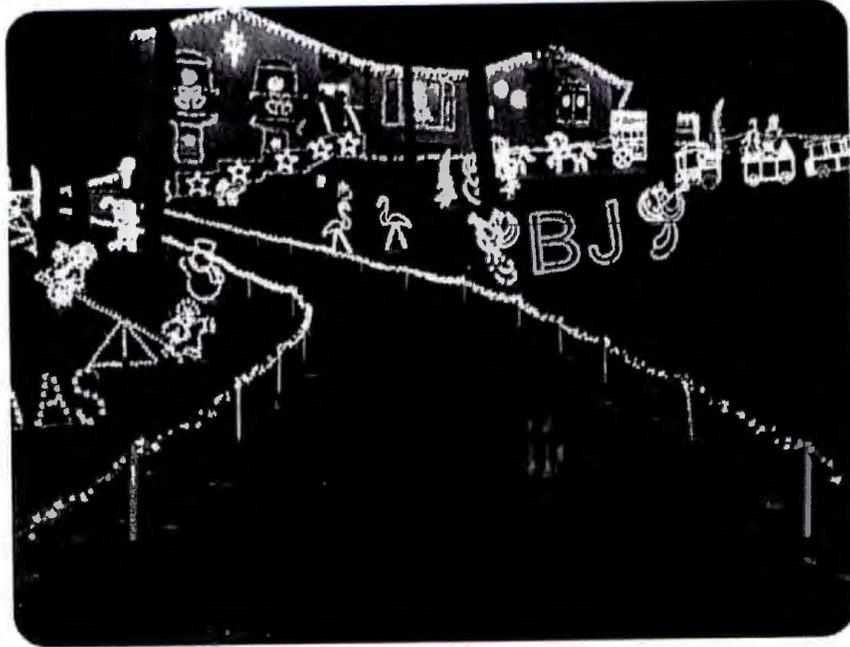
Fawn Fenton
615: 333-7577 • mobile



Love puppy!!

Fawn Fenton (mobile) • Dec 24, 2019

2020 FEB 19 PM 1:13



Saying goodbye to the end of an era.



Dec 25, 2018



Merry Christmas to you and Pup pup and Tweetle!

Fawn Fenton (mobile) • Dec 25, 2018

Thank you. Likewise my old friend!

Dec 25, 2018

The invitation remains open for you to attend a counselling session or two with Terry, at my expense, solely so that you can understand my condition better.

- 614

I would need a week or so notice, so I could sign the authorizations and get Terry's approval. If you are interested, PLEASE let me know ASAP, as you know I won't be here much longer. And once I'm gone, I'm gone!

But it is worth my money and time, to do a couple of sessions, with you, with absolutely no desire to divert our course to sell our home, for me to move out of state, or our plans to get divorced immediately thereafter.

For the SOLE purpose of salvaging some portion of our previous FRIENDSHIP, if it is WORTH a couple hours of YOUR TIME, and some open minded discussion, with nothing to "win" or "lose" for either of us.

I honestly am not sure what Terry might or might not say. But it is WORTH it to me to invest MY TIME and money to find out, IF you will agree!???

Please let me know!

Dec 30, 2018

Yes, I absolutely would like to attend a couple of counseling sessions with you and Terry. Let me know when I should be there!

Fawn Fenton (mobile) · Dec 31, 2018

Ok, great! (RE: meeting with Terry and I.)

My next appointment with Terry is on Jan 8th, when I can discuss it with him, sign any temporary disclosures, and make sure that he is agreeable.

So we are probably looking at the following week, but he may be able to get us in sooner. His office has moved to Maryland Farms, where he shares an office with another counselor, so they split the week up. Terry works 2.5 or 3 days per week, something like that, so his availability is more challenging now.

But I will definitely try to book that and let you know when!

Thanks!

FYI... I'm going to authorize him to disclose and explain anything to you regarding my mental health, discuss any potential concerns, and answer any of your questions, without holding back, during our appointments together only. Afterwards, he will not be allowed to even acknowledge if I am still a patient, as I will resume complete confidentiality with him. During our scheduled appointments together, I will request and authorize that he be brutally honest with you, about anything you want to know.

I can't promise that he will agree to meet with us both. I know when early on I asked him about doing "marriage counseling" with us both, Terry said that he'd need to think about that to determine if he is comfortable with it. He is a very ethical person, so he won't do anything he feels may compromise his personal or professional ethics.

Obviously we're not going for "marriage counseling" now, but rather primarily to

615

explain to you what my diagnoses are, what that means in my case in particular, and answer any questions or concerns which you might have.

The point is NOT to 'work out' any issues between us, to determine who was 'wrong' or 'right' about ANYTHING, but rather to define and explain from his personal and professional experience, who and what I am, and the real challenges that my mental health poses to me and to those around me, for the years to come. Especially, at my request, to address any concerns you have about my condition including me being "delusional", as seen to date, as expressed in your experiences, or what he realistically expects to be in my future.

He might meet with us once, but if he feels like it is a "pissing contest" or is otherwise unproductive, he may not agree to meet with us a second time together. (Just FYI... he is really NOT into "pissing contests".)

I will try to schedule this when we meet and talk, and let you know if he is agreeable (which I think u

I will try to schedule this when we meet and talk, and let you know if he is agreeable (which I think under the circumstances he will be, as long as we come in with an open and teachable posture, ready to listen and calmly share and question, rather than a combative agenda), and when Terry is available to meet with us.

I expect that the conversation will primarily be between you and Terry, about me. I just want to be there to witness that which is said about me (both ways), to make sure that I don't feel falsely accused, and to learn what I can from the experience, from both you and Terry. (I have not asked him some of these direct questions... since I BELIEVE that I already know the answers, but I am absolutely open and willing to hear Terry's answers to your concerns.)

So thank you, I will definitely take you up on that, and try to schedule it as soon as possible.

Please confirm if what I just described is what you expected and hope for in our time with Terry, and advise me if I missed any goal or objective of our time together with him.

Thanks!

Dec 31, 2018

Yes that all sounds fine about meeting with Terry. However he wants to handle it. I am wanting to hear his perspective. Definitely no arguing if at all possible, and I wouldn't blame him for cutting it off if there was arguing.

I have ACE from 3-5:00 pm on Tuesday Jan 14, but so far that's the only non-negotiable thing on my calendar coming up. So just let me know date/time whenever you find out.

Fa in Fenton - mobile | Dec 31, 2018

Ok, sounds good! Thanks! I'll let you know as soon as I know

616

Happy New Year!

God, I pray it will be better than 2018!

Dec 31, 2019

--- 617

EXHIBIT #12

Fawn Fenton
615-334-2877 • fawnt@b...

Thanks!

I was just reading about the 2018 tax code... 2020 FEB 19 PM 1:12

Have you figured out the income tax ramifications of having no mortgage interest deduction (because you will live in an apartment), plus no spousal dependant (another lost \$12k write-off), plus not being able to write-off the alimony you pay me, combined with the new 2018 tax laws? (Not to mention the loss of the "business in home" and other MM write-offs)?

Seriously, I'm concerned for how you have and continue to set yourself-up for your future.

It looks to me, like you will have double the taxable income that you previously had, which won't likely change for 5-10 years, until you can afford to purchase another condo and complete paying my alimony.

Have you really ran the numbers on all of this and considered for a moment if maybe there is some way for you to mitigate your tax losses?

It looks to me like you have created and are walking into the worst possible scenario tax wise, which will largely defeat much of the vocational success you've reached in recent years.

Am I missing something, misreading something, not understanding anything correctly? Have you discussed options with a CPA or even your brother, or someone with an MBA, or at least a tax professional?

I hate to see you screw yourself, especially to solely benefit Uncle Sam.

Is there no better way of doing this?

Dec 12, 2018



Correct, my tax situation is going to suck for a very long time.

Fawn Fenton (mobile) • Dec 22, 2018

Is there nothing we can do h

To help that?

Dec 22, 2018



Not that I know of

Fawn Fenton (mobile) • Dec 22, 2018

Have you talked to your brother about it or asked an accountant?

Dec 22, 2018

618



Yes I've talked to mark and my dad. No haven't talked to an accountant. 90k gross - 31k taxes - 21k alimony = 38k net. Plus or minus.

Fawn Fenton (mobile) · Dec 22, 2018

Didn't your dad or Mark have any suggestions to bring down those insane taxes?

Dec 22, 2018



Nope. This is why I cannot afford to keep house, and need sale to help pay down debts.

Fawn Fenton (mobile) · Dec 22, 2018

Yet the house would save you how much in taxes?

Debts are all from this year... how did we fall so far so fast?

Dec 22, 2018



Someday when alimony is done, I can get a job making only \$49k gross and have same net of +/- \$38k

Fawn Fenton (mobile) · Dec 22, 2018

That is crazy... their must be a smarter way to spend all that you've worked for?

So back to the house, how much does the mortgage interest take off your taxes?

Your dad and Mark didn't have any suggestions to help you pay less in taxes?

Hello?

If you kept house, you would have a massive tax write-off, plus if you got one female roommate, you would be earning equity, have money to slowly

Dec 22, 2018



Mortgage Interest is about \$12k.

Fawn Fenton (mobile) · Dec 22, 2018

619

EXHIBIT #13

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

2018 NOV 21 PM 2:12

FAWN ██████████ FENTON,
Plaintiff/Wife,

vs.

JEFFREY RYAN FENTON,
Defendant/Husband,

FILED FOR ENTRY _____
47426
Docket: _____

COPY

FILED FOR ENTRY
2020 FEB 19 PM 1:15
CLERK OF COURT

NOTICE OF VOLUNTARY NON-SUIT

Comes now the Defendant/Husband, Jeffrey Ryan Fenton, and would hereby give notice that he will be voluntarily non-suiting his previously filed Counter-Complaint for Divorce, which was filed on the 30th day of October, 2018, under docket number 47426.

Respectfully Submitted,


Jeffrey Ryan Fenton, pro se
1986 Sunny Side Drive
Brentwood, TN 37027
Phone: (615) 837-1300

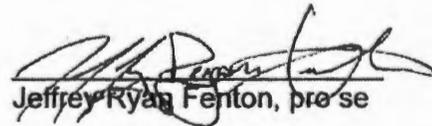
620

CERTIFICATE OF SERVICE

I do hereby certify that I have served a true and exact copy of the foregoing document, via USPS, this the 21st day of November, 2018, to the following:

W. Edward Porter IV
222 Second Avenue North
Suite 210
Nashville, TN 37201

Fawn [REDACTED] Fenton
[REDACTED]
Brentwood, TN 37027


Jeffrey Ryan Fenton, pro se

- 621

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

FILED
WILLIAMSON COUNTY
CLERK & MASTER
2018 NOV 21 PM 2:11

FAWN [REDACTED] FENTON,
Plaintiff/Wife,

vs.

JEFFREY RYAN FENTON,
Defendant/Husband,

Docket: **COPY**
FILED FOR ENTRY
47426

ORDER OF VOLUNTARY NON-SUIT

It appearing to the Court, as evidenced by the signature of Defendant/Husband below that a Notice of Voluntary Non-Suit has been filed in the above styled cause of action.

It is accordingly **ORDERED, ADJUDGED and DECREED** that the Counter-Compliant for Divorce filed by the Defendant/Husband, Jeffrey Ryan Fenton, is hereby voluntarily non-suited without prejudice.

It is further **ORDERED** that the Defendant/Husband shall pay all Court Costs associated with said cause of action for which execution shall issue if necessary.

Entered this the _____ day of _____, 2018

HONORABLE JUDGE MARTIN

622

APPROVED FOR ENTRY:


JEFFREY RYAN FENTON, pro se
1986 Sunny Side Drive
Brentwood, TN 37027
(615) 837-1300

CERTIFICATE OF SERVICE

I do hereby certify that I have served a true and exact copy of the foregoing document, via USPS, this the 21st day of November, 2018, to the following:

W. Edward Porter IV
222 Second Avenue North
Suite 210
Nashville, TN 37201

Fawn [REDACTED] Fenton
[REDACTED]
Brentwood, TN 37027


Jeffrey Ryan Fenton, pro se

623

EXHIBIT #14

Jeff Fenton

From: Jeff Fenton
Sent: Sunday, November 11, 2018 4:55 PM
To: Fawn Fenton; Fawn Fenton
Subject: House Sale

2020 FEB 19 PM 1:1
FILED FOR ENTRY

Hello Fawn,

I'm trying to figure out my financial expectations from selling our house.

So what price range do you expect our house to sell in?

Please provide me with a:

- High
- Middle (most likely)
- Low (worst case scenario)

Also, IF our house does not sell by the time your lease is up, would you be willing to move into the house until it sells? To save money, so you can afford to pay me some alimony?

We've already agreed on \$500 per month from now until you sell the house, then on \$1,750 per month for the next 6 years after.

I understand that you can't afford to pay me more than \$500 per month while paying both the mortgage here and your apartment. But please understand that I can't live on \$500 per month and have been needing to borrow money from my family just to barely make ends meet; to buy my meds, to keep attending counseling, which I can't do forever.

I understand that you hope the home will quickly sell, but if for any reason that is not true, I'd like to have a contingency plan.

So I'm wondering, as a backup, IF the house doesn't sell by the time that your initial 14-month lease is up, if you are willing to let your apartment go and move into the house to live while you continue to try to sell it on the market?

I was thinking, that IF you are willing to do that, then you could pay me alimony as follows:

\$500 per month until the house sells or until your current lease is up, whichever comes first. (Doesn't count towards term of alimony.)

\$1,500 per month, IF the house doesn't sell by the time your lease is up, between the expiration date of your lease and when the house sells. (This time WOULD count toward your 6 years of alimony.)

1,750 per month after the house sells, for 6 years, or the remainder of the 6 years: if your lease expired, you moved back into the house, while keeping it listed for sale, while paying me \$1,500 per month in alimony.

Basically, I can't afford to do any vocational training or anything else on \$500 per month. (I couldn't even afford food and gas back and forth to school). So the only thing I hope to get done from the time I leave here until the house is sold. Is try to catch up on our bookkeeping and back taxes. As well as visit family and friends.

But I don't want to put my whole life on hold, and there are no decent \$15 per hour jobs back in MI, so that isn't even an option, and I can't even consider staying with anyone other than family and friends for FREE.

So in the unfortunate event this house takes a year to sell, like it did last time, I'd like a contingency plan that at least allows me to begin my vocational training, before I wear out my welcome staying with family and friends.

I understand you love your apartment and would hate to lose it, but it makes no sense for you to have two homes here while I am homeless mooching off family and friends in MI.

So as a "contingency plan" are you willing to do this, or should I just plan on moving back in, if the sale goes long, and deal with whatever consequences that has? (Me still in bed at 2pm, in my underwear, with my bird, gun on headboard, as a realtor tries to show the place? Not an attractive thought, especially concerning my paranoia level with no alarm or surveillance system.) Or I could come stay with you, in your apartment, if you prefer? (Y)

I'm trying to do you a solid by getting out of here for six months or so, as you try to sell this place, while providing me with no place to live... but I can only do that for so long.

What are your thoughts on this matter?

Thanks.
Jeff

Sent via the Samsung Galaxy, an AT&T 4G LTE smartphone

(COPY)

EXHIBIT #15

**IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN**

2020 FEB 19 PM 1:13

FAWN [REDACTED] FENTON,
Plaintiff/Wife,

FILED FOR ENTRY _____

vs.

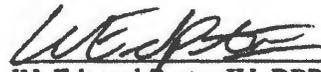
Docket: 47426

JEFFREY RYAN FENTON,
Defendant/Husband.

NOTICE OF VOLUNTARY NON-SUIT

Comes now the Plaintiff, Fawn [REDACTED] Fenton, by and through counsel, and would hereby give notice that she will be voluntarily non-suited her previously filed Complaint for Divorce, which was filed in July 2018 under docket number 47426.

Respectfully Submitted,



W. Edward Porter IV, BPR 033893
Attorney for Plaintiff
222 Second Avenue North
Suite 210
Nashville, TN 37201
615-250-8000 - Office
615-242-5918 - Fax
Wedward.porter@hotmail.com

626

CERTIFICATE OF SERVICE

I do hereby certify that I have served a true and exact copy of the foregoing document, via USPS, this the 5th day of November, 2018, to the following:

Jeffrey Ryan Fenton
1986 Sunny Side Drive
Brentwood, TN 37027


W. Edward Porter IV

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11-9-18 *W*

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

FAWN [REDACTED] FENTON,
Plaintiff/Wife,

vs.

JEFFREY RYAN FENTON,
Defendant/Husband.

2018 NOV -7 PM 12: 27

FILED FOR ENTRY 11/9/18

Docket: 47426

ORDER OF VOLUNTARY NON-SUIT

It appearing to the Court, as evidenced by the signature of counsel below that a Notice of Voluntary Non-Suit has been filed in the above styled cause of action.

It is accordingly ORDERED, ADJUDGED and DECREED that the Compliant for Divorce filed by the Plaintiff, Fawn [REDACTED] Fenton, is hereby voluntarily non-suited without prejudice.

It is further ORDERED that the Plaintiff shall pay all Court Costs associated with said cause of action for which execution shall issue if necessary.

Entered this the 9 day of Nov, 2018

J. Woodruff
HONORABLE Judge Joseph A. Woodruff

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H

APPROVED FOR ENTRY:


W. Edward Porter IV, BPR 033893
Attorney for Plaintiff
222 Second Avenue North
Suite 210
Nashville, TN 37201
615-250-8000 - Office
615-242-5918 - Fax
Wedward.porter@hotmail.com

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I do hereby certify that I have served a true and exact copy of the foregoing document, via USPS, this the 5th day of November, 2018, to the following:

Jeffrey Ryan Fenton
1986 Sunny Side Drive
Brentwood, TN 37027


W. Edward Porter IV

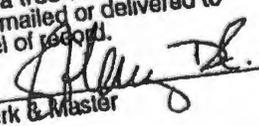
CLERK'S CERTIFICATE
I hereby certify that a true and exact copy of foregoing has been mailed or delivered to all parties or counsel of record.
Date: 11/16/18 
Clerk & Master

EXHIBIT #16

**IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN**

FAWN [REDACTED] FENTON,
Plaintiff,

vs.

Docket: 47426

FILED FOR ENTRY
2023 OCT 30 PM 1:42

JEFFREY RYAN FENTON,
Defendant,

COPY

ANSWER & COUNTER-COMPLAINT FOR DIVORCE

Comes now the Defendant/Husband, Jeffrey Ryan Fenton, and files this Answer, and Counter-Complaint for Divorce as Follows:

ANSWER

- Husband admits to the statistical information and jurisdictional information provided in paragraph 1 of the Wife's Complaint for Divorce, with the following exceptions:

HUSBAND:

- Date and Place of Birth: 10-8-69, Fairchild AFB, WA
 - Education level: HS
 - Handicaps: Diagnosed with Obsessive-Compulsive Personality Disorder (OCPD) DSM-5 301.4 (F60.5), Generalized Anxiety Disorder (GAD) DSM-5 300.02 (F41.1), Attention-Deficit Hyperactivity Disorder (ADHD) DSM-5 314.01 (F90.2), and believed to also suffer from Circadian Rhythm Sleep Disorder (CRSD) Non-24-Hour Sleep-Wake Type (Non-24) DSM-5 307.45 (G47.24)
- Admitted.
 - Husband admits allegations of Irreconcilable Differences T.C.A. 36-4-101 a (14).
Husband denies allegations that he is guilty of Inappropriate Marital Conduct T.C.A. 36-4-101 a (11) and demands strict proof thereof.

FILED FOR ENTRY
2023 FEB 19 PM 1:13

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Husband to show that Wife is guilty of Inappropriate Marital Conduct T.C.A. 36-4-101 a (11), since Wife secretly planned the divorce with her brother, hired an attorney, and then locked the Husband out of all financial accounts.

4. Admitted.

5. Admitted

6. Admitted

7. The Husband denies allegations as stated in paragraph 7 of the Wife's averments and demands strict proof thereof. The parties agreed previously for the Husband to not work. Wife demands that Husband maintain and repair the house as needed, as well as manage the household finances and record keeping. Wife has specifically refused to assist with the finances, prior to moving out of the marital residence and since has secretly seized all financial access and control. Wife further refers to Husband as the "House Husband".

8. The Husband denies allegations as stated in section 8 of the Wife's averments and demands strict proof thereof.

9. Admitted that the Husband has requested Wife spend more time with him at home. The Husband denies the remaining allegations as stated in paragraph 9 of the Wife's averments and demands strict proof thereof.

The Wife spends less than ONE day per Month with the Husband. She works longer hours every day than her employer requires, often picks-up dinner on her way home, then plays with the pets while cleaning their cages, until she is falling asleep and goes to bed. On the weekends, Wife often spends one day volunteering at the Nashville Zoo, or doing some other activity of interest to herself, by herself, without even inviting

Husband, and the second day of the weekend cleaning some of the five aquariums which we had, while catching up on rest. Wife has been disengaged from the marriage for years, physically, emotionally, and mentally. Wife also routinely takes trips with her family, while intentionally failing to set aside any vacation time to spend with Husband. On average, Wife goes on trips without Husband, between 2-Weeks and 1-Month per year.

10. The Husband denies allegations as stated in paragraph 10 of the Wife's averments and demands strict proof thereof.

11. Admitted that Husband has been diagnosed with ADHD, Generalized Anxiety Disorder, Obsessive-Compulsive Personality Disorder, and is believed to suffer from Circadian Rhythm Sleep Disorder, Non-24-Hour Sleep-Wake Type. The Husband denies the remaining allegations as stated in paragraph 11 of the Wife's averments and demands strict proof thereof.

Husband denies that he is able or capable of working currently, and/or supporting himself financially. Further, Wife's daily and repeated emotional and verbal abuse of Husband, has only made his symptoms worse, decreasing his ability to work.

12. Admitted in part and denied in part. Admitted, Husband has asked Wife not to talk bad about Husband with Wife's family. Admitted that Husband has had the passwords and login credentials, as he's been the only one managing the finances for over a decade. Husband also scans all credit and debit cards, so that if they change, or if they are lost or stolen, the parties will have the necessary information. Wife has never once voiced a concern or a complaint about this practice. Husband keeps this sensitive data, in a multiply encrypted file on their home server, and Husband has provided Wife

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with a copy of this encrypted file, to take along with her to work, on Wife's portable USB drive.

Husband and Wife's finances have always been joint, regardless of whose name accounts were in. Both parties maintained equal access to all of their financial accounts, until Wife decided to file for divorce, and locked Husband out of all their accounts and finances. After filing but before service, Wife failed to follow the Statutory Injunctions and not only locked Husband out of the accounts, but also reduced credit lines to keep Husband from hiring his own attorney.

The Husband denies the remaining allegations as stated in paragraph 12 of the Wife's averments and demands strict proof thereof.

13. The Husband denies allegations as stated in section 13 of the Wife's averments and demands strict proof thereof.

14. The Husband denies allegations as stated in section 14 of the Wife's averments and demands strict proof thereof.

15. The Husband denies allegations as stated in section 15 of the Wife's averments and demands strict proof thereof.

16. The Husband did not receive the Exhibit mentioned in section 16 of the Wife's averments, so Husband can neither affirm or deny the validity of Wife's allegations.

Husband demands strict proof, showing dated, time-stamped communications, in a format which is generally acceptable as legal "evidence", which cannot be easily altered, showing the entire context of the conversation(s), both before and afterwards, to substantiate these allegations.

Since Wife vacated their home, Wife has been financially and legally domineering and

bullying Husband, while fabricating lies about Husband's character and history, as a means to justify Wife's clearly illegal actions.

17. The Husband denies allegations as stated in section 17 of the Wife's averments and demands strict proof thereof. Furthermore, Husband asserts that he has never physically threatened or touched Wife in a harmful manner. Wife has repeatedly come and gone to the home alone, once just for \$15 worth of hay and wood chips for their pet bunnies (she could have gotten at any pet store), which certainly demonstrates no fear. Ironically, Wife is a highly skilled and trained marksman, who is also certified as a "Self-Defense Handgun Instructor", certified by both the NRA and the Tennessee Department of Safety, has been extensively trained and even employed as an Instructor by the best firearms training institute in this Country (Front Sight Firearms Training Institute, located in Pahrump, NV), has received training by multiple local police departments. Wife owns over \$10k in high-end assault rifles, an array of pistols, and owns more than 8,000 rounds of ammunition. Wife's firearms "resume" is attached to this Answer & Counter-Complaint for Divorce as Exhibit 'A'.

COUNTER-COMPLAINT FOR DIVORCE

AVERMENTS

1. Grounds for divorce relied upon by Husband:
T.C.A. 36-4-101 a (14) Irreconcilable Differences. Wife is guilty of Inappropriate Marital Conduct T.C.A. 36-4-101 a (11).
2. Wife has been the breadwinner in the marriage, and Husband has been a

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homemaker when he was not Self-Employed. Wife's earning potential by far exceeds Husbands.

3. Wife continually withholds praise and affection from Husband, often criticizing and belittling him, for how slow, or how hard it is for Husband to focus on tasks, due to Husbands ADHD, which Husband has been diagnosed with.

4. Wife has treated Husband's mental challenges as if it were a Cancer, deteriorating the very essence of who Husband is.

5. Wife refuses to show Husband affection, admiration, respect, loyalty, or love, blaming Husbands mental illnesses for Wife's shortcomings.

6. Wife refuses to be intimate with Husband, except on special occasions, calling Husband "fat", stating that Wife has no desire to engage in activities of touch with Husband.

7. At times, Wife blames her lack of sex-drive, on Husband becoming less attractive and gaining weight as he has aged.

8. Wife isn't willing to "cuddle" with Husband, and generally distances herself; refusing to even hold-hands. The simple act of Wife sitting beside Husband, while watching Television, is almost unheard of.

9. Wife continually seeks out activities of her interest, by herself, without inviting Husband to participate, or even taking into consideration what activities would interest Husband.

10. Wife attended counseling prior to meeting Husband and said she had struggled with depression and ruminating upon negative thoughts, all her life. Several years ago, Wife quit attending counseling.

11. At the time which they met, Husband made more money than Wife, Wife wanted to become a police officer, not an Architect. Husband owned his own home, which he had spent years remodeling.

12. Husband and Wife met on Match.com. At that time, Wife's profile on Match.com advertised that Wife was seeking a "dominate" male. As Wife began to make more, and Husband began to make less, Wife appeared to have less desire, attraction, and respect for Husband.

13. Despite the fact that Husband was a blue-collar worker with only a High School diploma, and suffered from a number of psychological challenges, Husband had worked hard and lived independently since his mid-teens, without any parental, spousal, or government support, by any means, at any time, prior to this marriage.

14. Upon marrying Wife, encouraging and assisting Wife in her Career to become a successfully licensed Architect, Husband realized that he had to make a choice:

Either to force Wife to continue living in a box (house) which is smaller than she could afford, where Husband felt safe, where everything was customized exactly how the Husband wanted, and where the Husband could always maintain his independence (because of the low out-of-pocket monthly expenses of the duplex), OR Husband needed to risk moving into a bigger box, which Wife had worked hard to be able to afford, which Wife had earned the opportunity to experience, which Wife had dreamed about for years, but is unfortunately larger and more expensive than Husband could ever afford on his own.

Husband sacrificed his home, and his life of independence (which he valued above everything, except for his Wife) to purchase Wife's "dream house".

Now unfortunately Husband is faced with not being able to afford the marital residence, or being able to return to his previous home, where he could live safely and comfortably within his means.

15. Immediately after purchasing Wife's "dream home", Wife hired a roofing company to replace the roof, which resulted in tens-of-thousands of dollars in damage, which the roofing company failed to fix or pay for. This forced Husband and Wife to file a civil suit against the roofing company (DCGC #12GC10602), where they won a default judgment, which then the roofing company refused to pay. Husband and Wife spent the next two years trying to levy every bank account, contract, and eventually the property of the roofing company for payment, as the roofing company played games, moving and hiding their assets to avoid payment.

16. At the time of the roof damage, Wife agreed that Husband should quit his vocational pursuits (for a season) to repair the extensive damage and pursue the roofing company, their subcontractors, and both of their insurance companies, to collect payment. Husband and Wife were financially hemorrhaging as a direct result of the roofing damage done to their newly purchased home. That journey was without question a full-time "job" for Husband, with complete consent of the Wife, which lasted for two full years.

17. Husband and Wife received a roofing settlement which covered most of the damage to their home, but it failed to compensate Husband for the two years of time and income which he lost.

18. This roofing incident, along with all its costs, financially, emotionally, time-wise, etc... was by far the precipitating event which tarnished everything to follow. Even after

the settlement was applied to their credit card debts, paying the Wife's first, a substantial amount of debt remained.

19. This became a season where Husband's mental illnesses were exacerbated by the overwhelming challenges. Since Husband found it impossible to meet every need, he found it very difficult to prioritize and focus on the tasks at hand. Regretfully, Husband and Wife rarely prioritized tasks the same, with the needs often changing daily. Husband grew frustrated with never feeling like he could give enough to please Wife. The lack of definition and structure for Husband increased his anxiety while diminishing his ability to focus on the tasks at hand.

20. Wife was regularly critical and condescending toward Husband regarding his ADHD.

21. Wife's family (especially her mother), was also constantly critical and condescending toward Husband, regularly criticizing Husband to Wife within ear-shot, within Husband and Wife's own home.

22. Wife vacillated between wanting Husband to work anywhere to not wanting Husband to work at all outside their home. This sometimes changed daily for Wife, especially after Wife began menopause, and Husband found it simply impossible to please Wife, or to have any sense of satisfaction in his work.

23. Husband and Wife discussed different ways for Husband to receive training, to re-enter the job market, because his previous career in industrial printing had since perished. Husband and Wife executed a contract known as the "2015 Spousal Contribution & Support Agreement" (attached as Exhibit 'B'), to clearly define the expectations of Husband for the following year.

24. Wife defaulted on the "2015 Spousal Contribution & Support Agreement" almost immediately after its execution. Wife insisted that Husband could continue his entrepreneurial aspirations from home indefinitely, further stating that she didn't care if Husband ever became employed again outside their home, provided that both Husband and Wife could afford to live off her salary.

25. In 2016 Wife stated that she "would be pissed" if Husband got a job outside their home within the following year, because of the tasks which Wife wanted completed.

26. On January 6th, 2017, Wife was involved in an at-fault collision which totaled her brand-new Toyota Prius. This totally emptied our savings.

27. On 9/8/2017, Husband gently confronted Wife's mother, about cleaning and reorganizing all their bookshelves. As a result, Mother-In-Law become both furious and rude to Husband.

28. On 9/11/2017 Husband reached out to Wife's brother, in an attempt to get his advice and perform some damage control with their mother. During their telephone conversation, Wife's brother told Husband, that essentially, he and his mother do not understand what value Husband brings to the marriage with Wife and asked Husband to explain to him what Husband's "contribution is". Husband was very honest with Wife's brother, answering his questions, while believing that he was trustworthy. Later Wife's brother used that exact same information to pressure his sister, Husband's Wife, to abandon and ultimately divorce the Husband.

29. Upon Wife notifying Husband that she was filing for a divorce, Wife stated, "I'm so sorry, I did betray you."

30. Husband texted, "Your family won." To which Wife replied, "yes, my family won."

31. Upon separation, Wife entered into a 14-month lease for an apartment, which has substantially increased the monthly marital expenses, resulting in additional credit card debt.

32. Upon separation, Wife changed the credentials and contact information on all bank and credit accounts, later reporting the cards "lost or stolen", thereby cutting-off and preventing Husband from accessing any financial accounts, to view expenditures, or to have direct access to any funds.

33. Upon separation, Wife repeatedly refused to provide Husband with a copy of any and all bank, credit, and other financial statements (except for the one credit card which Wife temporarily "allowed" Husband to use, for his monthly consumables), further exerting Wife's financial dominance over Husband. Finally, on 8/28/2018, under pressure by Husband, Wife conceded and supplied Husband with those statements to date. No further financial statements have been received from Wife since.

34. Wife has repeatedly insisted upon litigating a contested divorce, knowing that Husband has not and cannot afford legal counsel, rather than working together toward a much more affordable collaborative divorce, thereby causing credit card debt to continue to rise, as Wife exerted her legal dominance over Husband.

35. The significantly increased credit card debt, caused by the Wife's unilateral choices, has substantially reduced the Husband and Wife's equity in their home, and their overall estate, without Husband having a choice in the matter.

36. After Wife locked Husband out of all financial account, she provided Husband with a single Bank of America Visa (#3997), with an initial credit limit of \$13,000, for Husband to purchase his consumables and pay for any other expenses.

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37. On 7/28/2018, Wife reduced the credit limit on the Bank of America Visa (#3997) from \$13,000 to \$5,000, which left over a \$4,000 negative balance on the card, rendering it useless to Husband. Within a few days, Wife filed a "lost or stolen" dispute with Bank of America, cancelling Husband's credit card altogether. This action alone, made it financially impossible for Husband to afford a legal retainer, to hire an attorney to represent Husband against Wife, further advancing Wife's financial and legal leverage and dominance over the Husband.

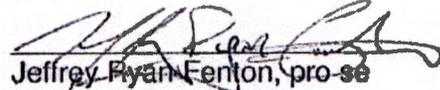
38. On 8/11/2018, Wife provided Husband with a new Chase Visa (#6282), with only a \$1,000 credit limit, while denying Husband credentials to monitor his account activity online, with such a small spending allowance. Husband complained that the credit limit was insufficient to meet his needs, and certainly prevented Husband from hiring any legal counsel, but Wife was unwavering in her pursuit of financially limiting the Husbands access to funds.

39. On 10/2/2018, Wife notified Husband that she had cancelled his new Chase Visa (#6282), thereby cutting-off all access which Husband had to any of the marital income, credit, and finances. Contrary to Wife's previous promises to pay for hiring Husband an attorney, whenever Husband deemed it necessary, Wife stated, "As far as paying for your attorney and all of your other imagined expenses, I will pay what the court orders me to, when we get to that point." Despite what has been said before or since, Wife has yet to pay a dollar towards Husband's legal counsel or defense.

WHEREFORE, HUSBAND PRAYS:

1. That Husband be awarded a Final Decree of Absolute Divorce on the grounds of Irreconcilable Differences or Inappropriate Marital Conduct;
2. For the Court to approve the Marital Dissolution Agreement, should the parties agree to enter into one.
3. For all right, title, and interest in the personal property already in the Husband's possession to be divested out of the Wife and vested in the Husband as his separate property;
4. For all right, title, and interest in the personal property already in the Wife's possession to be divested out of the Husband and vested in the Wife as her separate property;
5. For Wife to pay reasonable attorney's fees, to hire legal Counsel for Husband, as she promised, prior to mediation, trial, or any further litigation.
6. For the court to task costs, if necessary and award Husband his reasonable costs of prosecuting this matter, including a reasonable attorney's fees.
7. That the Husband be awarded alimony such that he can maintain his own residence, with a similar standard of living.
- 8 That the Husband be awarded the necessary funds for vocational training, to eventually be able to support himself again, regaining his independence.
9. That the Husband remain on the Wife's health insurance policy, to ensure no gap in mental or physical health care.
10. That the Husband be awarded such general relief to which the Husband may prove entitled including, but not limited to, those items prayed for above;
11. That the Wife be served with this suit and be required to answer as prescribed by law;
12. For the court to make an equitable distribution of the marital assets in this cause and deem non-marital property and assets separate.

Respectfully Submitted,



Jeffrey Ryan Fenton, pro se
1986 Sunny Side Drive
Brentwood, TN 37027
Phone: (615) 837-1300

... 643

STATE OF TENNESSEE)
COUNTY OF Williamson)

I, JEFFREY RYAN FENTON, being first duly sworn according to law, makes oath that I have read the foregoing Answer & Counter-Complaint for Divorce, knows the contents thereof, and that the same is true and correct to the best of my knowledge, information, and belief; that this Counter-Complaint is made for the causes mentioned therein; and that I am justly entitled to the relief therein sought.


JEFFREY RYAN FENTON

Sworn to and subscribed before me this 30 day of October, 2018.
Witness my hand and official seal.


Notary Public

My Commission Expires
July 6, 2020

My Commission Expires: _____



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Exhibit 'A'

FAWN T. FENTON
1986 Sunny Side Drive, Brentwood, Tennessee 37027
Email: [REDACTED]
Tel: (615) [REDACTED]

Self-Defense Handgun Instructor

CERTIFICATIONS & AFFILIATIONS

- **NRA Certified Basic Pistol Instructor**
- **Tennessee Department of Safety Concealed Carry Instructor**
- **Front Sight Firearms Training Institute Handgun Instructor, Pahrump, NV**
- **CCWP Instructor at The Range Incorporated, Centerville, TN**
- **Nashville Police Department Citizens Police Academy, Summer 2008**
- **Mount Juliet Police Department Citizens Police Academy, Spring 2004**
- **Member of the NRA since 2004, Life Member since 2012**
- **Training with NRA Refuse To Be a Victim Program**
- **Member of the United States Practical Shooting Association since 2003**

TRAINING

- **Front Sight Firearms Training Institute, 4-Day Practical Rifle (FN-FAL & AR15), January 2018**
- **Front Sight Firearms Training Institute, 4-Day Defensive Handgun, March 2013**
- **Front Sight Firearms Training Institute, 4-Day Armorsers Class – AR15, March 2010**
- **Front Sight Firearms Training Institute, 4-Day Line Coach – Defensive Handgun, March 2010**
- **Front Sight Firearms Training Institute, 4-Day Instructor Development, February 2009**
- **Front Sight Firearms Training Institute, 4-Day Practical Rifle (AR-15), February 2008**
- **Front Sight Firearms Training Institute, Handgun Master Prep, January 2007**
- **Front Sight Firearms Training Institute, 4-Day Defensive Handgun, January 2006**
- **Front Sight Firearms Training Institute, 4-Day Practical Rifle (AK-47), January 2005**
- **Front Sight Firearms Training Institute, 4-Day Defensive Handgun, October 2003**
- **Front Sight Firearms Training Institute, 4-Day Defensive Handgun, October 2002**
- **Tactical Response, 2-Day Fighting Pistol, May 2004**
- **The Range Incorporated, Advanced Handgun II, November 2003**

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- The Range Incorporated, Advanced Handgun I, April 2003
 - The Range Incorporated, State Concealed Carry Course, February 2003
 - HGR Firearms NRA Basic Pistol Instructor Certification Course, June 2006
 - Vanderbilt Rape Aggression Defense Systems, December 2003
-

REFERENCES

JOHN HUTCHERSON ▪ Owner, The Range Inc. Instructor, DCSO Correctional Officer
T: (615) 662-6815, Nashville, TN therange@bellsouth.net

RICK MORELLO ▪ Front Sight Firearms Operations Manager, Instructor
T: (800) 987-7719, Pahrump, NV morello@frontsight.com

MARK [REDACTED] Brother, U.S. Marine Veteran
T: (949) 565-6204, Lake Forest, CA [mark.\[REDACTED\]@live.com](mailto:mark.[REDACTED]@live.com)

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Exhibit 'B'

2015 SPOUSAL CONTRIBUTION & SUPPORT AGREEMENT

- 1. **PARTIES** This is a Legally Binding Agreement entered into this 11th day of October, 2014, between HUSBAND, Jeffrey R. Fenton, and WIFE, Fawn T. Fenton, of 1986 Sunny Side Drive, Brentwood, TN 37027.
- 2. **PURPOSE** The purpose of this Agreement is to clearly define the contributory RESPONSIBILITIES and EXPECTATIONS of the HUSBAND, both financial and otherwise, from the date of execution through January 1st, 2016. The overall intent of this Agreement is to define the conditions of a financially supported "re-training" period for HUSBAND, to help equip him to re-enter the workforce, while providing TIME for HUSBAND to also bring the family's financial records current.
- 3. **BENEFITS FOR HUSBAND** The benefit of this Agreement for the HUSBAND is to provide him a clearly defined sense of purpose during this season, while allowing him the time, structure, and support needed to complete training that should help equip him to make a more significant financial contribution to the family, while pursuing a profession which he finds more interesting and fulfilling. This Agreement defines exactly what the HUSBAND must DO during this season, in order to be deemed "DOING HIS SHARE" to help support the family. This Agreement does not address common household chores and other shared responsibilities of every family, but specifically speaks to his OCCUPATIONAL pursuits and contributions during this time. This Agreement allows HUSBAND an OPPORTUNITY for RE-TRAINING, financially sponsored by the WIFE for a specific term, provided that HUSBAND meets and maintains the conditions of this Agreement, as stated herein. Should he continue to do that, there are NO expectations for HUSBAND to earn money during this short season.
- 4. **BENEFITS FOR WIFE** The benefit of this Agreement for the WIFE is the assurance of HUSBANDS continued and measurable progress toward financial objectives important to the WIFE, including the completion of several years of bookkeeping and back tax filings, while allowing HUSBAND a defined period of TIME to re-train for the job market. Likewise, this Agreement also provides WIFE with the security of having pre-defined consequences that would immediately benefit the family financially, IF HUSBAND should fail, fall-short, or otherwise default on his commitments herein.
- 5. **TERM** The TERM of this Agreement shall be from the date of its full execution by both parties, through all of 2015, and absolutely expires in its entirety on January 1st, 2016. At that point the sponsored "re-training period" will be deemed OVER. Regardless of where HUSBAND is with his training and professional development at that time, he MUST obtain paying work, whether through self-employment or hiring on with a firm, to begin making a regular financial contribution to the family again.
- 6. **WORK PURSUITS** Only the following FIVE types of tasks are allowed, per this Agreement, to count as WORK pursuits:
 - Financial Work (bookkeeping, taxes, etc...).
 - Client Work (should be billable or to meet client commitments, including all work for Innovative HVAC, regardless of billing status).
 - Training & Practice at CAD/REVIT/DRAFTING/MODELING/RENDERING/GRAPHICS.
 - Maintenance Work at the Duplex (NOT on our home at Sunnyside).
 - Approved "Vacations".

Per this Agreement, the time allocation per TASK is flexible and up to the HUSBAND'S discretion, provided that the total hourly WORK commitment is satisfied.
- 7. **PERSONAL PURSUITS** For the purposes of this Agreement, the following activities are considered PERSONAL in nature, the time from which can NOT be counted toward "Work Pursuits":
 - Work on OUR own websites or blogs (Meticulous Marketing or otherwise).
 - Recovery and marriage work (counseling, groups, personal development, etc...).
 - Home ADMIN time on our personal computers and network.
 - Household maintenance, chores, health care, pet care, exercise, etc...

2015 SPOUSAL CONTRIBUTION & SUPPORT AGREEMENT

HUSBAND Initial: *JRF* WIFE Initial: *FTF*

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- 8. **COMMITMENT** HUSBAND agrees to devote 35 hours per week to WORK pursuits. (Breaks, lunches, personal tasks, etc... do not count.) This commitment is to WORK 7 hours per day, five days per week, and will be averaged and must QUALIFY on a MONTHLY basis. "Vacation Days" count as 7 hours worked, but must be pre-approved by both parties, and shall not exceed 10 days per year. (Vacation days can NOT be used to compensate for a short-fall in time.) "Sick days" must be made-up within the calendar month or within two weeks when following a significant end-of-month illness.

- 9. **DEFAULT** In the event that HUSBAND fails to meet the hourly WORK commitment for any single calendar month, the following consequences are herein agreed to and must immediately take place:
 - HUSBAND must obtain a part-time JOB (working from home is not allowed in this circumstance), for a minimum of 20 hours per week, and a duration of at least 90 days, before a "second chance" will be EARNED and can be attempted (at the HUSBANDS option). Two "second chances" are guaranteed to HUSBAND provided that these conditions are met; however, this shall NOT extend the January 1st, 2016 EXPIRATION of this Agreement.
 - IF HUSBAND fails to meet the monthly WORK commitment AFTER receiving two "second chances", then HUSBAND must CONTINUE part-time employment throughout the remainder of his "training" and/or his professional development. All "WIFE sponsored" training would cease at that point.

- 10. **ADDITIONAL COMMITMENT** HUSBAND further agrees to catch-up all bookkeeping for the family and to bring Federal Income Tax Filings current (through the 2014 tax year) by the expiration of this Agreement, on or before January 1st, 2016. This is considered an IMPORTANT part of HUSBAND'S WORK (family contribution) during this season of re-training.

- 11. **SUPPORT** In addition to being the sole provider of financial provision during this season, WIFE agrees to provide HUSBAND with the following support:
 - To provide HUSBAND with 1-2 hours of drafting training per week, covering the topics which WIFE feels are most significant to HUSBANDS success in the profession.
 - To view HUSBANDS time management logs DAILY and question any unexpected discrepancies in his commitment. (The goal here is to help encourage HUSBAND to KEEP his commitments, not to "bust him" for breaking them. Please don't nag, just stay in "tune" and lovingly communicate any concerns, while there is still time to take corrective action.)
 - During weekly training sessions, openly review time logs with HUSBAND from prior week, communicating whether or not HUSBAND is "on schedule" to succeed that month and if any changes need to be made to maintain his commitments.
 - Check sealed envelope on dresser DAILY, to ensure that PC passwords are still protected. IF this is ever NOT the case, mention to HUSBAND EACH DAY until he corrects the situation.
 - Check office webcam feed randomly, at least once EACH DAY, and call HUSBAND whenever not visibly working or if feed is ever down. (If working, don't call, keep the suspense alive.)

WIFE'S failure to provide any of the support listed above, other than financial, shall NOT constitute a breach in this Agreement.

- 12. **FRUGALITY** Both HUSBAND and WIFE agree to be frugal with their spending and to conserve wherever reasonably possible, throughout the 2015 year, to help minimize debt accrued by their family during this season.

- 13. **POTENTIAL EXCEPTION** IF for any reason WIFE'S employment is terminated or her financial capacity is otherwise diminished, and HUSBAND or WIFE deem it is necessary for HUSBAND to seek immediate employment to help sustain the family financially, this Agreement shall be "POSTPONED" until such a time as WIFE'S financial capacity is restored. Under that circumstance ALONE, would the term of this Agreement be extended beyond the January 1st, 2016 expiration date. In such an emergency, the extension shall be equivalent to the number of days that HUSBAND expends seeking employment and working.

2015 SPOUSAL CONTRIBUTION & SUPPORT AGREEMENT

HUSBAND Initial: *JG* WIFE Initial: *JK*

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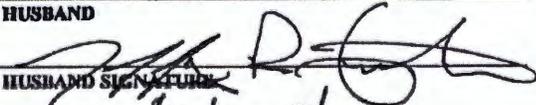
14. COMPLIANCE Should HUSBAND fail to meet his hourly WORK commitment, thus defaulting on this Agreement, AND refuse to obtain a part-time job, pursuant to the terms defined herein, then HUSBAND shall FORFEIT his opportunity and right for all "second chances". At that point WIFE shall have the right, and would be advised to contact Psychologist Dr. Pat Carmody for assistance in holding HUSBAND "accountable" to complying with the agreed consequences of defaulting on this Agreement, and to OBTAIN A JOB!

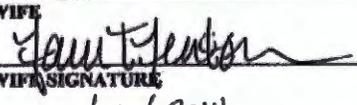
Similarly, provided that HUSBAND meets his hourly WORK commitments, as defined herein, WIFE shall have NO GROUNDS for holding ANY financial expectations or resentment over HUSBAND during the term of this Agreement. HUSBAND shall then be acknowledged as fully "DOING HIS SHARE" for the support of their family during this season. WIFE shall take ownership of her issues or concerns regarding the HUSBAND'S contribution during this time, provided that this Agreement is adhered to by HUSBAND, and it shall be deemed the WIFE'S responsibility to resolve her anxiety and/or distress between herself, Psychologist Dr. Pat Carmody, and God.

Quarterly meetings shall be held between HUSBAND, WIFE, and Psychologist Dr. Pat Carmody, to review our progress and adherence to this Agreement, and as an opportunity to voice any concerns between the parties. The role of the psychologist during these meetings is to help us communicate and resolve our differences, while holding us both ACCOUNTABLE to adhering to the conditions of this Agreement, so that the full benefits of this initiative may be realized by our family.

THIS IS A BINDING LEGAL DOCUMENT.

BY SIGNING BELOW EACH PARTY AGREES TO BE BOUND BY THE CONDITIONS AND COMMITMENTS OF THIS AGREEMENT IN ITS ENTIRETY. NO ONE WAS PRESSURED INTO SIGNING THIS DOCUMENT. RATHER EACH PARTY FOUND THIS AGREEMENT TO BE PERSONALLY BENEFICIAL BOTH NOW AND HOPEFULLY FOR THE YEARS TO COME.

Jeffrey R. Fenton
HUSBAND

HUSBAND SIGNATURE
10/11/2014
DATE SIGNED

Fawn T. Fenton
WIFE

WIFE SIGNATURE
10/11/2014
DATE SIGNED

2015 SPOUSAL CONTRIBUTION & SUPPORT AGREEMENT

HUSBAND Initial:  WIFE Initial: 

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Payment Receipt

Williamson County - TN - Chancery

Paypal Transaction ID: 818217103S342200K
Date: 10/30/2018 1:57:31 PM
Payer Name: METICULOUS MARKETING LLC Jeffrey R Fenton
Payer Address:

Year	Receipt	CityCode	name	due
Docket No.: 47426	Fee Description: counter claim		Jeffrey R Fenton/Meticulous Mktng	\$100.00
			Percentage Fee	\$2.57
			Fixed Fee	\$0.30
Total:				\$102.87

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EXHIBIT #17

Jeff Fenton

From: Fawn Fenton <[REDACTED]>
Sent: Friday, November 9, 2018 10:13 PM
To: Jeff Fenton
Subject: FW: Put divorce on hold for now
Attachments: Fenton - Notice of Non-Suit - 11-5-18.docx; Fenton - Order of Dismissal - 11-5-18.docx

2020 FEB 19 PM 1:13

FILED FOR ENTRY

Hello,
Here is the last correspondence I've had with my attorney. I assume we're waiting for the court to return a stamped copy of these papers back to my attorney.
I'll check in with him next week.

From: Edward Porter <WEdward.Porter@hotmail.com>
Sent: Tuesday, November 6, 2018 4:45 PM
To: Fawn Fenton <[REDACTED]>
Subject: RE: Put divorce on hold for now

Fawn,
I have attached the word documents. I currently don't have a paper copy in hand.
Thanks,
Edward

W. Edward Porter IV
Attorney at Law
222 Second Avenue North
Suite 210
Nashville, TN 37201
(615) 250-8000 – Office
(615) 242-5918 – Fax

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From: Fawn Fenton <[REDACTED]>
Sent: Tuesday, November 6, 2018 2:38 PM
To: Edward Porter <WEdward.Porter@hotmail.com>
Subject: RE: Put divorce on hold for now

Thanks Edward... can you send me a PDF copy of the request you sent in?

Thanks again,
Fawn Fenton

From: Edward Porter <WEdward.Porter@hotmail.com>
Sent: Monday, November 05, 2018 1:25 PM
To: Fawn Fenton <fawn.tiffany@outlook.com>
Subject: RE: Put divorce on hold for now

Fawn,
I have sent it in. It should be entered and signed this week. Jeff did file a counter and he will have to do the same thing. Once I receive a copy of the Order I will send one to you.
Thanks,
Edward

W. Edward Porter IV
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222 Second Avenue North
Suite 210
Nashville, TN 37201
(615) 250-8000 – Office
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From: Fawn Fenton <[REDACTED]>
Sent: Friday, November 2, 2018 1:29 PM
To: Edward Porter <WEdward.Porter@hotmail.com>
Subject: RE: Put divorce on hold for now

Thanks Edward – can you tell me approximately what the time-frame of this is?
How long till you send in the notice of non-suit; how long before the court then issues a dismissal order; will you or I get a copy of the dismissal order?

Best,
Fawn Fenton

From: Edward Porter <WEdward.Porter@hotmail.com>
Sent: Thursday, November 01, 2018 5:48 PM
To: Fawn Fenton <[REDACTED]>
Subject: RE: Put divorce on hold for now

I will send yours in and I will send a copy to him that he can mimic. No need for your signature.
Thanks,
Edward

W. Edward Porter IV
Attorney at Law

222 Second Avenue North
Suite 210
Nashville, TN 37201
(615) 250-8000 – Office
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From: Fawn Fenton <[REDACTED]>
Sent: Wednesday, October 31, 2018 12:34 PM
To: Edward Porter <WEdward.Porter@hotmail.com>
Subject: RE: Put divorce on hold for now

Hi Edward,
Yes, if you could please send in a notice of nonsuit... do I have to sign that?

Jeff does not have an attorney – is there a form he can fill out and file to voluntarily dismiss the case also?
Thank you,
Fawn Fenton

From: Edward Porter <WEdward.Porter@hotmail.com>
Sent: Tuesday, October 30, 2018 4:08 PM
To: Fawn Fenton <[REDACTED]>
Subject: RE: Put divorce on hold for now

Fawn,
I apologize, as soon as I sent the email yesterday I left for court in Gallatin and took for granted that your email would be a simple thanks. To answer your question, I can send in a notice of non-suit but if he has filed a counter-complaint he will have to file that as well. Please let me know how I need to proceed.
Thanks,
Edward

W. Edward Porter IV

Attorney at Law
222 Second Avenue North
Suite 210
Nashville, TN 37201
(615) 250-8000 – Office
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persons or entities other than the intended recipient is prohibited. If you receive this communication in error, please notify the sender upon receipt and destroy the materials contained in this message.

From: Fawn Fenton <[REDACTED]>
Sent: Monday, October 29, 2018 12:24 PM
To: Edward Porter <WEdward.Porter@hotmail.com>
Subject: RE: Put divorce on hold for now

Edward,
Thanks very much for the reply.... however, Jeff says he consulted with an attorney this morning who advised him that we must withdraw the complaint in order for Jeff to be satisfied.
Is that something you can do today?
If not today, then Jeff will file his answer to the complaint tomorrow, to prevent the possibility of a default motion. Then after tomorrow, we would both have to withdraw our case. (I guess something like, we would file a motion to dismiss, and Jeff would file to dismiss his counterclaim?)
Let me know...
Thanks again.
Fawn Fenton

From: Edward Porter <WEdward.Porter@hotmail.com>
Sent: Monday, October 29, 2018 11:56 AM
To: Fawn Fenton <[REDACTED]>
Subject: RE: Put divorce on hold for now

Fawn,
I am glad to hear this news and I hope that this plan of action works for you and your husband. Per your request I will put this file away, take no action on it and await word from you as to how you wish that I proceed. Please feel free to reach me at any time but until further notice I will not be actively working on your divorce.
Thanks,
Edward

W. Edward Porter IV
Attorney at Law
222 Second Avenue North
Suite 210
Nashville, TN 37201
(615) 250-8000 – Office
(615) 242-5918 – Fax

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From: Fawn Fenton <[REDACTED]>
Sent: Monday, October 29, 2018 9:56 AM

To: Edward Porter <WEdward.Porter@hotmail.com>
Subject: Put divorce on hold for now

Edward,

I am at the Williamson County courthouse now, and I just talked to the court clerks... they said that nothing with the case will move forward as long as you don't file anything. So let's not file any motions for awhile... no motion for default, or any others. I left you a voicemail earlier, that Jeff is now agreeing to sell the house, and move out voluntarily, so that we will have no joint assets, and can then change the divorce to be an "uncontested" divorce in the future.

The timeline we've agreed to is (plus or minus a few weeks): get the majority of our personal property moved out of the house by the end of January; have house listed for sale around first of February; hopefully accept an offer by April (latest May), close by June; split the proceeds 50/50, and pay down our respective credit card debts as much as possible; and then re-file the divorce in maybe July 2019.

Jeff finally realized that by going forward with a trial, he is likely hurting himself more than me, and he says he's accepted the reality that selling the house will help us both the most. Plus he is very hung up on wanting an "uncontested" divorce rather than a contested divorce. So I am going to trust him to stick to this plan for now, since it's far and away better than me continuing to pile costs on my credit cards.

I will try to call you again a little later.

Thanks,
Fawn Fenton

Sent from Samsung Galaxy smartphone.

"VERBAL SETTLEMENT AGREEMENT"

Jeff Fenton

From: Fawn Fenton <[REDACTED]>
Sent: Saturday, October 27, 2018 5:31 PM
To: Jeff Fenton
Subject: Your texts re: settling

EXHIBIT #18
2020 FEB 19 PM 1:13

FILED FOR ENTRY _____

I am reading your texts coming in now that you've been writing today. Overall I think I am agreeable to this, but I want to try to make sure we're on the same page.

The basic idea is that I withdraw the complaint, so there is no divorce action pending, and we let things sit until after we've sold the house and divided money and stuff on our own. Then we can easily file an uncontested divorce and probably wouldn't even have to go to court. Right? I agree, the less the court has to get into our finances and personal business, the better.

This would all be informal between us, right? No long-ass legaleze contracts between us? I would MUCH prefer that. I have no desire to "screw you over" in any way, I do not want either of us to go through any more pain than necessary at this point. (FYI, I am putting numbers on these points below just to organize events in my brain; I am not trying to make this look like a contract or something.)

- 1.) So I would withdraw the divorce complaint on Monday, and verify with the court clerk that that stops or lifts the temporary restraining order, so we can move/sell stuff at will after that. (Or, I will find out if there are any other actions I need to take to put the divorce on hold in order for us to have the freedom to do whatever we want with the "marital stuff".)
- 2.) At that point, we would take some time to sell and store some of our stuff, right? Can we say the goal would be to have our activities done so that the house could be listed in 2 or 3 months maximum? This is the time-frame which worries me, since you always need way more time than a regular person to do things. I would be worried that you would ask for another month... and then another month.... And I wouldn't want it to drag out, because my expenses are increasing for as long as this continues, and plus we want to list it by spring. Can we say we'd have our "stuff" situated such that the house could be listed by the end of January or 1st of February? (And if you want to uninstall the security system and take it with you, I'm fine with that.)
- 3.) Then we would meet at Judy's and you would sign a quit-claim, and your reason is because you do not want to have to be involved in the sale of the house, right? So you could just turn your back on it and not have to watch, and I will deal with all of the sale activities? We might want to instead keep you on the deed, but you sign a POA so that I can do all of the sale transactions without you. I am thinking that would allow Judy's office to write each of us a check directly to split the proceeds of the sale (at the end). Otherwise, if I was the only person listed as an "owner" of the house, then all of the proceeds would go into my name, and it might be more difficult to give you half. We don't want it to be looked at by the IRS as a "gift" or some other taxable event. If we are (were) both owners, and we each take some of the proceeds, then none of that would be taxable.
- 4.) So when our stuff is satisfactorily stored or moved (just for putting the house up for sale)... I would get the fish tank cleaned up and out of there to storage, and I would get my stuff out to the greatest extent possible. And then the real estate agent could list it for sale... And you would take off to Michigan. So maybe we could have it put on the market by early February?
- 5.) That seems good because then it would be listed for sale during the spring, and hopefully we would get a good offer by April or May, and close in May or June at the latest. (While it's on the market, we could finish getting the rest of our stuff out of there also.) The proceeds could go into an account held by Judy's office, and then we could split it 50/50, and Judy's office could write us each individual checks. (Maybe we should ask Judy... I wonder if you should "gift" your ownership of the house to your mom or something.... So that your mom and I are officially on the deed as the joint owners of the house.... Then Judy could write the final checks directly to me and your mom, and that way there would be no record of you ever having received money out of the sale of the house, so that if you proceed with your BK, that doesn't come into question....?)

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- 6.) Between now and when we each get our half of the proceeds from the house, I would just give you \$500 per month (\$250 out of first paycheck and \$250 out of 2nd paycheck, ok?)
 - 7.) Then after everything from the sale is done and we have no more joint anything, hypothetically in June or so, we would just fill out the standard forms for an uncontested divorce, and turn those in to the court, no lawyers involved.
 - 8.) I would then agree to give you \$1,750 per month for 6 years in alimony, roughly June 2019 through June 2025.
The divorce should record as final a month or two later.
 - 9.) Oh, and I would still ask Ken to keep you on our health insurance through the end of 2019.
- Does that all sound like an accurate summary of what you would be agreeable to?
I am good with this plan, if you are.
Thank you for reconsidering everything.

EXHIBIT # 19

Jeff Fenton

From: (615) [REDACTED] <16158371301.1615333737[REDACTED]km4F34MBp9@txt.voice.google.com>
Sent: Monday, October 22, 2018 12:56 AM
To: 837.1301@gmail.com
Subject: New text message from (615) [REDACTED]

2020 FEB 19 PM 1:13

FILED FOR ENTRY _____



I wish you could be healed. I never thought this would get so bad. You're a good person trapped inside your unhealthy mind. I've cried and screamed and prayed, but to no avail. Please take good care of Tweetie.

[YOUR ACCOUNT](#) [HELP CENTER](#) [HELP FORUM](#)

To edit your email preferences for text messages, go to the [email notification settings](#) in your account.



Google LLC
1600 Amphitheatre Pkwy
Mountain View CA-94043 USA

Jeff Fenton

From: (615) [REDACTED] <16158371301.1615333737[REDACTED]m4F34MBb9@txt.voice.google.com>
Sent: Monday, October 22, 2018 1:12 AM
To: 837.1301@gmail.com
Subject: New text message from (615) [REDACTED]



I am so sad. It's like you've developed cancer and I've helplessly watched you die over the years. The person you once were is gone now.

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Google

Google LLC
1600 Amphitheatre Pkwy
Mountain View CA 94043 USA

Jeff Fenton

From: (615) [REDACTED] <16158371301.161533373[REDACTED].km4F34MBb9@txt.voice.google.com>
Sent: Monday, October 22, 2018 1:42 AM
To: 837.1301@gmail.com
Subject: New text message from (615) 33[REDACTED]



I'm so terribly sad for you, for both of us. The illness has taken everything.

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Google

Google LLC
1600 Amphitheatre Pkwy
Mountain View CA 94043 USA

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Jeff Fenton

From: (615) [REDACTED] <16158371301.1615333737[REDACTED]km4F34MBb9@txt.voice.google.com>
Sent: Monday, October 22, 2018 1:47 AM
To: 837.1301@gmail.com
Subject: New text message from (615) [REDACTED]



No, I'm exhausted. To say I never tried is more proof of how blind you are. To say I am bullying you is ridiculous, and again, it's more proof of your blindness. So very sad.

[YOUR ACCOUNT](#) [HELP CENTER](#) [HELP FORUM](#)

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Google LLC
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Mountain View CA 94043 USA

EXHIBIT # 20

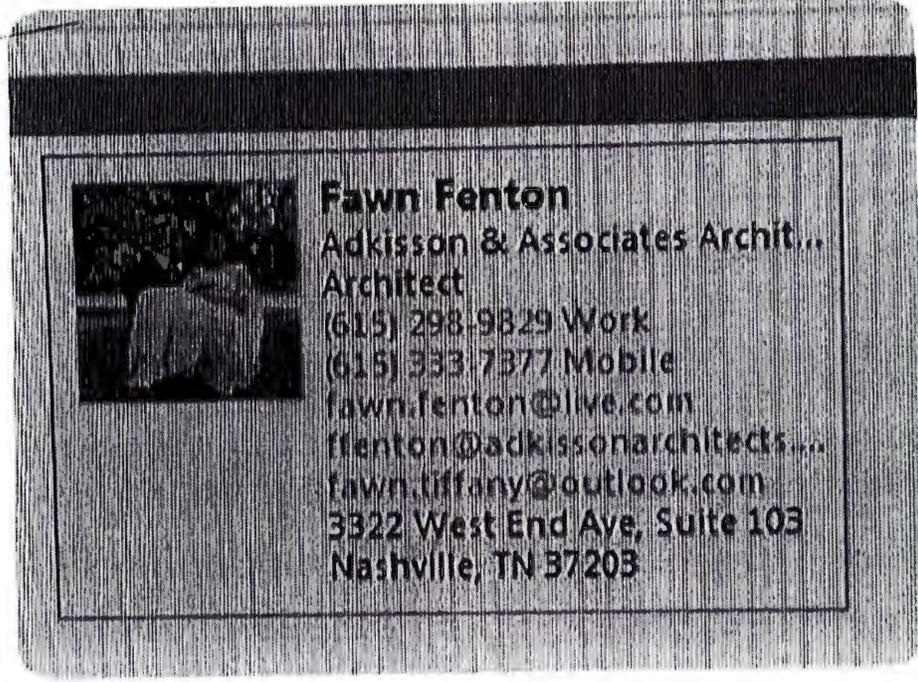
Fawn Fenton
(615) [REDACTED] • mobile

I'm watching the video with you holding the umbrella on the front porch. I love you and miss you Tootie!

2020 FEB 19 PM 1:13

Oct 11, 2018

FILED FOR ENTRY



Want to go to the zoo with me tomorrow? You could show me the new stuff.

NOT even the ZOO?

Oct 12, 2018



I sorry.

Fawn Fenton (mobile) • Oct 13, 2018

Dang! You must really not trust yourself!

We had a LOT of GOOD times, you know!?!?

Oct 13, 2018

I want to get your drive data done and back yo you before my court response is due. Can i plck it up from you today so I can get the data transferring? Maybe at the hyatt, target, or the entrance to your apartments?

Oct 14, 2018



Oh hello
 Sorry I haven't looked at phone in awhile
 Ok yes, you can come to my apartment if you want.

Fawn Fenton (mobile) • Oct 14, 2018

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Ok, w' is the addrsss? I know i recorded with call 'h brendan, but i didn't write it down, since you didn't want me to have.

Still have it in encrypted conversayions directory. But never wrote it down.

I was just looking for an altermative "MyBook" or something to let uou borrow. But they are slow as fuck, plus i'd need to move data off and reformeat first. So using your drive would be MUCH quicker!

Oct 14, 2018



Ok, you just have to promise not to linger... you can come in for a minute if you want, but then go without arguing. Ok?

Fawn Fenton (mobile) · Oct 14, 2018

Sure. Just let me visit with the kids for a moment, won't sat much to you. Just need to pickup drive, have ready for you in twp days.

I've never seen the place, I,m kida curious. I'm looking around the crawl space and freaking out at needing to fit all that inside a one bedroom apartment.

Oct 14, 2018



Ok. From OHB, turn right at Stone Brook Drive across from Panera/Target... go all the way up hill. Do not turn left on Fox Ridge drive... keep going up past that. The road dead-ends at the entry to the Brentwood Villas condos... turn left right before you go in there, to [REDACTED] apartments.

Fawn Fenton (mobile) · Oct 14, 2018

Hot a feeling will end up tenting a pickup for a week again and take a lot to the dump. Just no space... and i want one bedroom apartment to be comfortable, not clutter fucked.

Oct 14, 2018



I am the very first building closest to the entry driveway, Bldg A. Park anywhere, there's no assigned parking or anything. I am 102, down the first set of stairs closest to the end of the bldg.

Fawn Fenton (mobile) · Oct 14, 2018

Ok, in now a good time? Need to brush my teeth. Want me to bring Tweetie?

See, now I don't need to worry about you serving me anymore.

Do you want me to bring Tweetie food and trade pup pup for tweetie until tomorrow morning?

Now i can help drop off & swap.

Up to you.

- 663

Oct 14, 2018



No, I don't want to see a puppy.
You can bring tweetie if you want, of course.
Now is fine.

Fawn Fento | Member | Oct 14, 2015

Ok, give me a minute to wrangle her into her diaper. She eats all healthy food now, hasn't had a sunflower seed since you left. She still seems to be balding a but on the top... probable needs mire fruit and veggies... haven't been shopping much lately. Give me a few and I'll head your way. Need anything?

I swear when i don't put diapwr on her once per week, she acts like I,m fixing to cook her in soup.

So for the sake of speed: queen sheets, ete med check, and slave drive. Thank you! On our way!

Terry Huff did file a claim with BCBST, for out of network benefits, probably will be between \$200-\$500, so please let me know when you get it, because counseling is getting to be really hard for me to pay for. Thanks!

Thanks for trusting me to come visit your sanctuary. I promise not to ever lurk, drop by unannounced, stalk, etc... this shall remain your safe place!

Do you want that top wood cabinet that goes over top of the aquarium we put it in a crawl space but I'm going to be taking a lot of junk to the trash eventually do you want me to trash that we never used it or do you want me to keep it just in case and you're going to take it into storage someday let me know thanks

I skipped right past saying HI to Cute-Cute! Poor Baby Bunny!

Did you ever pay your attorney more money, or still just the original retainer?

I'm wondering, since we are both agreeable to selling the house now, why we are paying attorneys to fight? It just seems like a waste of money!

All that is left to decide on is rehabilitative training and allimony. We know the range there. Surely we could work that out ourselves, before i am forced to retain a layer this week, to answer your complaint. What are your thoughts?

There's really not much left to fight over!

I will need some TIME to downsize and transition either way, but from what I understand, the court is perfectly understanding about that.

As for me getting a job, I will once the bulk of this is over, but right now I'm staring at rhe most daungting task of MY LIFE! Fighting in court will only make that take longer!

What are your thoughts?

Not in the mood for me to drop it off tonight?

664

OCT 14, 2018



I sorry, I was busy cooking dinner, and then other pet chores, didn't look at phone for awhile. Thank you for copying data for me... please let me look at your emails again tomorrow, I'm just too tired now. Having bad aches and pains this evening, can't really think well.

Fawn Fenton (mobile) • Oct 14, 2018

Ok...kiwi vet appt tomorrow morning. Pray it is a cheap one! No surgical feather removals. Night night.

Kiwi got a good report! She' getting better not there yet. A little fungus, so got some med. Put on a little weight. Doc says we're on the right path.

Do you have any apple cider vinegar



Oct 15, 2018



Nope

Fawn Fenton (mobile) • Oct 15, 2018

665

E-HIBIT # 21

Alias
STATE OF TENNESSEE
SUMMONS 1:14

FILED 9/28/18 9:46
ENTERED
BOOK PAGE
ELAINE B. BEELER, Clerk & Master

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE

FRANK T. FENTON
Plaintiff

CIVIL ACTION NO. 47426

Plaintiff

Service By:

vs.
JEFFREY R. FENTON
Defendant

Sheriff

Defendant

Attorney

Defendant

Sec. Of State

Comm. Of Insurance

To the above named Defendant:

You are hereby summoned and required to serve upon W. EDUARDO PORTER IV plaintiff's attorney, whose address is 222 SECOND AVE. N. SUITE 210 NASHVILLE TN 37201, an answer to the complaint which is herewith served upon you within thirty (30) days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

Witnessed and issued, Elaine B. Beeler, Clerk and Master for said Court at office this 28 day of September, 2018.

Jacqueline Edwards DC
Clerk & Master

NOTICE:

To the defendant(s): Tennessee law provides a ten thousand dollar (\$10,000.00) personal property exemption from execution or seizure to satisfy a judgment. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the terms you wish to claim as exempt with the clerk of the court. The list may be filed at any time and may be changed by you thereafter as necessary; however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed; these include items of necessary wearing apparel (clothing) for yourself and your family and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible, and school books. Should any of these items be seized, you would have the right to recover them. If you do not understand your exemption right or how to exercise it, you may wish to seek the counsel of a lawyer. Mail list, including docket number, to: Clerk and Master, P.O. Box 1588, Franklin, TN 37065.

DEFT./WITNESS COPY

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RETURN ON PERSONAL SERVICE OF SUMMONS

I hereby certify and return that I served this summons together with the complaint as follows:

Check one: (1) or (2) are for the return of an authorized officer or attorney; an attorney's return must be sworn to; (3) is for the witness who will acknowledge service and requires the witness's signature.

- 1. I certify that on the date indicated below I served a copy of this summons on the witness stated above by _____
- 2. I failed to serve a copy of this summons on the witness because _____
- 3. I acknowledge being served with this summons on the date indicated below: _____

DATE OF SERVICE: _____

SIGNATURE OF WITNESS, OFFICER OR ATTORNEY: _____

ADDRESS OF PROCESS SERVER (TRCP 4.01) _____

Signature of Notary Public or Deputy Clerk: _____

Commission Expires: _____

RETURN ON SERVICE OF SUMMONS BY MAIL

I hereby certify and return that on the _____ day of _____, 20____, I sent, postage prepaid, by registered return receipt mail or certified return receipt mail, a certified copy of the summons and a copy of the complaint in case no. _____ to the defendant _____, on the _____ day of _____, 20____.

I received the return receipt, which had been signed by _____ on the _____ day of _____, 20____. The return receipt is attached to this original summons to be filed by the Chancery Court Clerk and Master.

Signature _____

Address (TRCP 4.01) _____

Sworn to and subscribed before me on this __ day of ____ 20____.

Signature of Notary Public or Deputy Clerk _____

Commission Expires: _____

CERTIFICATION (IF APPLICABLE)

I hereby certify this to be a true and correct copy of the original summons issued in this case.

Jacqueline Edwards
CLERK & MASTER



For ADA assistance, please call ADA coordinator: 615-790-5428

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IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

2018 JUN 29 PM 12:04

FAWN [REDACTED] FENTON,
Plaintiff,

vs.

Docket: 47426

FILED FOR ENTRY

JEFFREY RYAN FENTON,
Defendant,

COMPLAINT FOR DIVORCE

1. Plaintiff, FAWN [REDACTED] FENTON, (hereinafter called "Wife") is married to Defendant, JEFFREY RYAN FENTON, (hereinafter called "Husband"). The following is the statistical information pertaining to said parties required by Tenn. Code Ann. § 36-4-106:

WIFE:

- a. Full Name and race: Fawn [REDACTED] Fenton, Mixed Race, Caucasian and Asian
- b. Full Maiden Name: Fawn [REDACTED]
- c. Current Address: 1986 Sunny Side Drive, Brentwood, TN 37027
- d. Length at that address: 7 years
- e. Length in State of Tennessee: 18 years
- f. Date and Place of Birth: 1-22-73, Las Vegas, NV
- g. Previous Marriages: 1
- h. Education level: BS
- i. Member of Armed Services: No
- j. Place and Address of Employment: Adkisson & Associates, Architects, Inc., 3322 West End Avenue, Suite 103, Nashville, TN 37203.

HUSBAND:

- k. Full Name and race: Jeffrey Ryan Fenton, Race Caucasian
- l. Current Address: 1986 Sunny Side Drive, Brentwood, TN 37027
- m. Length at that address: 7 years
- n. Length in Tennessee: 24 years
- o. Date and Place of Birth: 10-8-69, Washington State
- p. Previous Marriages: 2
- q. Education level: GED
- r. Member of Armed Services: No

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- s. **Place and Address of Employment: Unemployed.**

- t. **Date and Place of Marriage: 10-16-05, Nashville, TN**
- u. **Date of Separation: 4-22-18**
- v. **Residence of both Parties at time of Separation: 1986 Sunny Side Drive, Brentwood, TN 37027.**
- w. **Minor children born of this marriage: None**
- x. **Are there any Orders of Protection between these parties? No**
- y. **Is there any other litigation between these parties? No**

VENUE AND JURISDICTION

Plaintiff has resided in Tennessee for more than 6 months. Defendant lives in Williamson County, Tennessee. The parties separated in Williamson County, TN. As such proper Venue and Jurisdiction lies in Williamson County, Tennessee.

AVERMENTS

- 2. **Plaintiff has been a bona fide resident of Tennessee for more than six (6) months.**
- 3. **Grounds for divorce relied upon by the Plaintiff:**
T.C.A. 36-4-101 a (14) irreconcilable differences. There is no hope in this matter of reconciliation. Husband is guilty of inappropriate marital conduct, T.C.A. 36-4-101 a (11).
- 4. **The parties own real property.**
- 5. **The parties have accumulated marital debt.**
- 6. **The parties own personal property, vehicles, and numerous pets.**
- 7. **The Defendant is unemployed and refuses to work to help support the marital estate. The Defendant claims his "job" is to keep the home books and make home improvements, but he actually does very little day to day and is completely inefficient and wasteful with time and marital resources.**
- 8. **The Defendant is verbally and emotionally abusive to the Plaintiff. He yells loudly and**

intimidates the Plaintiff to get her to do what he wants, escalating conflicts and prolonging arguments until the Plaintiff gives in to his demands. When not directly using verbal assaults, the Defendant daily criticizes and belittles the Plaintiff with hurtful teasing, mocking, and "joking".

9. The Defendant has become reclusive and isolated, refusing to leave the home and participate productively in society. He demands that the Plaintiff spend more and more time at home with him, and the Defendant voices angry complaints, insults, and threatens "consequences" when the Plaintiff pursues her own activities and socialization outside the home.

10. The Defendant has threatened to damage marital property, in order to force the Plaintiff to comply with his commands. He has verbally threatened to kick in her car door, to take a sledgehammer to the house windows, to burn down the house, and the like.

11. The Defendant has been diagnosed with ADHD and Generalized Anxiety Disorder and does not naturally keep a 24-hour circadian rhythm. These common conditions are controlled by medication, for which he sees medical professionals on a regular basis. Regardless, The Defendant is able-bodied, skilled, and very capable of working, he just refuses to work outside the home.

12. Defendant is extremely controlling and desires to dictate many facets of Plaintiff's life, including when and how she spends money, where she is "allowed" to go when she leaves the house, who she is "allowed" to talk to and what she talks about, and all details of how the home is kept. He does not allow the Plaintiff to have any information that he doesn't have access to; he keeps records of all of her account passwords and login credentials, and he keeps copies of all of her credit cards and bank accounts for his own use.

13. Defendant has a Jekyll and Hyde personality and will fly into a rage when the Plaintiff does not behave as he wishes. Defendant regularly uses verbal abuse to try to manipulate

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Plaintiff, threatening to destroy valued personal property or threatening to ruin her financially by running up her credit cards, and similar psychological attacks with angry shouting.

14. Defendant fights with Plaintiff almost daily over petty issues and minor decisions, notwithstanding the fact that he is indecisive and changes his mind often, and it is difficult for him to make simple day to day decisions without wasting a tremendous amount of time vacillating, researching, and starting arguments.

15. The Defendant has stalked the Plaintiff by secretly accessing her personal email accounts (both home and work) and the Plaintiff's cell phone during the middle of the night while Plaintiff was sleeping, and has deleted many emails and texts to Defendant, from him, or mentioning him, without Plaintiff's knowledge or permission, attempting to hide other evidence supporting the Plaintiff's above statements and fears concerning the Defendant's character.

16. Plaintiff has a fear for her safety around Defendant. At the time of the filing of this complaint Plaintiff will show that Defendant has threatened, among other things recently, the writings via text that are attached to this Complaint for Divorce as Exhibit 'A', which were captured before he invaded the Plaintiff's privacy and deleted off her phone.

Are these threats of physical harm? or financial harm? Both? Plaintiff is not sure but believes at this point Defendant is capable of anything and seems to think he has nothing to lose.

The afore-mentioned litany is all proof of Defendant's Inappropriate Marital Conduct, and the Plaintiff looks forward to presenting documentation of all this, plus more, in this court in this action.

17. No rational person would threaten and speak to his spouse in the manner demonstrated by the Defendant's texts. Plaintiff fears Defendant, both physically and emotionally as well as the financial harm he seems looking to do to the parties' martial estate. The ongoing and frequent

confrontation and fear has generally made her life with him unbearable.

WHEREFORE, PLAINTIFF PRAYS:

1. That Plaintiff be awarded a Final Decree of Absolute Divorce on the grounds of Irreconcilable Differences or Inappropriate Marital Conduct;
2. For the Court to approve the Marital Dissolution Agreement, should the parties agree to enter into one.
3. For all right, title, and interest in the personal property already in the Husband's possession to be divested out of the Wife and vested in the Husband as his separate property;
4. For all right, title, and interest in the personal property already in the Wife's possession to be divested out of the Husband and vested in the Wife as her separate property;
5. For the court to task costs, if necessary and award Wife her reasonable costs of prosecuting this matter, including a reasonable attorney's fees.
6. That the Plaintiff be awarded such general relief to which the Plaintiff may prove entitled including, but not limited to, those items prayed for above;
7. That the Defendant be served with this suit and be required to answer as prescribed by law;
8. For the court to make an equitable distribution of the marital assets in this cause and deem non-marital property and assets separate.
9. That this court grant either an ex parte or non-ex parte restraining order, or Order of Protection, to protect the Plaintiff, their property, and their marital estate.

Respectfully Submitted,



W. Edward Porter IV, 033893
 Attorney for Plaintiff/Wife
 222 Second Avenue North, Suite 210
 Nashville, TN 37201
 615-250-8000 - phone
 615-242-5918 - fax
 Wedward.porter@hotmail.com

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STATE OF TENNESSEE)
COUNTY OF Davidson)

I, FAWN TIFFANY FENTON, being first duly sworn according to law, makes oath that I have read the foregoing Complaint for Divorce, knows the contents thereof, and that the same is true and correct to the best of my knowledge, information, and belief; that this Complaint is made for the causes mentioned therein; and that I am justly entitled to the relief therein sought.



[Signature]
FAWN TIFFANY FENTON

Sworn to and subscribed before me this 12th day of March, 2013.
Witness my hand and official seal.

[Signature]
Notary Public

My Commission Expires: 7/7/20

IN THE CHANCERY COURT OF WILLIAMSON COUNTY, TENNESSEE
WILLIAMSON COUNTY
CLERK & MASTER

Fawn Tiffany Fenton)
)
vs.)
)
Jeffrey Ryan Fenton)

2018 JUN 29 PM 12: 15

FILED FOR ENTRY 06/29/18

NO. 4726

TEMPORARY RESTRAINING ORDER

Pursuant to T.C.A. § 36-4-106 (d), it is hereby ORDERED as follows:

1. Each party is hereby restrained and enjoined from transferring, assigning, borrowing against, concealing or in any way dissipating or disposing of any marital property without permission of the Court or by consent order.
2. Expenditures from current income to maintain the marital standard of living, usual and ordinary costs of operating a business, and reasonable costs of this cause are not restricted by this injunction. Each party shall maintain records of all such expenditures and provide copies to the other party upon request.
3. Each party is restrained and enjoined from voluntarily canceling, modifying, terminating, assigning or allowing to lapse for non-payment of premiums any insurance policy of a party or in which a party or child of the parties has an interest without permission of the Court or by consent order.
4. Each party is restrained and enjoined from harassing, threatening, assaulting or abusing the other party and from making disparaging remarks about the other party to or in the presence of any children of the parties or to an employer of a party.
5. Each party is restrained and enjoined from hiding, destroying or spoiling, in whole or in part, any evidence electronically stored or on computer hard drives or other memory storage devices
6. Each party is restrained and enjoined from relocating any children of the parties outside the State of Tennessee or for more than 50 miles from the marital residence without permission of the Court or by consent order, except in the case of a removal based upon a well-founded fear of physical abuse against either the fleeing parent or the child. In such latter case, upon the request of the non-relocating parent, the Court will conduct an expedited hearing to determine the reasonableness of the relocation and to make such other orders as appropriate.

Nothing herein shall preclude the Court from revising, modifying or expanding the terms of this order pursuant to T.R.C.P. 65.07.

Entered this 29th day of June, 20 18.

[Signature]
Chancellor

Clerk's Certificate of Service

I hereby certify that a true and exact copy of the foregoing Order has been mailed or delivered to all parties and/or counsel of record.

This the 29th day of June, 20 18.

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[Signature]
Clerk and Master

Home Maintenance Misc.	\$	50.00
Counseling with Terry Huff	\$	200.00
Automobile Gas	\$	90.00
Car Insurance	\$	150.00

Jeff Other Living Expenses \$ 1,125.00

Jeff pays these:

Sunnyside Expenses	\$	523.00
Jeff Living Expenses	\$	1,125.00

Jeff Needs Monthly: \$ 1,648.00

Rent large bedroom	\$	800.00
Rent corner bedroom	\$	600.00

\$ 1,400.00

need income from somewhere: \$ 248.00

EXHIBIT # 23

Jeff Fenton

From: Fawn Fenton <[REDACTED]>
Sent: Thursday, August 23, 2018 3:06 PM
To: Jeff Fenton
Cc: Sandy Arons
Subject: RE: Financial Considerations to Keep in Mind

2020 FEB 19 PM 1:14

FILED FOR ENTRY

Fuck no, you are going to have to buy me out.

From: Jeff Fenton <[REDACTED]>
Sent: Thursday, August 23, 2018 2:02 PM
To: Fawn Fenton <[REDACTED]>
Cc: Sandy Arons <sandyarons@getsmartdivorce.com>
Subject: Re: Financial Considerations to Keep in Mind

Nice that you made that choice for me too!

So are you willing to surrender your equity in this house to me, so that I can try to keep our home, so that all isn't lost?

Jeff Fenton
METICULOUS.tech

Sent by my iPhone

EXHIBIT 24

Jeff Fenton

From: Sandy Arons <sandyarons@getasmartdivorce.com>
Sent: Friday, July 27, 2018 11:06 AM
To: Jeff Fenton
Subject: RE: Alimony

2020 FEB 19 PM 1:14

FILED FOR ENTRY _____

Categories: 4-Email: Important Information

Yes, I told Fawn the range for alimony is about 22.5% of her gross income.

Sandy

Sandy Arons, MBA
Certified Divorce Financial Analyst
Certified Financial Divorce Specialist
Accredited Financial Counselor & Mediator
750 Old Hickory Blvd.
Building Two, Suite 150
Brentwood, TN 37027
Tel: 615-376-8204 Fax: 615-376-8121
email: sandyarons@getasmartdivorce.com
website: www.getasmartdivorce.com

From: Jeff Fenton [mailto:Jeff@Meticulous.tech]
Sent: Friday, July 27, 2018 9:57 AM
To: Sandy Arons <sandyarons@getasmartdivorce.com>
Subject: Alimony

Hello Sandy,

Have you told Fawn yet how much alimony is going to be? The general ballpark?

Has she swallowed that pill yet?

I want to talk to her about some options with the house, but I need to understand if she knows this yet.

Thanks!

JEFF FENTON
METICULOUS.TECH
(615) 837-1300 OFFICE
(615) 837-1301 MOBILE
(615) 837-1302 FAX

TECHNICAL CONSULTING, SERVICES, AND SOLUTIONS,
WHEN IT'S WORTH DOING RIGHT THE FIRST TIME!

SUBMIT OR RESPOND TO A SUPPORT TICKET [HERE](#).

A DIVISION OF METICULOUS MARKETING LLC

Jeff Fenton

From: Jeff Fenton
Sent: Wednesday, August 8, 2018 5:24 PM
To: Sandy Arons
Cc: Fawn Fenton; Fawn Fenton ([REDACTED])
Subject: RE: Marital Dissolution Agreement

Please hold-up Sandy. Fawn is saying that she can not afford the \$2k per month in alimony, only \$1,600 per month instead, which I simply can not live on, without sleeping under bridges.

We need to figure out how Fawn can afford this, or I will need to revert back to trying to figure out how I can afford the property.

We should be updating you shortly.

Thanks!

JEFF FENTON
METICULOUS.TECH
(615) 837-1300 OFFICE
(615) 837-1301 MOBILE
(615) 837-1302 FAX

**TECHNICAL CONSULTING, SERVICES, AND SOLUTIONS,
WHEN IT'S WORTH DOING RIGHT THE FIRST TIME!**
SUBMIT OR RESPOND TO A SUPPORT TICKET [HERE](#).
A DIVISION OF METICULOUS MARKETING LLC

From: Sandy Arons <sandyarons@getsmartdivorce.com>
Sent: Wednesday, August 08, 2018 5:16 PM
To: Jeff Fenton [REDACTED]
Cc: Fawn Fenton <fawn.fenton@live.com>; Fawn Fenton ([REDACTED]) < [REDACTED] >
Subject: RE: Marital Dissolution Agreement

I will outline the settlement in a document called a Memorandum of Understanding. It is not a fill in the blank process. Then, Fawn's attorney will draft the Marital Dissolution Agreement.

Sandy

Sandy Arons, MBA
Certified Divorce Financial Analyst
Certified Financial Divorce Specialist
Accredited Financial Counselor & Mediator
750 Old Hickory Blvd.
Building Two, Suite 150
Brentwood, TN 37027
Tel: 615-376-8204 Fax: 615-376-8121
email: sandyarons@getsmartdivorce.com

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Jeff Fenton

From: Fawn Fenton <[REDACTED]>
Sent: Saturday, August 4, 2018 1:24 PM
To: Jeff Fenton
Subject: RE: OUR HOME

Hello,

I am not theoretically opposed to you keeping the house, but I don't know how financially we could make that happen. Maybe there is a way we can make a deal like, I keep paying the current mortgage payment and 2nd mortgage payment for the next 6 years or so instead of giving you alimony payments. The financing would have to stay as it is in my name until you can rebuild your credit. When you can re-build your credit and have a job and all, then you could re-fi the house into your own name and cash me out my equity. That plan would suck for the credit card debt, though, as I was counting on the house equity (after sale of the house) to pay off both of our credit card debts. What are your thoughts.

From: Jeff Fenton [REDACTED]
Sent: Friday, August 3, 2018 5:36 PM
To: Fawn Fenton <fawn.fenton@live.com>; Fawn Fenton ([REDACTED] <fawn.[REDACTED]@outlook.com>
Subject: OUR HOME

Hello,

Since you don't want to keep our home, how do you feel about me keeping it?

I can't see HOW I could POSSIBLY move back into an apartment with all my STUFF in the crawl space! That is the MAJORITY of the "valuables" that I own! And I already threw away a TON when I moved from the Duplex to Sunny Side.

Please share your thoughts, so we can work together towards a solution, rather than just wasting money on legal fees.

Thanks.

JEFF FENTON
METICULOUS.TECH
(615) 837-1300 OFFICE
(615) 837-1301 MOBILE
(615) 837-1302 FAX

TECHNICAL CONSULTING, SERVICES, AND SOLUTIONS,
WHEN IT'S WORTH DOING RIGHT THE FIRST TIME!

SUBMITOR RESPOND TO A SUPPORT TICKET [HERE](#).
A DIVISION OF METICULOUS MARKETING LLC

website: www.getasmartdivorce.com

From: Jeff Fenton [mailto:Jeff@Meticulous.tech]

Sent: Wednesday, August 8, 2018 2:45 PM

To: Sandy Arons <sandyarons@getasmartdivorce.com>

Cc: Fawn Fenton <[REDACTED]> Fawn Fenton <[REDACTED]>

Subject: Marital Dissolution Agreement

Hello Sandy!

Do we get the Marital Dissolution Agreement from you or Fawn's attorney?

If from you, is it a blank form that we fill out, if so please send it, or do we need to wait for some computations that you are working on?

Please advise.

Thanks!

Jeff Fenton
METICULOUS.tech

Sent by my iPhone

EXHIBIT # 25

Jeff Fenton

From: Fawn Fenton <[REDACTED]>
Sent: Wednesday, May 2, 2018 5:20 PM
To: Jeff Fenton
Subject: Budget
Attachments: Fawn-Jeff Budget Apart 2018.pdf

2020 FEB 19 PM 1:14
FILED FOR ENTRY

Hello,

Attached is the "budget" that I believe is realistic for the upcoming year. With my salary as the only support, I actually come up short about \$110 per month. And this is without any other little things for either of us, at all. In real life, we each probably spend \$100 to \$200 per month on little discretionary extras here and there.

In the short term, I should be able to pay for everything listed on this sheet, except that the BofA Rewards card and the Capital One card will not have their balances paid in full like we usually do. I will have to see how things go over the next 2-3 months... if your expenses all go on the BofA rewards card, then the amount due for that card will go up, and the Capital One card (which I will continue to use) the amount due should go down. So maybe I can figure out how to pay in full one of those each month to avoid interest charges, but the other one will start to accumulate a balance with interest. So in a few weeks, I might see if I can find a new card with lower interest, for one of us to use. For example, if we want to get rid of the BofA Rewards card, then I could balance-transfer that one to a new lower interest card; and then I could pay off the Capital One every month, but only pay what I can afford on the new card, which will have a gradually increasing balance.

So, if you can contribute financially even a little, I would really appreciate it. I am not trying to "require" you to contribute, but just letting you know where I stand without you paying for anything (credit card debt will gradually increase over time.)

Let me know what you think.

Thanks,
Fawn

Fawn and Jeff Budget for Living Apart in 2018:

Sunnyside bills		Typ Monthly
1st-6th	Sunnyside Mortgage	\$ 1,850.00
26th-28th	Bancorp South (2nd Morg. SS)	\$ 210.00
1st-4th	Piedmont Gas	\$ 30.00
28th - 2nd	GeoAlarm & Monitronics	\$ 17.00
4th - 5th	Progressive Car Insurance (both)	\$ 135.00
23rd	NES Electric (varies)	\$ 241.00
20th - 23rd	Comcast	\$ 50.00
23rd	HVUD - Sunnyside Water	\$ 24.00
23-24th	AT&T Wireless	\$ 127.00
27th	Waste Industries (\$69 quarterly)	\$ 23.00
<hr/>		
Total SunnySide Bills		\$ 2,707.00
Sunnyside Bills n.i.c. mortgages		\$ 647.00

Other Fixed Sunnyside Expenses		
30th	Walden's Puddle	\$ 50.00
16th	Compassion International	\$ 38.00
18th	Netflix	\$ 16.00
	Pest Control (SS - \$60/qtr)	\$ 20.00
<hr/>		
Other fixed expenses		\$ 124.00

Sunnyside (Jeff) Variable expenses		
	Automobile Gas	\$ 40.00
	Pharmacy Scrips	\$ 30.00
	Food - Groceries	\$ 180.00
	Food - Take-Out	\$ 300.00
	Electronics/Software	\$ 20.00
	Personal Care (Haircuts)	\$ 25.00
	Postage-Delivery	\$ 5.00
	Toiletries	\$ 30.00
	Pet Food	\$ 20.00
	Pet Supplies	\$ 10.00
	Home Maintenance Misc.	\$ 20.00
<hr/>		
estimate SS/Jeff variable expenses		\$ 680.00
Budgeted SS/Jeff Costs:		\$ 3,511.00

Unpredictable Expenses:
 Pet Veterinary
 Doctor/Medical
 Clothing

Annual Expenses:	Yearly:	Monthly:
Sarah Nexguard	\$ 240.00	\$ 20.00
Sarah Hartgard	\$ 100.00	\$ 8.33
Sarah Annual Shots	\$ 200.00	\$ 16.67
Amazon Prime	\$ 120.00	\$ 10.00
Termite Contract	\$ 195.00	\$ 16.25
Buick LeSabre Tag Registration	\$ 125.00	\$ 10.42
Prius Tag Registration	\$ 76.00	\$ 6.33
<hr/>		
	\$ 1,056.00	\$ 88.00

,pay for with bonus? or save each month?

Fawn's Apartment bills		Typ Monthly
1st	Rent + Utilities	\$ 1,170.00
	Comcast/Internet	\$ 40.00
	NES Electric	\$ 150.00
<hr/>		
Total apartment bills		\$ 1,360.00

Other Fixed Fawn Expenses		
28th	Toyota Car Loan Payment	\$ 300.00
19th	Books on Tape	\$ 34.00
	Laundry	\$ 15.00
	Counseling for Fawn (2x/mo)	\$ 240.00
	Counseling for Jeff	\$ -
	Counseling Together (?)	\$ -
<hr/>		
Other fixed expenses		\$ 589.00

Credit Card Payments:		
	Ascend FCU	\$ 50.00
	BofA Platinum Card	\$ 200.00
<i>(CapOne and BofA-Rew. Paid full)</i>		
<hr/>		
Credit card payments		\$ 250.00

Misc. Fawn Variable Expenses		
	Misc Travel (Parking, Tolls)	\$ 5.00
	Automobile Gas	\$ 45.00
	Pharmacy Scrips	\$ 20.00
	Food - Groceries	\$ 250.00
	Food - Take-Out	\$ 150.00
	Toiletries	\$ 40.00
	Pet Food	\$ 20.00
	Pet Supplies	\$ 20.00
	Home Maintenance Misc.	\$ 10.00
<hr/>		
estimate Fawn variable expenses		\$ 560.00

Budgeted Fawn/Apt Costs:	\$ 2,759.00
Anticipated Total costs for both:	\$ 6,270.00
Fawn's Net Salary	\$ 6,160.00
Net monthly (deficit):	\$ (110.00)
Deficit over a year:	\$ (1,320.00)

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EXHIBIT #26

OPERATIONS REPORT

1. AGENCY WILLIAMSON COUNTY SHERIFF'S OFFICE		2. PERSON RECEIVING COMPLAINT: 2265 - Dep. Warren P. Cagle		3. DATE/TIME RECEIVED 04/22/2018 21:29 24 HR. CLOCK		5. TIME ARRIVED 21:38		7. CASE NUMBER 2018-9643		
				4. TIME DISPATCHED 21:29		6. TIME COMPLETED 22:25				
8. NATURE OF INCIDENT DOMESTIC-VERBAL - Event #1804060888										
9. LOCATION OF INCIDENT 1986 Sunnyside Drive, Brentwood, TN 37027										
				LOCATION CODE 01		REPORTING ZONE 1		DISPATCH ZONE/SECTION 1		
				PATROL ZONE/GRID 1			OTHER ZONE/BEAT			
10. VICTIM COMPLAINANT Fenton, Fawn - 1986 Sunnyside Drive, Brentwood, TN 37027										
ACCUSED										
VEHICLE										
11. ACTION TAKEN On 04/22/2018, at approximately 2138 hours I arrived at 1986 Sunnyside Drive, Brentwood, Tennessee, in reference to a Verbal Domestic call. Once on scene, I made contact with the complainant, Mrs. Fawn Tiffany Fenton. Mrs. Fenton she had informed her husband, Mr. Jeffery R. Fenton that she wanted a divorce. This led to a verbal dispute between Mr. And Mrs. Fenton. Mrs. Fenton felt unsafe as the argument escalated and contacted law enforcement. I spoke to both parties involved and concluded that the dispute was verbal only. Mrs. Fenton voluntarily elected to gather some belongings and go stay with a friend for a few days. FAWN CAME BACK TO THE HOUSE THE NEXT DAY, BY HERSELF, TO PICK-UP BUNNY HAY + WOOD CHIPS, PERFECTLY CALM, WHICH SHE COULD HAVE PURCHASED FROM ANY PET SUPPLY STORE FOR \$15.00. I CALMLY HELPED HER CARRY IT TO THE CAR, ASSISTING WITH ANYTHING ELSE SHE WANTED TO TAKE. THERE WAS NO FRICTION BETWEEN US, HER MIND WAS OBVIOUSLY MADE UP, I UNDERSTOOD AND ACCEPTED IT. I HELPED FAWN AS MUCH AS POSSIBLE, FOR THE MONTHS TO COME, AS SHE SLOWLY MOVED.										
12. CLASSIFICATION <input checked="" type="checkbox"/> General Police <input type="checkbox"/> Traffic <input type="checkbox"/> Emergency			13. HOW RECEIVED <input type="checkbox"/> Phone <input type="checkbox"/> On-View <input type="checkbox"/> Walk-in <input checked="" type="checkbox"/> Radio			14. DISPOSITION <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Complete <input type="checkbox"/> See Inv. Report			15. OFFICER ASSIGNED 2265 - Dep. Warren P. Cagle	
						16. OFFICER SIGNATURE		17. DATE PRINTED MO DAY YR 05 / 02 / 2018		

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Wednesday, May 02, 2018

Page 2 of 2

Others Involved

Seq. # 1	Person Type: Other	Involvement: Husband of Complainant	Name: Fenton, Jeffery R				
Home Address: 1986 Sunnyside Drive, Brentwood, TN 37027						Home Phone Number:	
Social Security Number:		Driver's License Number:	State:	Date of Birth:	Age:	Race:	Sex:

686

EXHIBIT #27

3/13/18, 5:42 PM to Fawn Fenton

2028 FEB 19 PM 1:14

FILED TO: **Hello.**

3/13/18, 5:42 PM from Fawn Fenton

Hello.

3/13/18, 5:51 PM from Fawn Fenton

**Sad day today.
I want divorce.
Met with lawyer to fill out papers.
Are you going to let me come home?
Will you damage property?
I sorry.**

3/13/18, 5:52 PM to Fawn Fenton

I would like for you to write on paper, everything that you expect for me to do, over the next 90 days, with specific realistic benchmarks, and then sign it.

That way it will end the emotional cyclone, whereby no matter what I do, it is never good enough for you.

Or what happens often, and is even worse, you charge me with a massive task in lieu of "working", then a very short while later you breathe hatred towards me, because I'm not "working" a "regular job".

You flip and flop back and forth, between telling me that you'd be pissed if I got a job this year, because so many other things like the finances, you claim are more important.

Then a day or two later, before I can get much traction, you do a complete 180 and curse me for not "working", and you and your family treat me like a "leach".

I need a very clear list of your expectations of me, along with a reasonable amount of time to complete them in, with your signed commitment that is "my share" for those 90 days. Please!

After which, maybe we'll try the same for another 90 days.

687

3/13/18, 5:54 PM to Fawn Fenton

Sad day for me too, I filed the deed and registered my car in my name again.

3/13/18, 5:55 PM to Fawn Fenton

I'm never going to hurt you. That's the craziest thing that I've ever heard!

3/13/18, 5:58 PM from Fawn Fenton

That's good, ty.
If I come home are you going to yell at me all evening?

3/13/18, 5:58 PM to Fawn Fenton

I just hope you didn't try to file for an "at fault" divorce, using lies and exaggerating threats, because then I'll have no choice but to tell the truth about everything.
The truth is the only context in which my side of the story makes any sense. No matter how much I want to protect you from the consequences of what you have clearly chosen to do... repeatedly... "buying the lie".

3/13/18, 5:59 PM to Fawn Fenton

That breaks my heart!

3/13/18, 6:02 PM to Fawn Fenton

I guess we know what you spent your Christmas bonus on.

3/13/18, 6:03 PM to Fawn Fenton

No, I won't yell.

3/13/18, 6:03 PM from Fawn Fenton

You and I both tell the truth. This is not about "believing the lie". It's because I can't live with the conflict any more.

3/13/18, 6:04 PM from Fawn Fenton

No I did not spend Christmas bonus on anything.

3/13/18, 6:04 PM from Fawn Fenton

My heart is broken too.

3/13/18, 6:05 PM to Fawn Fenton

It's about money Fawn... I hope you applied for a no fault divorce, instead of trying to blame me.

3/13/18, 6:07 PM from Fawn Fenton

**No it's not.
That's why this is un-resolvable.... you've made up your mind what the "truth" is, and you'll never believe me. You can't see.**

3/13/18, 6:08 PM to Fawn Fenton

If you were trying to apply for an order of protection and kick me out of my own house than that it is completely unfair I hope that's not what you're doing

3/13/18, 6:11 PM to Fawn Fenton

If you want a divorce, then you will get one. I'm no longer interested in reconciling with you, now that I truly understand how deeply your heart has betrayed me.

3/13/18, 6:11 PM from Fawn Fenton

**Not yet. No clear physical threats.
I am afraid of you, though, the yelling and verbal assaults affect me terribly.**

3/13/18, 6:13 PM from Fawn Fenton

I fd up and left my pod plugged in last night, and you found it and deleted a bunch of stuff. You read through my other docs?

3/13/18, 6:14 PM to Fawn Fenton

You have no reason to ever be afraid of me. All that I've tried to do is to protect you and help you reach the desires of your heart.

Any frustration I experienced, was because I had no idea, that you made your mind up months ago! And had already told others that you were divorcing me, while still lying to me, telling me that if I did xyz, we still had a chance.

3/13/18, 6:14 PM to Fawn Fenton

More than anything I feel completely betrayed.

3/13/18, 6:15 PM to Fawn Fenton

Not betrayed angry, just betrayed heart broken, that you've been so two-faced with me. That I was the last one to find out.

3/13/18, 6:17 PM to Fawn Fenton

You told me that you only went to one lawyer for one free consultation, when you schemed behind my back, to hit me as hard as you could, at my lowest possible point.

3/13/18, 6:17 PM to Fawn Fenton

It's like I don't even know you anymore.

3/13/18, 6:18 PM from Fawn Fenton

Yes, I'm so sorry, I did betray you. I have not made up my mind for months, though... I made up my mind on Feb 13, after we got in the fight over my car damage, and I saw how you absolutely would not tolerate me yelling back at you. After that (and the next day) I felt there is no hope, yelling is the only tool you have.

3/13/18, 6:21 PM to Fawn Fenton

That's so unfair! You intentionally, cognitively, chose to push me to my very edge, like some sort of intellectual experiment, then use the results to rationalize betraying me. I don't know who you are, except to look at your family.

You're certainly not the person that I fell in love with, or someone who has even shown me love in a long, long time.

3/13/18, 6:21 PM from Fawn Fenton

I was never planning to "hit you as hard as I could". I originally thought we could come to an agreement for a divorce. But after the car incident, you came completely unglued... texts... emails.... I got genuinely scared of you. I wanted only to keep the peace, because I felt like I didn't know you any more (either) and I didn't know what you were capable of.

3/13/18, 6:23 PM to Fawn Fenton

I need to drive, by cool springs, got emissions control test, went to register of deeds, went to county clerk, looking into opening a safe deposit box, I took your key last night and I no longer want you accessing my PO Box, ever please.

3/13/18, 6:24 PM from Fawn Fenton

I didn't "intentionally cognitively push you to the edge". I honestly didn't know how you would react... i hoped it would make you take a step back to see how damaging and fruitless yelling is.

3/13/18, 6:24 PM to Fawn Fenton

Now I need some money to hire an attorney... we were SO close... this is going to cost us both SO much...

3/13/18, 6:27 PM from Fawn Fenton

I know, may cost me everything. But I've decided it's worth it to get away from constantly having conflict at home. I cannot live this way.

3/13/18, 6:27 PM to Fawn Fenton

Fawn, be honest, you cognitively chose to physically escalate confrontations with me for a few months, because you had some crazy idea that would make me back down, when you KNOW that is the exact opposite of how I react to physical threats, getting in my face shouting, pointing, etc... it was all a big science experiment for you.

3/13/18, 6:28 PM to Fawn Fenton

I've told you a hundred times that my heart will do ANYTHING for you, but that you'll never BEAT anything out of me! That's not how I'm wired!

3/13/18, 6:29 PM from Fawn Fenton

No, see, I am being honest but you don't believe me. You've decided what the "truth" is, and nothing I say can convince you otherwise.

3/13/18, 6:30 PM from Fawn Fenton

I am always the deceitful liar, and you know the "truth". The End.

692

3/13/18, 6:31 PM to Fawn Fenton

I'm merely repeating what you told me, almost verbatim... about your science experiment of escalating conflict to see if I would back down.

I believe in the end, you're telling the truth about conflict being what you hate the most, but we were so close to so much of this stress being gone, and now you've made it 100 times worse...

3/13/18, 6:32 PM to Fawn Fenton

I wish you knew how to dream and speak life to yourself.

3/13/18, 6:32 PM from Fawn Fenton

It's all my fault.

3/13/18, 6:32 PM to Fawn Fenton

That's the one thing that I could never do for you.

3/13/18, 6:34 PM to Fawn Fenton

It's not all your fault, but how this ended, is certainly based upon choices that you made, which I had no part in or say about. I never would have chosen to discard you and our family!

3/13/18, 6:34 PM to Fawn Fenton

I'm pulled over on the side of the road. I need to drive before a cop comes.

3/13/18, 6:35 PM from Fawn Fenton

Ok. I want to come home too.

693

3/13/18, 6:36 PM to Fawn Fenton

Please figure out how you can transfer some cash to me, for your car, do I can hire a good attorney.
Now all our money will go to attorneys... when we were so close.
But you've clearly decided... months ago. I just was the sucker who never saw it coming.

3/13/18, 6:37 PM to Fawn Fenton

Are you serving me papers tonight? Or who will, when?

3/13/18, 6:37 PM from Fawn Fenton

I didn't decide months ago.

3/13/18, 6:37 PM to Fawn Fenton

Right before the scariest health procedure that I've done in years, tomorrow morning.

3/13/18, 6:38 PM from Fawn Fenton

I don't know exactly. .. Friday would be earliest; maybe next week. Waiting for lawyer to get back to me.

3/13/18, 6:41 PM to Fawn Fenton

I believe that you decided a long time ago... but that's my opinion. I need to drive. See you at home. I don't want to argue, do please don't try to rationalize or make me see your side, or understand why our lives will never be the same. Maybe it is worth it to you, and I hope so, but you broke my heart in ways that words can't even explain. It will never be worth it to me! (Because of losing you and my family, not any of the stuff.)

3/13/18, 6:42 PM to Fawn Fenton

So are you blaming me in the papers, or simply seeking a fair no fault divorce?

3/13/18, 6:43 PM to Fawn Fenton

Please put yourself in my shoes, and ask how you would survive this, if you were me.

3/13/18, 6:48 PM from Fawn Fenton

I know, I'm so sorry. I've tried to put up with the conflict for years, because I knew how devastated you would be if we broke up, and I didn't want to do that to you. But I just can't keep going, it's killing me inside.

3/13/18, 6:49 PM from Fawn Fenton

"Irreconcilable Differences."

3/13/18, 6:54 PM to Fawn Fenton

Conflict is always a choice. You can never have conflict without at least two people trying to dominate each other with their opinions.
Without two people committed to changing each other's minds, more than they are committed to the other PERSON.
You know a divorce isn't God's will for us, or the reason that he brought us together.
You want to keep all the good and throw away all the bad, when EVERYONE is a mixture of both good and bad.
That's what you could never accept. That your feelings aren't always accurate. That you are an emotional roller-coaster, especially since menopause began five years ago. You are relationally unable to commit to any path of progress, to believe there is ANY hope, to visualize and walk toward the light.
That breaks my heart! Since there isn't a dang thing that I can do about that!

645

3/13/18, 6:56 PM to Fawn Fenton

You refused to even TRY counseling... Instead you will throw away everything that we've built, just to go be lonely and hopeless again. How is that better? How is never rolling over to find me in the night, or never hearing my voice again, going to help you be happier?

3/13/18, 7:01 PM to Fawn Fenton

Gotta continue home... so sad! I can't believe that you would ever be afraid that I would hurt you, just because I don't want to be forced out of OUR dream!

I won't ever physically hurt you. I sure hope you're not trying to assassinate my character to help you win points or money in a divorce. Own your 50% of this problem, or at the very least try to seek professional help, or we can together, before throwing our marriage away!

3/13/18, 7:02 PM to Fawn Fenton

But I think it has more to do with your trip to Africa, and how that embarrasses you in front of your family, more than any dumb incident with your car.

3/13/18, 7:04 PM to Fawn Fenton

So how do I get a lawyer? I'm not going to go beg my mom for her last dimes.

3/13/18, 7:04 PM to Fawn Fenton

Kick a man while he is down...

3/13/18, 7:05 PM from Fawn Fenton

You keep guessing and assuming various reasons for my decision, and you don't believe what I say.

3/13/18, 7:05 PM to Fawn Fenton

You were all I ever wanted.

696

3/13/18, 7:07 PM to Fawn Fenton

You haven't told ME anything that comes close to justifying such an extreme, emotionally violent, family and life destroying event, such as a divorce.

3/13/18, 7:09 PM to Fawn Fenton

We certainly won't have "less conflict", unless you just prefer us crying every night and accepting that there is no hope, over just finishing what we started, so we could make it to the other side.

3/13/18, 7:09 PM from Fawn Fenton

It's the arguing. I can't take anymore. If that's not enough "justification" for you, well, you invent whatever other reasons you think.

3/13/18, 7:10 PM to Fawn Fenton

I don't know HOW you can rationalize that it is even possible for our lives to remain so conflict driven, if the greatest source of conflict was completely cured. That's not even rational to me.

3/13/18, 7:12 PM to Fawn Fenton

Then don't argue! What are you afraid of if you simply quit emotionally fighting me? Can it be worse?

3/13/18, 7:17 PM from Fawn Fenton

I have to try to stand up for myself, otherwise everything is your way. You think you know best, and you smother me.

3/13/18, 7:26 PM to Fawn Fenton

Every significant thing that I've ever bought or done was for YOU.

- 607

3/13/18, 7:26 PM to Fawn Fenton

That is a childhood wound from your mom, not me.

3/13/18, 7:28 PM to Fawn Fenton

This "sticking-up" for yourself, if that's what you call it, is what Kriss did, I guess.

3/13/18, 7:32 PM to Fawn Fenton

You completely consumed everything that I had, everything that I had to give, now you're discarding me.

3/13/18, 7:33 PM to Fawn Fenton

And somehow you call it "standing-up" for yourself.

3/13/18, 7:35 PM to Fawn Fenton

Just got home, puppy is lonely. Come home. I'm done discussing it for tonight. Can you please sleep in another bedroom? I can clean out the bigger one with my old bed, if you want. I don't expect to be taking that with me.

3/13/18, 7:35 PM to Fawn Fenton

So which attorney did you settle on?

3/13/18, 7:36 PM from Fawn Fenton

Ok.

698

3/13/18, 7:39 PM to Fawn Fenton

I hope you didn't assassinate my character, and make any dumb statements about one of my rants, which you know are just that. Wanting to say anything that will stir your heart, but completely unable to reach it.

3/13/18, 7:42 PM to Fawn Fenton

If you tried to portray a "one-off" fit as your daily reality, that would be so damaging, unnecessary, and untrue. Then you've started a massive brawl rather than seeking less conflict and more peace.

Please tell me that you didn't force me into that corner, to need to defend myself?

3/13/18, 7:43 PM to Fawn Fenton

Even in divorce, I will give you far more than you'll ever be entitled to take from me!

3/13/18, 7:44 PM to Fawn Fenton

It breaks my heart though!

3/13/18, 7:46 PM to Fawn Fenton

The misrepresentation, the carnage, the purposeless character assassination. Please let's both agree not to go that route!

3/13/18, 7:46 PM to Fawn Fenton

That only furthers Satan's desire to destroy us both!

3/13/18, 7:48 PM to Fawn Fenton

What happens if you back any creature in the world into a corner, while charging at them? Even our cute little possums.

- 699

3/13/18, 7:49 PM to Fawn Fenton

We can get divorced. You can buy me out of the house. We can try to workout something fair between us, just let's try to part as friends.

3/13/18, 7:51 PM from Fawn Fenton

Really? You'd cooperate?

3/13/18, 7:52 PM to Fawn Fenton

Everyone in your family thought that I did the right thing with your job, except you hated ME for it. That's when this began to evolve into something worse.

3/13/18, 7:52 PM from Fawn Fenton

I would want to stay your friend, there is so much I really do love about you, but I can't live with you any more.

3/13/18, 7:53 PM to Fawn Fenton

I'll work with you if you don't attack me. Otherwise you leave me little choice except to lay my life down for you, and I've already done that once....it hurts!

3/13/18, 7:55 PM to Fawn Fenton

That's so nuts! I don't know if I could "stay" your friend, but at least I'd like to part that way.

3/13/18, 7:55 PM to Fawn Fenton

I really hope they find a big brain tumor tomorrow!

700

3/13/18, 7:56 PM to Fawn Fenton

I'd rather just die right here at home than need to figure out what is next.

3/13/18, 7:57 PM to Fawn Fenton

I don't want to leave.

3/13/18, 7:58 PM to Fawn Fenton

I don't have anywhere else to go.

3/13/18, 7:58 PM to Fawn Fenton

I gambled everything on this.

3/13/18, 7:58 PM from Fawn Fenton

I thought you would hate me for this, and you would make me as miserable as possible to get back at me.

3/13/18, 7:59 PM to Fawn Fenton

Your family won!

3/13/18, 7:59 PM to Fawn Fenton

You obviously don't even know who I am.

3/13/18, 8:00 PM to Fawn Fenton

My grandmas painting, my grandpas pool table.

3/13/18, 8:00 PM from Fawn Fenton

You forced me to choose. So yes, my family won.

3/13/18, 8:00 PM to Fawn Fenton

I'm never going to take them with me.

3/13/18, 8:01 PM to Fawn Fenton

I didn't force you. You were supposed to be my wife! They've had their chance at mates!

3/13/18, 8:02 PM to Fawn Fenton

Now we get to be just as miserable!

3/13/18, 8:02 PM to Fawn Fenton

You wouldn't have chosen them over me in the beginning.

3/13/18, 8:02 PM to Fawn Fenton

You wouldn't have!

3/13/18, 8:03 PM to Fawn Fenton

You probably would have agreed with me.

3/13/18, 8:04 PM from Fawn Fenton

That was 13 years ago. A lot has changed.

3/13/18, 8:04 PM to Fawn Fenton

I'm not going to tell anyone about this. Not my mom, not anyone. So please don't tell anyone I'm forced to see, like our neighbors, until I am gone forever.

3/13/18, 8:05 PM to Fawn Fenton

Once I figure out where to go and how to support myself again

3/13/18, 8:06 PM to Fawn Fenton

You weren't supposed to leave me and cleave to your family. That is the opposite of what the Bible teaches.

3/13/18, 8:06 PM to Fawn Fenton

It was time to leave them and cleave to me.

3/13/18, 8:08 PM to Fawn Fenton

If you put anything hurtful or damaging in the divorce papers, please have that part taken out, before I am served, and we can skip the whole destroying each other part.

3/13/18, 8:08 PM from Fawn Fenton

I really really tried to cleave to you, but the conflict has always been toxic to me. I can't take any more.

3/13/18, 8:09 PM to Fawn Fenton

Just make it unreconcilable differences, and we can try to figure out terms. It will never help me give you more to have some asshole lawyer trying to beat it out of me. Then it's just a sport, and you mean a lot more to me than that.

3/13/18, 8:10 PM to Fawn Fenton

We were on the hardest fucking year! When you need to cleave the most, not the least!

3/13/18, 8:11 PM to Fawn Fenton

You haven't really tried to cleave to me for a long long time.

3/13/18, 8:12 PM to Fawn Fenton

You would buy food, cook something, or try to do something that you thought that you ought to do. You have served me often, but I can't remember the last time that you cleaved to me.

3/13/18, 8:12 PM from Fawn Fenton

Ok i will call lawyer tomorrow and tell him I want to revise the petition, if you will try to work with me.

3/13/18, 8:13 PM to Fawn Fenton

Ok... no mean shit! We don't need to destroy each other more than we already have and are.

3/13/18, 8:15 PM to Fawn Fenton

Now try to figure out how I can have a life again, and I won't even hire an attorney, if you can be fair.

3/13/18, 8:17 PM to Fawn Fenton

But I never want to hear from your attorney, negotiate with him, or talk to him. I never want to need to tell him, or anyone else my story. I'll only negotiate peacefully with you.

3/13/18, 8:19 PM to Fawn Fenton

If someone comes at me hard I have nothing left that I care about, to lose. It's conflict for sport then, and still I'll never physically harm you or our pets... that was such bullshit!

3/13/18, 8:19 PM from Fawn Fenton

Ok. Thank you. I was truly afraid you would be blinded by rage and hurt, (understandably so).

3/13/18, 8:20 PM to Fawn Fenton

I'm the gentle est person that you've ever known with pets. I couldn't believe you would say such hurtful things about me!

3/13/18, 8:21 PM to Fawn Fenton

I am hurt... my family and my life just ended... but that never causes me to want to hurt the ones I love. I don't understand why nobody gets that.

3/13/18, 8:23 PM from Fawn Fenton

I didn't say anything, you said everything yourself. I never ever thought you might hurt me, until now; after the texts and emails, I thought you might be capable of anything.

3/13/18, 8:28 PM to Fawn Fenton

If you sue me for a divorce, than I must get an attorney, and regardless of what outlandish claims you make, and the shit I'm forced to resort to in order to even somewhat fairly defend myself, we all know that in the end you are going to HAVE to pay both our legal fees, because I don't have any money.

Surely it's not going to be to your benefit for me to be forced to justify why I have no job, credit, or money to the courts. So don't put me in that position!

You think up what is a FAIR offer all on your own (without dickhead attorney), then you present it yourself to me, and we discuss the pros and cons for us each.

When we have agreement (hopefully in a few weeks), then we'll go to same attorney together, even if different one, and do cheap "no fault" divorce.

3/13/18, 8:29 PM to Fawn Fenton

Fighting in courts takes MONTHS and the only ones it benefits are the attorneys.

3/13/18, 8:30 PM to Fawn Fenton

I don't want to spend the last of our time together that way.

3/13/18, 8:30 PM to Fawn Fenton

Just try to figure out what happens to me...

3/13/18, 8:32 PM to Fawn Fenton

I can't chat anymore... crying too hard, can't breathe, need to see pets while I can, and phone battery about dead. Thanks

3/13/18, 8:33 PM from Fawn Fenton

Ok. I actually had been trying to think of a reasonable offer for you at first (before the texts) so it won't take me long to do that now.

3/13/18, 8:34 PM to Fawn Fenton

Just fire your attorney, have him return the rest of your retainer, and we'll get cheap \$700 divorce, once we figure out how to fairly split stuff, without publicly airing dirty laundry and destroying each other. Please.

3/13/18, 8:34 PM from Fawn Fenton

Ok. Me crying too.

3/13/18, 8:35 PM to Fawn Fenton

We'll get an "us" attorney. Just like this used to be an "us" house, and an "us" family

3/13/18, 8:38 PM from Fawn Fenton

My attorney can do it. Initial retainer is non-refundable. (Two attorneys actually, partners.)

3/13/18, 8:38 PM to Fawn Fenton

I bet Ken is excited! And your mom!

3/13/18, 8:41 PM to Fawn Fenton

I don't want to speak to attorneys, go to court, or have anything damaging said about either of us.

3/13/18, 8:42 PM from Fawn Fenton

I was so convinced you were going to try to destroy me, I was too afraid to ask you for an agreement.

3/13/18, 8:42 PM to Fawn Fenton

You and me work it out, then I don't care who writes it up, but they must change roles to be a "facilitator", rather than being your "agent", while I have no legal representation.

3/13/18, 8:43 PM to Fawn Fenton

You don't even know who I am, sadly

3/13/18, 8:47 PM to Fawn Fenton

Only reason I deleted tax docs off your drive today, is because they were unencrypted... openly exposed... removed from our home encryption server and left out in the open.

I left everything else which appeared to be your calculations, summaries, drafts, divorce work, etc..

Not trying to remove damaging stuff, as obviously your brother has helped you, along with his email he setup for you.

I feel betrayed by him too, after what you just told me that he and your dad said about sticking it out last weekend.

3/13/18, 8:49 PM to Fawn Fenton

But more than anything, it all just broke my heart, and showed me how far off my bartomeyer is with where you are at.

3/13/18, 8:51 PM to Fawn Fenton

The exact reasons that I've been freaking out and blocking you out of the server was dead on, but sadly a couple months late. Some of those correspondences date back to January.

3/13/18, 8:51 PM from Fawn Fenton

That's been hard for me for a long time.... you always thought you knew where my heart was, but you didn't, and no matter what I said, you couldn't hear me.

3/13/18, 8:52 PM to Fawn Fenton

It broke my heart, but I knew I had to file the deed and title before you served me papers, because then you're legally paralyzed.

3/13/18, 8:53 PM from Fawn Fenton

Filing deed and car is fine. Doesn't really change anything.

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PLEASE KEEP IN MIND MY ADA REQUEST ON FILE. THIS DOCUMENT IS ONLY IN DRAFT FORM, BECAUSE I DON'T HAVE ENOUGH TIME OR THE ABILITY TO CONCISELY ARTICULATE THE DEPTH AND BREADTH OF FRAUD I HAVE EXPERIENCED.

MS. STORY WOULD SAY ONE THING BEFORE COURT, SOMETHING TOTALLY DIFFERENT IN COURT, AND SOMETHING COMPLETELY OPPOSITE AFTER LEAVING THE COURT. WHILE AS A PRO SE IN THE 21st JUDICIAL DISTRICT, I WAS DENIED THE ABILITY TO PARTICIPATE IN THE PROPOSED/AGREED ORDER PROCESS.

EVEN IF I CAN'T OUT-FIGHT TWO CORRUPT(ABLE) ATTORNEYS AND ONE CORRUPT(ABLE) JUDGE, I SHOULD STILL BE ALLOWED TO SURVIVE AND PROVIDE FOR MYSELF, AFTER THE COURT, UNJUSTLY, TOOK EVERYTHING I OWNED.

THERE ARE BOOKMARKS THROUGHOUT THIS DOCUMENT, WITH CHRONOLOGICAL CONVERSATIONS. SINCE I CAN'T WRITE AN "APPELLANT BRIEF", DUE TO THE ABSURD LEVEL OF FRAUD, MY GOAL HERE IS TO LINE-UP ALL CONVERSATIONS WITH MS. STORY, BOTH INSIDE AND OUTSIDE COURT, TO CLEARLY SHOW HER FOUL-PLAY.

THIS DOCUMENT IS NOT FINISHED, BUT IF YOU LOOK AT THE PORTION FROM THE 8/1/2019 HEARING, TO THE FRAUDULENTLY BASED "DEFAULT" JUDGMENTS, IT IS CLEAR THAT MS. STORY BROKE EVERY SINGLE OATH OF OFFICE AND A SLEW OF FEDERAL LAWS, TO LITERALLY HARM ME AS MUCH AS POSSIBLE.

THIS IS IMMEDIATELY DUE IN COURT, SO I AM FILING THIS WITHOUT FINISHING IT FIRST. IF NOTHING ELSE, PLEASE LISTEN TO THE AUDIO RECORDING FROM 8/29/2019, WHILE FACT CHECKING EVERYTHING THAT VIRGINIA LEE STORY AND CHANCELLOR MICHAEL W. BINKLEY SAID, WITH THE PREVIOUS HEARING AND JUDGMENT ON 8/1/2019.

PLEASE SEE MY APPELLATE RECORD FOR A BETTER EXPLANATION. EMERGENCY JUDGMENT NEEDED TO SET ASIDE, STRIKE, OR OVERTURN & EXPUNGE THE DEFAULT "ORDER OF PROTECTION" AND UNJUSTIFIED 5-YEAR EXTENSION, SO THAT I CAN PASS A BACKGROUND CHECK TO WORK FROM HOME. CRITICALLY NEEDED TO SUPPORT MYSELF, DURING THIS COVID PANDEMIC!

BY ATTORNEY'S AGREEMENT, THE "OP EXPARTE" WAS ALLOWED TO REMAIN IN PLACE, UNTIL THE DIVORCE WAS FINAL. I FORFEITED A HEARING, UNDER THE CONDITION THAT UPON THE FINALIZATION OF OUR DIVORCE, THE HEARING WAS WAIVED AND THE "OP" AS WELL AS THE "OP EXPARTE" WOULD BE IMMEDIATELY DROPPED!

MS. STORY REPEATEDLY SAID, THIS WAS SPECIFICALLY TO PREVENT HARMING MY EMPLOYMENT RECORD/OPPORTUNITIES, ACKNOWLEDGING THAT I NEED TO OBTAIN EMPLOYMENT A.S.A.P. BECAUSE MY WIFE COULD NO LONGER PROVIDE SUPPORT, AS PREVIOUSLY PERFORMED AND PROMISED. HAVING VOLUNTARY BEEN OUR FAMILY'S PRIMARY BREADWINNER FOR OVER A DECADE, & HAVING PREVIOUSLY PROMISED ALIMONY OF \$21,000 PER YEAR FOR A DURATION OF 6-YEARS, AS "TRANSITIONAL ALIMONY".

TO DEPRIVE ME OF MY SHELTER (WITHOUT DUE PROCESS) AND EVERY FORM OF SUPPORT, WHILE SIGNIFICANTLY DAMAGING MY ABILITY TO WORK AND SUPPORT MYSELF; WHEN I HAVE NEVER POSED A PHYSICEAL THREAT, THAT IS CRUEL AND INHUMANE!

1 COMES NOW the Appellant/Ex-husband, Jeffrey Ryan Fenton, representing
2 myself "Pro Se" in this matter, not being able to afford legal counsel, submitting this
3 objection to the "Appellee's Response to Appellant's Motion to Supplement and Correct
4 the Record", stating as follows:

5 First, I request any consideration which the Court is able to allow me under
6 Judicial Branch Policy 2.07 for my disabilities (filed with the COA on 7/8/2020 and
7 attached hereto separately, as instructed for confidentiality), as well as due to my poverty
8 and my forced relocation to Michigan, both subsequent to the actions of Ms. Fawn [REDACTED]
9 Fenton, Attorney Virginia Lee Story, along with the rulings of the Williamson County
10 Chancery Court.

11 **OF IMEDIATE EMERGENCY NEED:** the fraudulently obtained OP Exparte’,
12 with the craftiness and connections of Ms. Story (while Ms. Fenton’s previous attorney
13 said it was neither legally justifiable nor ethical, since I have NEVER THREATENED TO
14 HARM HER (or anyone), no priors, had never been arrested in my life, had zero calls for
15 domestic disturbances, and had not even received a TRAFFIC CITATION during my 25-
16 years as a Tennessee Citizen! Yet, thanks to Ms. Story’s coaching, Ms. Fenton’s FALSE
17 testimony (which without a trial or motion for default, I was NEVER allowed to DEFEND
18 myself against (which is ILLEGAL for an OP!), while believing this matter SETTLED per
19 our agreement between Attorney’s made on 8/1/2019).

20 Additionally.... Provide AFFIDAVIT about OP.

21 Regretfully, despite my attempts, I am UNABLE to WRITE a BRIEF without one
22 of two things: either COUNSEL to help me, or ENOUGH UNINTERRUPTED TIME,
23 WHILE MY INTERESTS ARE NOT THREATENED, to try again to write one. Once I get
24 anywhere near a “DEADLINE”, my mind becomes a BLUR, where I can’t even remember
25 why I am sitting in front of my computer, or what point I was trying to make, or what
26 information I was referencing... with twenty browser windows open, with just as many
27 folders and PDF files simultaneously open, as I research and try to put the pieces together
28 to present to the Court.

29 For a day or two BEFORE my DEADLINE (since it has such tremendous
30 implications for my life and my future), my mind becomes like standing outdoors in a
31 BLIZZARD. Trust me, I wish that it were not that way. Likewise, once I MISS a
32 DEADLINE, I have no ability to “keep trying” to turn it in “late” simply HOPING that it
33 MIGHT be accepted. I would be constantly DISTRACTED & FIXATED upon watching the

34 Court's website for a Judgment to be handed down, crushing my attempts once again,
35 while my mind is in a frenzy, unable to focus or concentrate upon a single line I wrote.
36 (So if the Court elects to grant me any extra "grace" or TIME, **please clearly NOTIFY**
37 **me**, so that I know, understand, and can TRY to take advantage of that, because without
38 that knowledge, in my mind, I'm already defeated, beyond being able to focus, and have
39 quit trying, while researching my next potential action of recourse.

40 I KNOW beyond a shadow of a DOUBT that both Ms. Story and the Court have
41 done me a TREMENDOUS harm & injustice here! It is my earnest BELIEF that I have
42 provided the COA with MORE than enough EVIDENCE of ERROR, ABUSE, BIAS,
43 DISCRIMINATION, NEPITISM, COLLUSION, and even CORRUPTION by
44 CHANCELLOR MICHAEL W. BINKLEY and ATTORNEY VIRGINIA LEE STORY, to
45 substantiate providing me with COUNSEL as the MINIMUM REASONABLE
46 ACCOMODATION TO AID ME IN THE RESTORATION OF MY PERSON
47 CONSIDERING THE LITTERAL CRIMES WHICH I HAVE SUFFERED (AS PROVEN)
48 AT THE HANDS OF THE COURTS MOVE COURT'S MORE UNWIELDLY,
49 UNRESTRAINED, UNACCOUNTABLE, CONTRAVERSIAL, CONIVING, AND
50 COLLUSIVE OF MEMBERS, WHICH HAS DRAWN NATIONAL SCRUTINY IN THE
51 PAST FROM TOP JUDICIAL ETHICS AUTHORITIES, DECLARING THAT SUCH
52 COLLUSION WAS A RECIPE FOR DISASTER, JUST WAITING TO HAPPEN! While I
53 have IRREFUTABLE PROOF that it HAS HAPPENED, to ME, yet NOBODY in the
54 COURT OF APPEALS wants to take time to INVESTIGATE my CLAIMS or even WEIGH
55 MY TESTIMONY ON RECORD AND THE HUNDREDS OF PIECES OF CLEAR AND
56 CONVINCING EVIDENCE WHICH I HAVE PROVIDED TO THE COURT OF APPEALS!

57 I believe that Closing my case without TAKING ACTION is a cowardly act of
58 disrepute, collusion, corruption, and/or cover-up making any JUDGE who elects to DO
59 SO, GUILTY at the very least as an ACCESSORY TO THE CRIMES OF JUDGE BINKLEY
60 AND ATTORNEY VIRGINIA LEE STORY!

61 and corruption, to turn away from the OBVIOUSLY INJURED PARTY without
62 protecting them, assisting them, or providing them ANY RELIEF, is in direct violation of
63 the TENNESSEE CANON OF JUDGES, as well as the CONSTITUTION OF THE STATE
64 OF TENNESSEE!

65
66 CANON CONSIDERING THE CRIMES WHICH I HAVE LITTERALLY
67 SUFFERED AT THE HAND'S OF THE COURT'S ELITE TO HELP CURE as a
68 "REASONABLE ACCOMODATION FOR MY DISABILITY" and/or as a "RULE 36:
69 RELIEF; EFFECT OF ERROR." Yet the Tennessee Court of Appeals has refused me ANY
70 assistance other than additional TIME (which has now run out). Per my ADA "Request
71 for Modification" form, I expected that I needed:

72 **"Procedural and Technical Flexibility, Additional TIME for Deadlines**
73 **to Self-Represent by Necessity, Communication Modifications due to COVID-**
74 **19 and Excessive Mailing Times to Michigan, Judgment Based Upon the**
75 **LAWS – not just the Technical Codes which I am Knowledgeable about, or**
76 **able to Research and Cite (ignorance about the law is no excuse for breaking**
77 **it, hence it shouldn't be for being protected by the law either). Please Judge**
78 **based upon the SPIRIT of the Law, not just the Technical Manipulation of**
79 **Words used to Express, Define, and Communicate it."**

80 Regretfully, I have not found any “Procedural and Technical Flexibility” to allow
81 me to Supplement or Correct a SINGLE detail on my Record yet (even though I was
82 denied an opportunity to participate in my own trials by phone as promised, to provide
83 any evidence beyond my “ONE-AND-DONE” filed and ignored by the Court on
84 8/29/2019, while deceptive DEFAULT JUDGMENTS were levied against me on both
85 counts instead!) I have not been allowed to include the “SMOKING GUN” Audio
86 Recording and Certified TRANSCRIPT OF EVIDENCE provided by Tennessee Licensed
87 Court Reporter Emily L. Sipe, RPR, LCR No. 608, with Harpeth Court Reporters. (Whose
88 services were PROCURED by CHANCELLOR MICHAEL W. BINKLEY HIMSELF!) I
89 cannot understand a legal or ethical reason to exclude the most self-reliant, self-
90 explanatory, and critical piece of certified, licensed, and verifiable EVIDENCE proving
91 THE JUDICIAL CORRUPTION that took place during that trial on 8/29/2019.

92 Ms. Story and Chancery Court can play games, denying that REAL EVIDENCE
93 from consideration in their files, but the TRUTH is the TRUTH, which can and will
94 NEVER change! While the TRUTH SHOWS unequivocally without me speaking a WORD,
95 that THEIR ACTIONS (Binkley/Story) in that Court Room were ILLEGAL, BULLYING,
96 COERCING, MALICIOUS, DISCRIMINATING, EXCESSIVELY BIAS, and ultimately
97 CORRUPT! Much like Judge Michael W. Binkley’s benefactor who once dismissed his
98 CRIMINAL charges and EXPUNGED MICHAEL W. BINKLEY’S CRIMINAL RECORD,
99 while now they have gotten away with not only depriving me of MY PROPERTY, and MY
100 CONSTITUTIONAL RIGHTS, but MY LIFE AS WELL, without anything remotely
101 resembling an “IMPARTIAL TRIBUNAL” or “DUE PROCESS”!

102 Someday, that AUDIO RECORDING from the 8/29/2019 trial, which I BEGGED
103 YOU (COA JUDGE ASSIGNED TO MY CASE) TO SHARE WITH THREE COA
104 JUSTICES, so that JUST ONE CORRUPT COURT OF APPEALS JUDGE COULD NOT
105 SWEEP IT UNDER THE RUG TO PROTECT ONE OF THEIR FRIENDS, CHANCELLOR
106 MICHAEL W. BINKLEY AND/OR ATTORNEY VIRGINIA LEE STORY, but you scoffed
107 at me and REFUSED!

108 TO watch someone being MURDERED (litigiously abused beyond benefit to
109 ANYONE, purely for SPORT and DOMINATION), while refusing to offer them the
110 slightest bit of HELP, unless they are able to first WRITE A LEGAL BRIEF and beat one
111 of the Midstate's most influential, skillful, and corrupt attorneys in a JOUST in the middle
112 of the COLLESEAM, seems extremely archaic and inhumane to me! If I could beat her in
113 a JOUST, then I would have had no need for the Court of Appeals! Is there NO JUSTICE
114 for everyone who isn't ABLE to WRITE A LEGAL BRIEF? Because I have a recorded
115 conversation with Attorney JOHN COKE who admits how TECHNICALLY
116 CHALLENGING it is EVEN for a LICENSED ATTORNEY, so how are the REST of US
117 supposed to obtain JUSTICE in the State of Tennessee? Do the RICH just get to do
118 WHATEVER they want, under "color of law", or by financial and litigious BULLYING with
119 the help of their wealthy, connected, powerful, and influential FRIENDS?

120 IF that is true, then according to the Constitution of the State of Tennessee, we
121 should DISBAND and REBUILD the entire JUDICIARY from the GROUND UP! If you do
122 not SERVE the average TENNESSEE CITIZENS, then you need to quit being
123 EMPLOYEED and PAID by the average TENNESSEE CITIZENS! We do not provide you
124 with SIX-FIGURE INCOMES and PRIVATE BATHROOMS in each of your offices, just so

125 that you can LOOK DOWN at those of us who make substantially less. Nor to TREAT US
126 ONE BIT DIFFERENTLY THAN YOU WOULD TREAT ANY OF YOUR PEERS!

127 Your words only CARRY WEIGHT as long as the average CITIZENS of this Great
128 State remain BEHIND YOU, and LIFT YOU UP! While so far in my experience, despite
129 obscenely overwhelming EVIDENCE of harm, abuse, collusion, and even corruption in a
130 trial court which refuses even the simplest measures of transparency and accountability.
131 I have sought out every nook and cranny of Tennessee Legal Resources for the
132 SLIGHTEST BIT OF HELP, to CLEARLY HELP FIX A WRONG, yet I cannot find
133 JUSTICE anywhere around me, and it certainly is not LIFTING ME UP! Rather CRIMES
134 posed as Justice have robbed, raped, and held me DOWN for nearly a YEAR AND A HALF
135 NOW!

136 But does ANYBODY CARE? Or that still requires a DUAL in the COLLESEAUM
137 before any of the JUDICIAL ELITE can watch the show, and decide upon a VICTOR?

138 If you saw another JUDGE and ILLREPUTED ATTORNEY like Virginia Lee Story
139 LYNCHING AN UNKNOWN CITIZEN, WITH NO CRIMINAL RECORD, IN THE BACK
140 ALLEY BEHIND THE COURT HOUSE, don't you have a LEGAL and ETHICAL
141 OBLIGATION TO DO SOMETHING ABOUT THAT? Even if the GUY being LYNCHED
142 isn't educated, wealthy, qualified, or able to FILL OUT A LEGAL BRIEF TO ARGUE in
143 the COLLESEAM against Abusive Attorney Virginia Lee Story THAT HE WAS BEING
144 HORRIFICIABLY ABUSED WITH UNDUE CAUSE?

145 Where does COMMON SENSE, CARE, IMPARTIAL JUSTICE, and using your
146 FIVE SENSES become more IMPORTANT or a GREATER RESPONSIBILITY than
147 rejecting every motion to supplement and correct the record, and demanding a Legal

148 Brief? That does not take a JUDGE, a first year CLERK could do EVERYTHING which I
149 have experienced so far from the great Middle Tennessee Court of Appeals!

150 While I ACTUALLY BET that a FIRST YEAR CLERK, would have taken the TIME
151 and still CARED enough about JUSTICE (before becoming jaded and indebted to the
152 “system”) to LISTEN TO THE HORRIFIC AUDIO RECORDING from my trial on
153 8/29/2019, as I begged you ALL to do, while comparing every word spoken by Judge
154 Binkley and Attorney Story to the previous court Transcripts and Court Order from
155 8/1/2019, as I told you THAT ALONE WILL PROVIDE ENOUGH EVIDENCE OF FOUL
156 PLAY TO RULE A MISTRIAL ON EVERY COUNT!

157 I bet the FIRST YEAR CLERK would TAKE ACTION upon the KNOWLEDGE of
158 CRIMES, COLLUSION, and CORRUPTION taking place in Middle Tennessee
159 Courtrooms under the GUISE of JUSTICE, rather than refusing, scoffing, admonishing
160 the abused, and refusing any assistance or relief for the PARTY ILLEGALLY INJURED
161 BY THE COURT ITSELF AND THEIR CRONIES!

162 So YES, I am EXTREMELY DISAPPOINTED in the LACK of CARE for the
163 PERSON and EVEN a lack of care about JUSTICE being served, and accountability by
164 your peers, and those operating under your command, whom you REFUSE to hold
165 accountable, unless I have the SKILL, EDUCATION, MONEY, ENDURANCE, and TIME
166 to FORCE THE COA TO TAKE ACTION, after defeating my tormentor in the
167 COLLESEAM for your entertainment and leaving you no alternative but to back the last
168 man standing!

169 That is NOT called “JUSTICE” though! While there IS NO HONOR in it! HONOR
170 takes ACTION BY ITS OWN VOLITION (without demanding anything prior or in return),

171 to protect those who CAN'T PROTECT THEMSELVES from the PREDATORS in
172 SOCIETY (legal or otherwise)! Whether that be a local Ponzi scheme cheating Citizens out
173 of their hard-earned retirement funds. A dishonest attorney, who knows HOW to leverage
174 the LAW, contrary to the SPIRIT of the Law, to cause HARM rather than to PROTECT
175 the general population. Or a Trial Court Judge in Beautiful FRANKLIN TENNESSEE,
176 who you accidentally SEE setting up his GALLOWS in the back alley before presiding over
177 Court for the first half of his day, with the lynchings scheduled for later in the afternoon.

178 I'm SORRY, we still NEED that "APPELANT BRIEF" before WE HAVE THE
179 AUTHORITY (incentive, motivation, care) TO TAKE ACTION TO PROMOTE JUSTICE
180 OR PROTECT THE INNOCENT FROM GREATER UNWARRANTED HARM!

181 RULES AND PROCEDURES, yes, we have them for a REASON! But we also have
182 EXCEPTIONS for them in EVERY CASE, so that JUSTICE WILL NEVER be LOST due to
183 PROCEDURES! The Rules of Appellate Procedure have Rule #2, which I sought relief
184 under, but was denied. The Tennessee State Constitution as well as the CANON of Judges
185 in Tennessee, also BOTH have FRAMEWORK, CODE, LAWS, AND A PATH THAT
186 REGARDLESS OF ANY RULE OR PROCEDURE, THAT NONE IS MORE IMPORTANT
187 THAN JUSTICE AND ANY CAN BE DISCARDED, IGNORED, OR SKIPPED IN ANY
188 SITUATION NECESSARY TO BRING ABOUT JUSTICE AND TO ALLOW A PERSON OF
189 JUDICIAL AUTHORITY TO TAKE ACTION TO RIGHT A WRONG, TO MITIGATE
190 DAMAGES, TO PROVIDE RELIEF TO THE SUFFERING, TO HOLD ACCOUNTABLE
191 THE WILD AND UNTAMED LITIGATORS WHO ARE ABUSING THEIR POWER<
192 THEIR KNOWLEDGE, THEIR RELATIONSHIPS, AND THEIR OFFICES TO HARM
193 INNOCENT PEOPLE! That is a JUDGE whom I will respect and address as "YOUR

194 HONNOR"! **Please tell me, WHERE can I find him or her?** For I need leave
195 **immediately!**

196
197 If I required no LEGAL INTERVENTION to help me obtain JUSTICE, so that I can
198 merely WORK and FEED MYSELF AGAIN, after Williamson County illegally STOLD
199 EVERYTHING IN MY LIFE FROM ME, with EXCESSIVE and UNJUSTIFIED FORCE,
200 unconscionably argued for by intentionally presenting LIE AFTER LIE, which I fought to
201 CORRECT, but Chancellor Binkley did not even PRETEND to be UNBIASED anymore!
202 He certainly possessed absolutely NO OBJECTABILITY whatsoever, which is a strict
203 violation of the Judicial Canons. He didn't care at all about projecting the image of
204 impropriety and favor as he stood back leaning against his pulpit and allowed MS. STORY
205 to REQUEST/DICTATE EVERY SINGLE WORD OF THE COURT ORDER, VERBATIM,
206 without granting me ANY consideration!

207 Without even HONORING he PREVIOUS Judgment, or what was said during our
208 previous hearing on 8/1/2019. Without providing ANY ACCOUNTABILITY about the
209 CONSTANT FLOW of deceptive, fraudulent, malicious litigation which flowed from Ms.
210 Story's mouth! While pretending NOT to remember that Ms. Story's own Complaint for
211 Divorce said very clearly that

212 **ALL OUR PROPERTY HAD BEEN DIVIDED....**

213 While the Court of Appeals has now provided COVER for Chancellor Binkley and
214 Attorney Virginia Lee Story, and in doing so, become accomplices to their CRIMES and
215 JUDICIAL CORRUPTION!

216 had out DUE PROCESS then Chancellor Binkley's Corrupt Rulings would do just
217 fine. To me, there seems to be NOTHING of higher value to the PURPOSE of the Appellate
218 Court than to have **ALL the EVIDENCE necessary to convey a fair, accurate and**
219 **complete account of what transpired in the trial court** with respect to those issues
220 that are the bases of appeal. (RULE 24(g)) Yet my cries have fallen upon deaf ears.

I will be filing CRIMINAL CORRUPTION charges against Chancellor Michael W. Binkley, Attorney Virginia Lee Story, and possibly Attorney Mary Elizabeth Ausbrooks and Trustee Henry Edward Hildebrand, III for facilitating BANKRUPTCY FRAUD! (Which will also get me OUT of the JUDICIALLY CORRUPT State of Tennessee, to the United States Court of Appeals for the Sixth Circuit, where all indigent Pro-Se litigants are provided with FREE Counsel. That is where I HOPE to FINALLY find my first UNBIASED TRIBUNAL! Where I will seek damages as high as the Court will allow from the State of Tennessee for their DISDAIN for the Constitution of the United States of America, and the Courts being full of Corrupt unaccountable MOBSTERS rather than conscionable public servants! I will likewise seek 6 figure punitive damages by Ms. Story and Ms. Ausbrooks for deceptively conspiring to illegally DEPRIVE ME OF MY PROPERTY, without notice or an opportunity to save or redeem it. For hiding my financial investment in our home and my JOINT OWNERSHIP of that property in every way imaginable, except for whose name was on the MORTGAGES!

For LIEING and saying that OUR HOME (where the totality of my premarital 401k retirement funds, plus the proceeds from my premarital home were invested), where I spent almost a decade performing \$200k of CORE IMPROVEMENTS to the property, and IF ANYONE HAD

A GREATER OWNERSHIP INTEREST IN THAT PROPERTY BETWEEN MS. FENTON AND MYSELF, IT WAS ME!

While both Counsel colluded to LIE to both State and Federal Courts about that. While also lying about Ms. Fenton's VOLUNTARY ROLE and COMMITMENT as our family's PRIMARY BREADWINNER, with her MIT education and professional degree as an Architect! Ms. Fenton spent the past decade BUILDING HER CAREER while doing little if ANYTHING to improve our home, while I invested the majority of the past decade of MY LIFE investing my TIME and MONEY into customizing and IMPROVIND OUR FOREVER HOME, where we both promised we would live for the REST OF OUR LIVES!

Now Ms. Fenton only made an investment in herself, which no one can ever deprive her of, but through the CORRUPT actions of Attorney's Story, Attorney Ausbrooks, possibly the negligence of Trustee Henry Edward Hildebrand III, and the Judge who GAVE THEM FREE REIGN to do whatever they wanted, without regard for ANY LAWS, impartiality, fairness, equality, equitability, or DUE PROCESS, Chancellor Michael W. Binkley!

They thrived on abusing me together as if it was a SPORT for them! Ms. Story would put forth a deceptive or misleading AFIDAVIT, taking it a little further than HALFWAY, for the slightest excuse of "plausible deniability", then Chancellor Michael W. Binkley grabbed the ball from Ms. Story and SLAM-DUNKED IT! Taking it from a deceptive and indecent statement and proposition, to a CORRUPT and ILLEGAL

ACTION, with the FULL FORCE OF THE COURT AND THE WILLIAMSON COUNNTY SHERIFS DEPARTMENT BEHIND HIM TO ENFORCE CHANCELLOR BINKLEY’S ILLEGAL ORDERS!

221 I look forward to the day when they WAKE-UP and realize that they GOT just a bit
222 too GREEDY, while they profited very little off of it, once the sense of power, domination,
223 and the adrenaline rush has long since gone, realizing once HUMILITY comes to visit,
224 that they also LOST THEIR HUMANITY somewhere along the way, as they STOLE the
225 LIFE of this little NOBODY, just for their perverted SPORT... with their legacy’s ending
226 very similar to that of Judge Binkley’s personal benefactor, Casey Moreland! While the
227 Federal Government comes in and FORCES some transparency, accountability, and
228 equality in Tennessee Courts STATEWIDE. While RESTORING the BALANCE of LADY
229 JUSTICE. The one thing which Tennessee seems literally INCAPABLE OF DOING ON
230 THEIR OWN! There are TOO MANY CORRUPT JUDGES in Tennessee, for any of them
231 to hold another “ACCOUNTABLE”! Tennessee NEEDS FEDERAL HELP to CLEAN
232 HOUSE JUDICIALLY IN THIS STATE! Which is horribly sad, yet HISTORICALLY
233 TRUE!

234 All that I’ve wanted is MY FREEDOM, so that I can get a job, provide for myself,
235 not be a burden upon my mother after she has found herself taking me back in to provide
236 me shelter at FIFY years of AGE! Where without my mother’s intervention, JUDGE
237 BINKLEY, ATTORNEYS AUSBROOKS AND STORY HAD SIMPLY PLANNED TO TAKE
238 AND SELL ALL OF MY PROPERTY, WHILE GIVING THE PROCEEDS TO MY WIFE TO
239 PAYOFF HER DEBTS (abandoning \$90,000 worth of TRULY MARITAL DEBTS IN MY
240 NAME), while FORCING me to become HOMELESS!

241 EVEN destitute third-world Countries have more HUMANITY and CARE running
242 though their veins than that!

243 I never had a clue that I was living in a hostile and corrupt state, where my LEGAL
244 RIGHTS (even by that State's definition) were absolutely IMPOTENT in the exercise and
245 administration of JUSTICE in her Courts!

246 I thought that Tennessee was a RED blood run State for the PEOPLE, who had a
247 heritage of rebellion and FREEDOM! Not where WAR LORDS ran different sections, very
248 similar to those in AFGANISTAN! I'd never even heard of or thought of the word
249 "PLANTATION LAW" until after I spent two 30-minute sessions in Chancellor Michael
250 W. Binkley's Court Room, facing against Attorney Virginia Lee Story.

It took me a WHILE to know anything MORE than that I had been harshly discriminated against, and treated absolutely UNCONSTITUTIONALLY! I still didn't know about the publicly exposed (yet still not corrected) BINKLEY/STORY relationship, or how "proposed orders" versus "agreed orders" worked, or that the Orders were actually drafted by the COUNSEL who WON each hearing, or that the Court kept NO RECORDS of what transpires in each hearing, or that they provide and offer NO AUDIO RECORDINGS of hearings, for transparency and accountability.

In Michigan, you can obtain not only an audio recording, but a VIDEO recording of any Civil hearing for only a few dollars. Burned on a DVD, available after the hearing and archived for any future requests.

I have a gut feeling that would hamper the CASH flowing through the Williamson County Courthouse, not to mention affecting some of the pleasures and privileges of corrupt Justices there. If NOT for CORRUPTION, then WHY intentionally PREVENT TRANSPARENCY AND ACCOUNTABILITY in the WEALTHIEST COURT ROOM in the STATE OF TENNESSEE!

Somebody must pay to keep that Plantation running!

251 I have a feeling that some of Williamson County’s newer residents from the WEST
252 COAST, will be shocked and DEMAND reform when they learn how the PLANTATION is
253 REALLY RUN THERE! It is time for Tennessee to MOVE PAST the days of the
254 BINKLEY’S and the STORY’S, to practice REAL LAW! For the benefit of the majority of
255 the CITIZENS in Tennessee, not just an elitist group of smiling affluent criminals who do
256 most of their business behind closed doors, on the phone, or via email. Making a short
257 “appearance” inside a Court Room each day, AFTER having already DECIDED most
258 cases!

259 What I have experienced so far, is an absolute ABOMINATION OF THE LAW! The
260 TERRIFYING THOUGHT is that both BINKLEY and STORY do nearly HALF OF THEIR
261 WORK IN CRIMINAL COURTS! While I already KNOW how CORRUPTIBLE they both
262 are! I believe that HONESTLY INVESTIGATING THE EVIDENCE WHICH I’VE
263 PRESENTED IN MY CASE, would not only exonerate me, but possibly cause the Courts
264 to need to re-examine YEARS WORTH OF JUDGMENTS AND CRIMINAL SENTENCES,
265 because I promise you, they could have just as easily have thrown me in prison, just to
266 SILENCE me about THEIR CORRUPTION! That was one of the reasons why I sought
267 SANCTUARY in MICHIGAN, because just as with the individual who exposed Casey

268 Moreland, they did so anonymously, for FEAR OF THEIR SAFETY, from RETALIATION
269 and criminal HARM!

270 These are GANGSTERS wearing ROBES and carrying INK PENS who can steal the
271 proceeds of a person’s ENTIRE LIFE in less than an HOUR! **With NO LEGITIMATE**
272 **FOUNDATIONS!** While accusing you of being some menace to society and branding you a
273 criminal, a stalker, or putting an Order of Protection against you without even a trial, like
274 they did ME, even though that is ILLEGAL! They DON’T CARE, AND WITHOUT YEARS
275 OF WORK AND EXPENSES TO REPEAL THEIR CRIMINAL JUDGMENTS, nobody
276 within the State of Tennessee is going to MAKE THEM CARE or HOLD THEM
277 ACCOUNTABLE!

278 So, with ONE erratic, discriminatory, unfair, biased, unethical, collusive,
279 opinionated, or simply erroneous Judgment, **I have been DEEMED GUILTY UNTIL**
280 **PROVEN INNOCENT** (while never having been arrested once in my life, unlike the
281 Judge who unjustly condemns me), and even the MICHIGAN SUPREME COURT could
282 not remove the CORRUPT and all so obviously BIAS, UNFAIR, AND UNWARRANTED
283 JUDGMENT AGAINST ME!

284 Either a higher Court in Tennessee MUST CORRECT THE CORRUPT RULING,
285 which is very unlikely, because just like organized crime, **it discredits and**
286 **undermines the institution, not to mention the potential retaliation from the**
287 **other family.** The only other cure is a FEDERAL COURTS, which is what I shall seek
288 next after pressing criminal charges through the FBI, just so that I can TRY to REMOVE
289 JUDGE BINKLEY’S ILLEGAL NOOSE FROM AROUND MY NECK, SO THAT I CAN GET
290 A CRAPPY JOB, while living in a crappy State, after having had everything beautiful in

291 my life systematically STOLEN FROM ME by the GARGOILS OF JUSTICE! Attorney
292 Virginia Lee Story, and Judge Michael W. Binkley! What I have come to refer to as the
293 “BINKLEY/STORY EFFECT”! It is time to BENCH them BOTH for the common GOOD
294 of Middle Tennessee’s CITIZENS who deserve JUSTICE, HONESTY, TRANSPARENCY,
295 AND ACCOUNTABILITY in their GOVERNMENT and COURTS!

TE-1 (2)

16· MS. STORY: Because what we don't¹

17· want to do is have something go down on his

18· record that's going to affect his employability,

19· because he needs to get a job ASAP,

11· We believe that house should sell in

12· the neighborhood of 414,000 we hope. It's a great

13· location. People want to get in Brentwood, to get

14· into Brentwood in that zip code. Those schools

15· for that kind of price is wonderful. This thing

16· could sell immediately if you had a good marketer

¹ WHY did the VALUE of protecting MY RECORD, to ensure not to hinder my EMPLOYABILITY, change as soon as I had been forced out of my home, and driven from the State of Tennessee? After I was no longer an “ALIMONY” concern for Wife?

Why has my employability been harshly limited now when I did nothing “wrong”?

The opposing Counsel and Court have shown absolutely no CARE for whether I have any vocational training, whether I am employable, have any shelter, food, healthcare, or any provision of any sort! After having liquidated my home, in which I had invested the totality of my life’s savings, including my premarital retirement funds, and proceeds from my premarital home, without providing me a single dollar!

Instead, the Court and opposing Counsel, made it literally as DIFFICULT for me to SURVIVE, as was within their POWER! This is totally unjustified and unnecessary legal abuse and inhumane CRUELTY!

17· to get that thing on the market and get it sold.

18· Mr. Fenton and Mrs. Fenton had

19· agreed last year that they would do that. She

20· then dropped the divorce. They were going to try

21· to get it on the market. The problem with the

If Ms. Story is asserting that I am EQUALLY qualified and able to defend myself against her knowledge, experience, and relationships, because I have had a few months to “study”, surely that isn’t the basis of her argument.

My struggle is not simply TIME, I have learned HOW to file A COUPLE OF SPECIFIC STYLES OR TYPES of LEGAL FORMS, while still LACKING THE EXPERTISE and knowledge about HOW TO PROPERLY DRAFT A BRIEF! Regardless, I am doing my best, and I am NOT asking for any MORE TIME!

Furthermore, regarding Ms. Story’s erroneous claim, “This is yet another attempt by the Appellant to prolong this litigation and run up fees for Appellee.”

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REAL MOTIVES FOR WIFE’S SECRET DIVORCE

296 Any discussion about the precipitating events which REALLY led to our Divorce,
297 which does NOT mention/discuss/include the following SIGNIFICANT MARITAL
298 STRESSORS, has no relevance in what REALLY happened! Hence, I call the synchronized
299 narrative and fraudulent actions of Attorney Virginia Lee Story, Attorney Kathryn Lynn
300 Yarbrough, Attorney Mary Beth Ausbrooks, Attorney Alex Koval, a “DECOY DIVORCE”.

301 The TRUTH is that we BOTH could have won cases for “fault” against the other.
302 Ms. Fenton did her homework and knew that whichever party filed first and BLAMED the
303 other party, would have an advantage in the divorce proceedings. I knew that too, but I
304 never wanted to waste our equity in Court. Nor did I want to pay people who charged
305 TWENTY-FIVE TIMES as much as I can currently earn per hour, to FIGHT with each
306 other! I wanted a resolution which would honestly serve US BOTH best in moving forward
307 with our lives. Regretfully, we didn’t both feel that way.

308 BRIEFLY, here are the REAL devastation which were suffered by our family,
309 leading to the financial failure, stress, and voiced REASONS why Ms. Fenton unilaterally
310 chose to secretly divorce me. I would have by far preferred to work through any
311 differences, or even to get divorced and remain “roommates”, as we could have saved our
312 beautiful home, while it was a once in a lifetime opportunity for us. I believe that we still
313 have more in common than apart, but either the differences grew overwhelming for her,
314 she grew ashamed of having me as her husband, in the sight of her mighty family, as they
315 openly questioned what I “contribute” to our marriage and to Ms. Fenton’s life, while Ms.
316 Fenton said that they never would be satisfied, even if I were a doctor.

317 Without further ado:

318

The ROOFING DAMAGE Explained in

POTENTIAL PARTIES TO THIS CASE

To be clear, I believe to be legally due approximately **\$250,000** from Ms. Fenton, without any punitive damages. While I have suffered a host of nearly unfathomable damages either caused by or in conjunction with actions or work done by the following parties:

- Attorney Virginia Lee Story (Story, Abernathy, & Campbell, PLLP)
- Attorney Kathryn Lynn Yarbrough (Story, Abernathy, & Campbell, PLLP)
- Paralegal Heidi Macy (Story, Abernathy, & Campbell, PLLP)
- Judge Michael W. Binkley (Williamson County Chancery Court)
- Clerk & Master Elaine Beaty Beeler (Williamson County Chancery Court)
- Attorney Mary Beth Ausbrooks (ROTHSCHILD & AUSBROOKS, PLLC)
- Attorney Alex Koval (ROTHSCHILD & AUSBROOKS, PLLC)
- Attorney Henry Edward Hildebrand, III (Office of the Chapter 13 Trustee)
- Judge Charles M. Walker (U.S. Bankruptcy Court for the Middle District of TN)
- Attorney Brittany Gates (Gates Law)
- Attorney Sam Anderson (Bankers Title & Escrow)
- Paralegal Kim Murray (Bankers Title & Escrow)
- Broker & Auctioneer Tommy Anderson (HND Auctions, LLC)
- Broker & Auctioneer Pat Marlin (McArthur Sanders Real Estate)
- Judge Frank Clement (Tennessee Court of Appeals, Middle Division)
- Judge Andy Bennett (Tennessee Court of Appeals, Middle Division)
- Judge Neal McBrayer (Tennessee Court of Appeals, Middle Division)

Collectively, truth be told, in an honestly “fair” and “equal” settlement, absent of all bias, relationships, and external influences, I believe to be due at least **\$500,000** when combining that which I believe Ms. Fenton intentionally cheated me out of, along with the immediate damages suffered, combined with the punitive damages due by the “bad actors” who participated in my immediate and absolute demise with zero provision or path for my survival.

THERE ARE TWO “SMOKING GUNS” IN THIS CASE!

319 By FAR the QUICKEST and EASIEST way to realize that there is at the very least
320 Litigious and Judicial “FOUL-PLAY” in this case, by Judge Michael W. Binkley and
321 Attorney Virginia Lee Story (whose relationship has been publicly scrutinized in the press
322 more than once – with VALID concerns, even if unactionable at that time). This time is
323 DIFFERENT!

324 It is my steadfast belief, that to HONESTLY and OPENLY explore either of these
325 “TWO SMOKING GUNS” and to either REFUSE or FAIL to assist the “disadvantaged”,
326 “disabled”, and unfathomably injured party, due almost entirely to the clear and evident
327 failures of the Middle Tennessee Judicial System, and members of their Courts, is to
328 become an accessory to the State and Federal crimes revealed therein. Including but not
329 limited to horrendously Malicious Litigation, combined with the Federal Crimes of
330 Collusion, Obstruction of Justice, “Under Color of Law” Violations, and/or outright
331 Corruption.

332 Before even beginning with the ADA and FED violations of financial exploitation
333 of an ADA party, by DEPRIVING him of his only INCOME, his only SHELTER, his only
334 real ASSET, within which Husband had invested the TOTALITY of HIS pre-marital
335 RETIREMENT FUNDS, believing with WIFE that after the market crash of 2008 that

336 once BOTH their premarital retirement funds regained 75% of their pre-crash value they
337 would pull them out and INVEST IN A PROPERTY IN WILLIAMSON COUNTY, believing
338 that would HOLD VALUE and protect their RETIREMENT SAVINGS BETTER than
339 blindly trusting Mutual Funds which we had no control over!

340 Expecting the VALUE of our property to at least DOUBLE still within our
341 LIFETIMES, as it is in a rare and highly desired location, while simultaneously being
342 surrounded by HUNDREDS OF ACRES OF PROTECTED WOODLANDS, near the END
343 of a dead-end street, a very private valley, protected from the lights and sounds of the city,
344 as well as from severe weather, which was one of Husband's greatest fears. While being
345 as QUIET as a CAMPGROUND at night, and full of wildlife, which they both LOVED!
346 (There are MANY qualities about this property, which MONEY WON'T BE ABLE TO BUY
347 for much longer in such an IDEAL LOCATION to fantastic vocational opportunities,
348 wonderful communities, and some of the most sought-after schools in the State of
349 Tennessee, located on EVERY DIRECTION from our PROPERTY! Yet in less than 30-
350 minutes, without the slightest of equal or due process, notice or opportunity to save or
351 redeem his property interests, or to at the very least mitigate his losses, it was all carelessly
352 TAKEN from him, due largely to staged circumstances by Wife and multiple members of
353 Counsel, who strategically synchronized secret unconscionable (and highly illegal) attacks
354 to render husband powerless, as they gaged and bound him, and physically removed him
355 from his property, selling it at auction, without one cent returned to husband for all his
356 life's work, premarital retirement, the life that he had, any place to go or LIVE, rendering
357 him literally HOMELESS from a HALF MILLION DOLLAR HOME HE INVESTED

358 EVERYTHING HE HAD INTO PURCHASING, IMPROVING, AND ENJOYING, as the
359 couple vowed to life there together for the REST OF THEIR LIVES!

360 heinously targeting and strategically attacking his areas of greatest KNOWN
361 disability and vulnerability, solely to cause him unfathomable distress, to provoke him to
362 “act out” (to manufacture “evidence” to use against him), while also completely
363 overwhelming his KNOWN inability to MULTI-TASK, and the SLOWNESS with which he
364 CAN respond to even the most elementary of challenges, let alone multiple secretly
365 synchronized assaults against the highest-value targets in his life, further knowing that
366 due to Wife’s earlier actions of secretly cutting-off Husband’s access to all marital funds
367 and active credit lines (while still calling HER unilateral debts to fund HER COUNSEL
368 “marital debts”, as she repeatedly STRONG-ARMED him). Leveraging Husband’s
369 financial disadvantages of not being able to afford anywhere near comparable counsel, as
370 the totality of funds which Husband could borrow for Counsel were exhausted on a forced
371 sale of his home and a fraudulently obtained Order of Protection, leveraging
372 “connections” and FALSE testimony, before the only LEGITIMATE action of the
373 DIVORCE even began to be addressed. To later deny Husband, under false pretenses, the
374 opportunity to even participate in that, is simply beyond words.

375 Then they had then the Court and Counsel even had the audacity and inhumanness
376 to order the Husband to pay for Wife’s LEGAL FEES to unconscionably and illegally
377 deprive and destroy everything of meaning in Husband’s life, while Husband couldn’t
378 even afford Counsel for himself!

379 Wife probably spent over \$100k on ATTORNEY’S FEES, simply to leave Husband
380 HOMELESS and PENNILESS, while this Court chose to empower her and pave the way,

381 while somehow believing that was what Husband DESERVED! While neither hearing a
382 WORD of Husband’s testimony, or CARING to, based entirely upon the maliciously
383 fraudulent testimony of the Court’s close and trusted friend, Wife Counsel, along with the
384 coached false testimony of Wife, with no regard for what had transpired during the PAST
385 YEAR of actions working toward a divorce, both with a Collaborative Divorce
386 professional, as well as with Wife’s first attorney which SHE CHOSE TO UNSUIT for HER
387 OWN PROFIT. This was no trial or hearing, it was an ASSIGNATION by close friends,
388 “under color of law”, where little if anything that happened, was actually ETHICAL, FAIR,
389 or LEGAL!

390 On this day, “lady justice” wore no blindfold, held only one side of the scale in her
391 hand, with a pistol pointed straight at the Husband with her other hand! JUSTICE had
392 never been further away, and hasn’t been found since! Though Husband has spent
393 literally 4,000 HOURS since that day, trying to FREE HIMSELF from simply the NOOSE
394 they put around his neck, while not begging for even a DIME, just his FREEDOM to
395 MOVE FORWARD and SURVIVE, UNTETHERED!

396 Yet NO ONE to date CARES!

397 That is WHY we need some COMMON-SENSE JUDICIAL REFORM in the State
398 of Tennessee, which all begins by INCREASING TRANSPARENCY, ACCOUNTABILITY,
399 and SEVERING THE “BUDDY SYSTEM”!

400 Although I still can’t “beat” Ms. Story in a GLADIATOR style BATTLE TO THE
401 DEATH inside the COLISEUM, for the royalty’s entertainment, as in Roman times. I still
402 should be afforded some level of JUSTICE as a former Tax Paying CITIZEN of the Great
403 State of Tennessee!

404 What I CAN DO (as I did with the Appellate Court, without an ounce of their care
405 or consideration), as they demanded that I take position to battle in the COLISEUM.
406 (Despite witnessing a man drowning in legal corruption, as esteemed members of the
407 Court jumped on my shoulders and forced my head under water, to which the esteemed
408 Appellate Court “Justices” pretended not to see anything and kept walking). Is I can
409 provide you with TWO “SMOKING GUNS” of IRREFUTABLE EVIDENCE! Along with
410 DETAILED COMMON-SENSE MEASURES which the Court could EASILY
411 IMPLEMENT, with next to no cost, to greatly IMPROVE the quality and access to
412 JUSTICE throughout the State of Tennessee.

413 Measures who would help SAVE someone like me, or the tens of thousands who
414 are not as smart, confident, meticulous, who haven’t the EVIDENCE, the CLARITY OF
415 CASE (just TWO 30-MINUTE TRIALS with 7.1 MINUTES of my TESTIMONY to PROVE
416 the PERFECT STORM of BAD POLICY, DISCRIMINATORY PRACTICES afforded each
417 Judisial Districty to “decide” on their own, and clearly COMPROMISED
418 RELAIONSHIPS, which never should have been allowed in the first place!

419 It's common sense! Where there is LIGHT, crime scrambles. That is known in
420 every parking lot, storefront, bank, place of business, yet failes to be applied or enforced
421 in some of our Courts. Judisial Districts shouldn’t have the OPTION to “discriminate”
422 against the disabled or the financially disadvantaged! At the very least, INFORMATION
423 should be UNIFORM throughout every Clerk’s office. NO Pro Se party should have the
424 COURT ORDERS drafted by their ADVERSARIAL COUNSEL, especially while being
425 denied the opportunity to even participate in the PROPOSED ORDER/AGREED ORDER
426 process. ESPECIALLY while the Opposing Counsel is one of the most aggressive, ruthless,

427 uncompromising, manipulative attorneys in the district, who ALSO happens to be a
428 lifelong CLOSE FAMILY MEMBER of the JUDGE!

429 This isn't ROCKET SCIENCE, it is using just a little bit of elementary school
430 "common sense", care, preservation, and protection. Protecting the Judiciary from the
431 flaws of their own inevitable HUMANITY, likewise, protects EVERY TENNESSEE
432 CITIZEN living within their jurisdiction! To fail to take such COMMONSENSE measures,
433 needs to be fully disclosed to CITIZENS immediately, so that they can properly redress
434 the situation with their local representatives, before their LIVES depend upon it! I had
435 NO CLUE that I would find such an abyss between my known Constitutional Rights as a
436 United States Citizen, my basic understanding of the legislative laws of the land (which
437 were correct), and what I would experience in a Court room under the "Color of Law", in
438 the declared SERVICE UNDER and ADMINISTRATION of those laws.

439 I am envied by NONE that I know of!

440 "connected'p is or who are an irrefutable amount of EVIDENCE, while all that she
441 can claim is "that can't be considered, it wasn't even provided to the Trial Court", but that
442 was simply because they DENIED ME THE OPPORTUNITY TO PARTICIPATE IN MY
443 OWN TRIAL, by deceptive, false, and secretive means, once again, with NO NOTICE! I
444 don't believe that ANY IMPARTIAL PARTY, especially one who READ and
445 CONSIDERED the approximately 250 pages of my testimony that I filed on 8/29/2019,
446 would find their conclusions "REASONABLE"! (I would think that SHOULD trigger a
447 MISTRIAL right there, and be the end of the story, in a Court of JUSTICE!)

448 and her client, called that JUSTICE! I know of no greater crime short of
449 MURDERING a man!

450 As with most cases of Malicious Litigation, Abuse of Process, Harassment by Legal
451 Process, and Judicial Corruption, this is “A CASE WITHIN A CASE”.

452 Probably truth be told, this is “a case within a case, within a case”, but there is no
453 need to complicate things further, without adding legal or monetary value.

454

455 I see the following case hierarchy:

456 The Bankruptcy Fraud, Malicious Litigation and Judicial Corruption of our
457 Divorce (with the strategically forced-sale of OUR JOINTLY DEEDED, INVESTED IN,
458 and OWNED MARITAL RESIDENCE – while lying about MY EQUAL PROPERTY
459 INTEREST, concealing my financial investment in both the initial purchase and
460 continued improvements, as well as nearly a decade of my LABOR vastly improving the
461 CORE of OUR HOME and JOINT PROPERTY, which neither of us could have ever
462 afforded to purchase on our OWN. It required the liquidation and investment of BOTH of
463 our pre-marital 401k retirement plans to fund the initial PURCHASE of our HOME! After
464 the 2008 market crash, we decided that our RETIREMENT FUNDS would be more
465 WISELY INVESTED in the purchase of a significantly nicer MARITAL RESIDENCE,
466 strategically located in an area where money will soon no longer be able to purchase a
467 property so centrally and ideally located, while also being backed-up to HUNDREDS OF
468 ACRES OF PROTECTED WOODLANDS, at the END of a located in the cherished

469

470 I litterally just had to take a XANAX in an attempt to lower my blood pressure, to
471 help prevent me from having a STROKE by needing to CONTINUE sharing the SAME
472 TESTIMONY which every Tennessee Court has so far REFUSED to hear! Whether due to

473 corruption, collusion, or just plain laziness. My EVIDENCE screams for itself, if ever it
474 meets a truly conscionable and unbiased tribunal, JUSTICE will no longer be "optional"!
475 an unbiased I have been forced to RELIVE my NIGHTMARE HUNDREDS OF
476 TIMES, in an effort to get someone beyond my friends and family to HEAR IT ONCE!

477
478 I honestly wish I would have just published it from the beginning, rather than
479 wasting a day or a dollar in Court! I LITTERALLY could not have POSSIBLY fared any
480 worse had I GONE FISHING and DEFAULTED upon every account, prior to ever having
481 hired an attorney. I honestly believe that I would be BETTER OFF NOW, had I gone that
482 route, because at least I wouldn't have scarted the hornets into chasing me incessantly
483 without care, mercy, or even an ounce of humanity!

484
485
486
487 telling the SAME STORY AGAIN
488 , located
489 purchased on our OWNor maintained without which we both ere we both
490 financial investment interest lying about my OWNERSHIP share) of

491
492 Regarding the INTERNAL CASE of the Divorce between myself and Ms. Fenton,
493
494 litigiously annihilated party (that being me, as will become evident), NOT more
495 than have been publicly scrutinized more than once is to LISTEN to the

TIMELINE OF EVENTS AND COMMUNICATIONS (THE SECOND SMOKING GUN!) HUSBAND'S PREMARITAL LIFE

2001-05-17 HUSBAND'S PREMARITAL HOME/DUPLEX 772 & 774 Huntington Parkway, Nashville


Edit Save Share More Close










6 bd 2 ba 4,046 sqft
772 Huntington Pkwy, Nashville, TN 37211
 ● Off market Zestimate®: \$378,746 Rent Zestimate®: \$1,550/mo
 Est. refl payment: \$1,691/mo [Get current rates](#)

Overview

Note: This property is not currently for sale or for rent on Zillow. The description below may be from a previous listing.

DUPLEX, Bring your investors, easy to show income producing property! Great location right off Edmondson Pike near Nipper's Corner, much to offer. Two large units 772 & 774 with screened porches & full basements, recently updated!

What the seller loves about this home

Two nice 3 bedroom one bath units.

Facts and features Edit

Type: Multiple Occupancy	Cooling: Central
Year built: 1972	Parking: Garage - Detached, Off-street
Heating: Other	

Interior details

Bedrooms and bathrooms	Heating
Bedrooms: 6	Heating features: Other
Bathrooms: 2	Cooling
Full bathrooms: 2	Cooling features: Central
Basement	Appliances
Basement: Partially finished	Appliances included: Dishwasher, Range / Oven, Refrigerator
Flooring	Laundry features: Individual
Flooring: Tile, Carpet, Hardwood, Linoleum / Vinyl	Other interior features
	Total interior livable area: 4,046 sqft

Property details

Parking	Property
Total spaces: 0	Stories: 2
Parking features: Garage - Detached, Off-street	Exterior features: Vinyl, Brick
Has garage: No	Lot
Garage spaces: 0	Lot size: 0.26 Acres
	Other property information
	Parcel number: 16105004600

Construction details

Type and style	Condition
Home type: Multiple Occupancy	Year built: 1972

JEFF'S PREMARITAL HOME / DUPLEX near "Nipper's Corner" at 772 & 774 Huntington Parkway



Material information

Foundation: Slab
Roof: Asphalt

Building details

Management
Pets allowed: No
Rent control: No

Community and Neighborhood Details

Location

Notable dates

Major remodel year: 1972

Other building information

Structure type: Split-level

Region: Nashville

HOA and financial details

Other financial information
Tax assessed value: \$248,500

Annual tax amount: \$3,136

Other

Other facts

Built information: Existing
Cooling Source: Electric
Electric Meter: Individual
Garage Description: Parking Space
Listing Status: Active
Sale Includes: Appliances
Sewer System: Sewer
Water Meter: Master
Water Source: City Water
Heating Source: Electric
Heating System: Central

Laundry: Individual
Listing Type: Exc. Right to Sell
Property Sub-Type: Duplex
County: Davidson County
Electricity Paid By: Other
Water Paid By: Other
Construction Type: Partial Brick
Area: 01-Davidson County
Contingency Type: Inspection
Property Class: Multi-Family
Sq.Ft. Measurement Source: Tax Record

Price and tax history

Price history

DATE	EVENT	PRICE
11/14/2016	Sold	\$250,000 (+4.2%)
Source: Public Record		
11/11/2016	Listing removed	\$239,900
Source: Worth Properties LLC		
10/26/2016	Listed for sale	\$239,900 (+49.9%)
Source: Worth Properties LLC		
8/2/2016	Sold	\$160,000 (+24.1%)
Source: Public Record		
5/17/2001	Sold	\$128,900 (+9.7%)
Source: Public Record		
6/18/1996	Sold	\$117,500
Source: Public Record		

Public tax history

YEAR	PROPERTY TAXES	TAX ASSESSMENT
2019	\$3,136	\$248,500

JEFF'S PREMARITAL HOME / DUPLEX near "Nipper's Corner" at 772 & 774 Huntington Parkway

JEFF'S PREMARITAL HOME / DUPLEX near "Nipper's Corner" at 772 & 774 Huntington Parkway



Material information
 Foundation: Slab
 Roof: Asphalt

Building details

Management
 Pets allowed: No
 Rent control: No

Community and Neighborhood Details

Location
 Region: Nashville

HOA and financial details

Other financial information
 Annual tax amount: \$3,136
 Tax assessed value: \$248,500

Other

Other facts
 Built Information: Existing
 Cooling Source: Electric
 Electric Meter: Individual
 Garage Description: Parking Space
 Listing Status: Active
 Sale Includes: Appliances
 Sewer System: Sewer
 Water Meter: Master
 Water Source: City Water
 Heating Source: Electric
 Heating System: Central

Notable dates
 Major remodel year: 1972

Other building information
 Structure type: Split-level

Laundry: Individual
 Listing Type: Exc. Right to Sell
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 Electricity Paid By: Other
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5/17/2001	Sold	\$128,900 (+9.7%)
Source: Public Record		
6/18/1996	Sold	\$117,500
Source: Public Record		

Public tax history

YEAR	PROPERTY TAXES	TAX ASSESSMENT
2019	\$3,136	\$248,500

2018	\$3,136	\$99,400
2017	\$3,136	\$99,400 (+117.9%)

[See complete tax history](#)

Neighborhood: McMurray - Huntingdon

Neighborhood stats

- Home values in McMurray - Huntingdon have risen 5.1% (↑) over the past 12 months.
- Zillow predicts the home values in McMurray - Huntingdon will increase 3.4% (↑) in the next year.
- This home is valued 33% higher (↑) than the median home in McMurray - Huntingdon.
- The median Zestimate® for this neighborhood is \$284,781.

Nearby schools in Nashville

GreatSchools rating

- 8/10** Granbery Elementary School
Grades: K-4 Distance: 0.8 mi
- 5/10** William Henry Oliver Middle School
Grades: 5-8 Distance: 2.7 mi
- 3/10** John Overton Comp High School
Grades: 9-12 Distance: 2.4 mi

Tennessee • Nashville • 37211 • McMurray - Huntingdon • 772 Huntington Pkwy

Zillow © 2006-2020 Zillow



JEFF'S PREMARITAL HOME / DUPLEX near "Nipper's Corner" at 772 & 774 Huntington Parkway

772 DUPLEX RENTAL FLOORPLAN & FLYER

**- Nipper's Corner -
772 Huntington Parkway
Nashville, Tennessee**



Main Floor Plan

Jeff Fenton Property Owner & Licensed Agent	Office: (615) 837-1300 Mobile: (615) 837-1301 Fax: (615) 837-1302
--	---

Information is deemed reliable but not guaranteed. Property is completely unfurnished, washer & dryer are not provided. 🏠

- Nipper's Corner -
772 Huntington Parkway
Nashville, Tennessee



View Virtual Tour at:
www.FentonRealty.com
Copyright © 2011 Meticulous Marketing LLC.
All Rights Reserved.

Basement Floor Plan

Jeff Fenton
Property Owner
& Licensed Agent

Office: (615) 837-1300
Mobile: (615) 837-1301
Fax: (615) 837-1302

Information is deemed reliable but not guaranteed. Property is completely unfurnished, washer & dryer are not provided. 🏠

774 DUPLEX RENTAL FLOORPLAN & FLYER

- Nipper's Corner -
774 Huntington Parkway
Nashville, Tennessee



Main Floor Plan

<p>Jeff Fenton Property Owner & Licensed Agent</p>	<p>Office: (615) 837-1300 Mobile: (615) 837-1301 Fax: (615) 837-1302</p>
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Information is deemed reliable but not guaranteed. Property is completely unfurnished, washer & dryer are not provided. 🏠

- Nipper's Corner -
 774 Huntington Parkway
 Nashville, Tennessee



View Virtual Tour at:
www.FentonFents.com
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 All Rights Reserved.

Basement Floor Plan

<p>Jeff Fenton Property Owner & Licensed Agent</p>	<p>Office: (615) 837-1300 Mobile: (615) 837-1301 Fax: (615) 837-1302</p>
---	--

Information is deemed reliable but not guaranteed. Property is completely unfurnished, washer & dryer are not provided. 🏠

MARRIED LIFE – OUR JOURNEY TOGETHER

2004-02-09 WHY Fawn LOVES Jeff

Jeff,

Because....

- You are compassionate. You truly understand people, and care about people's feelings. And when you care, it is completely sincere.

- You are truthful and honest. Even if you do something dishonest, you know the difference, and you are still honest with yourself about your choice. You do not run away from or deny truths that you do not like or of which you are afraid, and you acknowledge the truth, even when it hurts to do so. And even when some people will only admit the truth privately to themselves, you are not afraid to speak the truth out loud. You have incredible integrity.

- You are brave. You have been through so much pain and confusion in your short life, and yet you continue to live the best life that you can. You inspire me to be brave and keep trying, too.

- You are loyal. With me as your girlfriend, you have never shown any desire to betray me or do anything that might hurt me emotionally in any way. With your friends and family, you are always there for them, and through all of your difficult times, you have kept in touch with those who have earned your trust.

- You are intelligent! Your command of technical knowledge, from machinery and electronics to vocabulary and sentence structure, never ceases to amaze me. You easily learn new things, and once you understand a concept, you can put that idea to use in a variety of different ways – you use your knowledge creatively as well as well as routinely. And you are not intimidated by things you do not already know – you take on new knowledge with a contagious excitement.

- You are tolerant and understanding. Even when you don't understand or agree with something, you are willing to live-and-let-live. You don't throw hate or anger around without good reasons, and you are willing to put minor differences aside for the overall good of your relationships.

- You are strong, and you have determination. You don't let others run over you, or influence you away from what you believe. You know how to work hard to achieve a goal, and you never give up easily, even through the toughest of times.

- You are generous. If someone truly needs something from you, you give it without hesitation or questions or remorse. You willingly sacrifice your own needs to fulfill someone else's needs, and many times you don't even realize what you've done.

And because...

• You have not asked me to change my hair, or my clothes, [REDACTED] or my fingernails, or to wear makeup, or to change other external things. You have not asked me to change my personality – to be more cheerful, or more funny, or more confident... or less moody, or less needy, or less emotional, or whatever. You accept me as I am, and make me feel like a good person.

• You talk to me. You tell me about your day, or about something you did, or about an idea you had, and you share your thoughts with me, sincerely and with humor! It makes me feel like I am an important part of your life, and I feel included.

• You listen to me. No matter how boring my chatter is, or what else you'd rather be doing at that moment, if I start to tell you something, you listen and respond to what I say. Your acknowledgement of my words and thoughts encourages me to open my life and heart to you and gives me confidence in myself and the future.



• We get along! Neither of us like to yell or argue, neither of us wants undue drama or animation in our daily lives. We have similar values of what is important, what is luxury, and what is waste; we have similar tastes in material things such as clothes and décor; we have similar lifestyles of rest, work, play, and sleep. Agreeing on a course of action for any decision never seems to be difficult, and we can mentally relax around each other.

Because of all these things and more,

I love you.

REALTY COMMISSION CHECK TOWARD IMPROVEMENTS

Touchstone Title, LLC

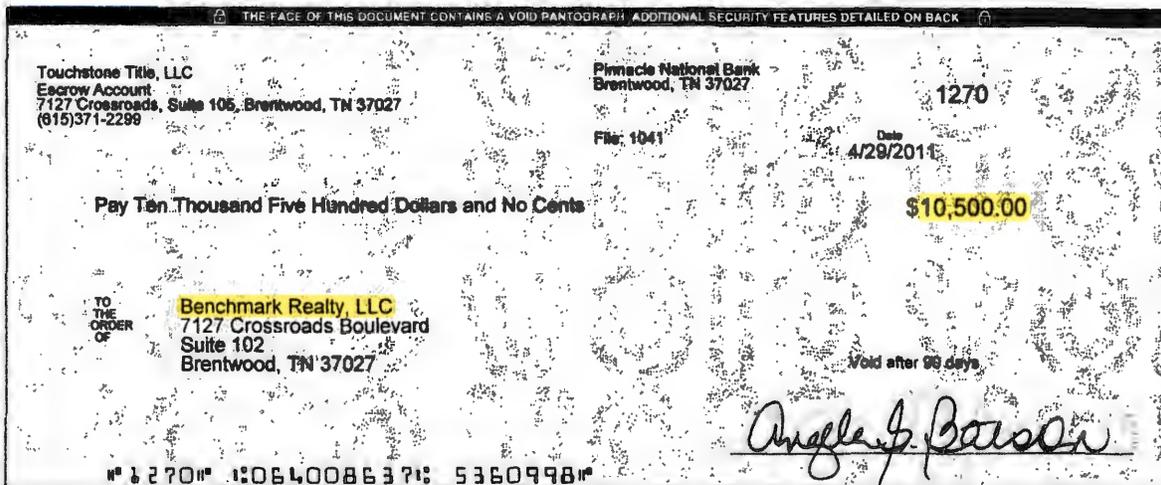
Pinnacle National Bank
Brentwood, TN 37027

1270

File: 1041
Buyer: Fawn T. Fenton
Seller: Mangel Jerome Terrell; Colette Keyser
Property Address: 1966 Sunnyside Dr., Brentwood, TN 37027
(702-1) Selling broker commission - \$10,500.00

Date
4/29/2011

Payable To: Benchmark Realty, LLC



Direct Deposit

4/29/2011

Jeffrey R. Fenton

**10,105.00

Ten Thousand One Hundred Five and 00/100*****

Jeffrey R. Fenton
P. O. Box 111777
Nashville, TN 37222

Commission: 1986 Sunnyside Dr. Closing

Jeffrey R. Fenton

4/29/2011

Commission: 1986 Sunnyside Dr. Closing

10,105.00

Gross Commission: \$10,500.00

Less Closing Fee: \$ 395.00

Pinnacle Bank - Oper Commission: 1986 Sunnyside Dr. Closing

10,105.00

Jeffrey R. Fenton

4/29/2011

Commission: 1986 Sunnyside Dr. Closing

10,105.00

Gross Commission: \$10,500.00

Less Closing Fee: \$ 395.00

*OK
JRF*

Pinnacle Bank - Oper Commission: 1986 Sunnyside Dr. Closing

10,105.00

Transaction Submission Report

Generated: 4/29/2011 6:57:01 PM

User: Benchmark Realty, LLC - Donna Brown

ODFI: 064008637 - Pinnacle National Bank

Category: Commission Check
 Customer ID: 1204664119 Comp Entry Desc: Commission
 Customer Name: Benchmark Realty Comp Disc Data:

Trans Collection Submitted: 4/29/2011 6:57:00 PM

Individual Name	Individual ID	Prenote	Debit	Credit	Eff Date	R/T Num	Type	Acct Number
Fenton Jeff	Fenton Jeff	No	0.00	10,105.00	4/29/2011	064005203	DDA	102196610
Subtotal:			0.00	10,105.00				
Transaction Count:			0	1				
Prenote Count:			0	0				
Transaction Subtotal:			0	1				

Totals For All Transactions

	Debit	Credit
Total:	0.00	10,105.00
Transaction Count:	0	1
Prenote Count:	0	0
Transaction Total:	0	1

TENANCY BY THE ENTIRETY ON MARITAL RESIDENCE

Jeff Fenton

From: Kim Hollingshead [Kim@TouchstoneTitleTN.com]
Sent: Wednesday, September 24, 2014 3:42 PM
To: Jeff Fenton
Cc: Fawn Fenton
Subject: RE: Fenton Purchase | 1986 Sunnyside Drive, Brentwood | Tenancy by the Entirety?

And wife

From: Jeff Fenton [mailto:Jeff@MeticulousMarketing.com]
Sent: Wednesday, September 24, 2014 3:41 PM
To: Kim Hollingshead
Cc: Fawn Fenton
Subject: RE: Fenton Purchase | 1986 Sunnyside Drive, Brentwood | Tenancy by the Entirety?

Thanks for the lightning fast response with the Deed Kim!

Can you please explain to me how "Tenancy by the Entirety" is specified/differentiated on this document?

Thanks again!

Jeff Fenton

Meticulous Marketing LLC
(615) 837-1300 Office
(615) 837-1301 Mobile
(615) 837-1302 Fax

When it's worth doing RIGHT the first time!

Submit or respond to a support ticket [here](#).

From: Kim Hollingshead [mailto:Kim@TouchstoneTitleTN.com]
Sent: Wednesday, September 24, 2014 3:31 PM
To: Jeff Fenton
Cc: Fawn Fenton
Subject: RE: Fenton Purchase | 1986 Sunnyside Drive, Brentwood | Tenancy by the Entirety?

Jeff, please see attached. Title is currently vested as Tenancy by the Entirety.

Kimberly K. Hollingshead, Esq.
President
Touchstone Title & Escrow LLC
11 Seaboard Lane Suite 114
Franklin TN 37067

Office (615) 371-2299
Email: Kim@TouchstoneTitleTN.com
Website: www.TouchstoneTitleTN.com

Our number one goal is to ensure that you are satisfied with our services. If you have any questions or concerns on this closing or suggestion on how we can make your next interaction with us even better please e-mail me

NOTICE: YOU ARE NOT AUTHORIZED TO FORWARD THIS EMAIL TO ANYONE. This e-mail message and all attachments transmitted with it may contain legally privileged and confidential information intended solely for the use of the addressee. If the reader of this message is not the intended recipient, you are hereby notified that any reading, dissemination, distribution, copying, or other use of this message or its attachments is strictly prohibited. It is not our intention to waive the attorney-client privilege, the attorney work-product doctrine, or any proprietary rights in the information contained on the following pages. If you have received this message in error, please notify the sender immediately by telephone (615-371-2299) or by electronic mail (kim@touchstonetitletn.com), and delete this message and all copies and backups thereof. Thank you.

From: Jeff Fenton [<mailto:Jeff@MeticulousMarketing.com>]
Sent: Wednesday, September 24, 2014 3:24 PM
To: Kim Hollingshead
Cc: Fawn Fenton
Subject: RE: Fenton Purchase | 1986 Sunnyside Drive, Brentwood | Tenancy by the Entirety?
Importance: High

Hello Kim!

It has been a while!

It has been recommended to Fawn and I, for liability purposes, that we hold title to our home as "Tenancy by the Entirety".

I know very little about this, but here is an explanation that I found online:

Tenancy by the Entirety: a special form of joint tenancy when the joint tenants are husband and wife – with each owning one-half. Neither spouse can sell the property without the consent of the other. Words in the deed such as "Bill and Mary, husband and wife as tenancy in the entirety" establish title in tenancy by the entireties. This form of ownership is not available in all states. (http://itlehmanlaw.com/lawyer/Nashville-TN_fg314.htm)

Can you please tell me how our title is held currently at 1986 Sunnyside Drive, Brentwood, 37027? (You facilitated our closing.) I have a copy of our Deed of Trust (attached), but I can't figure out if this is titled as "Tenants in Common", "Joint Tenancy", or "Tenancy by the Entirety".

Is there a document that you can provide me which shows exactly how our property is titled?

Thanks for your help with this!

Jeff Fenton
Meticulous Marketing LLC
(615) 837-1300 Office
(615) 837-1301 Mobile
(615) 837-1302 Fax

When it's worth doing RIGHT the first time!

follows:

31.1 TENANCY BY THE ENTIRETY

When real property is acquired by individuals who are husband and wife at the time of the conveyance, then title is jointly held as an indivisible whole with right of survivorship unless the granting instrument expressly states that the title is not to be held as a Tenancy by the Entirety. Upon divorce, a Tenancy by the Entirety is destroyed and absent some decree by the Divorce Court, the interest of the former spouses is converted into a Tenancy in Common with each owning a one-half interest.

31.2 TENANTS IN COMMON

When real property is acquired by two or more individuals who are not married at the time of the conveyance, or a Tenancy by the Entirety is destroyed through a divorce, title is held as Tenants in Common. In cases where the property is owned by Tenants in Common, each owner has a certain defined share in the property. Unless the instrument states otherwise, when there are two owners, each will automatically be presumed to own one-half each; if three, a third each, and so on. However, the shares between Tenants in Common do not need to be equal. The parties can decide what share of the property belongs to each owner. For example, if two individuals named Sam and Mark buy a property together, but if Sam contributes more to the purchase price than Mark, this could be reflected in the respective shares each acquires in the property. The deed into these individuals could state that Sam receives 70% interest in the property and Mark is entitled to 30%. The important point is that each of the Tenants in Common owners always owns his or her share of the property, and is only entitled to that same percentage of the sale proceeds. For example, if Sam dies, then his share of the property will be administrated as part of Sam's estate. Mark will continue to own his 30% after Sam's death. Unlike in a Joint Tenancy with a Right of Survivorship, it does not automatically pass to Mark.

When property is held as Tenants in Common, each of the individuals have a right to enter the common estate and take possession of the whole, subject to the equal right of the co-tenants to share in possession of the whole; and one co tenant's occupation or possession of the property can never be deemed adverse to the other co-tenants.

WARANTY DEED for MARITAL RESIDENCE

 <p>WARRANTY DEED</p>	STATE OF TENNESSEE COUNTY OF WILLIAMSON THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS \$350,000.00
	Affiant: <u><i>[Signature]</i></u> Subscribed and sworn to before me, this <u>29th</u> day of <u>April</u> , 2011. Notary Public: <u><i>Angela G. Batson</i></u> MY COMMISSION EXPIRES: (AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY:
Southland Title & Escrow Co., Inc.
 7101 Executive Center Drive, Suite 151
 Brentwood, TN 37027

ADDRESS NEW OWNERS AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Fawn ■ Fenton	Renasant Bank	013 J-A
(NAME)	(NAME)	(MAP)
1986 Sunnyside Drive	2001 Park Place North, Suite 650	035.00
(ADDRESS)	(ADDRESS)	(PARCEL)
Brentwood, TN 37027	Birmingham, AL 35203	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

For and in consideration of the sum of TEN DOLLARS, cash in hand, paid by the hereinafter named Grantee(s), and other good and valuable consideration, the receipt of which is hereby acknowledged, I/we, **Mangel Jerome Terrell and wife, Colette Keyser**, hereinafter called the Grantor(s), have bargained and sold, and by these presents do hereby transfer and convey unto **Jeffrey R. Fenton and wife, Fawn ■ Fenton**, hereinafter called Grantee(s), their heirs and assigns, that certain tract or parcel of land in Williamson County, TENNESSEE, described as follows, to-wit:

LAND in Williamson County, TN, BEING Lot No. 29, on the Plan of Section 3, Sunny Side Estates, of record in Plat Book 5, page 67 as amended in Book 330, page 844, Register's Office for Williamson County, TN, to which plan reference is hereby made for a complete description thereof.

Being the same property conveyed to Jerome Terrell and spouse, Collette Keyser, by deed dated July 8, 2005, from Melner R. Bond III and spouse, Kimala K. Bond, of record in Book 3615, page 152, and further conveyed to Mangel Jerome Terrell and wife, Colette Keyser, by Quitclaim Deed dated February 20, 2009, from Jerome Terrell and wife, Colette Keyser, of record in Book 4743, page 715, Register's Office for Williamson County, TN.

This conveyance is subject to the taxes for the current year and subsequent years; any and all easements and/or restrictions of record; and all matters shown on the plan of record; all in the said Register's Office.

This is () unimproved (X) improved property, know as: **1986 Sunnyside Drive, Brentwood, Tennessee 37027**

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns forever; and we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness my/our hand(s) this 29th day of April, 2011.

Mangel Jerome Terrell
 Mangel Jerome Terrell

Colette Keyser
 Colette Keyser

**STATE OF TENNESSEE
COUNTY OF WILLIAMSON**

Before me, the undersigned authority, a Notary Public within and for the State and County, appeared Mangel Jerome Terrell; Colette Keyser with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon their oath(s) acknowledged themselves to be the within named bargainor(s), and that they executed the foregoing instrument of their own free will for the purposes therein set forth.

Witness my hand and official seal at office at Brentwood, Tennessee, on this the 29th day of April, 2011.


Notary Public

My Commission Expires: 9/3/2012



This document was e-recorded in Book 5313,
Page 452, Williamson Co. ROD on 5/12/11.

Book 5313 Page 452

	STATE OF TENNESSEE COUNTY OF WILLIAMSON THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS \$350,000.00
	Affiant Subscribed and sworn to before me, this 29th day of April, 2011. Notary Public MY COMMISSION EXPIRES: (AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY:
Southland Title & Escrow Co., Inc.
 7101 Executive Center Drive, Suite 151
 Brentwood, TN 37027

ADDRESS NEW OWNERS AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Fawn Fenton	Renasant Bank	013 J-A
(NAME)	(NAME)	(MAP)
1986 Sunnyside Drive	2001 Park Place North, Suite 650	035.00
(ADDRESS)	(ADDRESS)	(PARCEL)
Brentwood, TN 37027	Birmingham, AL 35203	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

For and in consideration of the sum of TEN DOLLARS, cash in hand, paid by the hereinafter named Grantee(s), and other good and valuable consideration, the receipt of which is hereby acknowledged, I/we, **Mangel Jerome Terrell and wife, Colette Keyser**, hereinafter called the Grantor(s), have bargained and sold, and by these presents do hereby transfer and convey unto **Jeffrey R. Fenton and wife, Fawn Fenton**, hereinafter called Grantee(s), their heirs and assigns, that certain tract or parcel of land in Williamson County, TENNESSEE, described as follows, to-wit:

LAND in Williamson County, TN, BEING Lot No. 29, on the Plan of Section 3, Sunny Side Estates, of record in Plat Book 5, page 67 as amended in Book 330, page 844, Register's Office for Williamson County, TN, to which plan reference is hereby made for a complete description thereof.

Being the same property conveyed to Jeronie Terrell and spouse, Colette Keyser, by deed dated July 8, 2005, from Melner R. Bond III and spouse, Kimala K. Bond, of record in Book 3615, page 152, and further conveyed to Mangel Jerome Terrell and wife, Colette Keyser, by Quitclaim Deed dated February 20, 2009, from Jerome Terrell and wife, Colette Keyser, of record in Book 4743, page 715, Register's Office for Williamson County, TN.

This conveyance is subject to the taxes for the current year and subsequent years; any and all easements and/or restrictions of record; and all matters shown on the plan of record; all in the said Register's Office.

This is () unimproved (X) improved property, know as: 1986 Sunnyside Drive, Brentwood, Tennessee 37027

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns forever; and we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness my/our hand(s) this 29th day of April, 2011.

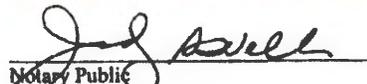
Mangel Jerome Terrell
 Colette Keyser

Book 5313 Page 453

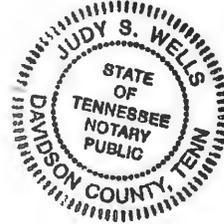
STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, the undersigned authority, a Notary Public within and for the State and County, appeared Mangel Jerome Terrell; Colette Keyser with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon their oath(s) acknowledged themselves to be the within named bargainor(s), and that they executed the foregoing instrument of their own free will for the purposes therein set forth.

Witness my hand and official seal at office at Brentwood, Tennessee, on this the 29th day of April, 2011.


Notary Public

My Commission Expires: 9/3/2012



Book 5313 Page 454

BK/DG: 5313/452-454
11015616

Certificate of Authenticity

3 PGS : DEED	
KAREN OWENS	214724 - 11015616
05/12/2011 - 02:16 PM	
VALUE	350000.00
MORTGAGE TAX	0.00
TRANSFER TAX	1295.00
RECORDING FEE	15.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	1313.00
STATE OF TENNESSEE, WILLIAMSON COUNTY	
SADIE WADE	
REGISTER OF DEEDS	

I, Kimberly Hollingshead, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

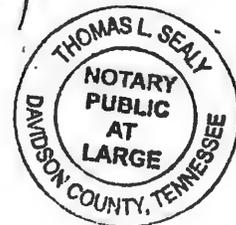
[Signature]
Signature

State of Tennessee
County of Williamson

Personally appeared before me, The Undersigned, a notary public for this county and state, Kim Hollingshead who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

[Signature]
Notary's Signature

My Commission Expires: 1/9/12



DEED OF TRUST for MARITAL RESIDENCE

WHEN RECORDED, MAIL TO:
RENASANT BANK c/o NATIONWIDE TITLE CLEARING, INC ATTN: FINAL DOCS UNIT
2100 ALT 19 NORTH
PALM HARBOR, FLORIDA 34683

This instrument was prepared by:
RENASANT BANK
2200 ABBOTT MARTIN RD. STE. 103
NASHVILLE, TENNESSEE 37215
615-463-1505

Maximum principal indebtedness for Tennessee recording tax purposes is **\$280,000.00**.

(Space Above This Line For Recording Date)

DEED OF TRUST

MIN: **100319257110400017**

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **April 29, 2011**, together with all Riders to this document.

(B) "Borrower" is **FAWN FENTON AND HUSBAND JEFFREY R. FENTON**. Borrower is the trustor under this Security Instrument.

(C) "Lender" is **RENASANT BANK**. Lender is A MISSISSIPPI CORPORATION, organized and existing under the laws of MISSISSIPPI.
Lender's address is **2200 ABBOTT MARTIN RD. STE. 103, NASHVILLE, TENNESSEE 37215**.

(D) "Trustee" is **R. RICK HART** a resident of **DAVIDSON County, Tennessee**.

(E) "MERS" is **Mortgage Electronic Registration Systems, Inc**. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of **P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS**.

TENNESSEE Single Family Fannie Mae/Freddie Mac UNIFORM INSTRUMENT with MERS Form 3043 1/01

IDS, Inc.

Page 1 of 12

Borrower(s) initials

FF JB

EXHIBIT "A"
LEGAL DESCRIPTION

File No.: 1041

Land in Williamson County, Tennessee, being Lot 29, PLAN OF SECTION 3, SUNNY SIDE ESTATES, as shown on plat of record in Plat Book 5, Page 67, in the Register's Office, Williamson County, Tennessee, to which plat reference is hereby made for a more particular description of said property.



File No.: 1041
TN Exhibit A Legal Description

Page 1 of 1

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

IN WITNESS WHEREOF, Borrower has executed this Security Instrument.

Witnesses:

Fawn Fenton (Seal)
FAWN FENTON -Borrower

Jeffrey Fenton (Seal)
JEFFREY FENTON -Borrower

STATE OF TENNESSEE, Williamson County as:

On this 29th day of April, 2011, before me personally appeared **FAWN FENTON** and **JEFFREY FENTON** to me known to be the person(s) described in and who executed the foregoing instrument, and who acknowledged the execution of the same to be his/her/their free act and deed. Witness my hand and official seal.

My Commission Expires:



Kimberly Hollingshead
Notary Public



BANCORPSOUTH BANK
5217 MARYLAND WAY (1-4 Family Real Estate no Transfer of Ownership)
BRENTWOOD, TN 37027

LIEN AFFIDAVIT

DATE: 04/29/2011

BORROWER(S): FAWN T FENTON and JEFFREY FENTON

PROPERTY ADDRESS:
1986 SUNNYSIDE DRIVE
BRENTWOOD TN 37027
WILLIAMSON County

Credit Limit/Note Amt: \$ 50000.00
(Maximum Allowed For This Program \$250,000)

Account # 161000725759

I/WE ("Borrower") are the owner of the Property and there is no lien on the property listed above ("Property") nor has any lien upon the property been given or executed or contracted or agreed to be given or executed by the undersigned borrower(s) ("Borrower") to any person except for (1) the liens disclosed below or (2) liens which will be discharged from the proceeds of the subject loan ("Loan").

First Lien: Benasant Loan Amount: \$ 280,000.⁰⁰

*Superior Lien(s) and all unverified loans with initial terms greater than 72 months indicated on Credit Bureau Report
*Superior Lien(s) refer to any lien in a position prior to our intended lien.

Superior Lien: Loan Amount: \$

Superior Lien: Loan Amount: \$

(list any additional liens on separate pages)

List all liens for which the subject Loan proceeds will be used to discharge (if applicable).

Lien: Loan Amount: \$

Lien: Loan Amount: \$

The undersigned hereby acknowledge(s) that this affidavit is executed for the purpose of inducing the lender named above to make the Loan and that the Lender will rely upon this affidavit in making the Loan and the information is correct and complete.

BORROWER(S):

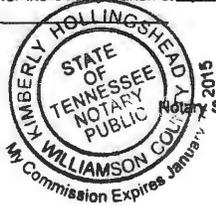
Signature: Fawn T Fenton Date: 4/29/11

Signature: Jeffrey Fenton Date: 4/29/11

Signature: _____ Date: _____

Signature: _____ Date: _____

Sworn to, by the above named borrower(s), on this 29th day of April, 20 11
Before me, a Notary Public for the County/Parish of Williamson and the state of Tennessee
My Commission Expires _____
(Notary Seal)



Notary Signature: [Signature]

QPS v 3.8.1 4/6/2011 1004283740
00161000725759488011LIDMAPP



Renoff pg1 11/2005

2014-11-09 ADD Life Insurance on Wife, in the Amount Due on Marital Residence Mortgages, to Prevent Husband from Ever Becoming Homeless IF Something Tragically Happened to Wife, After Duplex was Forfeited



Activation Form

Accidental Death and Dismemberment Insurance Underwritten
by Monumental Life Insurance Company, Cedar Rapids, Iowa

Fawn Fenton

1986 Sunny Side Dr, Brentwood, TN 37027-5404

800029337329 FENTO3 FVPZ258 S E

Please respond within 14 days

YES, I'd like to activate the \$1,000 of no-cost insurance coverage, paid by Ascend Federal Credit Union by signing below and mailing this form.

Also, please increase my coverage. I am eligible for up to \$300,000 protection.
Yours starting at \$1.00 a month per \$10,000 of additional coverage for you or \$1.50 a month to protect your family, too.

Please select your coverage amount. Acceptance guaranteed up to \$300,000.

(Check one box only):

- \$300,000 (Recommended)** \$100,000
- \$150,000 \$50,000

Choose Family or Single Coverage:

When neither box is selected, you will receive single coverage. Please check one:

- Family (Covers you, your spouse and eligible children)
- Single (Covers you alone)

Beneficiary (please print clearly): JEFFREY R. FENTON

Relationship to you: HUSBAND

PLEASE DO NOT SEND MONEY. Simply sign and mail this form today.

I hereby activate the Accidental Death and Dismemberment Insurance underwritten by Monumental Life Insurance Company. If selecting additional insurance, I authorize my premium to be billed quarterly and remitted to the insurance company from my account. Coverage begins on the effective date stated on the Certificate of Insurance provided the first premium is paid. All coverage amounts reduce to 50% at age 70. I acknowledge that I have received, read and understand all insurance disclosures on the reverse side of this form.

A 0010 0165 19553 1001 0047 0000 29 7011 FVPZ25

Signature: Fawn Fenton

Date: 11/9/2014

Must be signed by one of the addressees above.
For joint accounts, signer will be the primary insured. Must be age 18 or older.

AD1100GEM (Rev. 10/09)
Doug Smith, Licensed Insurance Agent #910348



ACP1U1T1242
W-84930-A
RA/14
© 2007 Affinion Group
F-TA10897



**Thank you for returning your completed Activation Form promptly.
Your Certificate of Insurance will be delivered to the verified address above.**

Get This Valuable Protection With No Medical Exam! You Are Guaranteed Acceptance For This Accidental Death and Dismemberment Insurance

When Your Coverage Goes Into Effect

Basic and additional Accidental Death and Dismemberment coverage will become effective on the first day of the month on the next available quarterly effective date following receipt of your activation form. Your effective date will be shown in your certificate. Additional coverage is contingent upon our receipt of the first premium prior to the due date and during the insured's lifetime.

Charge Authorization

I hereby activate the Accidental Death and Dismemberment Insurance underwritten by Monumental Life Insurance Company. If selecting additional insurance, I authorize my premium to be billed quarterly and remitted to the insurance company from my account. Coverage begins on the effective date stated on the Certificate of Insurance provided the first premium is paid. All coverage amounts reduce to 50% at age 70. I acknowledge that I have received, read and understand all insurance disclosures on the reverse side of this form. Each person participating in the plan will receive a certificate of insurance describing the exact coverage and benefits provided.

Rate Schedule

Benefit Amount:	\$300,000	\$150,000	\$100,000	\$50,000
Monthly Cost (Charged quarterly to your account):				
Single Coverage:	\$30.00	\$15.00	\$10.00	\$5.00
Family Coverage:	\$45.00	\$22.50	\$15.00	\$7.50

COVERS YOU AND/OR YOUR FAMILY FOR:

Common Carrier Accidental Death	\$600,000	\$300,000	\$200,000	\$100,000
Other Accidental Death	\$300,000	\$150,000	\$100,000	\$50,000

All coverage amounts reduce to 50% at age 70. This reduction also applies even if you have attained the age of 70 when you first obtain coverage. See Family Coverage provision for complete Family plan details.

Rates may be changed on a class basis. We will provide written notice at least 31 days prior to any change.

PC11U17T1230002*

PR4930A (R 4/14)

Questions? Call Monumental Life's Plan Administrator at 1-855-416-7385 Monday - Friday, 7:00 a.m. to 8:00 p.m., CST • Saturday, 8:30 a.m. to 5:00 p.m., CST

Underwritten by: Monumental Life Insurance Company
 The Plan Administrator is Affinion Benefits Group, LLC.
 Policy Form AD1000GCM
 Affinion Benefits Group, LLC is compensated for the placement of insurance and for the services it provides to customers on behalf of the insurance company, in addition to other compensation it may receive.
 Compensation associated with this insurance program may be paid to sponsoring entities.
 Doug Smith, Licensed Insurance Agent #910348



Important Information About Your Coverage

2017-04-06 Fawn's \$10k (13%) Raise that JEFF Negotiated for Her

March 22, 2017

FAWN,

PAYROLL INFORMATION

2017 Semi-WEEKLY PAY \$ 3,326.89

MONTHLY PAY X2 6,653.78

2017 YEARLY PAY ^{now} X12 \$79,845.36

5% RAISE 02/15/16 ^{yearly} -0.00- (Last raise 02/15/16)

2017 YEARLY PAY ^{new} \$79,845.36

CHRISTMAS BONUS 2016 6,216.00 (after tax \$4,000.00)

INSURANCE BENEFITS 20,455.32

TOTAL PACKAGE \$106,516.68

New Semi-Weekly pay amount \$ 3,326.89 (starts 02/15/16)

Monthly pay amount 6,653.78

Yearly pay amount \$79,845.36

Thank you,

**Loretta Hall
LH Accounting**

Jeff Fenton

From: Jeff Fenton
Sent: Tuesday, March 28, 2017 11:50 PM
To: Ken Adkisson
Cc: Loretta Hall
Subject: FW: Attached Image FYI
Attachments: 3197_001.pdf

Importance: High

Ken,

I'm sorry, but this is insulting! To spend \$12k on furniture and not even give a 5% Cost of Living increase to the BACKBONE of your entire company, is a pretty massive slap in the face! Especially after the year that you just had and the size of some of the contracts currently in your office.

Insurance costs always go up! We all have this wrestling match every year. An increase of only \$1,000 per month for the entire office, is a lot less than what we anticipated for this year or experienced in years past. It is the cost of doing business. Is it WORTH it to have your own firm or not?

We can't budget bills with Christmas bonuses!

Fawn really should be receiving MONTHLY bonuses by now, depending upon the work in the office, or a Partner as you have mentioned to her in the past. At this point, neither of us expect either, but if you're going to keep her limited to her salary, please have the decency to at least match inflation each year with her raises!

Fawn is what holds your company TOGETHER and makes your life WORK!

There are too many Architecture firms in Nashville right now, seeking highly qualified staff, to treat her like she is the absolute last consideration in your budget!

I'm not telling Fawn that I sent this to you, but I'm hoping that you'll make this RIGHT.

JEFF FENTON
METICULOUS.TECH
(615) 837-1300 OFFICE
(615) 837-1301 MOBILE
(615) 837-1302 FAX

**TECHNICAL CONSULTING, SERVICES, AND SOLUTIONS,
WHEN IT'S WORTH DOING RIGHT THE FIRST TIME!**

SUBMIT OR RESPOND TO A SUPPORT TICKET HERE.

A DIVISION OF METICULOUS MARKETING LLC

Jeff Fenton

From: Ken Adkisson <kadkisson@adkissonarchitects.com>
Sent: Wednesday, March 29, 2017 10:17 AM
To: Jeff Fenton
Cc: Fawn Fenton; Loretta Hall
Subject: Re: Attached Image FYI

Thanks for all your input and opinions. Fawn and I will continue to develop a compensation package that she is comfortable with.

Sent from my iPhone

On Mar 29, 2017, at 9:09 AM, Jeff Fenton <Jeff@Meticulous.tech> wrote:

I've known several small companies who pay annual bonuses in the \$20k - \$30k range for their top tier staff.

I'm not trying to belittle the Christmas bonus that you sometimes offer, I'm just saying that isn't unusual amongst top ranking professionals in my experience.

Thanks.

Jeff Fenton
METICULOUS.tech

Sent by my iPhone

From: Ken Adkisson <kadkisson@adkissonarchitects.com>
Sent: Wednesday, March 29, 2017 7:38:42 AM
To: Jeff Fenton
Cc: Fawn Fenton
Subject: Re: Attached Image FYI

Jeff, pls calm down. Fawn and I have not settled on a raise until we see what the new health insurance premiums will be. This is her suggestion. Pls remember that in addition to a \$6,000.00 year end bonus, I'm paying for 100% of your health care. I doubt very few companies do that.

Sent from my iPhone

Jeff Fenton

From: Fawn Fenton <ffenton@adkissonarchitects.com>
Sent: Wednesday, March 29, 2017 10:39 AM
To: Loretta; Jeff Fenton
Cc: Ken Adkisson
Subject: RE: Attached Image FYI

Ok all of you, we are done talking about this for now.
No more input needed.
Thanks,
Fawn

From: Loretta [mailto:lhallaaccounting@yahoo.com]
Sent: Wednesday, March 29, 2017 9:35 AM
To: Jeff Fenton <jeff@meticulous.tech>
Cc: Ken Adkisson <kadkisson@adkissonarchitects.com>; Fawn Fenton <ffenton@adkissonarchitects.com>
Subject: Re: Attached Image FYI

Jeff,

Just FYI.

In the other companies that I am working with NONE of them paid full coverage for employee insurance. As a matter of fact Bubba work for Ford for 30 years, has been retired for 10. The company totally paid his insurance until 5 years ago. Times have changed. Large and small companies have found it hard to survive with with the rising cost of insurance. Not only has healthcare insurance went through the roof, but the companies are also faced with liability insurance rising, workmens comp insurance, umbrella insurances, etc.....

From the email that Ken sent I did not see where an amount had been decided for raise or insurance deduction. The last that was discussed: was that the amount of salary would be addressed after insurance amounts were determined for this year.

We also have to keep in mind that in the past when jobs were few and money was low, salary was not adjusted. So are employees willing to adjust back if times get slim. ???

As far as furniture for the office. Adkisson has not bought new furniture in YEARS. This is an item that can be depreciated on taxes. Hopefully our NEW President will work for the companies to give them additional tax relief that was taken away by Obama.

In my opinion the compensation package should be decided between the employer and the employee.

Have a wonderful day!
Loretta

Jeff Fenton

From: Jeff Fenton
Sent: Wednesday, April 5, 2017 1:23 PM
To: Ken Adkisson; Loretta
Cc: Fawn Fenton (ffenton@adkissonarchitects.com)
Subject: Two Alternate Pay Structures which I Believe would be FAIR and Successful for Your Firm | Assets & Tax Benefits: Stuff vs. PEOPLE
Attachments: 3197_001.pdf
Importance: High

Hello Ken & Loretta,

Prompted by Loretta’s email last Wednesday, I’ve invested some time contemplating different compensation structures and decided to share TWO with you here, both which I believe would be fair, equitable, and rewarding for both you and Fawn, while providing your company with an “emergency relief valve” if times got tough, as Loretta mentioned.

I do believe that Loretta made some good points in her email, but I also believe that some of her comments regarding the tax benefits of purchasing furniture over increasing salaries are mistaken, misleading, or incorrect.

Since I find myself working on my Schedule ‘C’ today for the IRS (which I am very familiar with for small business taxes), I decided to chime back in and share my thoughts, hoping that they be heard, so that no one be unnecessarily confused about this issue.

As for the depreciation and tax benefits of purchasing the new FURNITURE, I’m versed enough in tax code to understand that there is NO TAX benefit for writing off furniture which EXCEEDS the TAX BENEFITS of writing off employee SALARIES and BONUSES! Salaries and bonuses can be 100% WRITTEN-OFF in the SAME tax year, provided that you have enough income. IF at the end of the year, your business is operating at a loss, because of not enough income, then whatever portion of your operational expenses (salaries, bonuses, business interest, etc…) can be HELD OVER and written-off in subsequent tax years (much the same as “depreciation”). The TAX BENEFITS of investing in your PEOPLE always exceeds investing in your STUFF, as long as your income can support it! Likewise, if you want, you can FINANCE employee salaries and bonuses and WRITE-OFF the INTEREST from your line-of-credit (as long as you keep the line-of-credit purely for business expenses), exactly the same as you plan to write-off the INTEREST by financing the FURNITURE! Both expenses go on the exact same line of your Schedule-C: “Other Interest”, and there is absolutely no TAX BENEFIT to financing STUFF over PEOPLE or PEOPLE over STUFF. The TAX BENEFITS for BOTH are IDENTICAL! It is simply a matter of which YOU PREFER to INVEST IN!

In reference to Loretta’s question “We also have to keep in mind that in the past when jobs were few and money was low, salary was not adjusted. So are employees willing to adjust back if times get slim. ???”, I believe that the

answer to that question relies upon ONE simple factor: **How much Ken is willing to “share the wealth” when business is good!**

For the sake of illustrating this, I will just guess at some round numbers here, which sound fair to me:

- If Ken had a base salary (without benefits/insurance/etc...) of **\$200k** per year.
- If Fawn had a base salary (without benefits/insurance/etc...) of **\$125k** per year.
- If there were financial transparency between them, and Fawn was invited to weigh-in on significant financial decisions which could affect BOTH of their salaries.
- THEN I think that it would be ABSOLUTELY FAIR, if when business was down, that BOTH Ken and Fawn took temporary pay cuts, of EQUAL PROPORTION to their annual salaries.
 - For example, if it was a slow month, Fawn and Ken could both take a **25%** or even a **50%** cut off of their base salaries, to help keep the firm afloat.
 - Likewise, if the company caught back up, they could each receive bonuses to personally catch back up, which again should be EQUALLY PROPORTIONED to their annual salaries.
 - So hypothetically, in that scenario, **Ken’s Annual Salary** would divide out to approximately **\$16,700 per month**, and **Fawn’s Annual Salary** would divide out to approximately **\$10,400 per month**.
 - So if business was down and they each took a 25% pay cut for a couple of months, Ken would make around \$12,500 and Fawn would make around \$7,800 per month temporarily.
 - Similarly, if business was really bad and they needed to take a 50% pay cut for a month or two: Ken would make around \$8,300 and Fawn would make around \$5,200 per month temporarily.
 - **I think that Fawn would be very pleased with this arrangement**, I don’t think that you’d hear any complaining out of her, provided there were financial transparency and she could see what to expect, when, and why.

If cash flow is a concern, then to keep operational costs down, another option would be to use a lower SALARY structure for BOTH, driven by monthly or quarterly BONUSSES, equally proportionate again to their base salaries.

Below I will illustrate this pay structure, again guessing at round numbers which sound fair to me:

- If Ken had a base salary (without benefits/insurance/etc...) of **\$150k** per year.
- If Fawn had a base salary (without benefits/insurance/etc...) of **\$100k** per year.
- If there were financial transparency between them, and Fawn was invited to weigh-in on significant financial decisions that could affect BOTH of their salaries.
- THEN I think that it would be ABSOLUTELY FAIR, if when business was down, that BOTH Ken and Fawn took temporary pay cuts, of EQUAL PROPORTION to their annual salaries.

- So hypothetically, in this scenario, **Ken's Annual Salary** would divide out to approximately **\$12,500 per month**, and **Fawn's Annual Salary** would divide out to approximately **\$8,300 per month**.
- So with the sum of their two annual salaries being \$250k per year, the **RATIO for COMPENSATION** here would be **60% for KEN**, and **40% for FAWN**.
- So then based upon some metrics for how much funding should be kept in the corporate bank account and when there is "excess" because business is booming (and you are both working a lot harder as a result), then you could figure out some calculation for MONTHLY or QUARTERLY BONUSSES for both KEN and FAWN.
- In this scenario, say there is \$30,000 "extra" to be distributed between you as a BONUS, then Ken would receive a bonus of \$18,000 (in addition to his salary that month) and Fawn would receive a bonus of \$12,000 (in addition to her salary that month).
- Likewise in this scenario, since Ken is fairly "sharing the wealth" during the "good/busy" times, if for some reason business took a downturn, then it is only FAIR that Fawn would share the burden by taking a temporary pay cut with Ken, once again EQUALLY PROPORTIONED to their annual salaries, so as to distribute the burden FAIRLY.
- So if business was slow and they each took a 25% pay cut for a couple of months, Ken would make around \$9,375 and Fawn would make around \$6,225 per month temporarily.
- If deeper cuts were necessary, as long as they remain equally proportioned to their annual salaries, I don't believe that Fawn would have any problem with it.
- To me this seems like a significantly more FAIR compensation plan, for what Fawn brings to Adkisson & Associates, rewarding her appropriately for when she must work much harder, while protecting the company from higher committed salaries.
- However, to choose NOT to "share the wealth" during the good times (except for a small bonus at Christmas... maybe), but to consider asking employees to take a pay cut during the hard times, I find completely unfair, unrealistic, and to be honest, quite offensive.

Ultimately I agree that it is up to FAWN to negotiate for a more fair and favorable compensation package from Ken. When society talks about women making less money than men in the workforce, I believe that this is the primary reason WHY: because women typically aren't very aggressive negotiators, so they are often taken advantage of by their employers and paid LESS than they are WORTH. That upsets me, I want to stand-up for Fawn, speak the TRUTH, and DEFEND her, but at the end of the day, if Fawn doesn't demand more, and Ken can get away with paying less, the odds are that he will continue to do so.

Regarding what both Ken and Loretta have pointed out, about Ken being one of the only companies left today, who provides 100% employer paid health care, as I stated to Ken earlier, both Fawn and I recognize that and appreciate it. With that being said, we also recognize that this company paid expense/employee benefit is part of Fawn's "compensation package", which she negotiated for at her time of hiring. This is not and was never offered as a "gift", or just some "kind gesture", but is a

portion of Fawn's COMPENSATION, for which she has agreed to be employed by Adkisson/Harrison, and now Adkisson Architects.

Personally, I believe that is the main reason why Loretta provides each staff member with the attached annual financial summary, so that each employee can clearly SEE, be reminded, and understand how much they are COSTING the company; to help make an \$80k per year salary feel more like a \$100k per year salary, again because of the enormous health care expenses.

I have no argument about how INSANELY health care costs have risen for the past several years, but I can't change that either. From my understanding, larger companies survive it better than smaller firms, simply because of the greater diversity of age between their employees, whereas Ken's company is the worst possible demographic regarding health care costs (Everyone insured is old, overweight, and sickly - myself included ☺.) Insurance for your firm was actually CHEAPER when Tyler was employed, simply because he brought down the AVERAGE AGE for your small group plan.)

At the end of the day, \$80k is still all that we can budget our bills on (with absolutely no provisions for retirement). It is NOT a very substantial increase since Fawn was HIRED, though her responsibilities have increased 10-fold. Over the past decade, Fawn has faithfully served Ken's company, through the company's UPS and DOWNS, even when Adkisson Architects looked destined to fold, yet she refused to abandon Ken to save her own neck, but risked everything to hang-on! Even now, when I show Fawn advertisements for BETTER opportunities with larger firms, and I encourage her to take the NEXT STEP toward advancing her career, although Fawn can clearly "read the writing on the wall" and she agrees with my conclusions, Fawn's largest concern by FAR, is what will happen to Ken? The office? Bob and Don who couldn't get a job drafting anywhere else? (Because they only know how to use Microstation, which is NOT the industry standard for drafting.) Fawn keeps putting on the "OWNER'S HAT" and CARING about the COMPANY, but when it's time for her bi-monthly paycheck, the company sees her as just another employee, and compensates her accordingly.

So WHY do I MENTION this when Fawn has so far chosen not to confront Ken about it? Because I believe that there is still HOPE and an OPPORTUNITY HERE for GROWTH and PROSPERITY, for both KEN and FAWN, IF Ken is willing to explore some significant changes. On the other hand, it is my belief that Fawn has already given-up, and believes that her employment opportunities have already "topped-out" here with Ken, and that she'll NEED to move-on in order to move-up. The timing of which I'm not sure of, and I wish I could influence more significantly.

If nothing else, I'm hoping that this will serve as a "head's-up" for Ken, so that he can either ponder changing or prepare for the inevitable, so that when Fawn is frustrated enough and ready, she won't feel a huge "transitional obligation" to Ken and his firm, as she moves on to explore greener pastures.

Respectfully,

JEFF FENTON

METICULOUS.TECH

(615) 837-1300 OFFICE

(615) 837-1301 MOBILE

(615) 837-1302 FAX

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April 6, 2017

FAWN,

PAYROLL INFORMATION

2017 Semi-WEEKLY PAY	\$ 3,326.89	
MONTHLY PAY	X2 <u>6,653.78</u>	
2017 YEARLY PAY <small>now</small>	X12 <u>\$79,845.36</u>	
13% RAISE 04/06/17 <small>yearly</small>	<u>\$10,154.64</u>	<small>(Last raise 02/15/16)</small>
2017 YEARLY PAY <small>new</small>	<u>\$90,000.00</u>	
CHRISTMAS BONUS 2016	6,216.00	<small>(after tax \$4,000.00)</small>
INSURANCE BENEFITS	<u>20,455.32</u>	
 TOTAL PACKAGE	 <u>\$116,671.32</u>	

New Semi-Weekly pay amount	\$ 3,750.00	(starts 04/15/17)
Monthly pay amount	<u>7,500.00</u>	
Yearly pay amount	<u>\$ 90,000.00</u>	

Thank you,

**Loretta Hall
LH Accounting**

2017-04-27 Jeff CHOSE to TERMINATE Adkisson IT Contract
Story NARRATIVE was FALSE Again that I did Damage and was FIRED!

Jeff Fenton

From: Ken Adkisson <kadkisson@adkissonarchitects.com>
Sent: Thursday, April 27, 2017 4:01 PM
To: Jeff Fenton
Cc: Fawn Fenton; Loretta
Subject: RE: IT & Web Work

Thank you Jeff, we certainly appreciated your efforts. Good luck in the future.

Ken Adkisson, President
Adkisson & Associates, Architects, Inc.
3322 West End Ave., Suite 103
Nashville, Tennessee 37203
(615) 298-9829
kadkisson@adkissonarchitects.com

From: Jeff Fenton [mailto:Jeff@Meticulous.tech]
Sent: Thursday, April 27, 2017 2:50 PM
To: Ken Adkisson
Cc: Fawn Fenton; Loretta
Subject: IT & Web Work
Importance: High

Hello Ken,

It doesn't look like this relationship is going to work out anymore. Fawn tells me that you have a new IT guy that you want to try, and really I've reached my limit of what I'm willing to put up with, for what I'm being paid.

One thing that I just won't tolerate is **people taking bad about me behind my back**, while I'm honestly trying to HELP them by extending the life of their equipment, considering every EXPENSE and every DECISION as if it were my OWN money and equipment, while working on nights and weekends so not to disturb the workflow of your office, etc... Every other tech guy you will pay \$\$ plus you will pay your drafters to stand around the office with their thumbs up their butts while he works on their computers. When was the last time that your office had any DOWN-TIME due to mechanical failures?

When was the last time that you had to kick-out thousands of dollars unexpectedly because of surprise system failures? I believe that you have FORGOTTEN how GOOD you have had it (technologically), for the past few years!

The problem with anticipating and meeting people's needs BEFORE there is a CRISIS, is they frequently fail to RECOGNIZE or APPRECIATE the WORK that I did to make that possible! I used to think that you could see it, and recognized that it was a "win/win" relationship between us, but not anymore.

How would you FEEL if I talked bad to Fawn about your WIFE all day? I'm not going to play that game.

Since you can no longer realize the VALUE which I bring to your organization on my own, I'm out!

If you are agreeable, I will refund your \$2,500 deposit for your website rebuild, minus any reimbursable expenses (very minor), and a few office tech expenses which I have not yet billed you for. Then you can go hire ANYONE that you want to build your website, it **will be OFF MY PLATE!** I wish that it hadn't taken me so long to reach this conclusion, your website rebuild was the LAST web project that I've accepted (I've been turning people down for two years), because of how much TIME and coordination they require with clients to complete, yet I never seemed to be able to find TIME to rebuild your site, so I failed. I'd rather accept that and move forward, than continue to make empty promises and waste more of my TIME and YOURS.

Likewise, I'd like to end ALL of MY business with your company. I don't want Fawn to be stuck in the middle anymore. So if you need IT help, even if it is the smallest question that Fawn knows that I can answer in two minutes, please don't ask Fawn or anyone else to call me. I'm DONE! I will even refuse to help my loving wife, with any problems which she encounters in YOUR OFFICE.

I've provided detailed NOTES about most of the work that I performed inside the [IT] folder on your Server's desktop, so that someone could easily follow behind me. If they can't find the information they need there, then I'm sorry, they'll need to figure it out the same way that I did. I've tried to be very open and to document my work, but it all takes TIME, which costs more money... and no one is perfect. I'm not interested in being your on-call knowledgebase for any price. That's someone else's problem now!

Please hire a local website / hosting company / registrar / and administrator whom you personally TRUST (they can easily steal your digital assets, domain names, etc... if they are not TRUSTWORTHY.) **I would like to get all of your digital assets (website/domain names/etc...) off of my servers and out of my accounts as soon as possible. It's not an emergency, I think that probably a month should be a reasonable amount of time for you to have that work completed, if not then please two months at the most.** I will pro-rate and refund any unused hosting time once it is all completed. (Please make sure that the people you HIRE are COMPETENT to do all the work on their OWN. At your direction, I will provide them with the server address and credentials that they need to remove your website from my server, as well as to port your domain names from my registrar's reseller account to their own. I will not be responsible in assisting ANYONE with the migration of your website and domain names, the changing or setup of your DNS to work with the new host or to continue to work with your existing email accounts, or to ensure that your web assets are transferred properly and WORK on the new server space, or the domains with the new registrar, EXCEPT TO THE EXTENT THAT I RELEASE THEM FREELY. (You should be careful, a lot of people/companies will hold your website and domain names HOSTAGE, I don't play that game!)

I recommend that you ensure that your new webhost/registrar is a **MICROSOFT PARTNER, familiar with Office-365, so that they can take over the "DELEGATED ADMINISTRATION" for your Office-365 account, and prevent any disruptions in your email flow after moving your domain names or site out of my accounts. I will not have ANY responsibility to FIX someone else's screw-ups! My responsibility shall be limited to maintaining your service until I've surrendered your credentials, and to release your web assets forthwith.** Beyond that, all that I can recommend, is that you hire **COMPETANT and EXPERIENCED people!** (The slightest screw-up and your whole office's email could stop working for days, as they try to isolate and fix the problem. IF that happens, it will be beyond the scope of my responsibility!) Once ANYONE else has credentials to access or move your digital assets, they **ALONE** are responsible for anything and everything that happens there forward.

I will hold \$500 from the deposit of your refund to charge you for any of my time/mileage required to return your assets (both digital and physical) and complete this transition. From this point forward, all my **TIME** will be billed at my normal rate of \$45 per hour, as by this notice our service agreement is now officially terminated. Upon final completion, I will return to you any remaining funds or bill you for any overages.

I will be returning to your office ALL of your DISASTER RECOVERY DRIVES from my fire vault, which you should pay to keep off-site in a safe deposit box again, in case of an emergency. Should you ever need to restore any of those images, you will need to hire a tech who is competent with partition and full-disk **CLONING**, using software such as Clonezilla, NovaBackup, Acronis True Image, and Windows 7 Backup Images.

For a few years I believed that this relationship was mutually beneficial, I regret that it did not end better, but I prefer to accept the reality than to continue with the current tension.

I hope for nothing but the best for you and your business in all your future endeavors.

Sincerely,

(On the bright side, this should be my last LONG email! ☺)

JEFF FENTON
METICULOUS.TECH

(615) 837-1300 **OFFICE**
(615) 837-1301 **MOBILE**
(615) 837-1302 **FAX**

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2017-08-28 CUSTOM "NO TRESPASSING" SIGNS DESIGNED BY WIFE AT HER WORK, USING THEIR CAD SOFTWARE! THIS WAS MS. STORY'S CHIEF "EVIDENCE" TO ASSASSINATE MY CHARACTER WRONGFULLY ATTRIBUTED TO ME, COURT CALLS "DISTURBING" (THEY LIED AGAIN TO "MONSTRATIZE" ME!)

Invoice																								
		The Sign Center 7107 Crossroads Blvd., Suite 104 Brentwood, TN 37027 ph.: 615-377-0148 fax: 615-377-4742 email: Dave@TheSignCenterUSA.com			Invoice: 37535		CUSTOM "No Trespassing" Signs - DESIGNED BY FAWN at Work on Adkisson's CAD Architectural Software																	
Description: custom routed shape Trespassing sign Customer: Jeff Fenton Salesperson: Fenton, Jeff					ph: (615) 837-1301 email: Jeff@FentonMail.com																			
Product	Font	Qty	Sides	Height	Width	Unit Cost		Item Total																
1	ALUM .080 (Pre Cut)	2	1	36	24	\$217.50		\$435.00																
Color: custom on custom																								
Description: Aluminum (.080) Sign																								
Text:																								
<p align="center">Payments Received (thank you)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Date</th> <th>Amount</th> <th>Payment Method</th> <th>Tracking Number</th> </tr> </thead> <tbody> <tr> <td>8/28/2017 4:44:04PM</td> <td>\$275.24</td> <td>Cash</td> <td></td> </tr> <tr> <td>8/3/2017 3:22:37PM</td> <td>\$200.00</td> <td>Cash</td> <td></td> </tr> <tr> <td colspan="2">Total Payments:</td> <td>\$475.24</td> <td></td> </tr> </tbody> </table>								Date	Amount	Payment Method	Tracking Number	8/28/2017 4:44:04PM	\$275.24	Cash		8/3/2017 3:22:37PM	\$200.00	Cash		Total Payments:		\$475.24		
Date	Amount	Payment Method	Tracking Number																					
8/28/2017 4:44:04PM	\$275.24	Cash																						
8/3/2017 3:22:37PM	\$200.00	Cash																						
Total Payments:		\$475.24																						
Other Payments: _____ Form of Payment / Amount / Initials				Ordered: 8/3/2017 3:16:38PM PickedUp: 8/28/2017 4:34:16PM Printed: 8/28/2017 4:44:45PM Status: Closed																				
Notes: _____				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Line Item Total:</td> <td>\$435.00</td> </tr> <tr> <td>Subtotal:</td> <td>\$435.00</td> </tr> <tr> <td>Taxes:</td> <td>\$40.24</td> </tr> <tr> <td>Total:</td> <td>\$475.24</td> </tr> <tr> <td>Total Payments:</td> <td>\$475.24</td> </tr> <tr> <td>Balance Due:</td> <td>\$0.00</td> </tr> </table>				Line Item Total:	\$435.00	Subtotal:	\$435.00	Taxes:	\$40.24	Total:	\$475.24	Total Payments:	\$475.24	Balance Due:	\$0.00					
Line Item Total:	\$435.00																							
Subtotal:	\$435.00																							
Taxes:	\$40.24																							
Total:	\$475.24																							
Total Payments:	\$475.24																							
Balance Due:	\$0.00																							
ATTN: Jeff Fenton Fenton, Jeff 7101 Executive Center Dr. Suite 147 Brentwood, TN 37027				Payment due upon completion of order. Received/Accepted By: _____ / /																				
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1986 Sunny Side Drive

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~ ALL OTHERS ~

STOP

NO TRESPASSING
(U.S. Const. amend. IV / T.C.A. §§ 39-14-405--39-14-407)

DELIVERIES: Please Leave at the Garage.
VISITORS: Confirmed Appointment Required in Advance.
EMERGENCIES: Ambulance & Fire Services Permitted to Protect Life and Property.

ALL OTHER IMPLIED LICENSE TO ENTER IS HEREBY REVOKED.

NO ENTRY to LAW ENFORCEMENT
or government representatives, except when responding to an alarm or distress call from within this residence.
 ✦ "Knock-and-Talk" is expressly Forbidden. ✦

▶ **Please Don't Proceed Past the Ditch** ◀
unless invited onto this property by the owners, or meeting the conditions above.

WHY SO VERBOSE? See what TN COURTS have DONE! www.TennesseeTrespassing.com

Audio & Video Surveillance In Use:
BY BEARING YOU AUTHORIZE THE USE OF ANY MEDIA CAPTURED BY YOU, FOR ANY PURPOSE. YOU AGREE TO Indemnify and Hold Harmless the Persons (property owners) of ALL Claims.

Violators will be Held Socially & Legally Accountable, through ANY Media Channel or Publication, both Online and Otherwise, and IF you do NOT AGREE to the Foregoing, Please do NOT ENTER this Property.

Jeff Fenton

From: Fawn Fenton <ffenton@adkissonarchitects.com>
Sent: Wednesday, August 2, 2017 6:13 PM
To: Jeff Fenton
Subject: RE: Very Minor Change in Dimensional PDF WITH BLEED
Attachments: Jeffy Sign_Bleed Dimensions.pdf

Ok here it is

From: Jeff Fenton [mailto:Jeff@Meticulous.tech]
Sent: Tuesday, August 01, 2017 10:50 PM
To: Fawn Fenton <ffenton@adkissonarchitects.com>; Fawn Fenton <fawn@fentonmail.com>
Subject: Very Minor Change in Dimensional PDF WITH BLEED

Hello Lovie,

Can you please make just one minor change for me of the ONE dimensional PDF, which includes the BLEED?

I'd like to change the LABEL on the bottom of the page:

- FROM: "DIMENSIONS OF PRINT COPY WITH BLEED"
- TO: "DIMENSIONS OF OVERPRINT COPY WITH ¼" BLEED"

Exactly as quoted above please! I know that I gave you the wording last time, but in working on this I've remembered that the term "overprint" is what is commonly referred to as the copy WITH Bleed, and that it would be helpful to specify the exact amount of bleed used throughout.

That is the ONLY change. Please just the highlighted text above (without the highlight), replacing the label at the bottom of the sheet.

Everything else is PERFECT!

THANKS LOVIE!!!

JEFF FENTON
METICULOUS.TECH
(615) 837-1300 OFFICE
(615) 837-1301 MOBILE
(615) 837-1302 FAX

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Jeff Fenton

From: Fawn Fenton
Sent: Sunday, July 23, 2017 7:51 PM
To: Fawn Fenton; Jeff Fenton
Subject: deer graphics for sign

<http://www.canstockphoto.com/deer-family-9892059.html>

<http://www.canstockphoto.com/whitetail-deer-silhouettes-4347808.html>

Sent from [Mail](#) for Windows 10

CUSTOM "No Trespassing" Signs - DESIGNED BY FAWN at Work on Addisison's CAD Architectural Software

https://www.canstockphoto.com/deer-family-9892059.html
Register Sign In Plans and Pricing

Research Pets Finance Weather Social Phone Surveillance Workflow Most Visited Request a return K0991

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Deer Family



Vector black and white illustration of deer family. mother feeding cattle.

[Add to Favorites](#) [Save Comp](#)

Pricing Help Me Choose

File Size	inches	cm	USD
Small JPEG	800x664 px	- 72 dpi	\$2.50
Medium JPEG	1600x1327 px	- 200 dpi	\$6.00
Large JPEG	3000x2488 px	- 300 dpi	\$7.00
X-Large JPEG	4000x3318 px	- 300 dpi	\$8.00
<input checked="" type="radio"/> EPS Vector	Scalable to any size		\$12.00

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 More Options Total: \$12.00 USD

Download Now

No Signup Needed

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Collection of silhouettes of wild



The deer drawn on a maple leaf



vector illustration of beauty deer family silhouette with sunset



Cartoon illustration of a deer family. Father



Set of Deer family vector, illust

Illustration Information

by **Copestello**
 Member since July 2, 2007 1,139 images

esp9892059 uploaded on 2012-06-15.

animal antelope art black cattle clip cute deer design doe element fawn group illustration isolated mammal nature reindeer shape sign silhouette white wildlife vector family feeding stock illustration royalty free illustrations stock clip art icon stock clipart icons logo line art EPS picture pictures graphic graphics drawing drawings vector image artwork EPS vector art

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4.8 AVERAGE
2281 REVIEWS

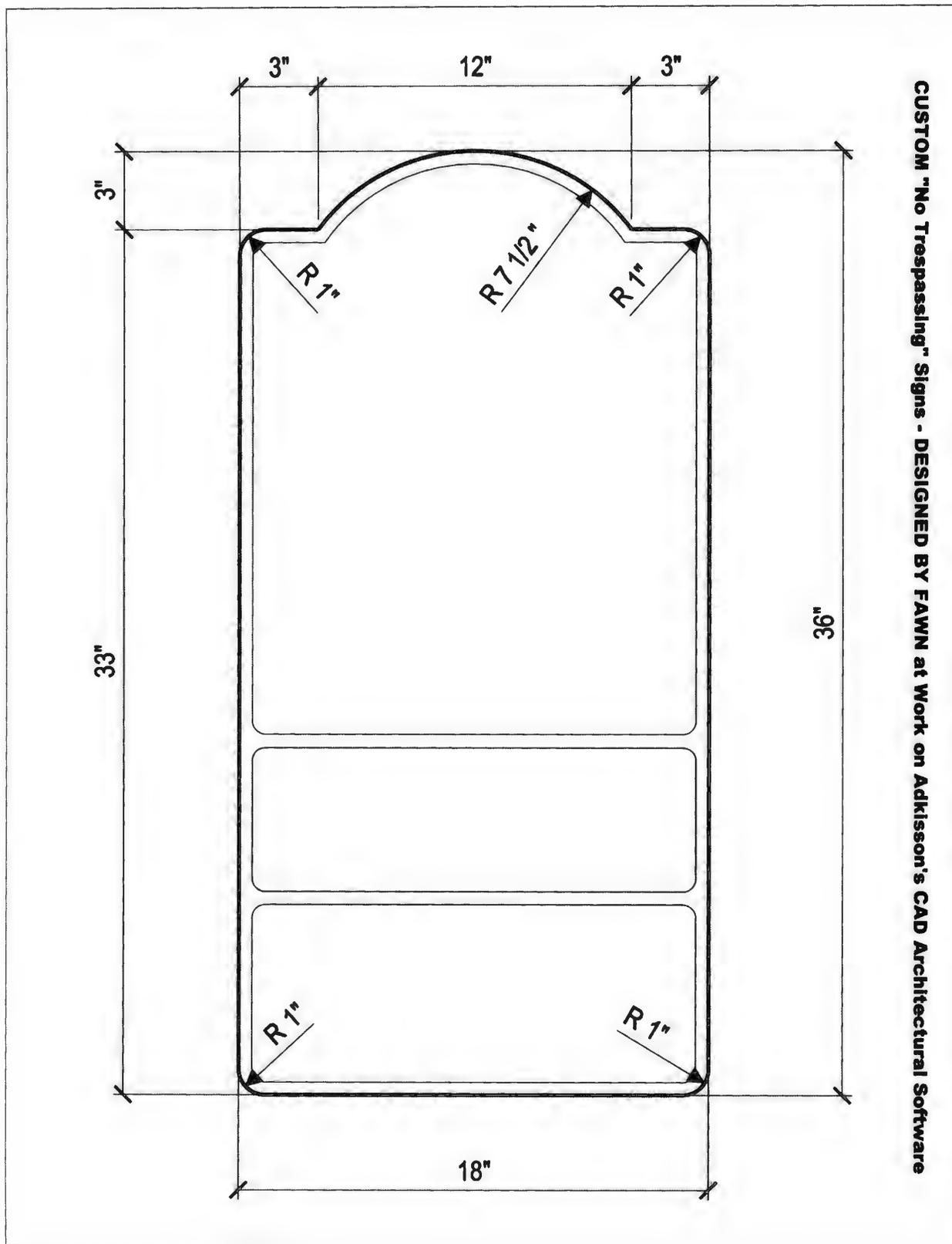
[Help](#) [Contact Us](#)

[International Sites](#)

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{ Page 84 of 295 }

FRBP Violated: #3:19-bk-02693 TENNESSEE: #M2019-02059-COA-R3-CV (WILCO: 48419B) JRF.125.1084.00



Jeff Fenton

From: Fawn Fenton <ffenton@adkissonarchitects.com>
Sent: Friday, July 28, 2017 3:30 PM
To: Jeff Fenton
Subject: RE: Sign!
Attachments: Jeffy Sign2.dgn

Here's the Microstation file, just in case.

From: Jeff Fenton [mailto:Jeff@Meticulous.tech]
Sent: Friday, July 28, 2017 2:24 PM
To: Fawn Fenton <ffenton@adkissonarchitects.com>
Subject: RE: Sign!

Cool! So that is the v2000, right?

Can you send me the microstation master just to have, or have changes been made in the AutoCad version, where it is now the working master?

JEFF FENTON
METICULOUS.TECH
(615) 837-1300 OFFICE
(615) 837-1301 MOBILE
(615) 837-1302 FAX

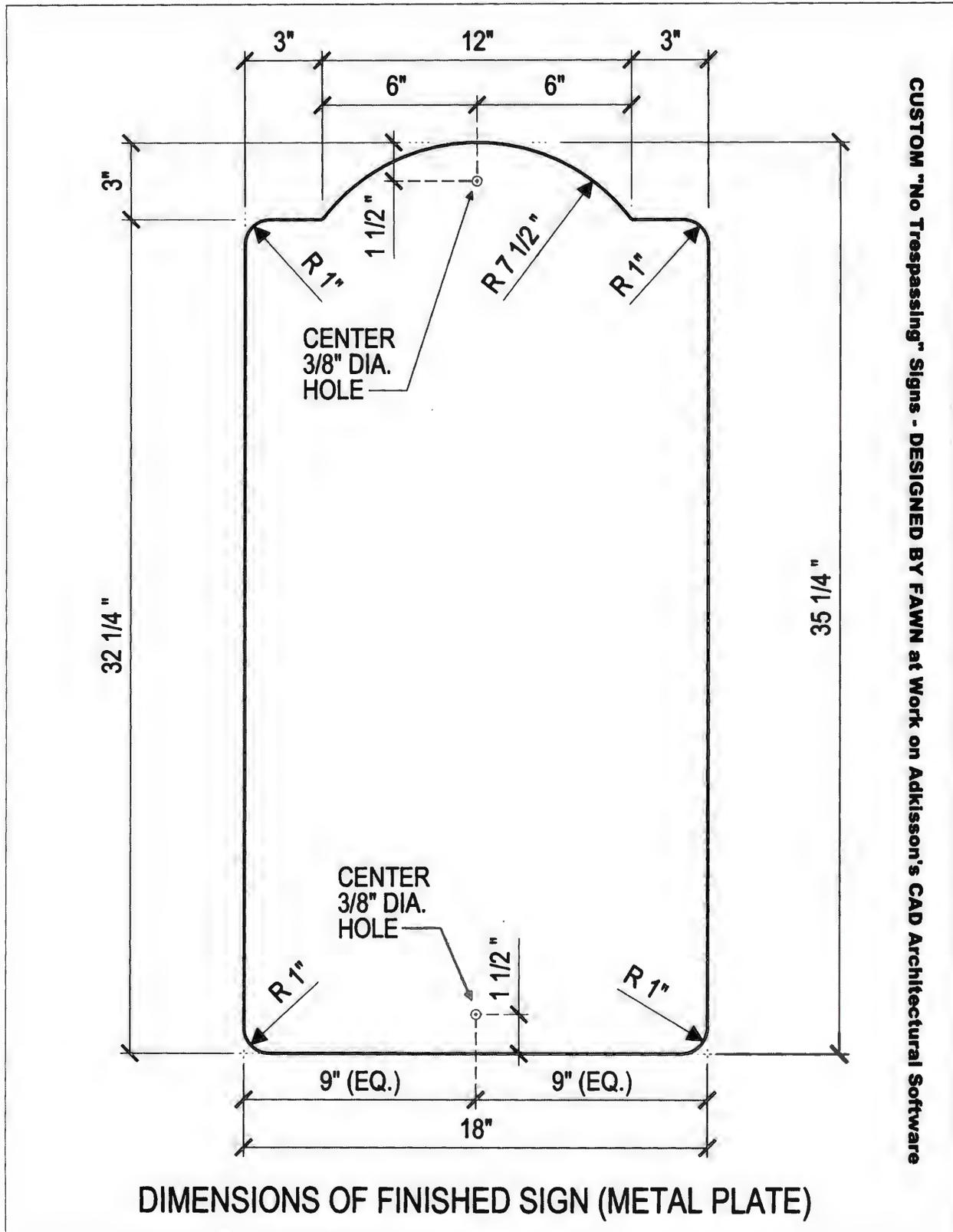
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From: Fawn Fenton [mailto:ffenton@adkissonarchitects.com]
Sent: Friday, July 28, 2017 2:21 PM
To: Jeff Fenton <Jeff@Meticulous.tech>
Subject: Sign!

Whee.... Autocad finally came up!
I changed the layer names to be descriptive of exactly what they are. I added a layer for the 1/4" outside bleed lines. Let me know if this isn't what you wanted.

CUSTOM "No Trespassing" Signs - DESIGNED BY FAWN at Work on Adkisson's CAD Architectural Software



Jeff Fenton

From: Fawn Fenton <ffenton@adkissonarchitects.com>
Sent: Monday, July 31, 2017 9:11 PM
To: Jeff Fenton
Subject: RE: Sign PDFs
Attachments: Jeffy Sign_Master.dgn

CAD File Master.....

From: Fawn Fenton
Sent: Monday, July 31, 2017 8:06 PM
To: 'Jeff Fenton' <Jeff@Meticulous.tech>
Subject: RE: Sign PDFs

Again...

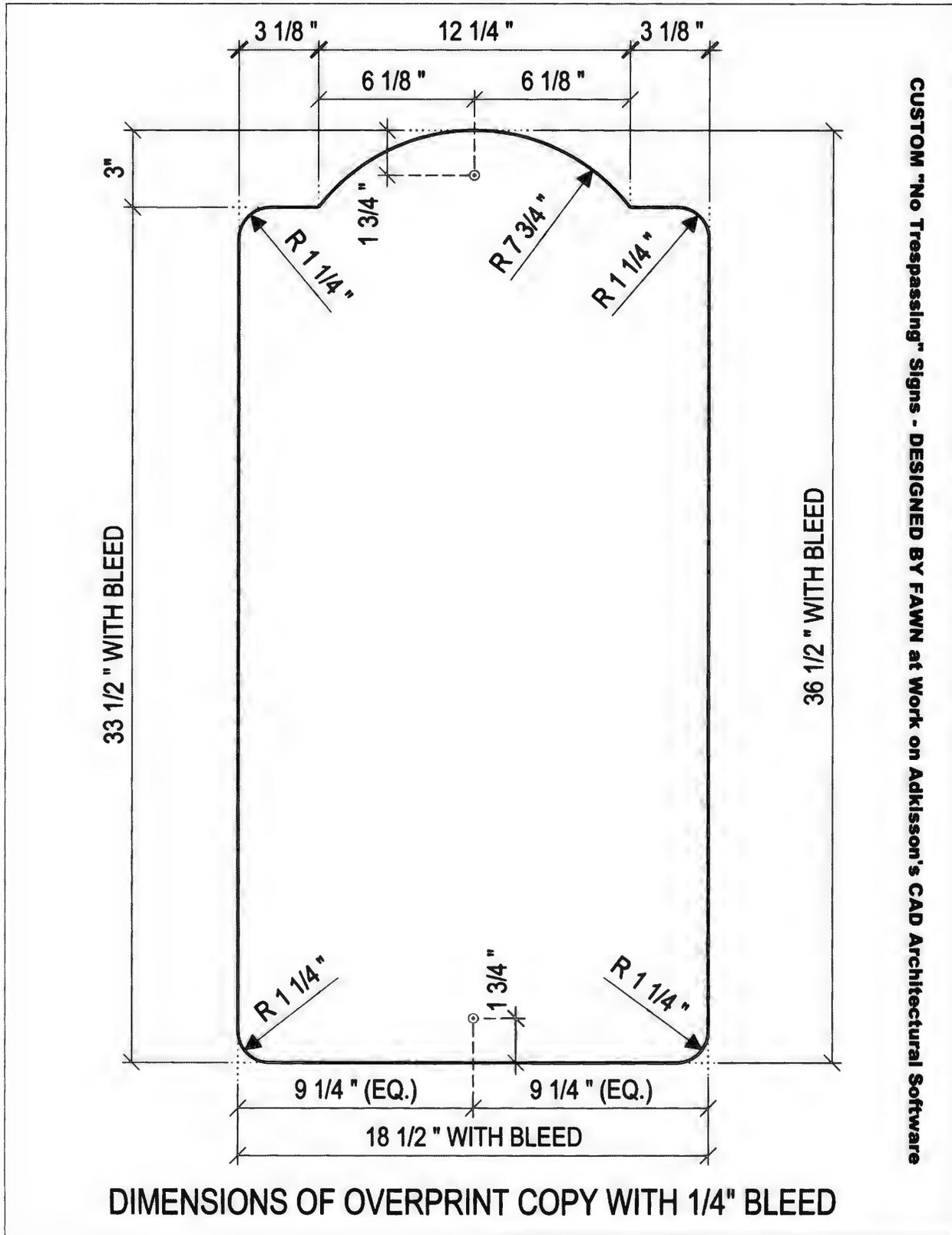
From: Fawn Fenton
Sent: Monday, July 31, 2017 7:47 PM
To: 'Jeff Fenton' <Jeff@Meticulous.tech>
Subject: RE: Sign PDFs

Revised again....

From: Fawn Fenton
Sent: Monday, July 31, 2017 7:41 PM
To: 'Jeff Fenton' <Jeff@Meticulous.tech>
Subject: Sign PDFs

Revised PDFs....

CUSTOM "No Trespassing" Signs - DESIGNED BY FAWN at Work on Adkisson's CAD Architectural Software



Jeff Fenton

From: Fawn Fenton <ffenton@adkissonarchitects.com>
Sent: Wednesday, August 2, 2017 11:11 AM
To: Jeff Fenton
Subject: RE: TN Code (Combining Lines)

Thanks!

From: Jeff Fenton [mailto:Jeff@Meticulous.tech]
Sent: Wednesday, August 02, 2017 9:59 AM
To: Fawn Fenton <ffenton@adkissonarchitects.com>; Fawn Fenton <fawn@fentonmail.com>
Subject: RE: TN Code (Combining Lines)

<http://www.tennesseedefenselitigation.com/BlogEntry.aspx?id=37>

T.C.A. §§ 39-14-405--39-14-407

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From: Jeff Fenton
Sent: Wednesday, August 02, 2017 9:43 AM
To: Fawn Fenton <ffenton@adkissonarchitects.com>
Subject: RE: TN Code (Combining Lines)

Looks like it would be like this: T.C.A. §§ 39-14-405 to 39-14-407

Based on this example: N.D.C.C. §§ 11-01-09, 11-01-11, 11-01-15 to 11-01-19.

From this webpage: <https://www.ndcourts.gov/court/citation/III.A.htm>

JEFF FENTON
METICULOUS.TECH

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From: Fawn Fenton [<mailto:ffenton@adkissonarchitects.com>]
Sent: Wednesday, August 02, 2017 9:29 AM
To: Jeff Fenton <Jeff@Meticulous.tech>
Subject: RE: TN Code (Combining Lines)

I have spent 10-15 minutes searching online, and I still don't know the answer to this... I will have to look at it later this afternoon.
Sorry!

From: Jeff Fenton [<mailto:Jeff@Meticulous.tech>]
Sent: Wednesday, August 02, 2017 9:07 AM
To: Fawn Fenton <ffenton@adkissonarchitects.com>; Fawn Fenton <fawn@fentonmail.com>
Subject: TN Code (Combining Lines)

Lovie,

How would this be expressed:

- T.C.A. § 39-14-405
- PLUS
- T.C.A. § 39-14-406

How would that be combined and denoted?

T.C.A. § 39-14-405, 406?

I need the line to be a little longer to justify with all the other lower lines. ☺

Gracias!

JEFF FENTON
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CUSTOM "No Trespassing" Signs - DESIGNED BY FAWN at Work on Adkisson's CAD Architectural Software

Jeff Fenton

From: Fawn Fenton <ffenton@adkissonarchitects.com>
Sent: Wednesday, July 26, 2017 6:48 PM
To: Jeff Fenton
Subject: FW: Hikvision Video Surveillance | Scheduling a Lunch & Learn

Heh, FYI....

From: Zach.Geiser [mailto:Zach.Geiser@hikvision.com]
Sent: Wednesday, July 26, 2017 12:27 PM
To: Fawn Fenton <ffenton@adkissonarchitects.com>
Subject: RE: Hikvision Video Surveillance | Scheduling a Lunch & Learn

Hi Fawn,
Not a problem and thank you for the information. If the high school would like to look into Hikvision solutions, please feel free to pass my information along. On average we are able to save 30% on cost in comparison to our competitors, which is often key in being able to provide quality systems to education projects as they tend to have tighter budgets. We also have 3-5yr warranties, and have a product failure rate less than 1%.

If I can be of any help on future projects, please do not hesitate to reach out as I am happy to consult with you. I will also be sure to get you're A&E online portal registration approved so that you have access to the resources there.

Have a great day!

Best Regards,

Zach Geiser
Business Development Associate
A&E Program, Mid-Atlantic
NJ • PA • MD • DE • DC • VA • WV • TN • KY
☎ 609.235.2624
✉ zach.geiser@hikvision.com

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CUSTOM "No Trespassing" Signs - DESIGNED BY FAWN at Work on Adkisson's CAD Architectural Software

From: Fawn Fenton [mailto:ffenton@adkissonarchitects.com]
Sent: Monday, July 24, 2017 6:04 PM
To: Zach.Geiser
Subject: RE: Hikvision Video Surveillance | Scheduling a Lunch & Learn

Hi Zack,

Thanks for following up. My apologies for not getting back to you earlier; I am working on a project where the client had decided they wanted a video surveillance system (at a new restroom/concessions/meeting building of a high school track and football field that we are building), and I had started researching possible systems; however, the school decided they will provide the security system under a separate contract themselves, so that is not in my scope of work now. I will certainly let you know if we come across another opportunity in the future; I have always heard good things about HikVision's systems.

We are a small architectural office, and we do not normally entertain lunch-n-learns; myself and Ken Adkisson are the only two licensed architects, and we typically pursue education on separate paths. In any case, I am glad to have your contact information now, and will keep you on file if we can use your services on a future project.

Best wishes,

Fawn Fenton
Adkisson & Associates, Architects, Inc.
3322 West End Ave., Suite 103
Nashville, Tennessee 37203
(615) 298-9829
ffenton@adkissonarchitects.com

From: Zach.Geiser [mailto:Zach.Geiser@hikvision.com]
Sent: Monday, July 24, 2017 3:11 PM
To: Fawn Fenton <ffenton@adkissonarchitects.com>
Subject: Hikvision Video Surveillance | Scheduling a Lunch & Learn

Hi Fawn,

My name is Zach Geiser, and I am the Mid-Atlantic A&E Business Development Manager at Hikvision – world's largest video surveillance manufacturer.

I will be in the Tennessee region either the last week in August, or 1st week in September, and I am curious if might we be able to arrange a Lunch N' Learn with the electrical engineering, technology integration, or security design team sometime within that timeframe? Our objective would be to Introduce Hikvision at a high level, review our latest products and technologies, as well review our recently implemented A&E program / online portal. I would greatly appreciate the opportunity, and would be great to learn how I can best be a resource to Adkisson& Assoc. on projects with a CCTV element moving forward. My goal is to make the design/specification process as easy as possible, as Hikvision would love to be considered as an approved equal manufacturer / the basis of on various projects whenever possible!

Thank you for your time & assistance - I look forward to your feedback and the prospect of meeting you in person! Feel free to let me know any available dates you might have from August 28th to September 8th, and I will be happy to pencil in the date and send over a meeting invitation.

Have a great day!

Best Regards,

Zach Geiser

Business Development Associate
A&E Program, Mid-Atlantic
NJ • PA • MD • DE • DC • VA • WV • TN • KY
☎ 609.235.2624
✉ zach.geiser@hikvision.com



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CUSTOM "No Trespassing" Signs - DESIGNED BY FAWN at Work on Addisison's CAD Architectural Software

2017-09-13 MS. FENTON'S MOTHER LIKES THE SIGNS & CAMERAS FOR HER SAFETY, ACCORDING TO TEXTS WITH HER BROTHER

9/13/17, 12:30 PM to Mark [REDACTED]

Don't waste your time on the "house rules" revision, I don't think we will post them. Thanks

9/13/17, 8:47 PM from Mark [REDACTED]

My mom forwarded your letter to me. She read it multiple times. Trying to absorb it, not sure what to believe.

But I will tell you, good job. It's a good letter. Now is a great time to back off and shut up! let it sink in and focus on your actions. Don't say anything else that might fuck it up.

9/13/17, 10:19 PM to Mark [REDACTED]

Thanks! Fawn said Amen!

9/13/17, 10:21 PM to Mark [REDACTED]

I shared with Fawn that I told you about Bk and foreclosure and weren't judgmental, I also shared some of the emails I sent you, which I CC'd you on, so you'd know I shared it.
Thanks again for your help!

9/14/17, 12:53 PM from Mark [REDACTED]

Sure thing Jeff, I hear you. I'll probably reach out to Fawn soon to catch up.

Also, my mom told me that one positive aspects that she likes about you is your safety. She likes the cameras, the signs, etc! She said it gives her confidence that Fawn is safe at home.

**WIFE'S SECRET CONTESTED DIVORCE #1 (DOCKET #47426)
DIVORCE ATTORNEY W. EDWARD PORTER IV (#033893)**

496 **ADD MY COUNTER COMPLAINT**

497

498

HUSBAND'S COLLABORATIVE DIVORCE ATTEMPTS
SANDY ARONS, MBA, CERTIFIED DIVORCE FINANCIAL ANALYST, CERTIFIED FINANCIAL
DIVORCE SPECIALIST, ACCREDITED FINANCIAL COUNSELOR & MEDIATOR

**2018-07-12 SANDY ARONS, MBA, CERTIFIED DIVORCE FINANCIAL
ANALYST, CERTIFIED FINANCIAL DIVORCE PRACTITIONER,
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MISSION STATEMENT

To provide financial consulting services which help clients reach a fair divorce settlement and:

- Avoid unnecessary legal fees
- Reduce conflict
- Minimize the negative impact on your children and family

Jeff Fenton

From: Jeff Fenton
Sent: Sunday, June 17, 2018 1:28 AM
To: Fawn Fenton
Cc: Fawn Fenton [REDACTED]
Subject: RE: Most recent list of bills (HOW IT ALL ADDS UP)

Importance: High

Fawn,

So according to YOUR calculations, you pay \$1,282.00 per month for your apartment, which adds up to **\$17,948.00** over the term of your 14 month lease, without adding a single dollar's VALUE to our estate.

Additionally, you spent north of **\$12,000.00** for your vacation to Vegas with your brother, plus your attorney's legal retainer, all charged on credit. (I don't know the exact numbers, because you refuse to show me our financial documents.) This entire expense was also completely CONSUMABLE, without adding a single dollar's VALUE to our estate.

Now because of your growing credit card debt, you have monthly debt payments of \$400++ per month, to sustain that, which adds up to **\$5,600.00** over the 14 month term of your lease. (This is probably guessing LOW, with what your additional debt service will end up being.) Again, this is without adding a single dollar's VALUE to our estate!

Plus the costs of your MOVE and new stuff needed by both of us, to sustain ourselves, with what the other has taken, which will probably be a couple of grand, but I'll call it **\$1,452.00** for the sake of using ROUND numbers. (All this will be "duplicates" if/when we get back together, so though we are adding some STUFF, we are really not benefitting the VALUE of OUR ESTATE!)

\$17,948.00 Apartment
\$12,000.00 Front Sight & Fawn's Attorney
\$ 5,600.00 Additional Debt Service
\$ 1,452.00 Moving Expenses & Replacement STUFF
\$37,000.00 LOST WEALTH BY FAWN IN 2018 (so far)! ALL CONSUMABLE EXPENSES!

This is a TOTAL of \$37,000 that you've spent (or committed to spend), since your mental break down, just a couple months ago! Of this ENTIRE \$37,000, I'd estimate that our estate will only increase in VALUE by about \$500, due to the small amount of duplicate STUFF that we are purchasing, to replace what the other took. **So that is a NET LOSS OF \$36,500 THIS YEAR, before we even START the second-half of our year.**

In comparison, I'm spending \$2k - \$3k, along with investing my LABORS, to prepare OUR HOME for one of two things:

1. Us to be able to co-exist more PRIVATELY (per your request), with separate secure bedrooms and a/v ACCOUNTABILITY and PROTECTION for what is SAID and DONE within our home and on our property.
2. To rent out two of our bedrooms, adding necessities such as privacy shades and bedroom door locks, while PROTECTING OUR PROPERTY with minor security add-ons (like crawl space locks and water proof storage containers for our stuff stored in the crawl space - to empty the bedrooms to rent.)

- a. The primary intent of #2, is to make our home more AFFORDABLE for ME to SUSTAIN WITHOUT YOU, should you choose never to return to me.
- b. The secondary intent of #2, is to PROTECT OUR INVESTMENT, while inviting strangers to live with me, inside our home, to lessen the financial burden.

Regardless whether situation #1 or situation #2 comes to pass, **all the money which I AM SPENDING is being 100% INVESTED INTO OUR PROPERTY**, updating our door hardware from the 80's brass to the modern satin-nickel, to MATCH other improvements already made throughout our home. Every dollar that I'm spending will AT LEAST add a dollar in VALUE to OUR HOME and OUR ESTATE. **NOT one dollar of this is a CONSUMABLE EXPENSE or a LOSS!**

Unless you CHOOSE for things to become more litigious between us, in order to ensure that I am treated FAIRLY, I have yet to WASTE a single dollar due to your mental break-down, threats of divorce, and the fallout and desertion which you have forced upon me.

I don't see how in the WORLD, you can be in any way CRITICAL, about ANY financial choice that I've made without you, over the PAST DECADE! Anything that you want to call "waste" or "unnecessary" (NOW in RETROSPECT), you've trumped 20 times over, within just the past few months! (You WASTED more on our ROOF RE-DESIGN, with the "special heat deflecting shingles" at 4x the cost, and I KNOWINGLY let you do it, because it seemed to be YOUR HEART'S DESIRE! Any IMPROVEMENT which you want to call "wasteful" on my part, is YOUR OFFENDED OPINION IN HINDSIGHT, which will be SERIOUSLY contested!)

I want to be TREATED with the financial RESPECT and TRUST that I HAVE EARNED!!! I am sick of being Demeaned by your EGO! I demand to be treated as an EQUAL!!!

JEFF FENTON

METICULOUS.TECH

(615) 837-1300 OFFICE

(615) 837-1301 MOBILE

(615) 837-1302 FAX

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A DIVISION OF METICULOUS MARKETING LLC

From: Fawn Fenton <fawn.fenton@live.com>

Sent: Thursday, June 14, 2018 1:16 PM

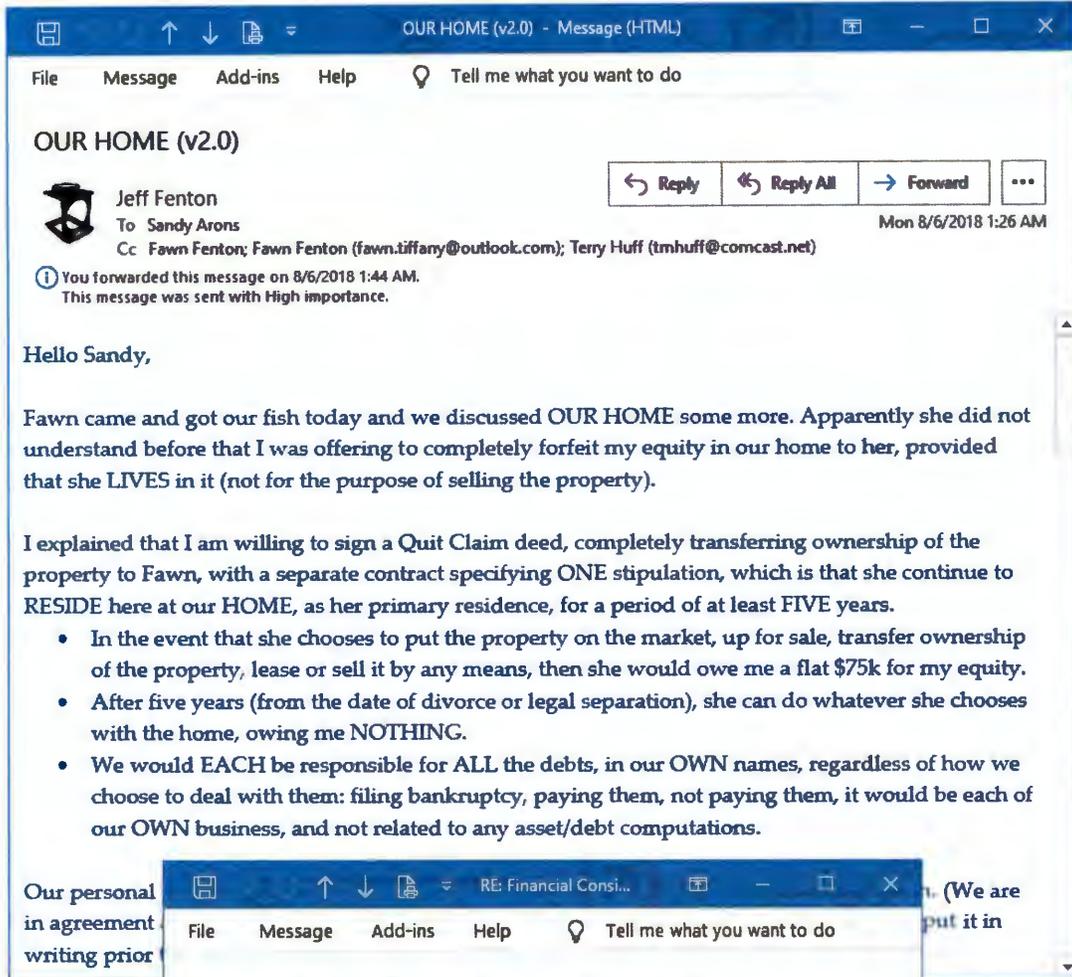
To: Jeff Fenton <Jeff@Meticulous.tech>

Subject: Most recent list of bills

The group at the top is paid by my first-of-the-month paycheck

The group at the bottom is paid by my middle-of-the-month paycheck

**2018-08-06 I OFFERED TO GIVE MS. FENTON MY EQUITY FOR FREE!
(Regretfully She Declined)**



**2018-08-30 WIFE'S MDA SETTLEMENT OFFER TO HUSBAND
THROUGH "COLLABORATIVE DIVORCE" via SANDY ARONS**
(Unfortunately, she almost Immediately Rescinded this Offer)

Jeff Fenton

From: Fawn Fenton <[REDACTED]>
Sent: Friday, September 14, 2018 4:39 PM
To: Jeff Fenton
Subject: Offer to settle
Attachments: Offer to Jeff to settle_9-14-18.docx

Hello,

Attached is my offer to you for settling this divorce as uncontested.

Please consider agreeing to these provisions with minimal changes; this is the absolute most I can offer you.

This writing is not how the final agreement would look, though – we would need to have it reviewed by an attorney (Tommy White, who Sandy recommended, would be good), and we would need to discuss it with a tax professional (Phyllis Ellis?) to make sure the intents are actually doable, and to look for future unintended consequences.

I got your voicemail about BCBST also... I will call and look into that.

Note the timelines I've written in here for signing and filing this with the courts... talking to Sandy (and she talked to Tommy White) they said if we don't get this filed by early October, then it's unlikely to be finalized by the end of the year. We do have some footwork to do (legal, tax, health-care) to check everything, so we need to get going.

Let me know what you think.

Thanks,

Fawn

Fenton Marital Dissolution Agreement

Proposed terms as of September 14, 2018, for review.

THIS AGREEMENT IS BETWEEN Fawn [REDACTED] Fenton [wife] and Jeffrey Ryan Fenton [husband], executed in Williamson County, Tennessee.

The parties desire to enter into an agreement concerning their rights and obligations arising out of their marriage so that it may be dissolved without a contest. There are irreconcilable differences between them.

Each party is aware that a Complaint for Divorce is pending in the court and county noted above.

The parties agree by signing this Agreement that they waive service of legal process upon each other. They acknowledge that the filing of an Answer to a Complaint for Divorce will not be required.

This Agreement shall be included by either party as a part of a Final Decree of Divorce. Each party has read it in its entirety, agrees that it is fair, and has voluntarily signed it. Husband and wife also agree to sign any further documents that may reasonably be necessary to carry out its intent.

1. **This offer is only good if we successfully sign this into a Marital Dissolution Agreement Contract as soon as possible AND the divorce Final Order is entered by the court before December 31, 2018.** The financial tax incentives integral to this offer will not apply in 2019, and this Agreement is void if the divorce is not final in 2018.
2. Since we cannot re-finance the Sunnyside mortgages at this time, we must finalize the divorce this year, and simply remain joint owners of the house. (I'm not sure if the deed stays as-is, or if we re-do it as "tenants in common"; need to verify and research tax/income implications. We may want to do a Trust.)
3. We will not transfer any personal debts; the credit card debts in Jeff's name remain solely Jeff's responsibility, and the credit card debts in Fawn's name remain solely Fawn's responsibility. Each party shall hold the other party harmless from any collection actions or other consequences relating to these debts.
4. Jeff may continue to live at the Sunnyside house, as long as the terms of this Agreement continue to be met. Jeff can get roommates and make minor modifications, as long as no actions decrease the value of the property. Jeff will take care of the property and pay for any and all other expenses associated with the Sunnyside house and property, except where specifically noted otherwise below.
5. If this Agreement is signed by both Jeff and Fawn before 5:00 pm on Friday, September 28, 2018, and we are able to submit the completed forms for a "no-fault" divorce based on "irreconcilable differences" to the Williamson County Courts by Friday, October 5, 2018, then Fawn agrees to continue to make the mortgage and utility payments for the Sunnyside house until the end of December, 2018.
 - a. Specifically, Fawn will continue to pay:
 - i. BofA first mortgage
 - ii. Bancorp South second mortgage
 - iii. NES Electric

- iv. Piedmont Gas
v. Alarm monitoring service (currently charged to Fawn's credit card)
vi. HVUD Water
vii. Waste Industries trash pickup service
viii. Progressive car insurance (current joint policy)
- b. And Fawn will give Jeff a personal or cashier's check for \$1,000.00 on the first of each month to help pay for Jeff's living expenses (specifically on October 1st, November 1st, and December 1st.)
- c. The Chase credit card with the \$1,000 limit currently in use will be closed.
6. Starting on January 1, 2019, Fawn will pay Jeff Alimony each month in an amount equal to the minimum payments due on the Sunnyside first and second mortgages. Currently the payments are \$1,804.78 and \$252.10 for a total of \$2,056.88 each month; Fawn would send Jeff a payment for this amount, as Alimony, at least five business days before the mortgage payments are due. The Alimony funds will be deposited into Jeff's personal checking account, and then Jeff is obligated to directly make the payments to the respective financial institutions for both mortgages.
- a. If the mortgage payments adjust up or down due to factors beyond our control (such as interest rate changes, escrow changes, insurance changes, etc.), then Fawn's Alimony payment to Jeff will adjust up or down accordingly, keeping the Alimony payments equal to the minimum payments on both mortgages as currently financed.
- b. If Jeff fails to make the mortgage payments on time each month: the first time Jeff misses or is late on a mortgage payment, Fawn will file a written notice with the Court that Jeff has violated the terms of this Agreement. The second time Jeff misses or is late on a mortgage payment, it will be considered an inexcusable breach of contract, and Fawn will file a motion for Jeff to be held in contempt of court.
7. Starting on January 1, 2019, Jeff is responsible for ALL other expenses related to living at Sunnyside.
- a. Jeff will pay for all other household bills, including, but not limited to, the following:
- i. NES Electric
ii. Piedmont Gas
iii. Alarm monitoring service(s)
iv. Comcast/Xfinity
v. HVUD Water
vi. Waste Industries or other trash pickup service
vii. Quarterly Pest Control and Annual Termite Contract
- b. Jeff will be fully responsible for the full cost of any repairs to the home (not improvements or upgrades, but only unforeseen repairs to something that breaks or fails and is integral to the value of the real property). Jeff will pay for all minor repairs and maintenance (costing approximately \$100 or less) out of his own funds. For repairs costing more than this, Fawn has the option to LOAN Jeff money for the repair, and then Jeff must make defined minimum monthly principal and interest payments back to Fawn until the loan is repaid in full. *(We might need to define these terms more specifically. If the money comes from a credit card or other financial institution loan that Fawn uses in order to loan the money to Jeff, then the minimum payments from Jeff would equal whatever the lender charges Fawn. However if Fawn has cash on hand to loan Jeff, then Jeff needs to repay Fawn in monthly payments including a pre-determined X% interest.)*
- c. Jeff pays for all of his own living expenses, including food, pet care, counseling and medications, automobile expenses, etc. with no additional assistance from Fawn.

8. Fawn agrees to pay Jeff Alimony per section 5 above for a total of 6 years (72 months) beginning on January 1, 2019. After this period Alimony will be considered complete, and Fawn will not owe Jeff any further financial support. Beginning January 1, 2026, Jeff will take over all mortgage payments for Sunnyside out of his own resources, and Fawn will make no further payments to Jeff, even if the mortgages are still in Fawn's name.
 - a. If Jeff ever misses or is late on a mortgage payment, at any point in the future while the mortgage is still in Fawn's name, then the provisions of 6.b. above will apply.
 - b. If Fawn experiences a significant reduction of her income during the 6 year alimony term through no fault of her own; she may negotiate with Jeff and/or apply to the court for a reduction in the monthly alimony payments, either for a temporary time, or permanently, depending on reasons and circumstances.
9. Jeff must catch up and file the back taxes for 2015, 2016, and 2017.
 - a. Jeff must file taxes for year 2015 by April 1st, 2019. He must use his normal diligence to try to maximize the married-filing-jointly tax return (if due) or minimize what we would owe (if that's the case). If Jeff successfully files these taxes by April 1st, then Fawn will pay for all professional tax consultant fees.
 - i. If Jeff fails to have 2015 tax year documents accurately sent in by April 1, 2019, then Fawn will file the taxes using only her W2 and basic known deductions before April 15, and Jeff must sign the simplified married-filing-jointly return without including his own itemizations. Jeff will also be responsible to pay for all professional tax consultant fees.
 - b. Jeff must file taxes for BOTH years 2016 and 2017 by October 1st, 2019. He must use his normal diligence to try to maximize the married-filing-jointly tax return (if due) or minimize what we would owe (if that's the case). If Jeff successfully files these taxes by October 1st, then Fawn will pay for all professional tax consultant fees.
 - i. If Jeff fails to have both 2016 and 2017 tax year documents accurately sent in by October 1, 2019, then Fawn will file the taxes using only her W2's and basic known deductions before October 15, and Jeff must sign the simplified married-filing-jointly returns without including his own itemizations. Jeff will also be responsible to pay for all professional tax consultant fees.
 - c. Fawn will file the tax return for year 2018, as married-filing-jointly, using only her W2 income and basic known deductions, and Jeff must sign the return forms without including his own itemizations. Fawn will pay for all professional tax consultant fees for filing year 2018.
 - d. Jeff and Fawn agree to leave any refunds from years 2015, 2016, and 2017 deposited with the IRS until it is clear whether the filings result in a refund due or taxes owed after all years up to 2018 taxes are complete. Fawn will receive all of the net refund, or will pay all of the taxes due, resulting from the completion of these years tax filings.
10. After all tax returns through 2018 are complete (all of the "married-filing-jointly" years), Fawn will have the option at any time within the 6-year Alimony period to re-finance the Sunnyside mortgages. She can choose any new mortgage arrangement that has reasonable interest rates and payments, as long as all of the property financing remains only in Fawn's name. At Fawn's option, new financing may or may not include a HELOC, home equity loan, or cash-out mortgage if Fawn wishes to cash-out a portion of, or all of, her share of the house equity.
11. Jeff agrees to diligently try to repair his credit rating, and to increase his income, with the goal of refinancing the Sunnyside property mortgage(s) into solely Jeff's name as soon as possible.

- a. When Jeff is able to obtain a mortgage to take all of the Sunnyside financing into solely his name, AND through this mortgage Jeff is able to cash-out and pay to Fawn ALL of her equity in the home with interest as described in section 12 below, then Fawn agrees to sign a quit-claim to remove herself from the deed to the property, so that Jeff will then have sole ownership of the residence and Fawn will have no further interest in the property.
12. As part of this Agreement, both parties agree that Fawn's share of the Sunnyside property's equity will be set at \$60,000.00 as of January 1, 2019. Thereafter, for as long as Jeff lives in the house, and the mortgages are in Fawn's name, Fawn's equity will be considered an "investment", and the parties agree that Fawn's equity will increase at a rate of 4% annually.
- a. At any time in the future, when Jeff is able to refinance the Sunnyside mortgages into solely his name, he will be required to "buy out" Fawn's equity in the property, for the amount of her investment that she is due with interest, calculated at that time. Fawn's equity shall not be linked to, or dependent on, an appraised value of the property at any time.
- b. Fawn agrees to continue to hold the mortgage(s) for Sunnyside in her name after January 1, 2026, when Jeff assumes responsibility for the mortgage payments, for as long as Jeff is unable to qualify for a sufficient replacement mortgage in his own name with reasonable financing terms. Fawn's equity will continue to increase with interest for as long as this arrangement continues.
- c. (However, we need to talk to Phillis about tax implications; there is something about co-owned property that is not divided within 6 years of a divorce having taxable gains...)
- d. If Fawn refinances the mortgages in her name at any point and cashes-out only a portion of her equity, then only the equity remaining associated with the house will continue to earn interest per this agreement.
- e. If Jeff does not obtain a mortgage so that all of the Sunnyside property financing is solely in Jeff's name within 10 years, then beginning on January 1, 2030, any equity that Fawn has not cashed out through refinancing will continue to accrue interest at 5% annually.
- f. If at any time, both parties agree to sell the house, then out of the NET proceeds after the sale, Fawn would be due her equity plus interest per the terms above, as calculated at the sale closing date. Jeff would retain all remaining proceeds after that.
13. Jeff will not sell any personal property before the divorce is final. Jeff must allow Fawn to remove all of her personal belongings out of Sunnyside before or by the time the divorce is final. Both need to finish dividing personal property items as soon as practical.
14. Jeff must give Fawn all of her personal digital data that are still on Jeff's computers before or by the time the divorce is final, including a complete copy of the family photo album, copies of all years back taxes, and any folders where Fawn has saved data in the past. Jeff must give this to Fawn on one or more external WD hard drives. Jeff must delete off of his computers anything that is or was considered solely Fawn's data. Jeff also must give Fawn all data and external hard drives relating to Fawn's company, Adkisson Architects, and retain no copies of that data.
15. Since Jeff is currently covered by health insurance through Fawn's employer, Jeff may apply to the Tennessee Division of Insurance to continue on this health insurance plan under COBRA, following those requirements. To assist Jeff the first year, Fawn's employer has generously offered to continue to pay in full for Jeff's health insurance premiums, each month through December 2019. If Jeff wishes to stay on this health insurance plan for up to 36 months as COBRA allows, then starting in January 2020, Jeff will need to make the remaining monthly premium payments out of his own

resources, either by paying his portion to Fawn's employer, or by paying his portion directly to the health insurance provider, (allowed arrangements will be verified with all parties).

- a. After the 36-month COBRA eligibility period, Jeff will be removed from the health insurance plan provided by Fawn's employer, and Jeff will be responsible for obtaining his own health insurance coverage separately, without Fawn's assistance.
- b. If Fawn's employer terminates the current group health insurance plan for any reason, at any time, then both Fawn and Jeff will be responsible to obtain their own health insurance coverage independently, with no assistance from or obligation to the other. Fawn's employer is under no obligation to continue paying for group coverage if he determines that it is not advantageous to his company, regardless of the time frame following this divorce.

16. Both parties will draw up new, individual Last Wills as soon as possible, and the current wills in place will become void when the new wills are filed with the court. In the new wills, each party will stipulate that upon his or her own death, that full ownership of the Sunnyside real estate will be transferred solely to the other party. Any division of equity in place prior to the one party's death will become void, with all equity then belonging to the surviving owner.

17. If either party incurs debts or obligations in the future such that a third party (unforeseen at this time) puts a lien on the Sunnyside property, or causes the Sunnyside property to be foreclosed or sold at auction for any reason, then that party will be responsible for all costs and losses associated with the Sunnyside property. The blameless party will be entitled to petition the court for full recovery of the value of his/her equity, investment, or share from the offending party.

The parties waive any other claims that they may have against each other. Any previous verbal or written agreements or promises between the parties are superseded entirely by this Agreement.

No alternation or modification of this Agreement shall be valid unless in writing and signed by both parties and filed with the Court.

It is understood and agreed between the parties that this Agreement is entered into without any undue influence, duress, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions in this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily and that each party has either been advised by legal counsel or has been advised to seek legal counsel and has either conferred with legal counsel or has had the opportunity to do so before signing this.

In the event any provision of the Agreement shall be held invalid by a Court of competent jurisdiction, such individual provision shall not affect the other provisions of this Agreement, said provisions being severable.

Home Maintenance Misc.	\$	50.00
Counseling with Terry Huff	\$	200.00
Automobile Gas	\$	90.00
Car Insurance	\$	150.00

Jeff Other Living Expenses	\$	1,125.00
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Jeff pays these:

Sunnyside Expenses	\$	523.00
Jeff Living Expenses	\$	1,125.00

Jeff Needs Monthly:	\$	1,648.00
---------------------	----	----------

Rent large bedroom	\$	800.00
--------------------	----	--------

Rent corner bedroom	\$	600.00
---------------------	----	--------

	\$	1,400.00
--	----	----------

need income from somewhere:	\$	248.00
-----------------------------	----	--------

499

2018-08-30 WIFE’S NOTICE THAT HER FIRM WILL CLOSE IN ONE YEAR, WHEN THE OFFICE LEASE EXPIRES, AND OWNER RETIRES

Jeff Fenton

From: Fawn Fenton <[REDACTED]>
Sent: Thursday, August 30, 2018 5:49 PM
To: Jeff Fenton; Fawn Fenton
Cc: Sandy Arons
Subject: RE: Offer to settle

Ken says he is willing to keep paying for you to be on our plan for 1 year, maybe through the end of 2019, "as long as you don't cause more problems", heh.
Beyond that, we'll have to see where things stand with you, and with my company.
(Our office lease is up in March 2020, and Ken really wants to retire, and so there's no telling what my job will be after that.)

From: Jeff Fenton <Jeff@Meticulous.tech>
Sent: Thursday, August 30, 2018 2:18 PM
To: Fawn Fenton <[REDACTED]> Fawn Fenton <fawn.fenton@live.com>
Cc: Sandy Arons <sandyarons@getasmartdivorce.com>
Subject: RE: Offer to settle

As I re-read this, there is one other substantial concern that I need to address, and that is health insurance. Without health insurance, the price of my meds alone would break me each month (just like your xyrem)!

Would Ken be willing to keep me on your health plan for ONE YEAR, until I can complete my job training and can acquire a job that offers health benefits? Without this, even Cobra I would have no way to pay for, if I don't have a job. I also should maintain my counseling throughout, but that goes back to my questions about the transitional period.

WE ACTUALLY FIGURED OUT THAT KEN ADKISSON MOST LIKELY PLANNED TO RETIRE WHEN THEIR OFFICE LEASE EXPIRED OR WAS UP FOR RENEWAL, BACK WHEN I CANCELLED MY IT CONTRACT. BECAUSE ADKISSON ENTERED A THREE-YEAR CONTRACT WITH THEIR NEW IT COMPANY, WHICH ENDED WITHIN MONTHS OF THEIR OFFICE LEASE. PLUS ADKISSON HAD ALREADY PURCHASED A RETIREMENT HOME IN FLORIDA, AND WAS COMMUTING BACK AND FORTH.

**2018-09-19 WIFE RESCINDS HER 8/30/2019 MDA "SETTLEMENT
OFFER" TO DIVORCE AMICABLY "UNCONTESTED", AFTER
CONSULTING 3-ATTORNEYS ON MATTER (END OF HER WILLINGNESS)**

Jeff Fenton

From: Fawn Fenton <[REDACTED]>
Sent: Wednesday, September 19, 2018 12:35 PM
To: Jeff Fenton; Sandy Arons
Subject: RE: Unbiased Legal Counsel & Representation

This is the first any of us has heard of you needing to hire a different attorney.

I had no idea Tommy would react to your email that way. In yesterday morning's phonenumber, Tommy informed me that to his knowledge, many lawyers will not contract to represent two people on opposite sides of the table to be a "neutral third party"; he says that's what mediation/mediators are for. I didn't know that about attorneys generally... I asked him if he would be willing to do that for us, and he said no, he wouldn't do that for anyone; he only wants to represent one side. He said we'd probably have to call many lawyers before (and if) we found one who would be willing to work with us together to negotiate this agreement. So that was news to me, it never occurred to me that attorneys would have that "principal" across the board.

I sent my attorney the draft of our contract to review also, and he just told me he thinks this agreement is totally nuts; it's too complicated and is not at all in my best interest, and there are a thousand ways this could go wrong in the future, and he says he will not write it or facilitate it. He says if we do successfully write up an agreement for both of us to sign, we will have to do our best to format it with the structure and language that the courts expect to see for an MDA, and then I will have to file it myself, appending it to my file that is already active at the Williamson County courts, and I will have to get the court clerks to help me request a court date for a judge to look at the contract. My attorney also says, that even though we might both have agreed to this contract and both voluntarily signed it, the judge could still think it is too unequal or complicated and strike it down. My attorney says the judges will refuse to finalize a divorce degree if they personally do not like/agree with the MDA.

And... Judy Wells just called me back a minute ago, and she says the major flaw with our agreement plan, is that she says you will not be able to write off the mortgage interest on the house, even if the mortgage payments are drafted from your own bank account. Since I am the only one on the mortgage financing, the lender (BoFA) puts ONLY my name on the mortgage interest statement tax document at the end of each year. Even though your name is on the deed, I am the only one allowed to deduct the mortgage interest from taxable income. So that sucks... I'll have to re-think the financial repercussions of this whole deal now.

And you are right, we are totally running out of time. I don't have a crystal ball, but let's see what else we can find out within the next week or two. We can't sign an agreement without fact-checking everything anyway, and I still intend to get some additional professional opinions on all of the terms we're considering, trying to reduce the number of legal and financial unintended consequences, and looking for options we haven't thought of so far.

From: Jeff Fenton <Jeff@Meticulous.tech>
Sent: Wednesday, September 19, 2018 10:23 AM
To: Fawn Fenton <[REDACTED]> Sandy Arons <sandyarons@getasmartdivorce.com>
Subject: Re: Unbiased Legal Counsel & Representation

I'm tired of you "shouting" all over me. This is the first I've heard, since you began working with Sandy, of me needing to find/hire another attorney.

You seem to get off on your claims that an attorney has been repeatedly offered to me, while the only reason I have not yet hired one, is because Sandy does not speak well of them, and to save YOU the expense. I thought that the solution was all lined up, a regular part of her workflow.

1

Regardless, how am I supposed to access the funds needed, to hire an attorney on short notice? Your bullshit answer of summoning the funds through the courts, will no longer work on a restricted timeline, especially without the funds in hand to pay for their time to do so.

You originally told me that when I had \$2k in hand, which I instead spent on counseling with Terry Huff, with your assurance that in doing so you would postpone filing for a divorce until AFTER your 14-month term of your apartment lease.

I need some CASH in hand to proceed please!

You are so belittling that it just kills me!

Jeff Fenton
METICULOUS.tech

Sent by my iPhone

2018-10-06 MS. FENTON INSISTS THAT SHE NO LONGER HAS ANY INCENTIVE TO SETTLE (after speaking with attorneys about settlement)

Jeff Fenton

From: Fawn Fenton <[REDACTED]>
Sent: Saturday, October 6, 2018 7:18 PM
To: Jeff Fenton
Subject: RE: Your Files from our Server | Please Make me a Fair Offer to Settle

Ok thank you for working on giving me some more data. When you send me the link to download your zip file, I'll save it on the "Slave" drive. I agree you should not delete or reformat the "Master" drive, hopefully I can get it from you eventually.

I do not believe there is any settlement offer that we can agree to. We are still way too far apart on the terms, and plus, it is now well into October, and there is zero chance that our divorce will final by the end of this year. So I do not really have any incentive now to settle with you. Even if we had more time, I cannot afford any scenario where I pay for all of the Sunnyside bills AND give you cash in addition. Plus, any scenario which does not involve selling or drastically re-ff'ing the house does not give me any cash to pay down my credit cards. And plus, I do not want to be tied to you and the house for the rest of my life. We are nowhere close to a settlement that I am willing to live with long term.

I am not trying to "go to war" with you. You are the only one thinking that. All I want is to be divorced from you and to move on with my life. I do not wish you any ill. I was never, and am not now, trying or wanting to "take" anything from you.

Since I believe there is no settlement we will both voluntarily agree to, we must let the court decide the terms of our divorce. So that's the path we're going down now.

Thanks,
Fawn

From: Jeff Fenton <Jeff@Meticulous.tech>
Sent: Saturday, October 6, 2018 12:26 PM
To: Fawn Fenton <fawn.fenton@live.com>; Fawn Fenton <[REDACTED]>
Subject: Your Files from our Server | Please Make me a Fair Offer to Settle
Importance: High

Hello Fawn,

I spent a couple of days this week, perfecting your MASTER drive with the entire VAULT, both mine and yours, along with much of the BACKUP partition data (everything that had to do with you), but now you're taking us back to war again, and to be honest, I just can't trust you with all my stuff at this time.

SO, I spent the entire night, hand-picking out the parts which I believe you primarily want, including your entire FAWN directory, your POD backup, your exported emails (PST files, MSG files, PDF files), and everything that I copied via TeamViewer during the accidental "Divorce Discovery".

I also hand-picked a lot of data out of the "Digital Filing Cabinet" for you. All the documentation on all three Prius' you've owned. Your personal writing. Marriage counseling and Life Languages info, etc...

2018-10-09 MS. FENTON CONTINUES TO REFUSE ANY SETTLEMENT ATTEMPT OR OFFER – EVEN WITH MORE FAVORABLE TERMS

Jeff Fenton

From: Fawn Fenton <[REDACTED]>
Sent: Tuesday, October 9, 2018 2:20 AM
To: Jeff Fenton
Subject: Re: Reply to your email

Just read more of your texts...

I am not motivated to try to settle with you because there is no guarantee our case would final by the end of this year. The time has gotten too short. Even if we turned in a complete MDA tomorrow, there are only like 4 available court dates between now and the end of the year. So if we come to any agreement, it will need to be favorable to me even if it final in 2019 and I don't have the alimony tax write-off.

Please do not "strip" anything out of the house or sell anything. I will file to have you held in contempt of court.

I do not believe the house would be auctioned instead of just sold on the market normally. I will not spend money "fixing it up for sale"... it needs to be fully remodeled anyway, and will easily sell for its location alone. It will be fine as-is. I will make sure the judge is aware of your threats to deliberately sabotage the listing by claiming various "defects" are worse than they actually are, and I would expect the judge's order to sell the house to include your non-interference.

As for relocating you, I'm still trying to figure out/understand options, but basically you are an intelligent adult with a number of in-demand skills, so I am expecting the judge to order you to get a job and contribute to your own support. But that bridge would be crossed a little later anyway, so again, right now I am not feeling the need to succumb to your pressure to settle.

All that said, though, I am willing to give it one more try with a day with Sandy, just to say we tried.

Sent from Samsung Galaxy smartphone.

----- Original message -----

From: Fawn Fenton <[REDACTED]>
Date: 10/8/18 18:44 (GMT-06:00)
To: Jeff Fenton <Jeff@Meticulous.tech>
Subject: Re: Reply to your email

If I keep the house:

- I cannot re-fi it until taxes are caught up. (You said you need to do 2015, and then i can do 2016-18 because your business stuff will be negligible, right?)
- So any re-fi with cash out would have to wait a little while, and we'd have to agree on how to split whatever cash out i could afford with the new mortgage.
- you'd need to quit-claim the house over to me. No joint ownership going forward.
- one of us can live in my apartment for the remainder of the lease, but I can't afford to give you much (if any) cash or alimony as long as I'm paying for both residences.
- I could pay you alimony between \$1200 - \$1500 per month at most, after I am no longer paying for the apartment also.
- No long-term deals other than alimony for 6 years. I don't want to be connected to you going forward.

What do you think?

2018-10-15 MARITAL DEBTS Payoff Calculations by Ms. Fenton
(INSISTING on Paying-Off OUR DEBTS in MY NAME at only 50%)

Jeff Fenton

From: Fawn Fenton <[REDACTED]>
Sent: Monday, October 15, 2018 4:51 PM
To: Jeff Fenton
Subject: RE: House Sale Calculations/Realistic Hopes for Credit Card Payoffs

Some figures I have been working with:

Fawn's credit card debt:

Fawn Credit Card Expenses	Min. Pmt.	Cur. Bal.
BofA Rewards	\$ -	\$ -
BofA Platinum	\$ 121.00	\$ 7,798.00
Capital One	\$ 84.00	\$ 6,618.00
American Express	\$ 82.00	\$ 8,282.00
Ascend FCU Credit	\$ 332.00	\$ 16,557.00
Chase Card (only Jeff uses)	\$ 25.00	\$ 950.00
Fawn Credit Card Expenses	\$ 644.00	\$ 40,205.00

Defaulted Credit Cards		full amt.	50%
First Nat. Bank Omaha	-2365	\$ (19,064.39)	\$ (9,532.20)
Chase	-2671	\$ (7,238.94)	\$ (3,619.47)
BofA	-7524	\$ (11,199.28)	\$ (5,599.64)
American Express	-2005	\$ (10,625.59)	\$ (5,312.80)
Ascend FCU	-9090	\$ (10,279.82)	\$ (5,139.91)
BancorpSouth	-7291	\$ (30,323.81)	\$ (15,161.91)
Total in Jeff's Name (all)		\$ (88,731.83)	\$ (44,365.92)

In my opinion, it would be insane to pay off the full amount of the defaulted debts, and I won't agree to any plan that does that. You or we must negotiate them down to at least half, and make them report as paid in full.

Various scenarios I had for selling the house:

If We Sell House (Scenario 1):

Assumed Sales Price:	\$ 425,000.00	better case
Pay off 1st Mortgage:	\$ (245,000.00)	
Pay off 2nd Mortgage:	\$ (55,000.00)	
Pay Real Estate Commissions:	\$ (25,500.00)	6%
Net From Sale:	\$ 99,500.00	
Pay off Jeff's debts in full	\$ (88,730.00)	this would be dumb
Left for Fawn	\$ 10,770.00	
Fawn's debts	\$ (40,000.00)	
Remaining:	\$ (29,230.00)	still left for Fawn to pay herself

If We Sell House (Scenario 2):

Assumed Sales Price:	\$ 400,000.00	worse case
Pay off 1st Mortgage:	\$ (245,000.00)	
Pay off 2nd Mortgage:	\$ (55,000.00)	
Pay Real Estate Commissions:	\$ (24,000.00)	6%
Net From Sale:	\$ 76,000.00	
Pay off Jeff's debts (negotiated)	\$ (44,400.00)	assume at 50% settled
Left for Fawn	\$ 31,600.00	
Fawn's debts	\$ (40,000.00)	
Remaining:	\$ (8,400.00)	still left for Fawn to pay herself

If We Sell House (Scenario 3):

Assumed Sales Price:	\$ 400,000.00	worse case
Pay off 1st Mortgage:	\$ (245,000.00)	
Pay off 2nd Mortgage:	\$ (55,000.00)	
Pay Real Estate Commissions:	\$ (24,000.00)	6%
Net From Sale:	\$ 76,000.00	
Pay off Jeff's debts (at 50%)	\$ (29,200.00)	but do not pay BCS debt at all
Left for Fawn	\$ 46,800.00	
Pay off Fawn's debts	\$ (40,000.00)	
Remaining Equity to split:	\$ 6,800.00	
Split 50/50, each gets:	\$ 3,400.00	

From what Brendan told us about re-fi'ing the house now before I have alimony coming out of my income:

Assumed house value	\$ 425,000.00
Maximum single mortgage 80%	\$ 340,000.00
Monthly payments new mort:	\$ 2,203.00
Pay off first mortgage	\$ 244,000.00
Pay off 2nd mortgage	\$ 55,000.00
Re-Fi closing costs:	\$ 5,950.00
Then cash out would be:	\$ 35,050.00
Put this towards Fawns CC debt	\$ (40,000.00)
Fawn would still owe:	\$ (4,950.00)

There are a lot of different ways to look at this, but none are great.

From: Jeff Fenton <Jeff@Meticulous.tech>
Sent: Monday, October 15, 2018 2:53 PM

2018-08-27 OUR REAL "MARITAL" DEBTS

Property Statement report for Fawn and Jeff Fenton			
<i>as of 8/27/18</i>			
Real Estate		Title	
		H/W/J	
1986 Sunny Side Dr. Brentwood			
Estimated Current Value		\$ 425,000.00	J
1st Mortgage	BofA -9135	\$ 244,158.00	W
2nd Mortgage	BCS	\$ 55,000.00	W
Estimated Equity		\$ 125,842.00	J
Cash Accounts			
First Farmers & Merchants Bank	Checking	\$ 2,312.95	W
First Farmers & Merchants Bank	Savings	\$ 500.17	W
Ascend Federal Credit Union	Checking	\$ 930.21	W
Ascend Federal Credit Union	Savings	\$ 155.56	W
MIT Federal Credit Union	Checking	\$ 105.00	W
MIT Federal Credit Union	Savings	\$ 105.29	W
Total cash (Fawn)		\$ 4,109.18	W
 Jeff has NO bank accounts in his name - only old Business Account			
Jeff's Fifth-Third Bank Account	MM (Business Checking)	\$ 302.72	H
Personal Items			
Furniture and Furnishings	(guess)	\$ 20,000.00	J
2017 Toyota Prius	(KBB 15,050 w/\$2,150 Service Contr:	\$ 22,150.00	W
Loan Outstanding	Toyota Financial (VIN: JTDKBRFU2H3	\$ 15,300.00	W
Net Prius Equity		\$ 6,850.00	W
2003 Buick LeSabre	(KBB Current Value)	\$ 1,734.00	J
paid for (no liens.)	VIN: 1G4HR54K43U236502		
 (Neither of us has any retirement accounts.)			
		\$ -	
Total Assets:		\$ 158,837.90	J
Debts:			
2015 Back Taxes		\$ -	J
2016 Back Taxes		\$ -	J
2017 Back Taxes		\$ -	J
2018 potential taxes		\$ -	J
Current Credit Cards			
BofA Rewards	-XX19	\$ (5,705.98)	W
BofA Platinum	-XX62	\$ (6,982.28)	W
Capital One	-XX67	\$ (6,207.36)	W
Ascend FCU	-XX90	\$ (11,618.28)	W
American Express	-XX06	\$ (6,700.00)	W

(New Chase in progress)	-6282	\$	-	W
Total Unsecured Debt in Fawn's Name		\$	(37,213.90)	W
Defaulted Credit Cards				
First Nat. Bank Omaha	-XX65	\$	(19,064.39)	H
Chase	-XX71	\$	(7,238.94)	H
BofA	-XX24	\$	(11,199.28)	H
American Express	-XX05	\$	(10,625.59)	H
Ascend FCU	-XX90	\$	(10,279.82)	H
BancorpSouth	-XX91	\$	(30,323.81)	H
First Tennessee Line of Credit	-XX10	\$	(602.28)	H
Total Unsecured Debt in Jeff's Name		\$	(89,334.11)	H
Total Debts:		\$	(126,548.01)	J
Total Assets		\$	158,837.90	
Total Debts		\$	(126,548.01)	
Net Property		\$	32,289.89	

Ms. FENTON CHOSE to NON-SUIT her FIRST DIVORCE COMPLAINT, because HER OWN NARRATIVE had her backed into a Corner! Here are some of the primary reasons (all to HER OWN BENEFIT, not MINE as Ms. Story has falsely accused in Court):

1. I had filed a massive Counter-Complaint, which presented some difficult and ugly TRUTHS, which she had yet to answer for.
2. She admitted to being our family's primary breadwinner in her first complaint.
3. She acknowledged that she planned to pay ALIMONY in her first divorce complaint. (As well as for my Legal Counsel.)
4. In her first complaint, Ms. Fenton acknowledged her joint ownership of the \$90,000 of TRULY MARITAL DEBTS, which she abandoned in MY NAME. Along with her responsibility and intentions to PAYOFF THOSE DEBTS.
5. She acknowledged my psychological disabilities, and though she lied and portrayed me as a MONSTER again, she made me into a MONSTER who couldn't reasonably be expected to support himself. Further indebting herself to providing me long-term support.
6. She wanted to sell our home OUTSIDE the oversight of the COURT, so that she could EVADE paying the MARITAL DEBTS in MY NAME
7. There weren't any LIES denying our JOINT AND EQUAL INVESTMENT AND OWNERSHIP IN OUR HOME, as came later.

HUSBAND & WIFE'S "VERBAL SETTLEMENT AGREEMENT"

2018-10-27 TERMS OF OUR "VERBAL SETTLEMENT AGREEMENT"

2018-10-27 Fawn Outlining her Understanding & Consent to our Verbal Settlement Agreement

Jeff Fenton

From: Fawn Fenton <[REDACTED]>
Sent: Saturday, October 27, 2018 5:31 PM
To: Jeff Fenton
Subject: Your texts re: settling

I am reading your texts coming in now that you've been writing today. Overall I think I am agreeable to this, but I want to try to make sure we're on the same page.

The basic idea is that I withdraw the complaint, so there is no divorce action pending, and we let things sit until after we've sold the house and divided money and stuff on our own. Then we can easily file an uncontested divorce and probably wouldn't even have to go to court. Right? I agree, the less the court has to get into our finances and personal business, the better.

This would all be informal between us, right? No long-ass legaleze contracts between us? I would MUCH prefer that. I have no desire to "screw you over" in any way, I do not want either of us to go through any more pain than necessary at this point. (FYI, I am putting numbers on these points below just to organize events in my brain; I am not trying to make this look like a contract or something.)

- 1.) So I would withdraw the divorce complaint on Monday, and verify with the court clerk that that stops or lifts the temporary restraining order, so we can move/sell stuff at will after that. (Or, I will find out if there are any other actions I need to take to put the divorce on hold in order for us to have the freedom to do whatever we want with the "marital stuff".)
- 2.) At that point, we would take some time to sell and store some of our stuff, right? Can we say the goal would be to have our activities done so that the house could be listed in 2 or 3 months maximum? This is the time-frame which worries me, since you always need way more time than a regular person to do things. I would be worried that you would ask for another month... and then another month.... And I wouldn't want it to drag out, because my expenses are increasing for as long as this continues, and plus we want to list it by spring. Can we say we'd have our "stuff" situated such that the house could be listed by the end of January or 1st of February? (And if you want to uninstall the security system and take it with you, I'm fine with that.)
- 3.) Then we would meet at Judy's and you would sign a quit-claim, and your reason is because you do not want to have to be involved in the sale of the house, right? So you could just turn your back on it and not have to watch, and I will deal with all of the sale activities? We might want to instead keep you on the deed, but you sign a POA so that I can do all of the sale transactions without you. I am thinking that would allow Judy's office to write each of us a check directly to split the proceeds of the sale (at the end). Otherwise, if I was the only person listed as an "owner" of the house, then all of the proceeds would go into my name, and it might be more difficult to give you half. We don't want it to be looked at by the IRS as a "gift" or some other taxable event. If we are (were) both owners, and we each take some of the proceeds, then none of that would be taxable.
- 4.) So when our stuff is satisfactorily stored or moved (just for putting the house up for sale)... I would get the fish tank cleaned up and out of there to storage, and I would get my stuff out to the greatest extent possible. And then the real estate agent could list it for sale... And you would take off to Michigan. So maybe we could have it put on the market by early February?
- 5.) That seems good because then it would be listed for sale during the spring, and hopefully we would get a good offer by April or May, and close in May or June at the latest. (While it's on the market, we could finish getting the rest of our stuff out of there also.) The proceeds could go into an account held by Judy's office, and then we could split it 50/50, and Judy's office could write us each individual checks. (Maybe we should ask Judy... I wonder if you should "gift" your ownership of the house to your mom or something... So that your mom and I are officially on the deed as the joint owners of the house.... Then Judy could write the final checks directly to me and your mom, and that way there would be no record of you ever having received money out of the sale of the house, so that if you proceed with your BK, that doesn't come into question....?)

2018-10-27 Fawn Outlining her Understanding & Consent to our Verbal Settlement Agreement

- 6.) Between now and when we each get our half of the proceeds from the house, I would just give you \$500 per month (\$250 out of first paycheck and \$250 out of 2nd paycheck, ok?)
- 7.) Then after everything from the sale is done and we have no more joint anything, hypothetically in June or so, we would just fill out the standard forms for an uncontested divorce, and turn those in to the court, no lawyers involved.
- 8.) I would then agree to give you \$1,750 per month for 6 years in alimony, roughly June 2019 through June 2025. The divorce should record as final a month or two later.
- 9.) Oh, and I would still ask Ken to keep you on our health insurance through the end of 2019.

Does that all sound like an accurate summary of what you would be agreeable to?

I am good with this plan, if you are.

Thank you for reconsidering everything.

The **ONLY** reason why we **NEVER** listed our **HOME** for **SALE** as stated and planned in our “Verbal Settlement Agreement”, was because Ms. Fenton **DEFAULTED ON IT!** While she **REFUSED** to even say **WHY** for **MONTHS!** In the end, she admitted to the obvious, that she did not want to **COMMIT** in **WRITING** to paying me the **\$1,750 per month** in **ALIMONY**, for a duration of **6-YEARS**, as was a **CRITICAL TERM** of our “**VERBAL SETTLEMENT AGREEMENT**”, and me **MOVING** in general, so that I could **AFFORD** somewhere to **MOVE TO!** Ms. Fenton **KNEW** this very well, and had repeatedly **VERBALLY** agreed, but when it came time to put **HER OWN WORDS IN WRITING** (no attorneys required, just a simple **NOTE** signed between us), Ms. Fenton **REFUSED TO PERFORM**, as she waited for **KEN ADKISSON’S RETIREMENT** to grow nearer.

I had **NEVER** offered to become **HOMELESS** for the sake of selling our **Marital Residence** or getting a divorce. I was willing to **DOWNSIZE** significantly but being unemployed and requiring meaningful vocational training **BEFORE** I could get a job earning half what I got paid 15-years ago, I **KNEW** that I needed some **TIME** and ample **PROVISION** (as Promised) before I could **CONSIDER** voluntarily sacrificing both **MY HOME** as well as the **ONLY LEVERAGE I HAD** throughout the divorce. While Ms. Fenton had **ALL THE MONEY, CREDIT, AND LEGIONS OF LAWYERS.**

There were **NO LEGAL** grounds for **KICKING ME OUT** of **MY OWN HOME!** I had done **NOTHING WRONG!** This was the **WHOLE** reason **WHY** Ms. Fenton hired Attorney Virginia Lee Story, and eventually staged her **BANKRUPTCY.** Because consumer protection **LAWS** and my **RIGHTS** as a **UNITED STATES CITIZEN** as well as **A CITIZEN OF THE GREAT STATE OF TENNESSEE** (both in good standing), were of **NO CONSEQUENCE** to those who can operate **ABOVE THE LAW** as **MS. STORY UNCONSCIONABLY DID!**

***2018-12-22 CONSEQUENCE OF NEW TAX LAWS WITH MS. FENTON'S TOTAL REFUSAL AT EVERY ATTEMPT OF TAX PLANNING I TRIED THIS WAS THE MOMENT THAT I KNEW SHE WOULD NEVER PAY THE "ALIMONY" of \$1,750 PER MONTH FOR 6-YEARS AS PROMISED!**

Fawn Fenton
(615) 333-7377 • mobile



Thanks!

I was just reading about the 2018 tax code...

Have you figured out the income tax ramifications of having no mortgage interest deduction (because you will live in an apartment), plus no spousal dependant (another lost \$12k write-off), plus not being able to write-off the alimony you pay me, combined with the new 2018 tax laws? (Not to mention the loss of the "business in home" and other MM write-offs)?

Seriously, I'm concerned for how you have and continue to set yourself-up for your future.

It looks to me, like you will have double the taxable income that you previously had, which won't likely change for 5-10 years, until you can afford to purchase another condo and complete paying my alimony.

Have you really ran the numbers on all of this and considered for a moment if maybe there is some way for you to mitigate your tax losses?

It looks to me like you have created and are walking into the worst possible scenario tax wise, which will largely defeat much of the vocational success you've reached in recent years.

Am I missing something, misreading something, not understanding anything correctly? Have you discussed options with a CPA or even your brother, or someone with an MBA, or at least a tax professional?

I hate to see you screw yourself, especially to solely benefit Uncle Sam.

Is there no better way of doing this?

Dec 22, 2018



Correct, my tax situation is going to suck for a very long time.

Fawn Fenton (mobile) • Dec 22, 2018

Is there nothing we can do h

To help that?

Dec 22, 2018



Not that I know of.

Fawn Fenton (mobi e) • Dec 22, 2018



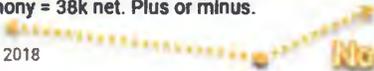
Have you talked to your brother about it or asked an accountant?

Dec 22, 2018



Yes I've talked to mark and my dad. No haven't talked to an accountant. 90k gross - 31k taxes - 21k allmony = 38k net. Plus or minus.

Fawn Fenton (mob e) • Dec 22, 2018



Didn't your dad or Mark have any suggestions to bring down those insane taxes?

Dec 22, 2018



Nope. This is why I cannot afford to keep house, and need sale to help pay down debts.

Fawn Fenton (mob e) • Dec 22, 2018



Yet the house would save you how much in taxes?

Debts are all from this year... how did we fall so far so fast?

Dec 22, 2018



Someday when allmony is done, I can get a job making only \$43k gross and have same net of +/- \$38k.

Fawn Fenton (mobi e) • Dec 22, 2018



That is crazy... their must be a smarter way to spend all that you've worked for?

So back to the house, how much does the mortgage interest take off your taxes?

Your dad and Mark didn't have any suggestions to help you pay less in taxes?

Hello?

If you kept house, you would have a massive tax write-off, plus if you got one female roommate, you would be earning equity, have money to slowly

Dec 22, 2018



Mortgage interest is about \$12k.

Fawn Fenton (mobi e) • Dec 22, 2018

MOTION TO SELL THE MARITAL RESIDENCE FILED IN BAD FAITH BY ATTORNEY STORY on 7/17/2019 R.v1 (41-44) to INTENTIONALLY EXPLOIT HUSBAND’S DISCLOSED ADA DISABILITIES (ADHD & OCPD) I AM EXTREMELY SLOW, STRUGGLE FOCUSING, AND CAN’T MULTI-TASK (PET-PEEVES OF WIFE). UNABLE TO DEFEND MYSELF AGAINST MULTIPLE SIMULTANEOUS HIGH-VALUE SURPRISE ATTACKS, WHILE EXHAUSTING ALL FUNDS I COULD BORROW FOR DEFENSE BEFORE THE DIVORCE EVEN BEGAN!

9. Wife tried to convince Husband to put the house in the market in the fall of 2018 as finances were getting tighter, however, Husband would not agree on anything and Wife believes that Husband will again try and do whatever he can in order to stall this process.

ARGUMENT: WHY I CAN NOT WRITE A LEGAL BRIEF

500 Attorney Virginia Lee Story presented the Court with a completely false and
501 fraudulent narrative, taken at FACE VALUE as the TRUTH without question by the close
502 and trusting Judge Binkley, with ZERO OBJECTIVITY! While this along with EVERY
503 ACTION FILED by Appellee and her Counsel were highly engineered, strategically staged,
504 and fraudulently employed (**DECOY DIVORCE**) actions for completely ulterior
505 motives!

506 **This is why I can’t write a LEGAL BRIEF!** It is not about a QUESTION of
507 Law, or some PORTION of the testimony, which was incorrect, an error, or malicious,
508 rather every filing in the ENTIRE DIVORCE, by ATTORNEY VIRGINIA LEE STORY (in
509 conjunction with the planned and staged BANKRUPTCY FRAUD and missed
510 MORTGAGE PAYMENTS to “force the hand of the court”, was all planned in advance,

511 since we BOTH knew a YEAR IN ADVANCE when Ms. Fenton's Employer was planning
512 to RETIRE!

513 We both KNEW that she was going to do this (take a professional nosedive, when
514 her boss retired, so that I could "win" 22.5% of ZERO GROSS INCOME instead of
515 \$94,000 per year! The ONLY part which I didn't know a YEAR in advance, was her plans
516 to force our home into default, FILE BANKRUPTCY, and completely FORFEIT our
517 HOME in that BANKRUPTCY!

518 Once I realized that, Attorney Story was ready and served me with an ORDER OF
519 PROTECTION the very NEXT DAY! (Without INCIDENT by MYSELF!) Except sending
520 NON-MALICIOUS and NON-THREATENING text messages and emails to Ms. Fenton,
521 while trying to persuade her to TELL ME what was going on, and whether or not our
522 HOME was in JEOPARDY, because beside having every penny I every had invested into
523 our home, I also had two roommates whom I had entered a ONE YEAR LEASE WITH,
524 who were both VERY CONCERNED once I was secretly bombarded with the intentional
525 mortgage default, the fraudulent bankruptcy, and the bombardment by Ms. Story with
526 three consecutive actions to maliciously BIND AND GAG ME, while preventing me from
527 even speaking with the lenders or trying to SAVE MY PROPERTY.

528 I have no words for how UNETHICAL, FRAUDULENT, and ILLEGAL the entire
529 ordeal was! While it took far more legal knowledge, POWER, and connections to move
530 and manipulate ABOVE THE LAW, both in State and Federal Courts simultaneously, to
531 pull this off! I believe that this entire scam was the "brainchild" of Attorney Virginia Lee
532 Story! That she and the other "bad actors", caused us BOTH harm beyond words! Harm

533 even for Ms. Fenton which I could have MITIGATED to some extent, had I been JUSTLY
534 afforded my Constitutional Rights as a United States Citizen in good standing!

535 When the COA refused to offer me the slightest assistance, despite the Tennessee
536 Constitution, the United States Constitution, the Judicial Canons, and the Rules of
537 Professional Conduct, despite the MAGNITUDE of clear, convincing, overwhelming
538 EVIDENCE that I provided them with, while Ms. Story's only argument was that they
539 couldn't consider that, because I hadn't turned it into the Trial Court, while I was
540 strategically and maliciously DENIED the opportunity, by what I believe were CORRUPT
541 criminal actions from participating in ANY TRIALS or to DEFEND MYSELF in any way!
542 Regardless of what I was promised in Court.

543 I am so OVERWHELMED at the demand that I write a BRIEF in order to be
544 afforded ANY PROTECTIONS under the Law! Especially in light of the POWERFUL BAD
545 PLAYERS who caused me catastrophic harm which I will never be able to recover from in
546 my lifetime. Demanding that I write a BRIEF, is like asking me to fit a CITY the SIZE OF
547 DETROIT, into ONE CITY BLOCK! Or asking me to write a doctoral dissertation on why
548 ELVES are no taller than 3 Feet, when ELVES DON'T EXIST! Or to DRAW a MAP back
549 to KANSAS from the LAND OF OZ! It is beyond OVERWHELMING! The entire ordeal
550 should have been ordered a MISTRIAL by the Appellate Court, as there is no FACTUAL
551 basis in ANY ACTION! While it was ALL done entirely in BAD FAITH!

552 Yes, the DIVORCE is still necessary, and I am agreeable to a divorce of
553 unreconcilable differences (as she even requested in her divorce complaint), but I NEVER
554 ABUSED MY WIFE IN MY LIFE! Or if I have, it was certainly unintentional, an isolated
555 incidence, not a recurring theme throughout our marriage, and it was definitely not nearly

556 as vile and revolting as what she has maliciously done, since she seized all of our financial
557 assets and abandoned me, doing everything in her power, to avoid providing me with ANY
558 stability, any INFORMATION about her random surprise litigious attacks from month to
559 month, no agreed cease fire (except that which she violated in the end), no stable
560 opportunity for vocational training, or any means by which to have ANY hope at
561 employment beyond working at McDonalds!

562 Yes, I am “smart” enough for many tasks, I am a DIY guy, I don’t pay people to do
563 work I can figure out how to perform myself. But it took me FOUR-DAYS to INSTALL our
564 last HOT WATER HEATER (I’d never done GAS before), but once it was installed, I had
565 poured a custom concrete pad, put a drain pan under it, put a water sensor in the drain
566 pan (wirelessly communicating with our alarm system), while having installed it FAR
567 BETTER than anyone else would have ever taken the TIME to perform the work, while
568 also saving us about \$1,000 in labor. Still, although that was “worth” MY TIME to benefit
569 our FAMILY, it isn’t worth ANY EMPLOYERS TIME TO PAY ME HOURLY! (Ms. Fenton
570 had to literally shower at our neighbor’s house for a couple of days!)

571 As for her claims that I’m a “computer genius”, that also is just an alimony dodge.
572 My biggest VOCATIONAL FAILURE in life is having too many interests, never obtaining
573 vocational training or any sort of professional education, and DILUTING MY VALUE by
574 being a “Jack of All Trades and Master of NONE”! I can do a LITTLE bit of EVERYTHING,
575 but I haven’t spent enough time or have enough experience in any specific discipline, to
576 be worth ANY REAL MONEY TO ANYONE!

577 Except years ago as a “Lead Pressman”, printing FedEx envelopes, making \$24 per
578 hour before I met Ms. Fenton. While that entire industry (manufacturing printing) has

579 since GONE overseas! I NEED to be RETRAINED for a CURRENT GAINFUL
580 VOCATIONAL TRADE, which is in DEMAND! Yet both NOW and FIVE YEARS AGO, Ms.
581 Fenton doesn't want to waste a penny or a minute on my vocational training, and now she
582 doesn't need to, despite the fact that every attorney said I was DUE vocational training to
583 help me transition back into the workforce.

584 I figure that Ms. Fenton paid \$100k in legal fees, to leave me without a PENNY! I
585 largely blame her wealthy (as in Saudi Oil Tycoon "wealthy"), proud, and condescending
586 family, who I was never good enough for. Somehow, they infiltrated her mind, changed
587 her whole World View to theirs, and convinced Ms. Fenton that she is an "abused"
588 "victim". Ms. Fenton was in COUNSELING for her OWN BENEFIT before I even met her.
589 We went to several different counselors throughout the duration of our marriage. We
590 participated in several small group and church fellowships which were extremely
591 transparent, while inviting people to speak into our lives. Yet NEVER ONCE in my 15-
592 YEARS with Ms. Fenton, had I EVER heard the term "ABUSIVE" or "EMOTIONALLY
593 ABUSIVE", until AFTER she hired a DIVORCE ATTORNEY and abandoned me! One of
594 Ms. Fenton's favorite sayings used to be, "That's what the FBI calls a CLUE!"

595 I got the contract with Fawn's OFFICE only because I knew how badly they were
596 getting ripped-off by their previous company, I knew enough to handle an office with five
597 computers and an outdated server (the same version I have at home), while I didn't need
598 any certification, resume of past clients, etc... in order to get the job. Now that is almost
599 ALL the work that I've done in IT, and even before the divorce Ms. Fenton refused to give
600 me a letter of recommendation because she was mad at me for confronting her boss to
601 give her a (highly deserved) raise, while I CHOSE to terminate my contract with her firm.

602 I saw it as being “just enough work to keep me from doing something really productive”,
603 so I wanted to obtain vocational training to get a REAL job in computers! (I typically made
604 less than \$10k per year helping her firm, while that just wasn’t enough to be satisfied.)

605
606 (in on computers – everything is so specialized these days) to can’t do ANYTHING

607 If I had the ability to make any REAL MONEY on computers, I would have been
608 GONE long, long ago! I’ve spent 4,000 HOURS trying to simply get FREE of the
609 CHARACTER ASSIGNATION which took place in Williamson County Chancery Court,
610 without even the realistic HOPE of recovering any of my MONEY for the approximately
611 \$250k I was strategically ROBBED. If I had ANY skills or ability for gainful employment,
612 I would be making the MONEY and paying someone to take this to Federal Court and
613 have the entire case overturned for being a massive collusion of FRAUD! Yet like always,
614 all that I have is my OWN TIME, and my ability to research and learn, while this year long
615 involuntary “legal internship” merely in an attempt to LIVE THROUGH THIS ABUSIVE
616 DIVORCE, has robbed me of so much more than just money! It robs me of everyday that
617 I COULD spend with my elderly mother while she is still healthy enough to get around! It
618 robs me of the SECURITY of knowing that I WON’T be ARRESTED randomly WITHOUT
619 WARRANT, due to any fraudulent claim by my ex-wife, Attorney Story, or Judge Binkley,
620 as they have repeatedly DEMONSTRATED to me that TRUTH, HONESTY, CARE, and
621 HONOR are NOT amongst them when it comes to how they treat me! Far beyond the
622 point of benefitting any party! I honestly believe that some of what Ms. Story has done to
623 me is void of all conscience, and downright sadistic, as I will SHOW you later in this
624 document! Simply to ABUSE me to the greatest extent possible from 600 miles away!

625 For years I've said that "MY TIME IS WORTH MORE TO ME, THAN IT IS TO
626 ANYONE ELSE!" That's not to say that I didn't WORK! I've WORKED HARDER THAN
627 MOST PEOPLE, THAT I KNOW! Even Ms. Fenton would agree with that if she were
628 HONEST!

629

630 ime of opportunity at Vocational training, or A to me since she left, any more than
631 she has maliciously abused me through ceasing all of our assets and abandoning me! She
632 also knew that I had reached the point where I could claim HER FAULT in our divorce,
633 because

634 was a FRAUD! A DECOY from what REALLY HAPPENED! Because what really
635 happened would cost a FORTUNE to litigate, while showing there was NO VICTIM in this
636 divorce, but rather we had a bunch of GREAT YEARS, we bought a new house, we suffered
637 HORRENDOUS ROOFING DAMAGE which cost us TWO YEARS of constant fighting to
638 save our lives, fix our home, win a judgment, try to collect that judgment, while forcing
639 Husband to sacrifice his business contract with AT&T, to devote ALL my time to
640 mitigating our damages, as we were hemorrhaging far more money each month than I
641 EARNED!

642 ithout and wouldn't yield near the return that their Litigiously Abusive completely
643 fraudulent narrative did, which they were able to completely establish in the mind of the
644 Court, with the insidious claims about the "Disturbing" no Trespassing signs, and the
645 request for an Order of Protection leveraging even MORE LIES, to portray me as a
646 MONSTER, while the "Disturbing" no Trespassing signs were DESIGNED by MS.
647 FENTON at her OFFICE using her employers CAD SOFTWARE!

648

REPORTING ELDER ABUSE AND NEGLECT

According to the National Center on Elder Abuse, only 1 in 14 cases of elder abuse ever come to the attention of authorities.

Tennessee is a mandatory reporting state. If you see abuse — or even suspect that an adult is being abused, neglected or exploited — you must report it. Call the Tennessee Department of Human Services Adult Protective Services unit, toll-free at **888-277-8366**.

WHO SHOULD I TELL?

If the abuse is happening now, call 911.

If you suspect elder or adult abuse, call Adult Protective Services at **888-277-8366**.

If the abuse is physical, call Tennessee Domestic Violence Hotline at **800-356-6767**.



WARNING SIGNS OF PHYSICAL ABUSE

Bruising, especially in the torso or head; frequent injuries from accidents; broken eyeglasses or frames; caregiver's refusal to allow visitors alone with the older person.

WARNING SIGNS OF EMOTIONAL ABUSE

Isolation of the older person or refusing to allow visits alone with the senior; observed threatening or belittling of the older person by the caregiver.

WARNING SIGNS OF NEGLECT

Unusual weight loss; malnutrition; dehydration; untreated physical problems; unsafe and unsanitary living conditions such as dirt, vermin, soiled clothes and bedding; inappropriate clothing for the weather; desertion or abandonment of the older person in a public place.

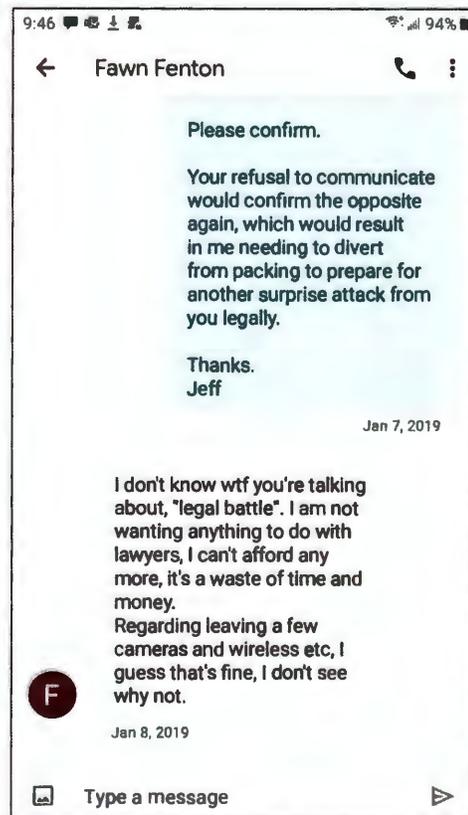
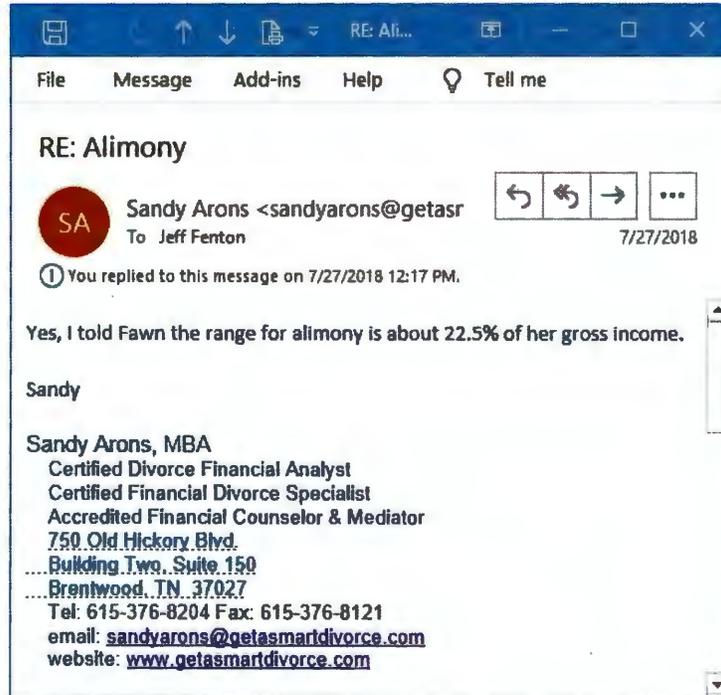
WARNING SIGNS OF FINANCIAL EXPLOITATION

Significant withdrawals from the vulnerable adult's accounts; sudden changes in their financial circumstances; valuable items or cash missing from their home; increase in junk mail soliciting purchases or payments for sweepstakes money; neglect of the victim, such as no food in the home; and maintenance and repairs of the home are ignored.



502 Deaderick Street | Nashville, Tennessee 37243 | www.tn.gov/aging | Main Office 615-741-2056
Information and Assistance 866-836-6678 | SHIP Medicare Counseling 877-801-0044

2019-01-04 MS. FENTON DEFAULTED ON OUR "VERBAL SETTLEMENT AGREEMENT" to AVOID PAYING ME ALIMONY AS AGREED at 22.5% of Her Gross Income for HALF the TERM of Marriage \$1,750 PER MONTH for 6-YEARS Repeatedly PROMISED by Ms. Fenton



Fawn Fenton

(615) 988-7177 • mobile

I've spent the past two years trying to teach you and your family that we are conjoined, legally and spiritually, and no one can hurt one without hurting the other.

You've ran up over \$40k in debt in your own name in the past year trying to prove me wrong, and you've set yourself up for the a financial and tax nightmare for the next decade, and you STILL can't SEE it!

That's just SAD!

At what point do you start to question your logic and that of the council you have received, over this past year?

What does it take?

I told you BEFORE we bought this house, that if we buy this house you are choosing to be an architect for the rest of your life, or we simply couldn't afford it.

I didn't push you either way, but stated it mater of factly, which you acknowledged.

Then I ASKED YOU for YOUR CHOICE, and you said that YOU wanted to purchase this home and that you agreed to maintain a high paying job as an architect for the rest of your life.

100% Your Choice, NOT Mine!

You KNOW that I was against this house, since the first time that we saw it, until I lived in it for about a year, when I finally fell in love with this home, this property, this street, our neighborhood, and the natural safety from storms which this valley provides!)

Try WORKING WITH ME AGAIN, it would AMAZE you at what we can DO TOGETHER!

If you continue to choose to work against me, the same principal works in reverse, we have the ability to stand-up to whatever the other one can dish out, wasting hordes of TIME and MONEY.

Since the very beginning of discovering that you want a divorce regardless of anything else, I gave tried REPEATEDLY to get you to WORK WITH me on it, to mitigate our damages. You refused every step until after your attorney's retainer was used up, and you had a massive list of complaints against you, to legally answer for.

Lets stop fighting and trying to control each other, to see IF we can do one last thing TOGETHER RIGHT, before we lose what little bit we have left.

Yes, I know your motives, both with this sale and with the alimony. Both will be addressed as promised, or neither will.

Likewise I think that you know my motives in this sale and with the alimony, to try to rebuild myself and a small portion of what I've lost (and survive in the meantime).

Neither of us can get everything that we want, or we wouldn't even be here.

We are HERE because it appeared to be the financially wisest decision for both of us.

So lets make use of that, offer each other a sense of security and safety throughout this process, and not get so greedy that the entire thing blows up in our faces.

I WAS WRONG!

We CAN do this! But NEITHER of us is savvy enough to rip the other one off, so lets have some empathy and compassion for each other and try to END WELL!

Would you trade you positions in life, can you say the same thing to me?

Jan 4, 2019

F Can I come over this afternoon to get the TV?

Fawn Fenton (mobile) • Jan 5 20 19

No, not until we are back in agreement again. If you plan to stab me in the back again, with more games, then you are not welcome on this property in any capacity without my express consent.

I still don't want lawyers, but if it comes down to hiring representation and going through the courts, or you screwing me on our agreed upon alimony, taking a much lower paying job to avoid taxes and force me to fight all over for alimony, as seems your current plan, then I need a court order preventing you from doing that.

I was trusting YOUR WORD to sign a legally binding alimony agreement, written without lawyers, but legally binding all the same.

You consented to that, after which I am willing to hold up my end of the bargain. Without that equitable security in my hand, anyone can see your scheme to screw me once again, you abandoned our home, I will not strengthen your legal position by doing likewise, moving out of state, and mooching off my family.

It is not my wish to litigate, but the alimony is worth far more to me than the proceeds from the sale of our home, so if litigation is required for you to be FAIR and pay me as promised, then we Should do that now while you still have your job at Adkisson.

You are ALWAYS looking for a way to screw me over!

Don't worry, I will commit my every free moment to finding the recording where you promised to sign an alimony agreement before I had you a POA to sell our home. Again, it is all these games you play and your constant lying, which continues to keep me from moving forward and drags this process out!

Jan 5, 2019

F

I am NEVER trying to screw you over. You are paranoid.

Fawn Fenton (mobile) • Jan 5 2019

Then KEEP YOUR PROMISES!

I have a plethora of audio and video footage proving beyond a shadow of a doubt, that you have repeatedly lied to me, the police, your attorney, and even Sandy for your own gain.

My doctors have been able to stabilize me on my meds now, and I've had TIME to accept your betrayal of our marriage vows along with your agenda, at ALL costs. A great deal of that I am powerless over, regardless of how unfair that is. Yet I do have certain legal rights to protect me and my livelihood against portions of your agenda, which I have every intention of exercising, whether that be through the court system or simply by working TOGETHER between US.

I'm not going to fall for the same tricks you used on me last time: your not going to be able to bait me, shock me, terrorize me, or anything else to derive an inappropriate answer or reaction from me (or a "rant" as you like to call it).

I've learned a lot by watching you, so I shall employ your own strategies of silence despite accusations, and being "too busy" to reply.

Silence does not mean that you are correct, silence means that I see no value in arguing with you.

There is nothing more to discuss. I will call Judy Monday morning and explain the situation to her.

If you sign a legally binding alimony agreement prior to either of us taking legal action or harassing the other further, I will begin packing in earnest, and hope to be out of here by the first week in March (I told you that I needed 3 months from the time I received back the non-suit papers, which you just finally emailed me right before Christmas).

As a result of your actions here, that clock has since stopped, and my attention will be diverted from packing toward legal research and self-preservation, as I know now that you enjoy providing ZERO warning before taking an action against me, so I must prepare for every plausible scenario.

You are breaking your promise, which this deal was contingent upon. Until such a time as your promise is kept, without legal involvement, my focus and herein stated intentions shall not change.

As I said before, it is your choice FIRST, whether or not to keep your promise and put your promises regarding alimony in writing, in a legally binding and enforceable format. Then it is my choice, depending upon what happens between now and then, as to whether or not you have done so in good faith, and whether or not I can TRUST you to act in BOTH of our best interests, without relying on the court system to ensure that I am not taken advantage of any further.

Please let me know what you decide. Until I hear otherwise, knowing you, I will assume the worst and continue to protect my interests, and you are NOT

allowed on this property in any capacity, since it no longer is your residence, and by abandoning me and our home, you have forfeited that right, for as long as I continue to reside here. It shall be considered criminal trespassing should you violate your request to terrorize me further.

In as much as you enjoy having your "safe place" at your apartment, which I have NEVER visited uninvited, I too want to enjoy my "safe place" without you EVER visiting uninvited. Especially with my anxiety disorder, you KNOW how critical this is for me!

Thank you.

Jan 5, 2019

What "promise" are you accusing me of breaking now? Did you see in your email where I forwarded you our original conversation on you moving out and selling the house?

F

Fawn Fenton (mobile) · Jan 5 2019

A side contract, not filed with the court, but is legally sound and actionable (if needed), defining your financial commitment to pay me TRANSITIONAL alimony, at the amounts and terms previously agreed.

That happens before I provide you with any POA, or grant you access to this property. (To which you told me recently, "just draw it up, and I will sign it.") I EXPECT that! Not before I pack, as I am already packing, but before I provide you with a POA or officially move out.

That is critical to me, PRIOR to turning this property over to you.

Don't worry, I'm more dedicated to packing now than ever before. I personally want NOTHING to do with you after I leave. Just your alimony as agreed, and nothing else! With the alimony, I will rebuild my own life. Not anything near as nice as the life that we shared, but the life that you have chosen for me, regretfully beyond my control.

But without legal assurance in writing that you will keep your promises regarding my alimony, and that you will maintain a job which enables you to continue to do so after Adkisson is over, I have nowhere to go, and no money to go there with!

You keep your promise, or you keep ME!

You are no friend, we will never be friends again. I can't trust you with the smallest detail.

I'm researching Body Cams tonight, to wear whenever I am in your presence.

If you prefer to hire a lawyer again, than keep your word, I'll invite the person who serves me in for a drink, but know that I will have a motion ready to file the very next day for you to pay my legal fees as, multiply promised.

Also know that I won't be interested in a "payday" anymore, but to repay all my creditors, so I can get some vocational training, work, and live without looking over my shoulder anymore!

**KNOWN A YEAR
IN ADVANCE!**
This was the **WHOLE** Problem!

In court I will also seek "transitional alimony", so you can't just decide to screw me more by taking a low paying job, because you have failed to make any tax smart choices to set yourself up for the future.

I've tried repeatedly to help you, even at my own significant expense, yet you have refused, without any discussion even. (Which tells me that you're planning to downsize your entire lifestyle, or some family money is waiting in the wings for you.)

Regardless, if this ends up back in the courts jurisdiction, because you refuse to play fair, I'm pretty confident that it will financially be to my long-term advantage.

It's your choice for now, and then mine!

Jan 6, 2019



What happened? Why did you suddenly decide I am trying to get out of paying your alimony? (Which isn't true, I have always intended to pay you as we discussed.) Your mood swings are so weird. I thought, based upon our emails, that we were not going to harrass each other with legal contracts. As I said, the terms of your alimony will be immortalized in the final divorce filing, which we will do after the house sells. I don't understand why you are suddenly freaking out for no reason.

F

Fawn Fenton | mobile | Jan 6, 20 | 9

You agreed to put it writing before I leave, now you are pretending you never agreed to that and refusing.

As long as you keep your promise and sign the document I draft detailing the terms which we've already informally agreed to, then there should be no change in plans.

If you deny me that security which you promised, then that changes everything.

Our "final divorce filing" might be AFTER you change jobs, and I don't trust you not to try to renegotiate or subsequently reduce my agreed upon alimony.

Hence, I need your assurance in writing, BEFORE I do you the favor of trusting you with the last bit of wealth that I have left in this World, after 2018's Cyclone Tootie!

We already talked through this and you gave your verbal consent. Now we just need to follow-through and DO it.

No lawyers or courts ever need to be involved, unless you default. But I'm not releasing this property without you doing what you promised and signing a side-contract assuring me of exactly what my alimony will be, along with the duration, and starting upon sale.

That was "the deal", that is still "the deal". If your intentions are as you claim, this should be of absolutely no concern to you. When you start breaking commitments and withdrawing my last bit of security, you send off alarm bells, especially after what you have put me through over this past year.

As I've said 20 times now, IF you do as promised, and provide me with legally tangible written security regarding my alimony (which we can draft, no attorney's need to be involved), then I will keep my end of the promise too.

End of discussion.

If you care to carry on further, then you are confirming my concerns that you plan to betray me again.

No more words need to be said. You just need to follow-through with your ACTIONS, then I will too.

As previously stated, in the meantime, I AM packing as quickly as I can, while fulfilling the rest of the responsibilities that I have in life, like caring for Tweetie's special needs in this season, etc...

Enough said!

Jan 6, 2019

So "are we good" to proceed, where I can keep focusing on packing and breaking down my office, or do I need to focus my time on another legal battle with you?

I can't do both, so I need to know. I won't break down my office until you assure me that we are on the same page still, working TOGETHER, rather than pursuing legal action again.

For now I'm operating in "good faith" that we are still transparently and honestly WORKING TOGETHER. As you know, I have plenty to pack, which is my main focus now, rather than fixing stuff with the \$300 in supplies I told you I got at Home Depot.

Rather than spending another \$50 at Porter Paints to try to get an exact match for our soffit color (we have 3 different formulas all saying they are for exterior paint), I will just use the newest, and if you can tell any color difference from the ground, you can just have your handyman touch it up after I'm gone.

However, regarding my office, it will primarily stay intact, until I have your assurance that we are STILL on the SAME TEAM, proceeding as previously planned (together), without further legal disputes between us.

Please confirm.

Your refusal to communicate would confirm the opposite again, which would result in me needing to divert from packing to prepare for another surprise attack from you legally.

Thanks.
Jeff



Jan 7, 2019

I don't know wtf you're talking about, "legal battle". I am not wanting anything to do with lawyers, I can't afford any more, it's a waste of time and money. Regarding leaving a few cameras and wireless etc, I guess that's fine, I don't see why not.



Fawn Fenton (mobile) · Jan 8 2019

Ok, thanks. I just checked my two tiny CC's and I am BROKE! (One was accidentally \$8 over the limit... I ordered packing supplies on Amazon and accidentally charged one order to the wrong card...

I'm telling you, it is getting TIGHT over here!

I'm going to need to call my mom to borrow another grand before I can buy ANYTHING.

Between all the financial paper mess, all the divorce paper mess, all the evidence research and paper mess, and all the Social Security application and responses paper mess, my level of organization currently has never been worse. This has been an extremely overwhelming year!!!

If anything takes me off track, I'm going to crash and burn! (I just can't keep up, with all the change, and all the fighting, and all the responsibilities of taking care of myself and Tweetie, living on a budget that is \$500+ in the RED each month, plus how overwhelming undoing my precious work and packing is.

I'm barely hanging on... I think I might have one clean dish left, and the dryer has been full for 2 days.

I'm trying to get the outdoor stuff done because it finally quit raining for a couple of days.

Poor Tweetie is only seeing me at bed time and when I eat every 10-12 hours.

This is a LOT of work!

Try to be a little nicer to me please! I need as little stress as possible to stay on task. When I think I need to protect myself against you more, my World comes apart at the seems right now. It is more than I can take.

I'm sorry! I honestly don't know when I can trust you and when I can't anymore!

I'm so TIRED of not being enough...



Jan 8, 2019

2019-01-11 OFFERING MS. FENTON REDUCED ALIMONY IF SHE IS INTERESTED IN KEEPING OUR HOME – ANY WAY I CAN HELP!

Jeff Fenton

From: Fawn Fenton <[REDACTED]>
Sent: Friday, January 11, 2019 4:18 PM
To: Jeff Fenton
Subject: RE: You Keeping the House? If I Accept Less Alimony? Are you INTERESTED?

Ok, thank you for the info!

From: Jeff Fenton <Jeff@Meticulous.tech>
Sent: Friday, January 11, 2019 3:25 PM
To: Fawn Fenton <[REDACTED]> Fawn Fenton <fawn.fenton@live.com>
Subject: Re: You Keeping the House? If I Accept Less Alimony? Are you INTERESTED?

If their internet appraisal comes in low and they balk at the \$450, tell them about the major improvements we've made, and that we can provide receipts/documentation for... their computer appraisal would know nothing about those. So they'll likely raise the value when you tell them that and maybe shoe them a few receipts.

Sent from my METICULOUS Android

From: Jeff Fenton
Sent: Friday, January 11, 2019 3:16:13 PM
To: Fawn Fenton
Subject: Re: You Keeping the House? If I Accept Less Alimony? Are you INTERESTED?

Damn phone...

Otherwise it will fuck up your income to debt ratio.

Maybe I'll work on taxes then.

Don't mention the tax thing to any lenders until after you find out what they can offer, tell them specifically that you are wanting to do it for "debt consolidation" to pay off your credit cards, which will help your income to debt ratio a lot.

Another consideration, second mortgages don't require a full doc loan. They often will just do an internet appraisal like on zillow. So tell them the value of the house is \$450, that will help you qualify for more.

Also, Cole let us refi the second without our taxes current, with just your W-2 statements, so at the end of talking with each lender, ask if that is possible with them.

2nds will rarely pay for an appraiser to set foot on the property, so they are more flexible on the values as long as YOU look solid.

Many charge NO closing costs, or extremely low closing costs!

Just thoughts for you...

Jeff

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Sent from my METICULOUS Android

From: Jeff Fenton
Sent: Friday, January 11, 2019 3:04:38 PM
To: Fawn Fenton
Subject: RE: You Keeping the House? If I Accept Less Alimony? Are you INTERESTED?

Contact MIT credit union, I remember seeing something about amortized second mortgages from them.
Don't mention to any lender the alimony or possible third mortgage, keep that between us for now. Otherwise it will fuvk

Sent from my METICULOUS Android

From: Fawn Fenton <[REDACTED]>
Sent: Friday, January 11, 2019 3:00:07 PM
To: Jeff Fenton
Subject: RE: You Keeping the House? If I Accept Less Alimony? Are you INTERESTED?

Let me work on this some more. I'll call BCS and maybe a couple other banks to find out about what the terms would be to re-fi the second only.

I'll try to get back to you next week some time.
(Meanwhile, keep packing! Or if you need a packing break, work on taxes. Hehehehe.)

From: Jeff Fenton <Jeff@Meticulous.tech>
Sent: Friday, January 11, 2019 3:39 AM
To: Fawn Fenton <fawn@[REDACTED]outlook.com>
Subject: RE: You Keeping the House? If I Accept Less Alimony? Are you INTERESTED?

This makes me HAPPY!

Here is what I recommend:

Leave the first mortgage alone, it's not worth the higher interest rates or the additional term to refinance it. (You want to retire someday!)

Refinance your second, either with AI, as he suggested before, or a different lender (with AI you can probably get more money at more favorable terms, but have him register it as a legal second mortgage, so that you can write off the interest as mortgage interest on your taxes, if he is ok with that.)

Set it up as a 30 year amortized second mortgage (if possible), you can always pay it ahead later if you have the cash flow, to shorten it.

Refinance the second for as much as you can get, and you can apply everything over the amount of your existing second, to your credit cards. If you do this, and don't change your first, (since I believe this is best for you long term), you can skip paying me anything for my equity up front, until the undetermined end when you sell the house, or after the mortgages are both paid off, you could make installments (whatever you can afford) until a set amount is reached (if I die first, or at anytime, then you owe me nothing for alimony or equity, just make sure that I didn't die owing my mom any money...) which might be \$5k or less. Square that up, and I'm a happy dead person! Nothing more owed!

Or you could just add two more years to my alimony, making it eight years at the \$1,750 per month and I'll leave it here as it sits, minus my guns, computers, personal effects, and tools... you can keep all the furniture you want except my bed and Tweetie stuff.

I'll sign a quit claim either way.

If that still won't cash flow for you, I'd rather that you pay me less each month in alimony than refi the first (like \$1,600 or \$1,500 per month), but compensate me for the difference by increasing the duration, so that I receive the same amount in the end. (No interest necessary.)

If you still really want to refi the first, I'll work with you any way you want. Whatever makes it work for you, but I really prefer that you leave the first alone.

If you can figure out how (technically), along with the tax implications for both of us, and makeup the difference to me (if I am taxed at a higher rate than with alimony), then you could call the alimony a third mortgage, if that helped you write-off more from your taxes. (As long as in the end I am compensated the same, I don't care what we call it or how we structure it.) If you are ever questioned, you could just say that you are repaying me for my cash and labor in our home, instead of calling it alimony or spousal support.

Since I will remain in a lower tax bracket regardless... this might actually benefit us both tax wise. If I'm required to pay income taxes on "alimony" (which I don't know, it seems like double taxation if they tax you on it first) but not required to declare the principal portion of a loan being repaid, and if I only must declare "interest" as income for tax purposes. (You'd need to figure all that out, or ask AI, he may know.)

You could work backwards to figure everything out: so say that you are paying me \$1,750 for 8 years... 6 for my alimony, the final two for my equity as it sits, then the total amount of those payments is: \$168,000. (You don't need to really pay me any interest for this scenario, I only use the term to express the portion which you could payoff.)

So working backwards with an amortization calculator, figure at 15% interest for the best tax write-off for you, plus third mortgages typically are much higher risk and higher interest rates (few if any banks do them anymore, but I had one years ago.)

So using a reverse loan calculator (I'll email a link from my computer, I'm on my phone), if I'm doing this correctly, with a monthly payment of \$1,750, at an interest rate of 15%, for a term of 8 years, with no deposit: that backs out to a principal loan amount of \$97,518.00. Which means that the remainder of the \$168,000 = \$70,482 you could declare as mortgage interest over the 8 years, either amortized (which would have you paying more interest in the beginning and less at the end, which would work well on my end probably. because I plan to make less (if anything) in the beginning, and hopefully more towards the end).

You could also pay it as simple interest if you prefer, which would be an additional \$8,810.25 per year in interest which you could write-off your income for each of the eight years.

Now lets say that you can only afford payments of \$1,500 per month, to cashflow (keep your first, refi second. Turn alimony into third.)

So \$168,000 divided by \$1,500 per month, equals a term of 112 months which is 9.3333 years (instead of 96 months, which was 8 years before).

So using the reverse loan calculator (this is a rough number, because this particular calculator only accepts whole years, so it won't accept 9.3333 years, it will only accept 9 or 10, so I used 9. So there would need to be a tiny adjustment to this, but it should give us a good idea.

Monthly Payment: \$1,500
Interest Rate: 15%
Term of Loan: 9 years
Deposit: \$0
Loan Amount: \$88,629.76
\$168,000 Total - \$88,629.76 Principal = \$79,370.24 in Interest, which could again be amortized, or simple interest at \$8,819 per year in additional mortgage interest which you could write-off on your taxes, for 9 years.

That way you'd owe me nothing up front, and nothing at the end.

That idea might workout pretty well for you, but you'd need to do the research and make sure that you can still write-off third mortgage interest, and the tax implications for both of us. That sounds like a good idea to me though! Run it by your dad or Al.

If you don't like any of these options, the answer is YES to all your questions below. I'll work with you on this any way which allows me to survive, while helping you keep this home.

I just ask that you please be fair with me and help me to get approximately the same amount in the end. No interest necessary.

Don't be afraid to propose anything, which would really help this make sense for you! I by FAR prefer this than us selling the place, dealing with all the time, risk, lost value, and killing you with taxes for the next decade!

I want you to be HAPPY and be REWARDED for making lots of money! Not just rewarding Uncle Sam!

I told Todd that any time Uncle Sam is getting paid more than ME, that somewhere money is being thrown directly into the trash!

There are very few things which I'll say "NO" to about this, so please figure out what you need to make this work! (Not just in the short term by refinancing your first at higher rates for a longer term, but which will BENEFIT YOU the most in the LONG term!)

Remember, you can always temporarily get a roommate to help close any temporary financial gaps, or simply to get ahead quicker!

And your pony gets to live in a GARAGE again!!!

Please let me know as soon as you decide, so I don't remove anything that you might want to keep, like the alarm, safe, or dehumidifier, etc... It is all included at that price, if you want them, while they are still here and installed.

That would change how I leave the network too, because I would leave you a much more bad ass setup!

It would sure make my packing a LOT easier!!!

I hope you can find a way to say YES! I know in my heart that you can, and everything will work out so much more prosperously for you in the end!

Of course I can't force you, or we would have gotten past this months ago, but I REALLY WANT THIS FOR YOU!!!

I don't want to feel like the guy who fucked-up your life! Especially when I KNOW that with the right choices you can still PROSPER!!!

The reality is, like it or not, you simply make too much money not to have some tax write-offs, and not enough money to dig yourself out for a long time, once this opportunity passes!

This house started as YOUR DREAM! LET IT END THAT WAY TOO!!! FOR YOU AND PUP PUP, AND ALL YOUR FUTURE GUESTS!

I told Rito yesterday, that your mom used to complain all the time, but now when she visits, she must sleep on your couch, between two bunny cages which smell like piss!

I told him that as much as your mom deserves that, it just breaks my heart for YOU!!!

I know how important it is to you to be ABLE to comfortably host your family!

PLUS pup pup is tired of that damn apartment living!!!

Anything I can do to help make this a reality for you, please at least ask!

 Jeff

Sent via the Samsung Galaxy, an AT&T 4G LTE smartphone

2019-01-21 WIFE EXPLAINS HEALTH PROBLEMS ARE A RESULT OF HER EXTREME CASE OF MENOPAUSE (WHICH HAS LASTED OVER 7-YEARS). HORMONE THERAPY HAS BEEN INTERFERING WITH HER NARCOLEPSY MEDICATION (XYREM) CAUSING HER SLEEPLESS NIGHTS AND CONSTANT HEAVY NIGHT-SWEATS (NARCOLEPSY WAS WELL MANAGED FOR A DECADE PRIOR)

2019-01-21 Fawn - Night Sweats and Narcolepsy Meds Problem (Only Seeping 1-Hour at a Time)

Jeff Fenton

From: Fawn Fenton <[REDACTED]>
Sent: Monday, January 21, 2019 2:48 PM
To: Jeff Fenton
Subject: RE: Taking up a collection for one of our neighbors!

The Lusky's are the couple that live at the far end of Sunnyside Court (Robert's street), they have the two dogs, Mikey (fluffy brown/beige) and Scout (larger black short-hair); they've lived in Sunnyside forever, since their house was built in the 70s.

My fawn@fentonmail email is still on the mailing list for the Sunnyside NextDoor app, but I don't always look at the posts very often, and I had not seen that one about the wreck. I sure hope Mrs. Lusky recovers ok.

I stayed home from work today. I am not sure if I am borderline getting a cold, or maybe I'm just f'd up because of lack of sleep. I have figured out that the Xyrem is directly causing the night sweats now – the larger the dose, the worse I sweat, and even a large dose won't keep me asleep for more than about 1 hour. I called my sleep doctor, and he said there isn't much else we can do, since xyrem is the only medicine available for narcolepsy. I can cut back or stop taking the xyrem in order to not have the night sweats, but then my sleep doesn't make me feel rested. I've been experimenting with low doses of xyrem.... So far it looks like if I take 1.0 grams or less, I won't sweat. (One normal dose is 4.5 grams; 2 per night = 9.0 grams is my normal prescription.) Maybe I'll try taking 1.0g every hour or so through the night, or whenever I wake up all night.... Ugh.

Looking forward to talking to Terry tomorrow. (Sure you can bring the bag of grass seed, thanks!) See you then.

From: Jeff Fenton <Jeff@Meticulous.tech>
Sent: Monday, January 21, 2019 1:10 PM
To: Fawn Fenton <[REDACTED]>
Subject: Re: Taking up a collection for one of our neighbors!

Sure.

Flipped 3 times! That's crazy!

Like I said, when I turned onto Sunny Side, tiny pieces of glass couldn't be avoided. It was clear that a wreck was there, but I had no idea it was so dramatic.

I don't think I know who she is, but that is certainly unfortunate.

I noticed the glass in the early afternoon too, which is a strange time to be drunk.

You're welcome. I didn't know if you were still on the mailing list or not.

Are the roads fine? Is it "safe" to get ice cream?

Are you all set for our appointment with Terry tomorrow morning? Do you have his Maryland Farms Address? Give yourself an extra minute or two, I had to circle the block the first time I went there, because the entrance to the building is on the side, but the name of the building is on the front.

2019-01-21 Fawn - Night Sweats and Narcolepsy Meds Problem (Only Seeping 1-Hour at a Time)

If you have any trouble, remember you can text me, and I'll text you right back. If you call this number though, it won't ring through; however, if you leave a voicemail with Google Voice, it will immediately transcribe it and send it to me.

Do you want me to bring a bag of grass seed and spreader with me, or do you want to wait until spring?

Remember, feel free to bring Terry a list of questions about me to make the most of this opportunity. I told him to disclose ANYTHING to you, and I've never had a psychotherapist who has understood me better than him. If you feel it would be beneficial to schedule another appointment next week, then just speak up and let us know, and we'll do it.

Thanks!

I hope that today is kind to you, and that you can rest well tonight.

JEFF

Sent via the Samsung Galaxy, an AT&T 4G LTE smartphone

2019-01-23 MS. FENTON EXPLAINS HOW MY DISABILITY PREVENTS ME FROM MOVING FORWARD AND ACCOMPLISHING GOALS

Jeff Fenton

From: (615) 333-7377 <16158371301.16153337377.km4F34MBb9@txt.voice.google.com>
Sent: Wednesday, January 23, 2019 4:14 PM
To: 837.1301@gmail.com
Subject: New text message from (615) 333-7377



Hello, I pray for some peace for you today. (Regarding your text right above, I used to always think of you like you were riding a stationary exercise bicycle; peddling furiously, working so hard, but going nowhere. Sorry, not that that helps.) Anyway, my cold is much much much worse today. At least I have donuts, those sure are good and cheer me up. 🍩🍩🍩🍩🍩🍩

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To edit your email preferences for text messages, go to the [email notification settings](#) in your account.

Google

Google LLC
1600 Amphitheatre Pkwy
Mountain View CA 94043 USA

**2019-04-15 NOTIFY MS. FENTON ABOUT MY ROOMMATES
ENABLING ME TO ASSUME FINANCIAL RESPONSIBILITY
FOR MORE HOUSEHOLD EXPENSES**

**SHE ACTS LIKE EVERYTHING IS NORMAL, NO MENTION OF
FINANCIAL FAILURE, MORTGAGE DEFAULT, OR BANKRUPTCY**

Jeff Fenton

From: Fawn Fenton <fawn.tiffany@outlook.com>
Sent: Monday, April 15, 2019 3:17 PM
To: Jeff Fenton
Subject: RE: Roommate, Lawyer Fees, and your Monthly \$500 Support

Thanks for letting me know what's going on with you.
And thanks very much for getting the 2015 taxes done. I really appreciate that.
=)

From: Jeff Fenton <Jeff@Meticulous.tech>
Sent: Monday, April 15, 2019 1:57 PM
To: Fawn Fenton <[REDACTED]> <[REDACTED]> Fawn Fenton <fawn.fenton@live.com>
Subject: Roommate, Lawyer Fees, and your Monthly \$500 Support
Importance: High

Hello Fawn,

I'm glad we got the taxes done yesterday! That is a relief! Needless to say, the past week has been a week of hell for me, trying to pull together all the loose ends at the last moment. I still would like to get you the docs for 2017 as soon as I can, and at some point work on the 2016, but I expect that to be the worst year yet, and I'm unsure to tell you the truth, how to approach it.

If you find out that we don't owe for 2017, then I will feel better about 2016, but I'm not very confident about either, which is why I've been recommending that we leave the money on deposit with the IRS. I've been in a jam with them before, so I know that if my gut is right about 2016 or 2017, we'll be glad to played it safe, instead of paying them interest for those years PLUS needing for YOU to pull thousands of dollars out of thin air.

Speaking of thousands of dollars, I just want to say, that I believe that not only how you filed our 2018 taxes was illegal, but also how you unilaterally decided to divide the return, I believe was also illegal. I don't believe that it matters what date you moved out. As long as we are legally married, and have not yet gotten legally divorced, I believe that absent a fully executed settlement which says otherwise, that I am legally entitled to HALF of ALL tax refunds, as LONG as you are CLAIMING ME AS A DEPENDANT. IF we FILE JOINTLY, then the refund is ALSO JOINT. Please feel free to call the IRS and inquire about that, but that is my understanding about the law. As I mentioned, I had to pay my ex 50%, for a year in which we were legally separated, lived at separate residences the ENTIRE TIME, but where I still filed jointly, without her having ANY income that year. I believe that if we are even legally divorced, but we are filing JOINTLY for a year when we were still married, living together or not, that we are EACH entitled to 50% of the refund.

Honestly, as with everything that you've done over the past year, what upsets me the MOST, is not the amount of money, but you PLAYING GOD, or treating me like your RETARDED CHILD, and making DECISIONS UNILATERALLY. That is what has been the most BULLYING experience of them all, since you waged your divorce war on me. Until we are legally divorced, you don't have the legal authority to make ANY decisions which involve both of us, UNILATERALLY, any more than I do, or that you want ME to start making UNILATERAL DECISIONS which affect YOUR LIFE.

Anyhow, what you paid me was wrong, and I believe illegal, but I've been so busy lately, that I didn't have time to fight with you about it.

You may have noticed that you haven't heard from me much lately, and enjoyed the reprieve, but that is because I have been so busy with so many different things. I've been working with an attorney (which needless to say, is costing me

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thousands of dollars) to figure out how to deal with all the challenges which currently face me, prioritized by urgency. First the \$34k BCS default judgment, which goes to trial next week. How to obtain my vocational training, whether there are state programs which may help fund that, or how to obtain those funds. Dealing with my other debtors, and whether I need to file BK, or how he advises that I deal with that. What to do about the house, whether to possibly put it in a trust, or some way which will help protect it rather than force the sale, when we get divorced. (If the sale is forced, at this point, the proceeds will no longer be split 50/50, since the default judgment to BCS will be required to be paid, and since neither of us will be able to walk with any cash, due to our creditors (which was my whole incentive for the 50/50 split), we are going to need to have our depts split proportionately, or however the court determines is fair (this is not a threat, but some of my debts, which were all marital (I owed nothing on CC when we moved to SS) will be assigned to you, unless the attorney helps me negotiate my debts down or helps me file bankruptcy, which is all under consideration, but will take a while to figure out, or we reach a fully executed settlement which states otherwise. Anyhow, my objective with this attorney, is not to face ONE of my challenges currently, but to help me come out the other side, FREE and CLEAR, with GAINFUL EMPLOYMENT, and becoming completely financially SELF-SUFFICIENT as quickly as possible! I expect that he will help with the divorce last, because of all the other urgent matters currently, and with our divorce, whether that be through mediation, arbitration, or a trial. We've spoken a little about that, but not extensively yet, since I have so much on my plate, and I've bombed him with so much information. He is a really kind, fair guy, and I've made it clear to him that I'm not looking to "milk" you or get "all that I legally can", but rather I just need a "fair" settlement so that I can survive this storm, hopefully without losing our home. But like I said, there is a lot on the table ahead of that. I just want you to understand where my time and money is going, why I still don't believe that I'll be able to obtain a job immediately, to deal with all these other major factors.

So my life has been FRANTIC lately.

Also, I've obtained a roommate who has a lease, and is helping me out with some of the bills. So thank God for that! The big bedroom didn't rent for NEAR what you thought it would, probably because my life is in chaos currently, but also I don't think the market would bear anything near a grand for renting a bedroom. I played around with the number a little on the app which I advertised it on, and when the numbers were higher, I didn't get any response at all. Anyhow, my roommate is a cool dude, and we've been getting along well for a few weeks now. At least he is slowing down my negative cash flow a little bit, through the attorney is forcing me to borrow more and more to help me through all these challenges. Needless to say, this divorce, and the timing of it, left me totally screwed in a number of ways.

The attorney also mentioned a totally different TYPE of divorce, which I never heard of before, which could keep the court out of the decision making process, I believe, but I forget the name of it. I had never heard of it before. Anyhow, I don't want you to worry about that, or to force matters more quickly, without him being able to guide us through the smartest options for US BOTH, like I said, his primary goal is to deal with my creditors, help me obtain the vocational training that I need (he mentioned a couple of programs offered by the state), he mentioned a four year bachelors degree, but I told him that I'm really only interested in programs that are 6 months to a year, and at the most, as associates which takes two years, but the shorter the better. I'm just too old for a bachelors to make sense. He understands completely and agrees.

As I said, I've made it clear to him, that despite all the bullshit between us the past two years, that you are still the person with whom I love the most in the World, and that my goal is to become completely independent, making \$25-\$30+ per hour again, to where I can have a lifestyle comparable to what I had at the duplex before we met. He understands that I mean you no harm, and that if you are willing to keep the financing for our home in your name, then I'm willing to keep you on the deed with me, and he said that if we setup a trust, all that can be spelled out in the trust, as well as the consequences if I fail to make payments. Again, we've only touched upon this, I'm trying to get him to work with me on the side a little bit, at a discounted rate which hopefully I can afford, so I don't expect that I'm going to get a lot of his attention, all at one time.

Like I said, I sent him a information BOMB two nights ago, which I'm sure will take him a little time to work his way through, which further added to the stress of me getting the taxes done.

I still need to scan the taxes, and get my butt to the post office. I recently woke up... and I just want to touch base with you and let you know what is going on, since you refuse to ever speak with me.

The bottom line is, I need for you to please continue to send me the \$500 per month toward my consumables, for as far as I can see currently. Of course, as soon as I'm able to survive without those funds, it is my hope to discontinue that. My attorney thinks that it is my best interest currently to focus my time on these other matters, especially on researching education, talking to Nashville Software School, applying for a boot camp, if that feels right, try to apply for some scholarships, since it will cost \$12k plus, etc.... He seems to think this will help me become independent much quicker, than a \$13 per hour job stocking groceries at Kroger. Maybe that will change, but that is where things stand now.

My attorney believes that I'm entitled to more than the \$500, but I'm not interested in going down that road right now, as long as you will agree to keep paying me the \$500 per month, so that I can survive and work on these other initiatives to better myself.

So, I just deposited the last \$250 check that you sent me, if you can please mail me a few more, I would appreciate it. I expect that things will remain as they are for at least a month.

Whatever you do, please don't default on any of your debts, including the house, because the attorney told me that our house is "safe" from BCS regarding the \$34k judgment (since I was concerned), no judge will FORCE the sale to satisfy solely one of MY creditors, since it is owned by us BOTH. However, if we both defaulted upon our debts, then a Judge could force the sale, like they did my duplex, possibly at auction prices, just to payoff the creditors with judgments, without any of our other creditors getting paid, except for what little is left over. In such an event, we'd lose everything, plus you would be legally required to provide me with other living arrangements, for at least the near future, as I try to obtain the vocational training I need plus find a decent paying job which will sustain me. In such a circumstance, we would both still owe a fortune. So that is definitely NOT the route that we want to go.

Don't panic, I'm not out to "get" you, or to "get everything I can", but I do need to protect my interests, since so far I have been bullied a lot, since you refuse to communicate with me, and since every creditor and their brother are pursuing me, and somehow obtaining judgments without me even being in court. So between that and my potential BK (I still PREFER to get free of MY debts, before a divorce, if that my attorney agrees that is the best course of action), that way I can negotiate with you for the house, without \$100k of debt in my name to ALSO be negotiated over.

I ultimately want what is legally FAIR, and what will help US BOTH get to where we want to be in life, without EITHER of us simply becoming homeless, with their lives in the shitter. I've made clear to my attorney your concerns about taxes, and that is another thing which we plan to look at together.

Anyhow, between cleaning out the main floor and both spare bedrooms (I carried everything into the garage at first, and had to park in the driveway), modifying my lease for this property, finding a good roommate, giving my attorney the FULL PICTURE, along with supporting documentation in a way which I HOPE was not too overwhelming, and dealing with our taxes... which I must GO right now to mail... there is more that I DON'T KNOW, than that I DO KNOW. But I have a good feeling about this guy, he seems to really want to help me. I have not bequeathed him our home or anything like that. But that is costing me a few grand at the moment, though not nearly as much as your attorney charged, while not accomplishing anything. My attorney knows, that I don't want him to help me with just ONE of these challenges, but to come out the other side of ALL of these challenges. He also knows that I'm not asking him to litigate against all of them, but simply to advise me which are WORTH litigating against, and which are not, along with what order to handle them, so that I can come out the other side and rebuild my life. I've honestly gone as FAR AS I CAN ON MY OWN KNOWLEDGE! Things are too complicated now, for me to be able to proceed on my own, without concern for hurting myself further in the near future.

I've also told my attorney, that I'm willing to do as much of the LEG WORK as possible, in all of this, as long as he advises me and oversees what I do. He seems to have a really broad knowledge of the law, practices in both criminal and civil

courts, and has so far even caught a few things which Judy Wells told me, which were not legally correct. So I'm impressed.

So this email is just to give you a head's up about my roommate and to request that you please continue sending me the \$500 per month, until I tell you otherwise. It is also to explain to you why I can't just run and get a bottom feeding job yet, but I'm not sure what my attorney will recommend in the future. I've told him that I want all future calculations, if we can negotiate a way for me to keep our house, based upon the assumption that I will work my ass off, with a job paying \$25 - \$30+ per hour, plus the expectation that I will have at least one roommate until I DIE.

I believe that is realistically possible, but time will tell.

Thanks for working with me yesterday to file our taxes. I need to move my ass now to mail them.

Tell my puppy HI for me.... I've also told him that you RARELY if ever let me visit my puppy... I'm not sure if he will get involved with that, we haven't had a chance to talk about things that minor yet, but I'm hoping that you will either start sharing better, or that the law can compel you to share better. I'm willing to reciprocate by sharing Tweetie. But these unilateral decisions, which infringe upon the legal rights of the other, MUST stop. You MUST start treating me like an adult, or you will be held legally accountable.

Have a good day! (FYI... I did not proof-read... if I missaid anything, because I NEED TO GO FILE TAXES!)

JEFF FENTON

METICULOUS.TECH

(615) 837-1300 OFFICE

(615) 837-1301 MOBILE

(615) 837-1302 FAX

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A DIVISION OF METICULOUS MARKETING LLC

CUT TO THE CHASE!!!

THE REAL REASONS FOR WIFE'S BANKRUPTCY FRAUD, WHY OUR MARITAL RESIDENCE WAS NEVER SOLD AS PLANNED IN OUR "VERBAL SETTLEMENT AGREEMENT" (AFTER OUR MUTUAL NON-SUITS), THE REAL MOTIVES BEHIND THE FRAUDULENTLY OBTAINED "ORDER OF PROTECTION", AS WELL AS THE TRUTH ABOUT WIFE'S HEALTH AND CLAIMS ABOUT "EMOTIONAL ABUSE".

649

650 **These are the "GOTCHA MOMENTS", the MILESTONES which scream the**
651 **TRUTH to any unbiased party, AFTER they realize the Complexity, Depth, Strategy, and**
652 **Deviousness of the TRUTH! As well as how many parties participated to PULL THIS OFF!**

653 I believe that this SCAM would literally be IMPOSSIBLE (at the 100% success rate
654 experienced) without at LEAST the following:

- 655 • One Chapter-13 Bankruptcy Trustee, who was at least "negligent".
- 656 • One CORRUPT(able) Bankruptcy Attorney.
- 657 • One CORRUPT(able) Divorce Attorney.
- 658 • One CORRUPT(able) Williamson County Chancery Court Judge (who
659 would at the very least, "turn his head" to allow them to "get away with it")!

660 This is where FICTION becomes more BELIEVABLE than the TRUTH (which they
661 intentionally exploited)! So "DUE DILLIGENCE" in this case requires LISTENING to the
662 AUDIO from the 8/29/2019 HEARING, at the OLD Williamson County Chancery
663 Courthouse in Franklin, Tennessee, while "FACT CHECKING" every word spoken by
664 Judge Michael W. Binkley and Attorney Virginia Lee Story.

665 PLEASE "FACT CHECK" the testimony and dialog from Binkley/Story dialog from
666 the testimony of AUDIO RECORDING from 8/29 with the following documentation ON
667 COURT RECORD:

668 TRANSCRIPTS OF EVIDENCE and subsequent COURT ORDER from the
669 8/1/2019 hearing within that SAME COURT from the 8/1/with the (With the transcripts
670 and subsequent Court Order from that same Court – BEFORE I COULD NO LONGER
671 AFFORD COUNSEL!) It is only a quick 30-minute recording. To do any LESS while
672 disregarding this EVIDENCE (again), is to be an ACCESSORY TO THEIR STATE AND
673 FEDERAL CRIMES, and an ABOMINATION TO JUSTICE!

674

WIFE'S SECRET CONTESTED DIVORCE #2 (DOCKET #48419B)
"TOTAL ANNIHILATION" WITH DIVORCE ATTORNEY VIRGINIA LEE STORY (#11700),
DIVORCE ATTORNEY KATHRYN L. YARBROUGH (#32789), BANKRUPTCY ATTORNEY MARY
BETH AUSBROOKS (#018097), BANKRUPTCY ATTORNEY ALEX KOVAL (#029541)
TIMED AND COORDINATED WITH MS. FENTON'S BANKRUPTCY CASE: 3:19-BK-02693
(FILED CHAPTER-13, CONVERTED TO CHAPTER-7 ON 12/6/19 WITH ADKISSON RETIREMENT)

SOLE PURPOSE OF "ORDER OF PROTECTION" APPLIED FOR
UNDER FALSE TESTIMONY WITH "FRIENDLY" JUDGE FOR TEXTS!

The Ancient Paths

Parents are responsible for the protection of their children. Unborn and small children are unable and not equipped to defend themselves against the schemes of the devil. As a result, God appointed agents to protect them and care for them. Again these agents are called parents. One day some years ago, the Lord opened up to me what I have since come to refer to as the **STRONG MAN PRINCIPLE**.

"Or how can anyone enter the strong man's house and carry off his property unless he first binds the strong man? And then he will plunder his house." (Matthew 12:29)

In this passage, Jesus is explaining how to expel demonic spirits. He says that there are different ranking spirits with which to deal. If you want to be rid of all the lower ranking spirits, you must first find their "chief," bind him, and then you can eliminate the others. The "chief" is called the strong man.

As I was studying this passage, one day the Lord spoke to me that the principle works exactly the same when the kingdom of darkness is attempting to invade your house. In the Greek language, the word translated "house" is the word "OIKOS." This word in this context is not referring to the physical dwelling place, but rather to the family. OIKOS literally means: "the descendants thereof."

So when the enemy (the devil and demonic spirits) comes to plunder your house (OIKOS), he is

God's Blessing Through Cultural Traditions

after your family. His purpose is to devastate and destroy your marriage, children, and grandchildren. In order to do so, he must first bind the strong man. Who is the strong man of your house? The husband is the strong man to the wife, and both parents are strongmen to the children. Thus, in the areas of life in which the enemy can bind the parents, he has access to the children.

2019-08-01 Fenton v Fenton - Trial Transcript by Susan Murillo

TR.v4 (526) & TE-1 (3)

3. MS. STORY: Your Honor, with your
4. permission what we would like to do is leave the
5. ex parte order of protection in place.

6. THE COURT: All right.

7. MS. STORY: That has given relief to
8. these parties not being able to contact each
9. other.

10. THE COURT: Okay.

11. MS. STORY: And put as part of that,
12. that she does not contact him, he does not contact
13. her, which the ex parte already has him restrained
14. and enjoined from any contact whatsoever.

15. THE COURT: All right.

16. MS. STORY: Because what we don't
17. want to do is have something go down on his
18. record that's going to affect his employability,
19. because he needs to get a job ASAP, so as long as

20. we have the protection, the order of protection
21. under the ex parte, we are good with that.

22. THE COURT: Okay.

23. MR. DUKE: Thank you, your Honor.

TR.v4 (527) & TE-1 (4)

18. Mr. Fenton and Mrs. Fenton had
19. agreed last year that they would do that. She
20. then dropped the divorce. They were going to try
21. to get it on the market. The problem with the
22. private realtor is that Mr. Fenton posts these

THE "ORDER OF PROTECTION" WAS NEVER A CONCERN, IT WAS A TOOL. THE ONLY REAL CONCERN WAS EVICTING ME AND SELLING MY HOME!

23· kind of documents that are -- this is the do not
24· enter my property, and I'll hand you a copy of
25· that.

TR.v4 (528) & TE-1 (5)

·9· In 2018, when they made this
10· agreement, if she dropped the divorce he would
11· agree to put the house on the market. It never
12· got on the market. It was he's got to fix this,
13· he's got to fix that. It was one excuse after
14· another, and here we are sitting a year later,
15· and now my client had to file bankruptcy.
16· She is paying the second mortgage on
17· the house. She's paying \$48,000 in credit card
18· debt, and this credit card debt is in her name,
19· but the genesis of those cards, I have a history
20· of the cards where Mr. Fenton would transfer
21· balances from his credit cards to a credit card in
22· her name, and then she became in a horrible
23· financial situation.

MS. FENTON WANTED TO SELL OUR HOME OUTSIDE THE COURT SO THAT SHE WOULDN'T BE REQUIRED TO PAY "HER SHARE" OF THE \$90k OF REAL MARITAL DEBT IN MY NAME! WHILE SHE PLAYED HER BANKRUPTCY FRAUD GAME TO FORCE ME OUT OF MY HOME AND PREVENT ME FROM COLLECTING ALIMONY! SINCE SHE KNEW A YEAR IN ADVANCE WHEN HER BOSS WAS PLANNING TO RETIRE!

THE SIGNS WERE NEVER A PROBLEM! (REMEMBER: despite Ms. Story's awful "NARRATIVE", Ms. FENTON DESIGNED THE SIGNS AT WORK HERSELF ON CAD!

IF THE HOUSE WAS ON THE MARKET, THE SIGNS WOULD HAVE BEEN REMOVED FIRST, AND THE FLOOR WOULD EVEN BE SWEEPED AND MOPPED! I'VE SOLD PLENTY OF HOMES BEFORE! How INSULTING!

MS. FENTON REPEATEDLY REFUSED TO SIGN ANY LITTLE PIECE OF PAPER WHICH PROMISED ME THE \$1,750 PER MONTH IN ALIMONY, FOR THE DURATION OF 6-YEARS WHICH SHE REPEATEDLY VERBALLY PROMISED AND OUR AGREEMENT WAS CONTINGENT UPON! I NEVER OFFERED TO RENDER MYSELF HOMELESS! MS. FENTON LIED, SHE CHEATED, AND THEN SHE STOLE, WHILE MS. STORY HELD HER HAND AND GUIDED HER THROUGH MULTIPLE LAYERS OF FRAUD!

SEE THE PAGES BELOW FOR SOME TRUTH!

**2019-08-05 Email Asking Marty WHEN I can File my DIVORCE ANSWER
AND COUNTER COMPLAINT FOR DIVORCE**

From: Charles M. Duke <marty@mdukelaw.com>
Sent: Monday, August 5, 2019 5:39 PM
To: Jeff Fenton <Jeff@Meticulous.tech>
Cc: Mitchell Miller <mitchell@schafferlawfirmtn.com>
Subject: RE: Fenton v. Fenton

Jeff:

There is no definite date certain by which I agreed with Ms. Story to file an Answer & Counter-Complaint. However, until there is an Order entered relieving us as counsel in this matter, you should not file anything pro se.

Thanks. have a good evening.
Marty

From: Jeff Fenton [<mailto:Jeff@Meticulous.tech>]
Sent: Monday, August 05, 2019 5:36 PM
To: Charles M. Duke
Cc: Mitchell Miller
Subject: RE: Fenton v. Fenton

Thanks Marty.

Can you simply inform me of any critical dates which I need to self-represent by, as I can not afford further representation:

For example, when did you get the ANSWER & COUNTER COMPLAINT extended to?

Any other time critical dates would be greatly appreciated.

Thanks.

JEFF FENTON
METICULOUS.TECH

(615) 837-1300 OFFICE

(615) 837-1301 MOBILE

(615) 837-1302 FAX

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2019-08-06 Email Asking Marty (AGAIN) about HOW and WHEN I CAN FILE an ANSWER AND COUNTERCOMPLAINT FOR DIVORCE

Jeff Fenton

From: Charles M. Duke <marty@mdukelaw.com>
Sent: Tuesday, August 6, 2019 5:14 PM
To: Jeff Fenton
Cc: Mitchell Miller (mitchell@schafferlawfirmtn.com)
Subject: RE: Fenton v. Fenton

Jeff:

I will clarify all this with Ms. Story as far as how she would like for communication to flow while we await the 29th. I will advise what I hear in response. In the interim, Mitchell and I are still your counsel of record, so she cannot take any adverse action against you without providing us notice, and us having the opportunity to respond on your behalf.

Thanks.
Marty

From: Jeff Fenton [mailto:Jeff@Meticulous.tech]
Sent: Tuesday, August 06, 2019 2:11 PM
To: Charles M. Duke
Cc: Mitchell Miller (mitchell@schafferlawfirmtn.com)
Subject: RE: Fenton v. Fenton

Marty,

One quick question regarding you withdrawing from counsel, and me not supposed to contact Ms. Story directly until after your withdrawal from council has been approved by the court, and the potential deadline for my Answer and Counter Complaint:

SO even though the Answer & Counter Complaint are currently over a month overdue from the original due date, I should wait until after 8/29 to ask Ms. Story what my deadline is for having it completed and filed with the court? Is that correct? (So it would be technically two months late by then.)

I'm fine with that, if that is the proper procedure, I just don't want to get caught with Ms. Story filing for a default judgment on me.

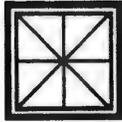
Can you please let her know that service by standard mail (not certified) is best for me. The Post Office will not deliver certified mail to my home, because of the No Trespassing signs (and it is up a BIG hill). If she mails me standard post, I will send her an email within a day each time that I receive a letter from her, so that she will have a legal confirmation of receipt.

If that doesn't work for her, she can send certified mail to my PO Box, but I only check it about once per month, but if she emails me and notifies me that I need to check it, then I will.

My PO Box is:

Jeff Fenton
P.O. Box 159200
Nashville, TN 37215

**2019-08-14 ADKISSON LETTER ABOUT OWNER'S RETIREMENT AND
DOWNSIZING FIRM, PRESENTED BY MS. STORY, AS EXPECTED**



Adkisson & Associates Architects, Inc.

FILED FOR ENTRY

2019 AUG 15 AM 10:44

FILED FOR ENTRY _____

August 14, 2019

To all the employees of Adkisson & Associates Architects, Inc. (the "Firm")

I want to let everyone know that November 2nd of this year is my 65th birthday. As a result, I plan to begin downsizing the Firm so that I can significantly reduce overhead costs prior to the end of the corporate fiscal year end on **December 31, 2019**.

I want to give everyone ample time to secure other employment. I will continue to pay your salary and benefits up through **November 15, 2019** so long as you are working full time at the Firm. If you secure new employment prior to November 15, 2019, I will provide you with two (2) weeks severance pay from the new employment start date, but said severance pay will not extend beyond November 15, 2019.

I greatly appreciate your good work over the past years and wish you well in your future endeavors.

With many thanks,

Kenneth C. Adkisson
President

EXHIBIT

2

3322 West End Avenue • Suite 103 • Nashville, Tennessee 37203 • (615) 298-9829 • Fax (615) 298-5122 • www.adkissonarchitects.com

2019-08-23 Letter from Virginia Story About Walk-Through Ms. Fenton's Personal Property as All Marked



**Story
Abernathy
& Campbell**

PLLP | AN ASSOCIATION OF ATTORNEYS

Virginia Lee Story
virginia@tnlaw.org

Joanie L. Abernathy
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Neil Campbell
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Kathryn L. Yarbrough
kyarbrough@tnlaw.org

Of Counsel:
James E. Story,
Attorney at Law

Marissa L. Walters
Paralegal/Associate Attorney
marissa@tnlaw.org

HISTORIC DOWNTOWN
FRANKLIN, TENNESSEE
136 Fourth Avenue South
Franklin, TN 37064

OFFICE (615) 790-1778
FAX (615) 790-7468

*Licensed in Kentucky

August 23, 2019

Via email & first-class mail

Charles M. Duke
1200 Villa Place, Suite 201
Nashville, TN 37212

Mitchell Miller
1200 Villa Place, Suite 200
Nashville, TN 37212

Re: **Fawn [REDACTED] Fenton vs. Jeffrey Ryan Fenton**
Williamson County Chancery Court No. 48419B

Dear Marty and Mitchell:

Thank you for helping to get the walk-through scheduled. I am hopeful that we can get Mr. Fenton's signature on the listing agreement ASAP so that we can move forward with the auction process as efficiently as possible.

My client put yellow post-it notes on the items that she would like to take from the residence. The only item that was not previously listed and that she tagged was the "gear clock" that is hanging on the brick over the fireplace. Additionally, she noticed that the Sony Bravia 55" TV, sound bar and subwoofer that she requested to take was missing from the residence. This was a gift from her brother. Please ask Mr. Fenton about the location of the TV. In the event that Mr. Fenton has sold the TV, sound bar and subwoofer, we would ask that he provide proof of the sale and documentation as to how much he received.

My client also noted that the dehumidifier equipment that the parties purchased for under the house was also missing. This was purchased a few years ago in order to reduce humidity in the crawlspace. It was a commercial-grade unit and costed several thousand dollars. Please ask Mr. Fenton what he did with this equipment and again, if he sold the equipment, we would ask that he provide proof of the sale and documentation as to how much he received.

Additionally, my client would like to have the pistol (Glock 9mm, model G-17), the brown blanket with the horse image (this was hers before the marriage), decorative plate in the kitchen with the snakes painted on it (this was hers before the marriage), and the small painting of the Parthenon currently hanging over the laundry closet (this was a gift to her from her family).

williamsoncountyattorneys.com

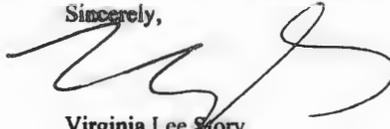
* Rule 31 Family Law Mediator

Charles M. Duke
Mitchell Miller
August 23, 2019
Page 2

The only item that Ms. Fenton took with her yesterday afternoon was a blue pet-carrier. She will need to rent a truck or U-Haul in order to move the larger items. She would like to do this all in one trip sometime in mid-September. Hopefully, scheduling that will be easier as I understand that Mr. Fenton will be relocating to Michigan by September 1, 2019.

I will be drafting an MDA with the above items and division of proceeds of the equity from the home after payment of the marital debt for your review so hopefully Mr. Fenton will not have to return to Tennessee. As always, if you have any questions or concerns regarding the above, please feel free to contact me.

Sincerely,



Virginia Lee Story
Attorney at Law

cc: Ms. Fawn Fenton

2019-08-28 Pre-Trial “Pro Se” Email to Touch Base with Attorney Story

From: Jeff Fenton <jeff.fenton@live.com>
Sent: Wednesday, August 28, 2019 9:30 PM
To: Virginia Story virginia@tnlaw.org
Cc: Heidi Macy <Heidi@tnlaw.org>; Kathryn Yarbrough <kyarbrough@tnlaw.org>; Mitchell Miller (mitchell@schafferlawfirmtn.com) <mitchell@schafferlawfirmtn.com>; Charles M. Duke <marty@mdukelaw.com>; elaine.beeler@tncourts.gov
Subject: RE: Fenton vs. Fenton; Williamson County Chancery Court No. 48419B

Hello Ms. Story,

My apologies, but I recently finished writing my response. It is 50 pages long, and I still need to do a final proof read tonight, to make sure that my paragraphs line up with yours, make labels for all my exhibits, and make sure that my paragraph numbers and exhibit lettering matches up between the documents.

I called the Clerk & Master's office a few hours ago, and they said that someone is usually there at 7:30am to time stamp, and accept court filings, and they said that will still give them time for a clerk to deliver them to Chancellor Binkley before his hearings start.

My question is, for hand-delivering your copy tomorrow, would you like for me to bring that over to your office, or just provide it to you in the court room? If you would like me to bring it to your office, I probably can't be there before 8am, because I have a lot for the Clerk & Master to timestamp. I'm not really sure how long it will take them. My question is, what time is someone available in your office for me to provide it to them? And what time is Ms. Fenton meeting at your office, because I don't want to cross paths and violate my Temp OP? If for some reason I can't get there before you have Ms. Fenton scheduled to arrive, please just come up to me in the court room, whenever you peek inside, and I'll hand it all to you. (I've only seen you once, I'm not sure if I will recognize you, but I should be easy to spot, with the donkey I have carrying all my documents.

I apologize for not getting it to you sooner, and I totally understand if we need to postpone or reschedule. It was physically the fastest which I could get it done. Please let me know how you prefer to receive the docs tomorrow morning.

I understand that it is totally up to Chancellor Binkley's discretion whether or not to accept/consider it all. I also understand that it is pretty likely that he may want to delay ruling on your motions until he has had a chance to at least peruse some of my responses, **to at least consider my position, experience, and perspective, before making such major rulings in my life.**

I understand that the sale of the house is the most time sensitive matter, so I believe that we can probably get that part out of the way tomorrow, as I'm not trying to delay or derail that initiative. (I will need a small extension though in order to vacate in time, for Ms. Fenton to be able to get her stuff after I am gone, and then for Ms. Fenton to facilitate the Auction, which I am fine with, but only providing that I've moved out first.) I'm sure that during your walk-through, Ms. Fenton was pleased and CONVINCED that I am finally MOVING for SURE. **I have been working as hard as I can at vacating the property, except that this legal work has hijacked all my time and focus this past week. As Ms. Fenton will attest, with my ADHD and my OCPD, I can honestly only focus on one major project or task at a time. I can do that one task or project well, but I can not multi-task significant or critical projects. My brain isn't wired that way.** It is all one project, or another, but never both. **So either I can perform a ton of legal research and try to figure out how to "play lawyer", or I can MOVE, but I am absolutely incapable of doing both concurrently.** Although my move is really important, **there is nothing currently more critical to MY future, than addressing any legal challenges which you initiate,** so please just be aware, that whenever you do, you've just extended the amount of time which I will need to vacate the house by another week or two. **I understand that a lawyer can do in a few hours what it takes me a week to do,** but at nearly \$20k in legal fees so far (largely of my mother's money), there is no way that I can afford retaining legal counsel any longer, or that I could even justify doing so, simply to wrestle over breadcrumbs. Yet the legal outcome is still critical to me, so I will represent myself to the best of my ability, taking as long or as little time as that requires.

I'm not arguing to keep or remain in the house, at all. I've accepted the move to Michigan, it is only this legal work which is slowing down my move at this point. As Ms. Fenton has probably told you, I'm afraid of heights, and I am absolutely terrified of driving over the Cincinnati bridge. I haven't driven over it myself in over a decade, and the last time that I did, I had a massive anxiety attack and nearly passed out, while driving a U-Haul to bring my grandfather's pool table down to

Tennessee (which now I'm going to lose). Ms. Fenton was with me, and surely she can attest that once I cross it (somehow) to move up to Michigan, my legal business here needs to be wrapped-up, so that I won't be required to return. I'll speak with Chancellor Binkley tomorrow to explore my options.

The biggest challenge should this require me to remain here, either because I have not had time to focus on packing and moving, or because of further litigation, is that there is no realistic way for me to vacate the premises for the sale, and it won't be very slightly with boxes stacked everywhere and furniture broke down, to sell while I'm here. Plus I would need additional funds from Ms. Fenton to pay for my utilities and my food (approximately \$1400 per month total), the same as my tenants were paying me, prior to you having them evicted. After transferring the utilities into my name, and since Ms. Fenton is not paying me ANY support currently, I can't survive here for any less than \$1400 per month, unless Ms. Fenton transfers the utilities back into her name, in which case I could make it on a little less. This is just the bare essentials of course.

I checked on Pacer and saw that there has been a lot of activity, with many new documents since the last time that I checked. For the purpose of freeing up my time to finish getting my documents together for court tomorrow, rather than getting sidetracked catching up on reading Ms. Fenton's bankruptcy documents, can you please tell me where matters stand regarding the date which the mortgage companies are requiring the home to be sold by? Last time I read through the documents, her bankruptcy plan had been rejected as of that time, because the banks wanted a hard sell-by date. I know that Ms. Fenton's bankruptcy proposal states six months, which neither of the mortgage companies seem to object to, but they require a hard date to know when that will be by, prior to accepting her plan. If you can let me know how long she has, that will help me prepare for the discussion tomorrow with Chancellor Binkley, as well as know at what point I can trust that the litigation is over, so that I can break down my computer network and focus completely on packing. (I have a complex computer network, all my data is stored on a separate server, once I break-down my network, I won't be able to respond to any litigation or find any documents, for probably two months, when I have it all set back up in Michigan. Hence, I need to make sure that it is "safe" to break it down, before I begin doing so.) Knowing Ms. Fenton's updated deadline with the mortgage companies, and if you plan on further litigation, would be helpful in

determining when I can get serious about packing, which will have a direct impact upon when I can vacate by. I'd like this all to be done as quickly as possible, but I'm not going to get caught "with my pants down". We will need to have some sort of agreement, court order, or understanding, before I can proceed.

Anyhow, I just want you to be aware of the real challenges, despite what litigation is filed. I can only physically move so quickly and do so many things at once. I want to help you and Ms. Fenton get what you want, I'm not trying to be an obstructionist in any way, but I will need a bit of a cease-fire in order for me to be able to do that, while representing myself, combined with the challenges of my disabilities.

Marty emailed me a couple of questions that you have about a few items of personal property, from your walk-through.

As for the items which Ms. Fenton pointed out inside the home, which she wants, I'm fine with ALL of that.

The Glock 9mm Model-17 pistol, Ms. Fenton took with her when she moved out. If she can't find it, please suggest that she check both of her rifle cases, especially the bottom tier of her newest double rifle case. I know that she filled those spaces up with stuff when moving out, so it could easily be lost in one of those. I specifically remember her taking it though, and since I've had to clear all the guns out of our home due to the OP, I know that it's not accidentally sitting somewhere in the gun vault or around our home. I also know that my friend who is storing my guns, checked them each in, and there was only one Glock, that being my .40 caliber.

The first time that Marty forwarded a question from you regarding the 9mm Glock, it looked as though Ms. Fenton wants the RECEIPT, not that she is missing the gun itself. So I'm unclear which it is at this point, but I don't have the gun, I specifically remember Ms. Fenton taking it with her, and I searched all over for the receipt, and I can't find that anywhere either. So I'm sorry not to be able to help in either of those regards. I would if I could. **Firearms are a part of the legacy of both of our lives, I would never try to cheat her on such a thing.**

As for her interest/concerns regarding the TV and the Dehumidifier:

First of all, the TV/Sound Bar was MOSTLY a gift from Ms. Fenton's family (we contributed around \$400 towards them, between a marital property check which Fawn wrote, to help pay for the soundbar, and some cash of mine leftover from my Duplex rents, because I wanted an upgraded model TV from the one which Ms. Fenton's brother Mark was offering to purchase us for Christmas.) Mark had a hard budget in his mind of paying \$1,000, so I paid Mark the difference to purchase a better TV, which later on Mark also liked better, so when he returned to LA, he purchased the model which I selected for himself also.

So the "gift" portion of the TV, made it 50/50 marital property, despite whose family provided the gift, as it was given to us both equally, but the non-marital cash which I chipped in for the upgrade, actually made that TV more mine than Ms. Fentons. (Mark later gave Ms. Fenton a \$2,500 rifle for her Christmas present, independent of me.)

As for the soundbar, that was primarily a gift to ME from Ms. Fenton's mother (Diane). Diane always likes to give extravagant gifts (my family never had the money for that), but Diane usually has no clue what to get me, and I am pretty picky, so honestly I am hard to purchase for. So on a couple of occasions, like when we were talking about a new iPhone that was released and I mentioned me planning to upgrade, Diane jumped on the opportunity to purchase it for me for Christmas, even though Christmas was months away, simply because it was within her price point, and she had the opportunity to know exactly what I wanted. (Instead of sending me cash or buying me something which I didn't want, which we also did a number of times.)

The Soundbar with the TV was the exact same thing. After purchasing the TV at Best Buy, Mark kept looking at the TV A/V equipment they had on sale, and found a TV/Soundbar combo, where you could purchase a decent soundbar also made by Sony, for a couple hundred dollars off, if you purchased it in conjunction with the TV we had purchased the day earlier. Mark got all excited about this combo, and got me interested in it, then Diane asked if that was what I would like for Christmas, and if so she would chip in a few hundred dollars, if Ms. Fenton and I paid the rest (which I think was about \$225 out of our pocket.) So Mark, Diane, Ms. Fenton, and I all went back to Best Buy (after dining out together), had them return the TV from the day before, then repurchased the combo with the soundbar, Mark's contribution remained the same, Diane chipped

in I think around \$300, and I believe that we contributed around \$225 (of marital funds) to complete the purchase.

So though there was around \$225 of "marital property" money in that purchase, **it was primarily purchased as a Christmas present for ME**, from Diane. (Ms. Fenton got a load of other stuff from Diane for Christmas, as always.)

Anyway, the bottom line is, regardless of whose family GAVE the gift, it was "marital property", and more-so MINE than Ms. Fenton.

Ms. Fenton and I did discuss her potentially getting the TV, in different discussions we had about settlement offers and property divisions, but as we all know, none of those agreements were fully executed (which my \$20k in legal fees currently attests to).

Ms. Fenton knew that we reduced her temporary support from for my consumables from \$1000 per month to \$500 per month, before the end of last year, thinking that I was moving to Michigan to live with my mother. However after Ms. Fenton refused to put our verbal settlement agreement into writing, halting my move to Michigan, she never increased my temporary support back up to the \$1,000 per month which I truly need (at a minimum) to meet my basic needs here. Consequentially, Ms. Fenton knew that I had a negative cash-flow of about \$500 per month, for around six months, before I finally got roommates to cure both my negative cash flow, as well as Ms. Fenton's. (Ms. Fenton told me that she had a negative cash-flow at that time, of between \$400 - \$500 per month.) Of the \$1,400 per month of rents which I received, I told Ms. Fenton that she could discontinue paying me \$500 per month for my consumables (which should have made her cash-flow right there.), plus I also transferred all the utilities for our home into my name, even though Ms. Fenton had agreed via email, that I didn't need to, since saving the \$500 per month was plenty acceptable for her, for the time-being. Yet I felt bad, having a TINY bit of cash in my pocket for once, and I transferred all the utilities into my name(which is approximately \$400 per month during the summer), even not needing to do so per Ms. Fenton.

At that point, of my \$1,400 per month in rents, Ms. Fenton was receiving \$900 per month in financial relief, and should have been financially in the black by \$400 - \$500 per month.

(Which is why I'm pretty darn sure that her bankruptcy is a scam, as her father also tried to get us to do that, leaving \$100k of debt in MY name.)

Anyhow, I sold the TV for \$1k cash, before I got roommates, just to meet my basic needs, due to my monthly shortfall. Marty mentioned you wanting to see a receipt for that, but I don't have one. I've never kept receipts for personal property which I've SOLD, only for that which I've PURCHASED. The only exception is firearms, which I always keep a paper record of, just in case the firearm is used in a crime later on, so that "the paper trail doesn't stop at ME", which I read about somewhere.

When I sold the TV, we didn't have any pending litigation, we weren't under any restraining orders, so it was all perfectly legal. It was just a quick cash item to sell, to help me buy food, meds, and gas. **The idea being to simply exchange what I have for what I needed to survive. Which was the same idea later with getting roommates. I exchanged bedrooms and space which I had, for the money which both Ms. Fenton and I needed, to cash-flow ever month. Unlike Ms. Fenton, I do not possess credit lines with thousands of dollars of credit, to take up the slack when I don't cash-flow.** I've borrowed way more money from my mother than I'll ever be comfortable with, but there were seasons when I absolutely refused to borrow any more from her, and I told Ms. Fenton that was one of those seasons, when I would instead sell whatever I needed to survive.

As for the dehumidifier, it is a commercial unit, which I love, but it didn't cost nearly as much as Ms. Fenton told you. I saw the receipt for it the other day, as I was sifting through my scanned receipts, and the dehumidifier itself was \$2,100, when it was new, about 5 years ago. Ms. Fenton had already told me when I was moving to Michigan previously, that I could take it with me to use in my mother's small damp basement, since that was now going to be MY BEDROOM! Furthermore, the dehumidifier was completely purchased on MY CREDIT card, so if Ms. Fenton would like to split the approximately \$100k of MARITAL DEBT, which WE abandoned in my name (thanks father-in-law), though creditors and judgments are still chasing me, then I will be happy to call it "marital property". Otherwise, that dehumidifier was MINE.

Additionally, the dehumidifier was a free-standing unit. It was never plumbed-in, nor was it ever directly wired-in, nor attached to any duct work. Hence it never became an "appurtenance", converted from "personal property" into part of the "real property". So I was free to do with it, whatever I wanted.

Either way, I sold it to my mom for \$1,000. **I don't believe that any of our personal property (except firearms) will retain more value than 50% of it's initial cost, when reselling it. (Especially at an auction!)**

By the way, did the auctioneer provide you with an estimate, of what he believes our home might auction for? I have a lot of experience in real estate, but none in regards to auctions, except for one foreclosure auction, where I lost \$90k in equity, when my duplex foreclosed, was purchased, and resold just three months later (investing less than \$5k in improvements) for a \$90k profit! That hurt us both!

Thank you. I'll see you tomorrow in court. Have a great night!

Jeffrey R. Fenton (Pro Se)
1986 Sunnyside Drive
Brentwood, TN 37027
(615) 837-1300

Docket No: 48419B
Fenton v. Fenton

-----Original Message-----

From: Jeff Fenton <jeff.fenton@live.com>
Sent: Monday, August 26, 2019 4:19 PM
To: elaine.beeler@tncourts.gov; Virginia Story virginia@tnlaw.org
Cc: Heidi Macy <Heidi@tnlaw.org>; Kathryn Yarbrough <kyarbrough@tnlaw.org>; Mitchell Miller (mitchell@schafferlawfirmtn.com) <mitchell@schafferlawfirmtn.com>; Charles M. Duke <marty@mdukelaw.com>

Subject: RE: Fenton vs. Fenton; Williamson County Chancery Court No. 48419B

Hello Ms. Beeler and Ms. Story,

I writing to inform you that I'm nearly finished with my response to the attached Motion. I know that it is due today, but I have approximately 250 pages of exhibits, which has taken a lot longer than expected to compile, organize, and print three copies of. My goal is to have it to you first thing in the morning, **I will also bring my ADA certifications, in hopes that Chancellor Binkley will make an exception and include my responses on the 29th.**

Being Pro Se for the first time in this capacity, a lot of this takes me a lot longer to figure out, to create and format the forms correctly, while taking the time to address each of the concerns raised in the Motion, to the best of my ability.

I understand it will be entirely at Chancellor Binkley's discretion whether to include my responses, but **I have been working on this for three days straight, without any sleep, and I physically couldn't get it to you any quicker.**

Hopefully, I can finish this up and be in both of your offices, bright and early tomorrow morning. I'm writing simply to let you know that I am working diligently on my responses, that I'm not ignoring my duty or being flip about it. I was simply unable to meet the deadline, with all the recent changes in my life.

Thank you and I wish you both a wonderful evening.

Jeffrey R. Fenton (Pro Se)
1986 Sunnyside Drive
Brentwood, TN 37027
(615) 837-1300

Docket No: 48419B
Fenton v. Fenton

2019-08-29 CORRECTED PAGE ONE OF MY “ONE-AND-DONE” FILED IN CHANCERY ON 8/29/2019, ADDRESSING EVERY ACTION TO DATE, INCLUDING MY DIVORCE ANSWER AND COUNTER-COMPLAINT, BUT I FORGOT TO LABEL THAT CORRECTLY. MS. STORY HAD AGREED TO EXTENSION WITH MY PREVIOUS COUNSEL CHARLES MARTY DUKE. THIS WAS LITERALLY THE SOONEST I WAS ALLOWED TO FILE IT PRO SE, AS ATTORNEY HAD TO WITHDRAW

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

FAWN TIFFANY FENTON,
Plaintiff/Wife,

v.

JEFFREY RYAN FENTON,
Defendant/Husband.

)
)
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)

Docket No: 48419B

HUSBAND’S RESPONSE AND COUNTERMOTION TO WIFE’S MOTION FOR VIOLATION OF THE EX PARTE ORDER OF PROTECTION, AND IN OBJECTION TO ORDER GRANTING MOTION TO SELL THE MARITAL RESIDENCE, AND HUSBAND’S ANSWER AND COUNTER-COMPLAINT TO WIFE’S COMPLAINT FOR DIVORCE. HEREAFTER REFERRED TO AS HUSBAND’S “ONE-AND-DONE”

COMES NOW the Defendant/Husband, Jeffrey Ryan Fenton, for his response to the Wife’s Motions, along with Husband’s Countermotions, addressing all allegations to date, stating as follows:

First Husband would like to bring to the court’s attention, the disabilities with which he has been diagnosed, and continues ongoing treatment for. If not properly understood, one could easily draw incorrect conclusions, specifically about Husband’s communications, in how he speaks and even more so, his excessive use of words when writing. Please see Exhibit-A for a thorough explanation regarding this, from both Terry M. Huff (LCSW), Husband’s Psychotherapist, and Dr. Richard E. Rochester (M.D.), Husband’s Psychiatrist.

Husband suffers from the following handicaps:

Obsessive-Compulsive Personality Disorder (OCPD) DSM-5 301.4 (F60.5)

Generalized Anxiety Disorder (GAD) DSM-5 300.02 (F41.1)

Attention-Deficit Hyperactivity Disorder (ADHD) DSM-5 314.01 (F90.2)

2019-08-29 Fenton v Fenton - Trial Transcript by Emily Sipe with Harpeth Court Reporters

TR.v4 (498)

9. MS. STORY: Your Honor, the motion that
10. we are here on today is a motion for violation of the
11. order of the court that was August 14th of '19. And
12. after the order was entered, there was a pretty scary
13. communication from Mr. Fenton. I am not here today to
14. argue about that motion necessarily. The more
15. pressing matter -- and that was his response, that is
16. the lengthy response we received this morning. It
17. deals more with the issues of why he made those
18. statements and those type of things.
19. But the more pressing issue, Your Honor,
20. was the deadlines for getting this house sold. So
21. having leased the property, 1986 Sunnyside Drive in
22. Brentwood, you ordered that it be sold by auction.

THE "ORDER OF PROTECTION" WAS NEVER A CONCERN, IT WAS A TOOL. THE ONLY REAL CONCERN WAS EVICTING ME AND SELLING MY HOME!

NEVER IN MY LIFE HAVE I MENTIONED TO ANYONE THE IDEA OF ME MOVING BY SEPTEMBER FIRST!

This is an entirely FALSE NARRATIVE again.

TR.v4 (499)

11. tagged the items like your Order told her to, and it
12. was our understanding that Mr. Fenton would be out of
13. the house by September 1. He said he was going to
14. Michigan and that's where his, I think, his mother
15. lives. I think his father has a lake home in

My father does NOT own a LAKE HOME. Furthermore, Ms. Fenton KNOWS that we don't get along well, and that I could NEVER live at his home. As my father SAID in his LETTER BELOW:

**It's not all me, I have 4-sisters
who haven't even spoken
to him in 25-years**

Daniel Fenton
36 Thames Court
Crossville, Tn. 38558

To Whom It May Concern,

This letter is confirmation that Jeffery R. Fenton is welcome to visit for a couple days but would not be permitted to stay with my wife and I for any extended period of time. We are not compatible for any visit more than a couple days.

Sincerely,



Daniel Fenton

*If you need confirmation, call me in
Tennessee at 931 337-6170*

16. Tennessee. That's where we thought maybe it would be
17. more logical for him to go, but that is up to him
18. where he wants to go.

TR.v4 (500)

10. MS. STORY: It was in the Order already.
11. It was September 15th. He said that he was moving
12. September 1st. That is Sunday.

NEVER HAVE I MENTIONED MOVING SEPTEMBER FIRST!

Ms. Story is giving me just **5-DAYS NOTICE** that I am **EVICTED** and **MUST MOVE 600 MILES AWAY TO SURVIVE!** With **ZERO** replacement provision!

TR.v4 (501)

3. THE COURT: All right. What date do you
4. suggest?
5. MS. STORY: I have seen correspondence
6. where he said September 1st. Now he's saying he
7. can't. So I would suggest September 3rd, which is
8. next Tuesday. And I would like the Order to reflect
9. that the Williamson County sheriff's department will
10. accompany him. And at this point --
11. THE COURT: You mean off the property?
12. MS. STORY: Off the property. And I
13. don't think he needs to take any property.
14. What he did, Your Honor, in this response
15. he filed, they had a TV that -- a Sony TV, a big
16. screen, that my client's brother had given her. He

17· now tells me in this response that he sold it for
18· \$1,000. And then the other thing, there was a
19· dehumidifier in the basement that was like a \$2,500 to
20· 3,500 dehumidifier for moisture. He sold that. So if
21· you let him take anything out at this point it's going
22· to be sold and he's dissipating marital assets, which
23· would be in violation of the restraining order.

24· And at this point Mr. Anderson, he can
25· tag everything, they can video everything. We will

TR.v4 (502)

·1· not disturb anything. If we have to use proceeds to
·2· get a storage unit, we will do that for Mr. Fenton's
·3· belongings. Mr. Fenton, in his response says he has a
·4· fear of heights. And so driving to Michigan, he has
·5· to drive over the Cincinnati bridge.
·6· MR. FENTON: Yeah. That's really hard
·7· for me.
·8· MS. STORY: And so he says he can't drive
·9· a U-Haul over it. So if we can just let him take his
10· clothing, his jewelry, his personal effects, whatever
11· he needs that he can pack in his car, and not have to
12· drive a U-Haul of furniture at this point, that might
13· be the best thing to do.

I just emailed Ms. Story the TRUTH about the TV and DEHUMIDIFIER the NIGHT BEFORE, in the email above, "2019-08-28 Pre-Trial "Pro Se" Email to Touch Base with Attorney Story".

Nowhere is it even mentioned in my Court Filing as she claimed!

MS. STORY TOTALLY MISLEAD THE COURT, CAUSING ME TREMENDOUS HARM, WITH ZERO ADDED VALUE FOR HER OR MS. FENTON, UNLESS SHE PLANNED TO DEPRIVE ME OF MY PERSONAL PROPERTY ALSO, WHILE SELLING IT FOR THE BENEFIT OF HER AND MS. FENTON. WHICH UNBELIEVABLY SHE LATER ATTEMPTED, as shown further below.

14. MR. FENTON: Where is my furniture going
15. then?

16. THE COURT: Wait a minute. We're doing
17. this one at a time.

18. MR. FENTON: I'm sorry.

19. THE COURT: Go ahead.

20. MS. STORY: If he will tag the items that
21. he wants, like my client tagged the items per your
22. order, if he'll just put a tag on items he wants,
23. we'll make sure that those get stored, and then we can
24. use the proceeds from the sale. We're going to
25. deposit those into the clerk's office. And we can use

TR.v4 (503)

1. those to pay the next storage unit and then when he
2. gets ready to come here and get his things, or maybe
3. he wants to use some of his proceeds to have them
4. shipped to him since he, you know, does have a fear of
5. driving the U-Haul.
6. So I'm trying my best to be as
7. accommodating to him and considering his condition
8. that, you know, this is going to be a simple process
9. for him. He can take his clothes, his personal
10. property, be out September 3rd. We will tag

As "fair" as this might SOUND, Ms. Fenton only needed to "TAG" less than a DOZEN items of hers remaining at the property since she MOVED a YEAR ago!

While in stark contrast, I had THOUSANDS of ITEMS of MINE at the property SINCE I STILL LIVED THERE. I OWN MY STUFF, because I WANT MY STUFF, and I'd like to KEEP MY STUFF! (To me, this was an INSANE, unfair, and impossible proposition!)

Plus, despite Ms. Story's PROMISE IN COURT, after I was evicted from MY HOME, and had traveled to MICHIGAN for basic shelter and food, Ms. Story REFUSED to have MY PERSONAL PROPERTY, stored and preserved in any way. She demanded that I pay her \$2,000 IMMEDIATELY, (while knowing they left me penniless), threatening to SELL or DISCARD of ALL MY PERSONAL PROPERTY otherwise! (Obtaining a FEDERAL Court Order from the Bankruptcy Court to SUPERSEDE my \$10k of "protected income and assets" properly filed and served per TN Laws!)

11. everything, take care of it. Mr. Anderson is not
12. going to destroy property. That's all I'm asking for.
13. And if he would sign the listing agreement today and
14. we put in the order that it be -- that she have the
15. authority to sign any other necessary documents in
16. case he does go to Michigan. It would be a little
17. bit, logistically, difficult to do that.

18. THE COURT: What do you want me to do
19. with this violation of the Order?

20. MS. STORY: Just continue it. We can
21. just reset that portion of the motion. He just filed
22. a response today. I'm fine to -- the ex parte remains
23. in effect anyway under the Order of the Court, and I
24. have not seen any further violations of that Order.

THE "ORDER OF PROTECTION" WAS NEVER A CONCERN, IT WAS A TOOL. THE ONLY REAL CONCERN WAS EVICTING ME AND SELLING MY HOME!

TR.v4 (504)

22. THE COURT: Now, let me just tell you
23. this -- and I just want to be clear about this. I
24. don't want to get into an emotional discussion about
25. what I will do and what I won't do. Let me just tell

TR.v4 (505)

1. you how it, works. Once I put a Court order down, I
2. really expect people to obey it.

·3· MR. FENTON:· Yes.

·4· THE COURT:· **And so the only way a judge**
·5· **can enforce a Court order if someone refuses to do it,**
·6· **and we're seeing it more and more, people are doing**
·7· **what they want to do and not really paying attention**
·8· **to a Court order. And I'm taking the time to tell you**
·9· **this because I don't want you and me to have problems**
10· **with this.**

11· MR. FENTON:· No.

12· THE COURT:· **And let me tell you, my**
13· **personal feeling is, as a judge, a judge who does not**
14· **back up his or her Court order is worthless.**

15· Now, if you have a reasonable excuse for
16· **disobeying an order, I will certainly hear it. And**
17· **the last thing I want to do is put someone in jail for**
18· **violating an order.**

19· MR. FENTON:· Yes.· And that's the last
20· **thing I want, too.**

21· THE COURT:· **Sure. Right. And so you and**
22· **I have an understanding. And so you don't know me but**
23· **I do mean what I say.**

24· MR. FENTON:· I believe that.

25· THE COURT:· Okay.· Good.· And so we can

TR.v4 (506)

1 · dispense with the rest of that.

2 · MR. FENTON: And just as a question, were

3 · we saying that I disobeyed the Court order? Because I

4 · had --

5 · THE COURT: No, no, we don't have

6 · anything like that really in front of us but --

7 · MR. FENTON: Okay.

8 · THE COURT: But let me tell you what I'm

9 · going to do here because we have to get moving.

10 · MR. FENTON: Right. Can I still tell a

11 · little bit of my side before you rule on all of that?

12 · THE COURT: Briefly.

13 · MR. FENTON: Okay. So basically on my

14 · side, the narrative that has been brought to the Court

15 · so far is completely fraudulent about my person, about

16 · who I am, about me being violent. All of this stuff.

17 · The documentation that I provided you with shows that

18 · my wife is a highly skilled handgun instructor who

19 · owns assault weapons, has 5,000 rounds of ammunition

20 · under her bed. I mean, she is trained by the NRA,

21 · certified by the State of Tennessee to do rape

22 · prevention, pepper spray, everything. So the whole

23 · guise of feeling physically endangered was not -- she

On the AUDIO Recording from this trial, you can HEAR Judge Binkley hesitating "Ahhhh...." as if not planning to allow me to testify AT ALL in the trial. He finally said "BRIEFLY." Allowing me to speak for 7.1 Minutes, before he cut me off. He discarded everything I said though as not being relevant to the agenda that day in Court. (Though it was the pretense under which the hearing was called.)

Until after I was evicted and my home was sold, no one showed any interest in talking about our divorce or the quality of our marriage at all.

24 · **tried to do that with her first attorney --**

25 · THE COURT: · We're not dealing with that

TR.v4 (507)

·1 · today.

·2 · MR. FENTON: · I know. · **But that's**

·3 · **basically the tone under which everything else is laid**

·4 · **and that's --**

·5 · THE COURT: · I practiced law for 35 years.

·6 · Long, hard years in the trenches.

·7 · MR. FENTON: · Right.

·8 · THE COURT: · **I am trained to separate**

·9 · **things in my mind that are important --**

10 · MR. FENTON: · Okay.

11 · THE COURT: · -- and things that are

12 · unimportant. · And I'm not trying to be rude to you,

13 · but you've got to trust me here. · If you were a

14 · lawyer, I would be telling you the same thing. I

15 · would be saying, "**Lawyer, that's not relevant to me**

16 · **right now.**"

17 · MR. FENTON: · Right.

18 · THE COURT: · **I don't really care about all**

19 · **that. That's for another day.** · But let me just tell

20 · you this.

21 · · · · · MR. FENTON:· Okay.

22 · · · · · THE COURT:· These are real easy issues.

23 · I have got to put an order down for you to be out of

24 · that house.

25 · · · · · MR. FENTON:· I understand that.

TR.v4 (508)

·1 · · · · · THE COURT:· **On September 3rd.**

·2 · · · · · **MR. FENTON:· Can I speak a little more**

·3 · **first?**

·4 · · · · · THE COURT:· **No.**

TR.v4 (511)

·3 · · · · · **MR. FENTON:· But I wanted to take them**

·4 · **with me so I'm only going over the bridge one time.**

·5 · **That's what I was saying.**

·6 · · · · · THE COURT:· **Well, I know that you would**

·7 · **like to do that but we're not doing that.· Okay?**

·8 · **That's not the fair way to do it.· And I'm not going**

·9 · **to sit here and explain to you why it's not because**

10 · **it's part of the law** that you assume when you stand up

11 · **and start representing yourself.· Assume that you**

12 · **know.**

TR.v4 (512)

17. MR. FENTON: Okay. I'm sorry. I would
18. rather stay in the house during the auction with that
19. being the case. But the only reason I was going to
20. leave ahead of time --

21. THE COURT: You're not going to stay in
22. the house.

23. MR. FENTON: I'm not going to stay in the
24. house?

25. THE COURT: No, sir. You're going to

TR.v4 (513)

1. leave by September 3rd noon, and you've got to be
out
2. of there or the sheriff will escort you off the
3. property.

4. MR. FENTON: So have I done wrong to
5. receive that kind of treatment, Your Honor? I mean,
6. my wife had two months to move out.

7. THE COURT: Sir, we have already talked
8. about all that. We had a previous hearing. We have a
9. previous Court Order. You're representing yourself.
10. You're assuming to know everything we've already
11. talked about. I'm not going to go over it with you

18. MR. FENTON: On the last Court Order you

To this day I still have no idea WHY he was "PUNISHING" me so harshly, except for Ms. Story's alarming complaints, demanding that I was "dissipating marital assets", which Ms. Story knew was NOT TRUE BEFORE Court, while she insisted that wasn't the REASON for the harsh judgment AFTER Court. I see no other explanation in either of the Court Orders or the Transcripts to justify this.

I honestly could not make ANY SENSE out of this, until I discovered and read the two articles in the Tennessean, revealing the close, long-term trusting friendships between Ms. Story and the Binkley family.

I can only conclude that it must have been either error or bias (Ms. Story was given the "benefit of the doubt" over me, even if unconsciously, due to their close and trusting friendship), although I do not believe that Ms. Story was operating in GOOD FAITH at any point.

19· said that I could take my stuff with me after the
20· ten-day walkthrough. That's what your last Court
21· Order said, and I would like to be able to do that.

TR.v4 (514)

·2· THE COURT: Do you understand that? Your
·3· personal items, sir. You're not stupid. Listen,
·4· please. Your personal items are your clothes, your
·5· personal jewelry, and that's it.

·6· MR. FENTON: My bed or my furniture?

·7· THE COURT: **No, sir. I'm going to say it**
·8· **for the third time. No furniture, no furnishings, no**
·9· **nothing.**

10· MR. FENTON: That's not what you said in
11· the last order.

12· THE COURT: **Sir, you're not paying**
13· **attention. You're not listening to what has happened.**
14· **You're not paying attention to anything. And I'm not**
15· **going to spend three or four hours here at the -- just**
16· **trying to be nice to you and go through everything**
17· **again. I'm just not going to do that. You're**
18· **expected to know all of this.**

19· Now, you're choosing to represent
20· yourself. There's not a thing that I can do about

21 · that.

TR.v4 (515)

25 · ...And then I don't want you coming in

TR.v4 (516)

·1 · and say, Judge, I didn't really understand that.

·2 · Because I've been down this road with

·3 · folks who represent themselves. · They don't get it.

·4 · They don't understand, and then they whine and

·5 · bellyache and come back and say that just wasn't fair.

·6 · **Fair is something you do in the fall.**

TR.v4 (517)

·2 · THE COURT: · All right. · What else,

·3 · Ms. Story?

·4 · MS. STORY: · That'll do it. · We can

·5 · account for the items he sold at a later time and

·6 · address that.

·7 · MR. FENTON: · Can I make a comment about

·8 · those, Your Honor?

·9 · THE COURT: · No.

10 · MR. FENTON: · That is before this was in

11 · Court.

TR.v4 (518)

- 1· ······ MS. STORY:· Since he probably will be
- 2· ·moving to Michigan, I would be amenable to him
- 3· ·attending the final hearing by telephone if he doesn't
- 4· ·want to drive back.· And I can tell you, I will try to
- 5· ·accommodate him in any way I can.
- 6· ······ THE COURT:· I know you will.· You already
- 7· ·have.
- 14· ······ THE COURT:· All right.· Then if you'll
- 15· ·prepare the Order, that'll take care of us.

Regretfully Ms. Story never provided me with an opportunity to participate via telephone as she promised here in Court either. Apparently, she justified that by a series of erroneous claims, less than truthful motions, and a misleading affidavit, denying me any opportunity to participate.

Consequentially, default judgments were ordered against me on every count!

Before we even BEGAN DISCOVERY, without even filing a "Motion for Default Judgment" as I thought was mandatory, to provide me with any notice or warning about the catastrophic damages to MY PERSON which followed.

I've now lost an entire YEAR of my LIFE, while having also lost every penny I had ever earned, invested, or saved, while I believe I was denied ANY "equal and due process", along with an opportunity to be HEARD by an impartial tribunal.

F-AWN [REDACTED] FENTON vs JEFFREY RYAN FENTON
00/29/2019

1 MS. STORY: Since he probably will be
2 moving to Michigan, I would be amenable to him
3 attending the final hearing by telephone if he doesn't
4 want to drive back. And I can tell you, I will try to
5 accommodate him in any way I can.

6 THE COURT: I know you will. You already
7 have.

8 MS. STORY: And, also, the order probably
9 needs to say that Ms. Fenton can execute any other
10 documents that need to be executed because he might
11 not be here to sign anything, that Mr. Anderson might
12 need signed. So I would like to be able to put that
13 in the Order.

14 THE COURT: All right. Then if you'll
15 prepare the Order, that'll take care of us. That's
16 what we're doing. That's the Order of the Court.
17 Thank you very much.

18 (Proceedings were adjourned at 11:44 a.m.)
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518

24

2019-08-30 Email to Ms. Story Regarding Urgent Concerns and Misunderstandings from Court the Day Before

From: Jeff Fenton Jeff@Meticulous.tech
Sent: Friday, August 30, 2019 1:48 PM
To: Virginia Story <virginia@tnlaw.org>; Heidi Macy <Heidi@tnlaw.org>; Kathryn Yarbrough kyarbrough@tnlaw.org
Cc: elaine.beeler@tncourts.gov

Subject: Miscommunication Yesterday

Hello Ms. Story,

I just had the Clerk's and Master's Office send me a copy of the court order from yesterday.

Apparently there was a miscommunication somehow, between when you spoke about the TV and the Dehumidifier, where Chancellor Binkley understood your comments about me selling the them, to have occurred during the Restraining Order Statutory Injunction, which is not at all correct. This was months before.

It looks like that is what upset the Chancellor, and caused him to change his ruling to forbid me from taking any of my personal property with me when I move.

As I don't believe that was what you were alleging, and I know that isn't what happened, how do we get this cleared up, so that I can take my personal property with me, so that I can move to Michigan, as planned?

This seems to all be about a simple misunderstanding, more so that favoritism, as I thought. I just couldn't rationalize any other reason for such drastic changes in the order.

How do we fix this quickly so I can leave?

I've done nothing against the Statutory Injunction at all. If anything, a little bit of money could arguably be kept from my final proceeds.

Please advise, I want to get packing, but I legally can't.

Thanks.

Jeff Fenton

**2019-08-30 Ms. Story's Reply to My Urgent Concerns and Misunderstandings
from Court the Day Before**

From: Virginia Story virginia@tnlaw.org
Sent: Friday, August 30, 2019 3:36 PM
To: Jeff Fenton <Jeff@Meticulous.tech>; Heidi Macy <Heidi@tnlaw.org>; Kathryn Yarbrough
kyarbrough@tnlaw.org
Cc: elaine.beeler@tncourts.gov

Subject: RE: Miscommunication Yesterday

Mr. Fenton,

The transcript will reflect that we had no verification of a date that you sold the property and there was no prejudice to you whatsoever as you had just mentioned this in your multiple page pleadings that you filed on the morning of the hearing 8/29/19.

You are welcome and should provide proof of when you sold the TV and dehumidifier as this will be addressed at the final hearing.

The Judge made the decision that you will take personal clothing, your jewelry and toiletries/medication only. He went over that several times with you.

You were not able to complete certain tasks in order to have the house ready for the auctioneers and at this point we will just have to store the items that you tag that you would like.

Remember whatever the storage fee is you will most likely have to pay out of your share of the proceeds so do not tag anything that you want the auctioneer to sale please. The more you sale the less you have to haul to Michigan. The proceeds from the sale of the real property and the proceeds from the sale of the furniture will be deposited into the clerk's office for save keeping.

Please note that our office is closed Monday for a holiday so we appreciate your not emailing after office hours which are 8 to 5 pm.

Thanks,

Virginia

2019-09-16 Letter from Virginia Lee Story Claiming False Damages and Demanding \$2,000 Immediate Payment for Storage - Threatening to Otherwise SELL and DISPOSE of MY Personal Property

Story Abernathy & Campbell, PLLP
AN ASSOCIATION OF ATTORNEYS
Virginia Lee Story
virginia@tnlaw.org

September 16, 2019

Re: Fawn ██████ Fenton ys. Jeffrey Ryan Fenton
Williamson County Chancery Court No. 48419B

Dear Mr. Fenton:

My client was at the house over the weekend and has indicated that you left the house in a mess despite you having known since August 1, 2019 that the property would be auctioned. The costs for cleaning out the house and moving the items that you have tagged per the Court Order to storage will be in excess of \$2,000. Please send a check payable to Fawn Fenton noted for moving and clean up to my office address. I will provide you with each invoice, so you have an accounting of actual costs.

If I do not receive a check from you in the amount of \$2,000 by Friday, September 20, 2019, we will have to sell the remaining items in the house and then dispose of the items that cannot be sold. Any proceeds from items sold will be deposited into the Clerk's office for distribution after payment of the costs.

As for the items you have tagged and for which you will send the \$2,000 advance by Friday, September 20, 2019 for the movers and clean up, please make the arrangements for a storage unit. This will need to be done by Thursday, September 26, 2019. Send me the name of the storage location and unit number with verification that the amount has been paid in advance so that when the movers arrive there are no snags.

Finally, we did not locate any guns in the house. Please advise where they are located with the contact information or whether you have taken them with you to Michigan. If you have any guns in your possession, please provide an itemized list of all types, manufacturers, and models.

Virginia Lee Story
Attorney at Law

cc: Ms. Fawn Fenton

ARGUMENT: Regarding Ms. Story's 9/16 Letter

675 Ms. Story wrote this letter on September 16th, I received it in the mail on the 19th,
676 the demanded funds were DUE TO HER the very next day, or she threatened to SELL and
677 DISPOSE of ALL MY PERSONAL PROPERTY, which SHE demanded in Court on 8/29
678 that I be forced to LEAVE BEHIND while vacating, as the WCSO escorted me out of my
679 home and off my property, under the false allegations by Ms. Story about me "Dissipating
680 Marital Assets". (Which was literally IMPOSSIBLE according to SECTION-IV of Ms.
681 Fenton's COMPLAINT FOR DIVORCE as previously cited.)

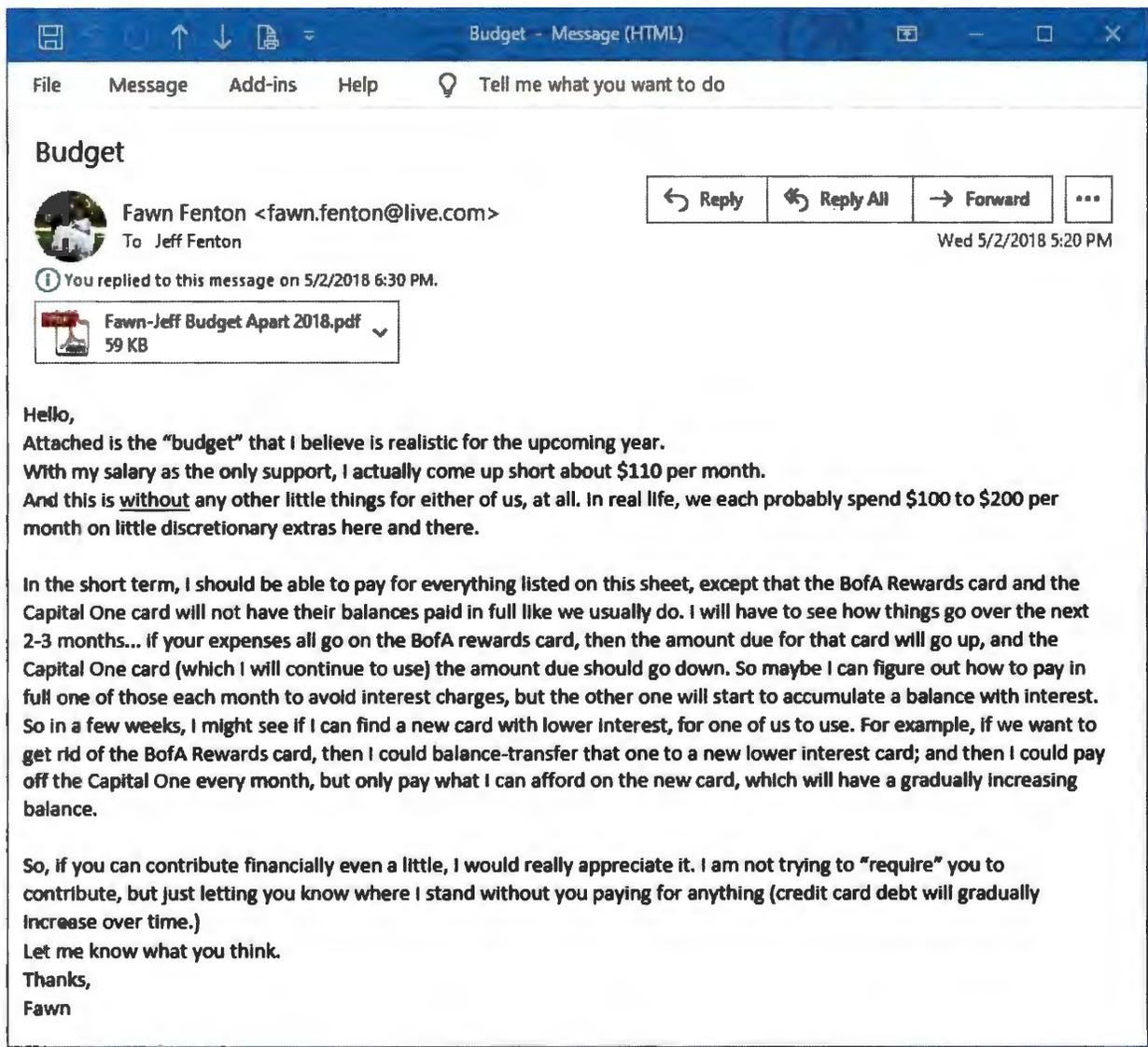
IV.

Plaintiff would show that the parties have no assets other than personal property which has been divided with the exception of a few items. Husband and Wife have lived separately since April 2018.

682 This is CONTRARY to EVERYTHING which Ms. Story swore to in Court on
 683 8/29/2019 before Chancellor Binkley and myself, while I was only given FIVE DAYS
 684 notice to vacate everything in MY LIFE, leaving me homeless and destitute. STILL, I spent
 685 literally DAYS cleaning and preparing our home without sleeping for the FIVE-DAYS
 686 between my hearing on 8/29 and my eviction on 9/3. As such, the home was NOT AT ALL
 687 in the horrid conditions which Ms. Story claimed. The laundry (bed linens and towels)
 688 left around in piles was all CLEAN, I simply ran out of TIME before FOLDING it all and
 689 putting it away!

690 NONE of this would have been left in this condition, had Ms. Story not chosen to
 691 strategically and carelessly terrorize my life with her false, misleading, and I believe
 692 malicious claims and subsequent requests in Court on 8/29/2019. There is NO MEANS
 693 by which I can interpret ANY of this as having been done in GOOD FAITH by Ms. Story,
 694 or having shown me ANY "HONESTY, FAIRNESS, INTEGRITY, and/or CIVILITY" as her
 695 OATH of office requires.

696 Since Ms. Story KNEW that Ms. Fenton had VOLUNTARILY been our family's
 697 ONLY wage earner for the past couple of years, in addition to being our primary
 698 Breadwinner for at least the decade prior. Also knowing that I had been cut off from all
 699 OUR FINANCIAL accounts, both asset and debt accounts, a YEAR PRIOR by Ms. Fenton
 700 without ANY NOTICE, the very same NIGHT as Ms. Fenton ABRUPTLY ABANDONDED
 701 ME on 4/22/2018. Ms. Story was also intimately familiar with how as a result of her
 702 heavy-handed and unfair legal actions against me (as I can only see them), I had been
 703 forcibly rendered homeless, without a PENNY of savings, provision, or support.



704 As such, I can only logically interpret this action by Ms. Story to have been solely
 705 to INJURE me further, while I believe also attempting to EXTORT \$2,000 from MY
 706 MOTHER! (Who is a person of very meager means, having raised FIVE children,
 707 primarily alone, on a Nurse's salary, while working 12-hour shifts!)

708 I was quite convinced that I had been legally harassed and abused by Ms. Story in
 709 Tennessee, as I had cried out to the Court (in my "ONE AND DONE" filed on 8/29/2019,
 710 along with multiple emails to Ms. Beeler and others) for help and protection from Ms.

711 Story as well as Ms. Fenton's FALSE TESTIMONY, upon which some of Ms. Story's most
712 damaging actions were based. I begged the Court to please restrain Ms. Story to operating
713 within the Code of Conduct for Attorneys, as a Member of the Court, that she please be
714 required to adhere to her OATH of office, yet no one even ACKNOWLEDGED my cries
715 for help, while it only seemed to further fuel Ms. Story's rage and wrath toward me. The
716 Court continued to grant Ms. Story's EVERY REQUEST since I had begun representing
717 myself "Pro Se", no longer being able to afford Counsel.

718 As a final note, in this letter Ms. Story stated: *"Finally, we did not locate any guns*
719 *in the house. Please advise where they are located with the contact information"*.

720 **Ms. Story had an Exparte' ORDER OF PROTECTION against me for a**
721 **couple of MONTHS prior! IF I HAD THE GUNS THERE, I WOULD HAVE**
722 **GONE TO JAIL! I see her ONLY interest in MY guns, as with her interest in ALL of MY**
723 **PERSONAL PROPERTY (as shall later be SHOWN), to be purely for the purpose of her**
724 **OBTAINING MY STUFF TO SELL for the benefit of someone OTHER than me! (ELSE**
725 **SOLELY TO FURTHER ABUSE ME, TO DEMONSTRATE HER POWER OVER ME.)**

726 I hope that the Court is beginning to understand WHY I am so UPSET, and grants
727 me some flexibility regarding the harshness of my language, given the obvious damages
728 which I have had wrongly forced upon me, requiring me to CONTINUE fighting to THIS
729 DAY, simply to SURVIVE!

730 As unbelievably unethical and inhumane as I perceived this to be, it is NOTHING
731 compared to what was yet to FOLLOW, from Attorney Virginia Lee Story.

732 I NEVER expected to "WIN" in Court against Attorney Virginia Lee Story, but I
733 DID honestly believe that I would be treated more humanely than by far I experienced!

734 (ORIGINAL EMAILS IN THEIR NATIVE FORMAT, ARE ALL AVIALABLE

735 UPON REQUEST)

736

2019-09-18 Protected Income and Assets for Jeffrey Ryan Fenton #48419B
(Affidavit of Claim Exemptions)

State of Tennessee	Court (Must Be Completed) CHANCERY COURT	County (Must Be Completed) WILLIAMSON COUNTY <small>WILLIAMSON COUNTY CLERK & MASTER</small>
Protected Income and Assets (Affidavit of Claim Exemptions)		File No. <u>48419B</u> <small>(Must Be Completed)</small>
		Division <u>FRANKLIN</u> <small>(Large Counties Only)</small>
Plaintiff/Creditor <u>FAWN [REDACTED] FENTON</u> <small>(Name: First, Middle, Last of person/company that filed lawsuit)</small>		
Defendant/Debtor <u>JEFFREY RYAN FENTON</u> <small>(Name: First, Middle, Last of the other person)</small>		

2019 SEP 20 PM 3:40
FILED FOR ENTRY

This Protected Income and Assets form is: New/First time filed Changed/Modified

You may use this form to tell the court about any income, property, or benefits that are protected from sale or seizure (garnishment) under state or federal law. You should file this form for each judgment you have against you.

You may have to pay a filing fee. Can't afford the fee? Ask the court clerk for a paper called a Request to Postpone Filing Fees and Order (Uniform Civil Affidavit of Indigency). Or go on the internet to www.tncourts.gov or www.justiceforalltn.com to get the form.

Fill out the form. Make a copy for each judgment against you before you write in the file number and before signing the form. Sign each copy. You can update this form if you need to protect new property. You must file an update for all unpaid judgments against you.

IMPORTANT! You can protect up to \$10,000.00 worth of personal property (lines 1-6), and only up to \$1,900 for line 7.

Some things are automatically protected. You do not have to list them below, such as: your family's clothing and suitcases or trunks where the clothing is stored, family portraits and photographs, the family bible and schoolbooks.

① I am the Defendant/Debtor in the court case listed above. I live in Tennessee and I claim that the following items are protected from garnishment. (TCA §§ 26-2-103 and 26-2-114). This personal property exemption right is in addition to certain items that are automatically exempt by law and do not need to be included in my \$10,000 total, including funds on deposit in checking and/or savings accounts at:

USAA FEDERAL SAVINGS BANK
Name of Bank

consisting solely of Social Security, SSI, Unemployment, Workers Comp, AFDC/Families First, Veteran's benefits, alimony or child support, and/or state, federal or city pension.

Item	Describe	Value: \$1,850
1. Car, truck, or other vehicle	2003 BUICK LESABRE (WHITE) 4D VIN: 1G4HR54K43U236502	\$ 1,800

March 2013 Protected Income and Assets Page 1 of 5
Approved by the Tennessee Supreme Court

CAR COVER	TAN COVER MADE FOR LESABRE	\$ 50.00
2. Furniture/Electronics		\$ 3,535
QUEEN BED & FRAME	LYLA FOAM MATTRESS WITH DARK WOOD FRAME	\$ 300
SCREEN ROOM DIVIDE	BROWN WOOD 4-PANEL	\$ 100
MASTER CHAIR	BLUE/GRAY PLUS MICROFIBER	\$ 50
LINEN HAMPERS	BROWN WICKER (2)	\$ 40
FLOOR LAMP	BRASS (BEDROOM)	\$ 25
OFFICE DESK SET	2 L-SHAPED GLASS TOP DESKS	\$ 200
OFFICE DESK CHAIRS	CLOTH & VINYL SWIVEL CHAIRS	\$ 50
FLOOR LAMPS	(2) SATIN NICKEL (OFFICE)	\$ 30
GRAY FILING CABINET	SHORT-MATCHES DESK (OFFICE)	\$ 30
FILING CABINETS	(2) HON BLACK METAL FULL-SIZE	\$ 40
RED SECTIONAL	3-PIECE WITH 3-MATC PILLOWS	\$ 350
LARGE RUN & PADDING	BENEATH SECTIONAL IN FAM/RM	\$ 100
ENTERTAINMT CENTER	ESPRESSO WOOD	\$ 300
END TABLE	ESPRESSO WOOD w/ DRAWERS	\$ 100
COFFEE TABLE	ESPRESSO TRIANGULAR GLASS	\$ 100
FLOOR LAMP	SATIN NICKEL (FR)	\$ 30
LR COUCH & CHAIR	TAN PLUSH w/ TILE END TABLE & 2-TABLE TOP LAMPS	\$ 200
LAMP STAND	IVORY BROKEN-SLAB	\$ 50
BOOKSHELVES	BLACK COMPOSITE	\$ 25
TV-TRAY SET	(4) NATURAL WOOD COLOR	\$ 25
DINING ROOM SET	WOOD TABLE & 6-CHAIRS	\$ 200
FRAMED ARTWORK	SOAR LIKE EAGLES	\$ 50
FRAMED ARTWORK	BOBCAT & BIRD UP TREE (DAD)	\$ 25
SAMSUNG 40" TV	ON ENTERTAINMENT CENTER	\$ 150
MISC INPUT DEVICES	REMOTES, KEYBOARDS, MICE...	\$ 65
CANON CAMERA	80D, 2 LENSES, CASE, ACCESS	\$ 400
MANFROTO TRIPOD	055 XPROB TRIPOD w/ 229 HEAD	\$ 150
MANFROTO TRIPOD	FREE FLOATING FOR VIDEO	\$ 100
MOULTRIE 180I	GAME CAMERA w/ EXT BATTERY	\$ 100
CYBERPOWER UPS(S)	MISC UNINTERRUPTIBLE POWER SUPPLIES & SURGE PROTECTORS	\$ 150

March 2013

Protected Income and Assets
 Approved by the Tennessee Supreme Court

Page 2 of 5

3. Household goods		\$ 3,320
DISHES, GLASSES, CROK, PANS, UTINCILS, CULTERY, FLATWARE	ASSORTED KITCHEN EQUIP FOR PREPARING, SERVING, STORING, EATING FOOD	\$ 200
MICROWAVE	GE (WHITE)	\$ 25
SERINITY PRAYER	PLAQUE OVER STOVE	\$ 20
SHARK VACCUUM	ROCKET DUO w/ ATTACHMENTS	\$ 75
CLEANING SUPPLIES	MISC BROOMS, MOPS, BUCKETS, SCRUB BRUSHES, SOAPS, DETERGENTS, CHEMICALS	\$ 50
TOILETRIES	PAPERS, PERSONAL HYGIENE	\$ 50
TOILETRIES (SURPLUS)	TOILET PAP, PAP TOWELS, KLEENEX	\$ 75
DEHUMIDIFIER	SANTA FE "MAX DRY" 155	\$ 1,000
LAWN MOWER	HONDA HRX217HYA	\$ 150
GAS TRIMMER	STIHL FS250R	\$ 100
CHAIN SAW	STIHL MS391	\$ 200
DEWALT CHOP SAW	DEWALT DW705	\$ 100
DEWALT 18V KIT	KIT: DW4CPK2 WITH CORDLESS DRILL DW959, RECIP SAW DW938	\$ 100
PROTECTIVE HELMET	STIHL HELMET & FACE SHIELD	\$ 25
ROLLING TOOL CHEST	CRAFTSMAN RED 10-DRAWER	\$ 125
ALL TOTES IN CRAWL SPACE & HOUSE	TOTES BOTH BLACK AND GRAY, WITH CONTENTS AND EMPTY	\$ 300
HAND TOOLS	ASSORTED HAND TOOLS OF ALL KINDS, SOCKETS, WRENCHES, SAWS, SHEETROCK, PAINTING, ELECTRICAL, PLUMBING, HOUSEHOLD MAINT & LT CONST	\$ 350
MISC BLUNT TOOLS	MISC HAMMERS, PRY BARS, SLEDGEHAMMERS, AXES, SHOVELS, RAKES, YARD HAND TOOLS	\$ 125
REGENT WORK LIGHTS	(3) ORANGE WORK LIGHTS	\$ 50
MISC POWER CORDS	EXT CORD REELS - ALL SORTS	\$ 100
MISC HARDWARE & ELECTRICAL SUPPLIES	CAT-5 CABLE, ELECTRICAL WIRE, LOOSE HARDWARE FITTINGS, ETC	\$ 50
RIGID WET/DRY VAC	RIGID 6.25 HP 16-GAL	\$ 30
FURNITURE DOLLYS	2 GROUND LEVEL DOLLYS	\$ 20

March 2013

Protected Income and Assets
Approved by the Tennessee Supreme Court

Page 3 of 5

4. Bank Accounts	Bank Name	Balance
NONE OTHER THAN LISTED ON PAGE-1	N/A	N/A
5. Other		\$ 1,180
SENEGAL PARROT	PET BIRD NAMED "KIWI"	\$ 100
6. Cash		\$ 107
7. Tools of the Trade (Things I need to earn a living)		\$1,900
CABLE MODEM	MOTOROLLA (MODEL MB8600)	\$ 50
ROUTER & ACCESS PT	(2) ASUS (MODEL AC1900)	\$ 100
UNINTERRUPTIBLE POWER SUPPLY	(2) CYBERPOWER (MODEL 1500PFCLCD)	\$ 100
DELL 24" MONITORS	MODELS SP2309W & ST2320L	\$ 100
DELL OPTIPLEX 380	DESKTOP COMPUTER (WIN-7)	\$ 150
DELL OPTIPLEX 755	DESKTOP COMPUTER (WIN-XP)	\$ 100
HP PAVILION HPE-500Y	DESKTOP COMPUTER (WIN-10)	\$ 150
DVI KVMP SWITCH	ATEN CUBIQ (MODEL CS1644)	\$ 50
MULTIMEDIA SPEAKER	HARMAN KARDON SOUNDSTICKS	\$ 50
FUJITSU SCANNER	SCANSNAP IX500 DUPLEX DOC	\$ 150
BROTHER LABEL MKR	P-TOUCH PRO XL	\$ 60
WIRELESS HEADSET	PLANTRONICS (MODEL CS351N)	\$ 30
CORDED HEADSET	PLANTRONICS (MODEL T20RA)	\$ 30
DESKTOP TELEPHONE	PAN 4-LINE (MODEL KX-TG4000B)	\$ 50
NETWORK PRINTER	RICOH AFICIO LASER (SPC410DN)	\$ 350
AUSU NOTEBOOK	ASUS MODEL 305C	\$ 150
SHREDDER & TRASH	PAPER SHREDDER& TRASH CANS	\$ 30
WD PASSPORT & BOOK	USB BACKUP DRIVES	\$ 100
DELL POWER EDGE	SC1420 SERVER (WINDOWS 2003)	\$ 100

March 2013

Protected Income and Assets
Approved by the Tennessee Supreme Court

Page 4 of 5

② **Read below then sign:**

I declare under penalty of perjury under the laws of the State of Tennessee that:

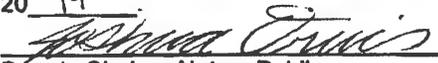
- The information on this form is true to the best of my knowledge.
- The information I provided is a correct and complete list of all of my income and assets to be protected.

Defendant/Debtor

Signs here: 

Date: 9/18/2019

Sworn to and subscribed before me this 18th day of September 20 19


Deputy Clerk or Notary Public

JOSHUA ORVIS
NOTARY PUBLIC, STATE OF MICHIGAN
COUNTY OF GENESEE
MY COMMISSION EXPIRES AUG 24, 2024



Certificate of Service

(How I gave this paper to the Plaintiff/Creditor)

I certify that I (check one box)

hand delivered or

mailed by first-class mail, properly addressed, a true and correct copy of this paper to the person listed below at the address below:

ATTORNEY VIRGINIA LEE STORY

Name of Who You Are Giving This To (The creditor's lawyer or the creditor if no lawyer)

136 FOURTH AVENUE SOUTH, FRANKLIN, TN 37064

Address of the Lawyer or the Creditor (Include City, State and Zip Code)

on 9/19/2019
(Date you mailed/hand-delivered the copy)


Sign Your Name

IMPORTANT!

The court and clerks are not allowed to give you legal advice, even if you don't have a lawyer. This form is a public record. It is not legal advice. The law may change and it is

Bring the original and 2 copies of this form to the Court Clerk to be date stamped.
Give the original to the Court Clerk.
Bring a stamped envelope addressed for each plaintiff to the Court Clerk. Mail one copy to the lawyer or if there is no lawyer, mail it to the plaintiff or company that sued you. Keep one copy for yourself.

**2019-09-23 COERCED Listing Signature Under THREAT of Incarceration
EMERGENCY Email to ALL Parties: NEVER Read Contract – ILLEGAL
AGREEMENT NULL/VOID/CANCELLED! HALT AUCTION!**

Jeff Fenton

From: Jeff Fenton <jeff.fenton@live.com>
Sent: Monday, September 23, 2019 3:11 AM
To: elaine.beeler@tncourts.gov; lisa.marsh@tncourts.gov
Cc: Virginia Story; Heidi Macy; Kathryn Yarbrough
Subject: FW: SUNNYSIDE LISTING AGREEMENT WAS NOT LEGALLY OBTAINED OR BINDING: IT WAS FORCED TO BE SIGNED UNDER EXTREME DURRES, WITHOUT EVEN HAVING EVER READ IT - WHICH IS ILLEGAL IN EVERY COURT OF LAW!!!

Importance: High

Ms. Beeler,

Please forward this email to Chancellor Binkley. If he doesn't have email, then please print this out and deliver it to him. I'm not sure how your communications work at the court house, but I read somewhere in the code about directly communicating with Judges, even in an ex parte capacity when needed. However, since Ms. Story is copied on this email, this should not be considered an ex parte communication.

I'd simply prefer that Chancellor Binkley have an opportunity to read my words as written by me, before Ms. Story has a chance to twist them into an even more horribly offensive lie again.

Thank you very much mam!

Jeff Fenton
 Docket: #48419B

From: Jeff Fenton <jeff.fenton@live.com>
Sent: Saturday, September 21, 2019 3:33 AM
To: Tommy Anderson <tom@tommyanderson.us>; pmarlin@mcarthursanders.com
Cc: lisa.marsh@tncourts.gov; elaine.beeler@tncourts.gov
Subject: SUNNYSIDE LISTING AGREEMENT WAS NOT LEGALLY OBTAINED OR BINDING: IT WAS FORCED TO BE SIGNED UNDER EXTREME DURRES, WITHOUT EVEN HAVING EVER READ IT - WHICH IS ILLEGAL IN EVERY COURT OF LAW!!!
Importance: High

Mr. Anderson and Mr. Marlin,

So what price range do you realistically estimate that our house would sell through at? And what range would that make our net sales price?

I'm sure that Bancorp South is interested in the idea, because they will most likely get wiped-out in a foreclosure, being in second place. BUT my main concern is how much money Fawn and I can expect (if any) to put into OUR pockets, after it is all done and sold?

Fawn and I already defaulted upon MY DUPLEX years ago, to prevent paying Bancorp South a balloon payment of \$30k, on what was then known as their 125% second mortgage HELOC product, which they

discontinued after the housing bubble burst, so that I couldn't refinance or replay the loan, without leveraging our Sunnyside home WITH FAWN'S HELP, which she was ABSOLUTELY NOT willing to do. Even though we had leveraged MY DUPLEX for over \$20k, to put INTO Sunnyside earlier, when we invested \$100k of improvements into Sunnyside within the FIRST YEAR that we owned it.

So I'm pretty familiar with the foreclosure process. [REDACTED]

[REDACTED] Fawn's father has spent his entire life in real estate, he has owned his own brokerage, and also spent decades working the financial end of the business. (While her brother is also an MBA.) [REDACTED]

[REDACTED] (Where she can earn \$100k per year, with a degree from MIT, while only having \$50k in revolving debt, but somehow she CAN'T AFFORD to pay her bills, BUT she can afford a NEVER ENDING attack by the MOST EXPENSIVE ATTORNEY in town! Eventually, that is going to begin garnering attention, no matter how duped people are by Fawn and Ms. Story's LIES, or how compassionately they can FEEL FAWN'S PAIN, without realizing that it is almost ENTIRELY SELF-INFLICTED, trying to get away from absolutely EVERY FINANCIAL OBLIGATION TO ME, while I played a CRUCIAL ROLE IN BUILDING HER ENTIRE CAREER!

So finally MY Duplex was sold at a Foreclosure Auction, for **\$160k!** Then, because of a decade worth of improvements, hard work, and money which I had put into the property, it was sold on the market **THREE MONTHS LATER** for **\$250k!**

We handed some lucky investor a **\$90k dollar profit (in THREE MONTHS)** for buying MY DUPLEX at a foreclosure auction (to save Fawn from another \$30k of debt, in HER NAME, while all of our MONEY and DEBTS were treated JOINTLY, regardless of whose name they were legally in). As some investor spent less than \$5k in improvements, because I had already spent a decade rebuilding the home from the ground up, with quality components you only find in nice custom homes, not in construction grade rentals. While I received absolutely nothing from the foreclosure auction, and the second to BCS was never paid at all.

Meanwhile, BCS never sent me a single statement, they never told me that I still owed them a dime, nor did they report any further active debts on my credit report, for THREE YEARS! After which, as my credit score improved this past year, out of the blue, BCS had their attorney SUE ME for not repaying the second mortgage, and WON a \$34k judgment against me... even though they left \$90k of MY EQUITY on the table, as a result of preferring a foreclosure auction than the risk of buying out the first and selling the property on the market. (That sounds like their POOR business decision, not MINE, so why do I still owe them? And since they had a security interest in MY DUPLEX, but it is GONE now, WHY are they legally able to perform a "swap of collateral" and now have a \$34k LEIN against our current home on SUNNYSIDE? That's messed-up more ways than I can articulate! All while the VP for the Maryland Farms Bancorp South Branch had been to my home, and KNEW that ALL my money and VALUE was IN MY DUPLEX (not in my person), and that I HAD no other assets, until Sunnyside came along.

So yes, I understand how this will benefit BCS, and how it will benefit Fawn by not being sued later by BCS, but no one has yet given me a clue how this auction, rendering me homeless, and throwing away a few HUNDRED GRAND of MY net worth, toward my quality of life now, as well as my retirement, along with nearly a decade of hard work, and my entire ROTH IRA retirement savings accounts, which were liquidated for the down payment on Sunnyside, will in ANY way benefit ME?

I will always love Fawn, despite how she has unilaterally destroyed both of our lives (largely thanks to menopause, and the hatred which her family holds for me). While I still feel her pain, and I have spent more diligence trying to convince Fawn of financial, housing, and tax strategies where SHE can ENJOY the prosperity and rewards of her career, with a much brighter future to look forward to, than she has dogmatically pursued without the slightest regard for the consequences. Which has BY FAR superseded any of my concerns for my own welfare, through this divorce. As Fawn has publicly mocked me, turned our friends and even MY NEIGHBORS against me, judging me harshly without even being able to SEE a single WRONG of her own. The TRUTH is, that no matter how badly I FEEL for Fawn, I have absolutely NO POWER to STOP

her from continuing to HURT US BOTH MORE! (My own attorney felt sorry for Fawn, even though he recognizes her complete SCAM against me. Because he earnestly believes that Fawn is in a NOSE DIVE, initiated by her choosing, regardless of the costs, but which she can no longer control.) That breaks my heart! Yet I can't protect her anymore, since her life's mission has become to destroy me. That was the worst part about the divorce, I had spent the past 15 years, protecting Fawn every way that I possibly could, even publicly inviting the blame for things which were HER fault, simply to protect her emotions (pride), to protect her career, and to protect her person. Then one day she woke-up and started believing that all the lies which we had told the World, about how every failure had been MY FAULT (since it is MUCH LESS IMPORTANT to ME, what other people think about me – as you can clearly SEE here) that somehow that fabricated narrative formed to PROTECT her, was ALL TRUE! That I was some kind of MONSTER and that she was the poor helpless VICTIM. Then her family started reinforcing those insane thoughts, and cheering her on towards dumping her "dead weight" (me)!

Then I was faced with the most heart-breaking reality, that I can't both PROTECT Fawn (as my heart desires, and had been MY MISSION since I met her), while DEFENDING myself against her ruthless unannounced attacks, at the same time. I either chose to die and walk off into the woods with nothing (which I can't bring myself to do), or she continues like the Tasmanian Devil in the cartoons, devaluing and destroying both of our lives, like a whirlwind, while trying to scare me off or snuff me out, without ever picturing a World where we could BOTH live through this, and rebuild our lives, to BOTH thrive again one day. Now, too much has been destroyed for me to ever realistically recover, but there is still the hope that one day she will find her way back home! To where her heart longs to be! Yet I can never play a role, be involved, or even know if she is ever fortunate enough to succeed in that. I truly hope and pray that she does though!

So while she has the six figure income which I helped her to reach and maintain, I've sacrificed my career, with us BOTH KNOWING and AGREEING that hers as a LICENSED ARCHITECT, has WAY MORE earning potential than mine. As a result, we BOTH DECIDED TOGETHER, that Fawn's primary role was to MAKE THE MONEY, while my primary role was to MAKE THE MONEY WORK FOR US! While I also filled EVERY GAP in our lives, supporting her both at home and at work, while entirely managing our household. Revolving my life around hers, and pursuing some small business ventures in my "spare" time. I WORKED CONSTANTLY! Yet now that PRINTING is no longer a significant industry in Nashville (where I once made \$24 per hour, 15 YEARS AGO!), I'd be lucky to earn \$25 - \$30k per year now (with merely a high-school diploma and some self-taught but SLOW skills – due to my handicaps).

Without me having at least some realistic projections (that I believe are plausible), which are somewhat satisfactory to me, at least meeting the bottom-end of my basic needs, I will NEVER sign a sales contract. At the same time, let me NOTIFY you herein, that your LISTING AGREEMENT which I signed in court under extreme duress, was coerced illegally, without me EVER HAVING EVEN READ THE DOCUMENT, STILL TO THIS DAY, nor with the court allowing me the opportunity and time to do so, then and there upon demand. (I NEVER read it, because I NEVER planned to sign it, and I didn't believe that ANYONE had the authority to DEMAND that I SIGN MY NAME to something which I DO NOT AGREE WITH or CONSENT TO! Which is the entire purpose behind SIGNING any DOCUMENT!) IF the court has the authority and the desire to FORCE the sale of MY HOME, regardless of my wishes, then let the JUDGE sign the Listing Agreement HIMSELF, or to order that MY HOME be sold without my signature, leaving me out of the transaction all together! No disrespect intended to the court or the Judge, but I never expected for a Judge to coerce and yell at me to commit an illegal act, in a court room, under the threat of incarceration, ENTIRELY based upon the OUTRAGEOUS LIES of Ms. Story, which for some reason Chancellor Binkley chose to believe without question. Ms. Story could have just as well been sitting at the bench, while cracking a whip at me!

Consequentially, your LISTING AGREEMENT with my coerced signature under extreme duress, without even having been allowed time to read your document, you are HEREIN NOTIFIED is now and forever declared NULL/VOID/CANCELLED and NEVER legally existed in the FIRST PLACE! Should you choose to move forward with this listing and auction anyways without my express permission AFTER the date of this email, coming directly from me, (by NEGOTIATION NOT FORCE), then I will be forced to pursue every legal remedy available to me, against your company, both collectively and individually, including complaints to the Real

Estate Commission, and other agencies focused on professional accountability and consumer protections, along with the traditional court systems.

I honestly don't know either of you, nor do I wish either of you any harm. You have simply been solicited by Ms. Story, into a huge war zone, where her and Ms. Fenton are in the process of committing a FRAUD which has been so skillfully and ruthlessly planned and executed, that it is not even noticeable to the unsuspecting eye, where a great deal of education and argument is required simply to begin to SEE the SCAM which they have collectively waged against me here.

While most people are too afraid of Ms. Story to confront her as I am (which shall only escalate, drawing in larger and larger audiences, until FAIRNESS is found), the consequence of taking EVERYTHING which someone has, and leaving them homeless, broke, and abused, is that person can confront ANYONE in a LEGAL manner (civil suits are irrelevant, since I am "uncollectable"), unless I commit a criminal act and am incarcerated (while Ms. Story has committed at least TEN criminal acts, maybe even a HUNDRED, to each ONE of mine) than there is HONESTLY NOTHING WHICH SHE CAN DO TO HURT ME MORE, THAN SHE IS, HAS, AND OTHERWISE WOULD REGARDLESS! That is the price of GREED! To take SO MUCH from someone, that there is LITERALLY NOTHING LEFT TO THREATEN TO TAKE FROM THEM!

Anyhow, I expressly REVOKE my signature on that listing agreement, and declare it cancelled, never legally executed, null and void, as I am now clearly notifying you.

While despite what lies which Ms. Story will probably tell you, the court order DOES NOT give Fawn the AUTHORITY to sign the LISTING AGREEMENT for me (hence the Judge yelling at me and threatening me to sign it). The court ONLY gave Fawn permission to sign any subsequent documents for closing, without me. (Because "logistically it could be difficult with me in Michigan" she declared in court, while that is done in title companies EVERY DAY, across the Country! (She just wanted CONTROL over the process after I signed the listing agreement, not expecting for me to stand-up for my rights, and challenge both HER and the Judge's actions during that portion of our hearing.)

I'm not completely opposed to selling our home anymore, after being allowed to peacefully pack and MOVE all of MY PERSONAL PROPERTY to MICHIGAN, nor am I afraid in the slightest bit about our home foreclosing (like Fawn let MY HOME), because without some sort of executed settlement-agreement or MDA BEFORE the sale, I will receive EXACTLY the same amount either way. Which is NOTHING! So NOW is the time for them to cut a deal and be a TINY bit fair to me, if ever they want me to VOLUNTARILY SACRIFICE EVERYTING which I have worked for MY ENTIRE LIFE!

Doesn't that sound reasonable and FAIR?

So please tell me, with a range of firmer numbers, HOW MUCH can I realistically EXPECT to walk with, if I ever allow you to AUCTION MY HOME?

While asking you now for the third time, you don't seem to want to offer me any projections, instead of an apology afterwards.

Hence as explained, my signature was coerced illegally (EVEN IF BY A TRIAL COURT JUDGE), and will NOT stand-up to both documented and recorded scrutiny, in the eyes of the Tennessee Real Estate Commission, nor in the eyes of any Appellate Court, whether on a State or Federal level, which is where this is going next, should it be sold despite my expressed demands that it NOT BE!

I HOPE that you will value the future of your professions and your business, more than this opportunity to make a quick buck. I'm sorry that you've been "strung-along" by Ms. Story, but believe me, I played absolutely NO ROLE in that.

I wish you both the BEST in your professional futures!

Sincerely,

Jeff Fenton
1986 Sunnyside Drive
Brentwood, TN 37027

2019-09-25 Ms. Story's Secret Weapon to Supersede Tennessee State Laws with Federal, to SELL and DISCARD MY "PROTECTED INCOME & ASSETS"

THIS IS PROOF OF STRATEGICALLY MANIPULATING MS. FENTON'S BANKRUPTCY SPECIFICALLY TO HARM ME MORE – SERIOUS FEDERAL CRIMES VIA ADA, FED & BK LAWS


Charles M. Walker
U.S. Bankruptcy Judge
Dated: 9/27/2019



IN THE UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:)		
)		
FAWN ██████████ FENTON	)	CHAPTER	13
102 ██████████ ██████████	)	CASE NO:	19-02693
BRENTWOOD, TN 37027	)	JUDGE	WALKER
SSN: XXX-XX-2065)		
)		
DEBTOR)		

ORDER GRANTING EXPEDITED MOTION TO SELL REAL ESTATE AND PERSONAL PROPERTY

This matter came before the Court on September 25, 2019 upon the Debtor's Expedited Motion to Sell Real Estate and Personal Property with notice given to all parties pursuant to Local Rule 9075-1. There being no objections raised at the call of the docket, the Motion is found to be well taken and it is therefore ORDERED as follows:

Debtor shall be allowed to sell real property located at 1986 Sunnyside Drive, Brentwood, Tennessee and items of personal property remaining in the house at auction pursuant to an Order Granting Motion to Sell Marital Residence by Auction entered in the Chancery Court for Williamson County, Tennessee on August 6, 2019 . The Debtor will sell the real estate under Section 363(f)(3) subject to the liens of Bank of America, N.A. and Bancorp South. This transaction shall be conditioned on the Debtor providing the auction report to the Trustee once the sale has taken place. All net proceeds from the sale of the property shall be deposited into the Chancery Court Clerk's Office and placed in an interest bearing account on behalf of the parties pending further orders of the Chancery Court for Williamson County, Tennessee.

IT IS SO ORDERED.

THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY AS INDICATED AT THE TOP OF THE FIRST PAGE.

Case 3:19-bk-02693 Doc 66 Filed 09/27/19 Entered 09/27/19 11:34:45 Desc Main Document Page 1 of 2

APPROVED FOR ENTRY:

/s/ Alex Koval

Alex Koval
ROTHSCHILD & AUSBROOKS, PLLC
Attorney for Debtor(s)
1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
notice@rothschildbkllaw.com

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

Case 3:19-bk-02693 Doc 66 Filed 09/27/19 Entered 09/27/19 11:34:45 Desc Main Document Page 2 of 2

737 ROTHSCHILD & AUSBROOKS IS ALSO LIABLE FOR INTENTIONALLY
738 MANIPULATING THE BANKRUPTCY (BK & ADA CRIME) FAILING TO DISCLOSE MY

739 INVESTMENT IN HOME, DENYING ME NOTICE, HIDING FINANCIAL SUPPORT
740 WHICH I CONTINUED TO RECEIVE FROM MS. FENTON AFTER BK FILE DATE.

741

742

2019-09-26 Letter from Virginia Lee Story Valuing MY Personal Property at \$3,000 Claiming that it is not “Financially Responsible” to Keep & Move
WARNING ABOUT MOTION SHE IS FILING TO SELL & GET RID OF ALL MY PERSONAL PROPERTY REMAINING IN MY HOME – WHICH SHE FORCED ME TO VACATE WITHOUT UNLESS I PAY HER FOR PACKING, STORAGE, AND MOVING (AGAIN: THE POLAR OPPOSITE WHAT SHE PROMISED IN COURT)



Virginia Lee Story
virginia@mlaw.org

Joanie L. Abernathy
joanie@mlaw.org

Neil Campbell
neil@mlaw.org

Kathryn L. Yarbrough
kyarbrough@mlaw.org

Of Counsel:
James E. Story,
Attorney at Law

Marissa L. Walters
marissa@mlaw.org

HISTORIC DOWNTOWN
FRANKLIN, TENNESSEE
136 Fourth Avenue South
Franklin, TN 37064

OFFICE (615) 790-1778
FAX (615) 790-7468

Law Firm in Kentucky

September 26, 2019

Via First Class Mail and E-Mail

Mr. Jeffrey Fenton
17195 Silver Parkway, #150
Fenton, MI 48430
Jeff@meticulous.tech

Re: **Fawn Tiffany Fenton vs. Jeffrey Ryan Fenton**
Williamson County Chancery Court No. 48419B

Dear Mr. Fenton:

To follow up on correspondence sent to you on September 16, 2019, we never received any information on a storage unit you would like to use to store the extensive list of items you wish to retain from the Sunnyside residence. Therefore, Ms. Fenton took it upon herself to obtain a quote from Fox Moving and Storing to have these items packed, moved and stored. **The quote is attached hereto.** As you can see, the cost for packing only your personal items (i.e. remaining clothing, photos, etc.) is \$639.00. The cost for moving the larger items and your personal items is \$2,895.00. This would include moving the items to Fox’s storage facility in Nashville. The cost to store these items in their storage facility would be approximately \$495.00 per month. Finally, to have all of these items packed and moved to Michigan, the cost would be over \$6,000.00.

At this point, it is our position that moving the items to Michigan is not financially responsible but that is up to you if you want to use any proceeds you received to have your items shipped. It is our position and that of Mr. Anderson’s that the entire value of the remaining contents of the home is only approximately \$3,000.00, therefore the cost to move and store these items far outweighs their worth. However, if you would like for the items to be packed and stored in the Fox storage facility in Nashville then you will need to send a check to my office in the amount of \$3,534.00 no later than next Wednesday, October 2, 2019, made payable to Fawn Fenton and she will schedule the movers and the storage facility for one month until you decide if you want to have the items moved to Michigan. The only other option is to have the remaining property sold and any proceeds will be placed in the Clerk & Masters office for distribution at a later date. We will go ahead and file a Motion with the Court to sell or otherwise get rid of all remaining items in the home in the event that you do not agree to pay the cost for packing, moving and storing the items that you wish to retain.

williamsoncountyattorneys.com

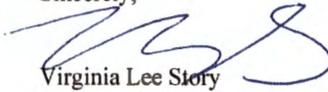
Role: Fawn's Law Mediator

Jeffrey Fenton
September 26, 2019
Page 2

Finally, you still have not disclosed where all of your guns are located. Please advise where they are located with the contact information or whether you have taken them with you to Michigan. If you have any guns in your possession, please provide an itemized list of all guns that you removed, manufacturers, and models.

I thank you in advance for your prompt response to these time sensitive matters.

Sincerely,



Virginia Lee Story
Attorney at Law

Enclosure
cc: Ms. Fawn Fenton

From: Amanda Smith <info@foxmoving.com>
Sent: Monday, September 23, 2019 5:56 PM
To: [REDACTED]
Subject: Your Moving Estimate!

Fox Moving and Storage
5030 Harding Place
Nashville, TN 37211
DOT: 1670280, MC: 613943
www.foxmoving.net
Ph: 615-770-3000
Fax: 615-835-3865
Amanda Smith
9/23/2019
Reference #: 1475587

Fox Moving and Storage - Your Moving Estimate!

Dear Fawn Fenton:

My name is **Amanda Smith** and I have been assigned as your Certified Moving Consultant.
My email is amanda@foxmoving.com and my phone number is **615-770-3000**.

Please see below for your moving estimate:

Quote

Based on the information you provided, cost is as follows:

Custom Charges:

- * 1/2 Roll of Shrink 1 x \$60.00 ea = \$60.00
- * Small box / Packed 3 x \$10.00 ea = \$30.00
- * Medium box / Packed 25 x \$11.00 ea = \$275.00
- * Large box / Packed 1 x \$12.00 ea = \$12.00
- * Dishpack / Packed 2 x \$24.00 ea = \$48.00
- * Large Picture / Packed 5 x \$30.00 ea = \$150.00
- * LG Flat screen 1 x \$40.00 ea = \$40.00
- * Wardrobe / Packed 1 x \$24.00 ea = \$24.00

Miscellaneous Items:

- * Relocation service 1 truck 3 men to Fox Storage = \$2,256.00
- * Optional full value protection \$1074 (not included in price) =

Total Price: \$2,895.00

TOTAL ESTIMATE: \$2,895.00

Origin	<u>1986 Sunnyside Drive, Brentwood, TENNESSEE 37027</u> 1255.94Cf - 8797Lbs
Destination	<u>5030 Harding Place, Nashville, TENNESSEE 37211</u>

Reference #	Customer:	Move Date:
1475587	<u>Fawn Fenton, 615-333-7377</u>	9/26/2019

Garage			
Totes	Qty: 11	66 Cuft	462 Lbs
PBO, Box	Qty: 11	47.19 Cuft	330 Lbs
Box, Medium	Qty: 7	21 Cuft	147 Lbs
Metal Shelves	Qty: 5	25 Cuft	175 Lbs
Trash Can	Qty: 1	7 Cuft	49 Lbs
Misc	Qty: 1	10 Cuft	70 Lbs
Kitchen			
Microwave	Qty: 1	4 Cuft	28 Lbs
Box, Medium	Qty: 3	9 Cuft	63 Lbs
Box, Dish-Pack	Qty: 1	6 Cuft	42 Lbs
Living Room			
Glass top table	Qty: 1	5 Cuft	35 Lbs
Picture	Qty: 1	0.71 Cuft	5 Lbs
Cabinet	Qty: 1	20 Cuft	140 Lbs
Tv	Qty: 1	20 Cuft	140 Lbs
Box, Dish-Pack	Qty: 1	6 Cuft	42 Lbs
Table, end	Qty: 1	5 Cuft	35 Lbs
Sofa	Qty: 2	80 Cuft	560 Lbs
Sofa Section	Qty: 1	20 Cuft	140 Lbs
Rug or Pad, Large	Qty: 1	10 Cuft	70 Lbs
Misc	Qty: 1	10 Cuft	70 Lbs
Box, medium	Qty: 1	3 Cuft	21 Lbs
Dining Room			
Picture	Qty: 1	0.71 Cuft	5 Lbs
Dining Chair	Qty: 6	30 Cuft	210 Lbs
Dining table	Qty: 1	30 Cuft	210 Lbs
Pedestal	Qty: 1	10 Cuft	70 Lbs
Bedroom			
Box, Medium	Qty: 1	3 Cuft	21 Lbs
Desk Chair	Qty: 1	5 Cuft	35 Lbs
Ottoman	Qty: 1	5 Cuft	35 Lbs
Office			
Desk, Computer	Qty: 4	88 Cuft	616 Lbs
Picture	Qty: 4	2.84 Cuft	20 Lbs
Desk Chair	Qty: 1	5 Cuft	35 Lbs
Lamp, Floor	Qty: 1	3 Cuft	21 Lbs
Box, medium	Qty: 5	15 Cuft	105 Lbs
Bookshelf	Qty: 1	5 Cuft	35 Lbs

Printer	Qty: 1	4 Cuft	28 Lbs
Printer	Qty: 1	6 Cuft	60 Lbs
Lateral File	Qty: 1	20 Cuft	140 Lbs
Bedroom #2			
Bed, Queen	Qty: 1	65 Cuft	455 Lbs
Box, large	Qty: 1	5 Cuft	35 Lbs
Vacuum Cleaner	Qty: 1	5 Cuft	35 Lbs
Box, Medium	Qty: 1	3 Cuft	21 Lbs
Bathroom			
Box, Medium	Qty: 2	6 Cuft	42 Lbs
Bookshelf	Qty: 1	5 Cuft	35 Lbs
Master Bedroom			
Box, Wardrobe Lrg	Qty: 1	15 Cuft	105 Lbs
Box, Medium	Qty: 4	12 Cuft	84 Lbs
Chair, Occasional	Qty: 1	15 Cuft	105 Lbs
Bed, Queen	Qty: 1	65 Cuft	455 Lbs
Lamp, Floor	Qty: 1	3 Cuft	21 Lbs
Totes	Qty: 2	12 Cuft	84 Lbs
Clothes Hamper	Qty: 1	5 Cuft	35 Lbs
Family Room			
Bookcase	Qty: 1	20 Cuft	140 Lbs
Totes	Qty: 11	66 Cuft	462 Lbs
Table, small	Qty: 1	2 Cuft	14 Lbs
File Cabinet 4-5 Dr	Qty: 2	40 Cuft	280 Lbs
Box, medium	Qty: 1	3 Cuft	21 Lbs
Box, small	Qty: 3	6 Cuft	

Tommy Anderson, Broker/Realtor/Auctioneer
HND Realty
www.HNDREALTY.COM
(615) 969-5819

2019-09-26 MOTION TO SELL REMAINING CONTENTS OF MARITAL RESIDENCE Filed by Attorney Virginia Lee Story

COPY

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

2019 SEP 26 PM 12:37

FAWN ██████████ FENTON,)
Plaintiff/Wife,)

FILED FOR ENTRY _____

v.)

No. 48419B

JEFFREY RYAN FENTON,)
Defendant/Husband.)

MOTION TO SELL REMAINING CONTENTS OF MARITAL RESIDENCE

COMES NOW the Plaintiff/Wife, Fawn ██████████ Fenton (hereinafter "Wife"), by and through her attorney of record, Virginia Lee Story, and files this Motion to Sell the Contents of Marital Residence and in support of her Motion, would state as follows:

1. This Court entered an Order on August 29, 2019, in which Husband was ordered to vacate the marital residence on or before September 3, 2019 at noon in order for the house to be prepared for auction. The Court entered an Order on August 6, 2019 to auction the property however Husband was dragging his feet in getting packed although he had over thirty (30) days and is not employed outside the home to move and pack his items.
2. As stated above, Husband had the between August 1-29 to pack and move all of the items that he wished to retain from the marital residence. However, because Husband continued to delay the process, this Court entered the August 29, 2019 Order setting Husband's move out date to September 3, 2019 and restricted what items he was able to remove from the home. Pursuant to that Order, Husband was to remove only his personal items (i.e. clothing, toiletries, jewelry and medication) and was to tag any remaining items that he wished to be awarded at the Final Hearing. However, instead of complying with the Court Order he again delayed and continued to write lengthy

emails about why he could not pack his items and addressing wild animals on the property and conditions of the home that were irrelevant to the process of his packing and vacating.

3. Despite having five (5) days following the August 29, 2019 hearing to get his personal items packed and tag any other items he wished to retain, Husband left the home in a state of disarray after having to be forcibly removed by the Sheriff's Department on September 3, 2019. Husband continued to send lengthy emails without addressing what was to be done with all the furnishings that he said that he wanted but did not tag as requested. Wife has had to work tirelessly at the property to get it in condition for the auction on September 28, 2019.
4. Thereafter, Husband sent numerous e-mails to counsel for Wife with extensive lists of items that he wished to retain from the marital residence that he did not tag as he was ordered to do per the August 29, 2019 Order. Furthermore, Husband had not paid the utilities at the home as he stated from the rent money he was receiving and on September 2, 2019, he notified Wife through counsel that he was in arrears utilities and that he had received a cut off notice. Wife later learned that Husband had called all three (3) utility companies (NES Electric, Piedmont Natural Gas and HVUD water) on or before September 22, 2019 and requested that each utility in his name be shut off. Husband did not make Wife's counsel aware that he had had these utilities shut off. In order to have the utilities turned back on, so that the house could be ready for auction, Wife had to set up new accounts in her own name. To date, Wife has paid \$293.47 to NES to prevent the electric from being disconnected pending the closing on the home.
5. Counsel for Wife sent a letter to Husband on September 16, 2019 requesting funds to

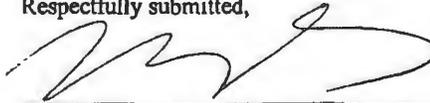
help pack and move the property he tagged. Counsel requested that a storage facility be secured if Husband wanted his items stored. At this point, Wife has no choice but to move the items to the basement that Husband has tagged so that the house is presentable for auction. However, after the auction on September 28, 2019, Husband needs to either send funds for the movers to move his items to storage and pay the storage facility fee or the items need to be sold or discarded. In correspondence to Husband dated September 26, 2019, counsel for Wife provided a firm date of October 2, 2019 for Husband to produce the funds to pay for the packing, moving and storage of the items he wishes to retain. It is anticipated that Husband will have funds from the closing to pay for his items to be shipped to Michigan if he so chooses, but he needs to decide if he wants everything shipped or a portion thereof as soon as possible. In the interim, Wife has lost her job and she has no funds to advance to pay the movers and does not have the funds to secure a storage unit for Husband nor would she feel comfortable signing a rental agreement for a storage facility for Husband. Wife is amenable to managing the removal of the remaining items either by selling, donating, giving away or discarding anything remaining in the home. Wife would keep an inventory of any items sold and deposit any funds received into the Clerk's office if the Court directs her to do so.

6. Husband's actions have left Wife in a position to have to deal with packing, moving and storing items remaining in the marital residence so that it will show well at auction and bring in an optimal sales price. Husband should be required to pay all of Wife's attorney's fees for having to file this Motion and deal with the aftermath of his failing to follow the Court Order.

7. Wife obtained a quote from Fox Moving and Storage of Nashville (attached hereto as Exhibit 1) for packing, storing and moving all of the items that Husband wishes to retain. The cost of moving these items to Michigan, where Husband is currently residing, would be in excess of \$6,000.00 which is not financially feasible for the parties at this time. Further, the cost to pack, move and store the items in a storage facility in Nashville would be over \$3,000.00, with a monthly storage fee of \$495.00. The entire remaining contents of the home are not even valued at more than \$3,000.00.
8. Wife requests that she be allowed to sell, donate, give away or discard any remaining items not tagged in the marital residence. Any proceeds from the sale of said items will be placed in escrow with the Clerk & Masters Office for distribution at the Final Hearing of this matter which is currently scheduled for October 21, 2019.

WHEREFORE, premises considered, Wife respectfully requests that this Court grant her Motion and that she be awarded her attorney fees for having to bring this Motion.

Respectfully submitted,



VIRGINIA LEE STORY; BPR #11700
Attorney for Plaintiff/Wife
136 Fourth Avenue, South
Franklin, Tennessee 37064
(615) 790-1778
virginia@tnlaw.org

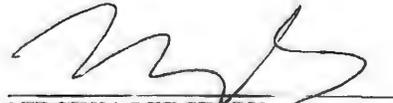
**THIS MOTION IS SET TO BE HEARD ON OCTOBER 10, 2019 AT 9:00 A.M. ON THE CHANCERY COURT MOTION DOCKET HEARD AT THE WILLIAMSON COUNTY COURTHOUSE. IF NO WRITTEN RESPONSE TO THIS MOTION IS FILED AND SERVED IN THE TIME SET BY THE LOCAL RULES OF PRACTICE, THE MOTION MAY BE GRANTED WITHOUT A HEARING.
TESTIMONY EXPECTED**

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing was forwarded via first-class mail and email to:

Mr. Jeffrey Fenton
17195 Silver Parkway, #150
Fenton, MI 48430
Jeff@meticulous.tech

on this the 26th day of September 2019.


VIRGINIA LEE STORY

From: Amanda Smith <info@foxmoving.com>
Sent: Monday, September 23, 2019 5:56 PM
To: [REDACTED]
Subject: Your Moving Estimate!

Fox Moving and Storage
5030 Harding Place
Nashville, TN 37211
DOT: 1670280, MC: 613943
www.foxmoving.net
Ph: 615-770-3000
Fax: 615-835-3865
Amanda Smith
9/23/2019
Reference #: 1475587

Fox Moving and Storage - Your Moving Estimate!

Dear Fawn Fenton:

My name is **Amanda Smith** and I have been assigned as your Certified Moving Consultant. My email is amanda@foxmoving.com and my phone number is **615-770-3000**.

Please see below for your moving estimate:

Quote

Based on the information you provided, cost is as follows:

Custom Charges:

- * 1/2 Roll of Shrink 1 x \$60.00 ea = \$60.00
- * Small box / Packed 3 x \$10.00 ea = \$30.00
- * Medium box / Packed 25 x \$11.00 ea = \$275.00
- * Large box / Packed 1 x \$12.00 ea = \$12.00
- * Dishpack / Packed 2 x \$24.00 ea = \$48.00
- * Large Picture / Packed 5 x \$30.00 ea = \$150.00
- * LG Flat screen 1 x \$40.00 ea = \$40.00
- * Wardrobe / Packed 1 x \$24.00 ea = \$24.00

Miscellaneous Items:

- * Relocation service 1 truck 3 men to Fox Storage = \$2,256.00
- * Optional full value protection \$1074 (not included in price) =

Total Price: \$2,895.00

TOTAL ESTIMATE: \$2,895.00



Origin	1986 Sunnyside Drive, Brentwood, TENNESSEE 37027 1255.94Cf - 8797Lbs
Destination	5030 Harding Place, Nashville, TENNESSEE 37211

Reference #	Customer:	Move Date:
1475587	Fawn Fenton, 615-333-7377	9/26/2019

Garage			
Totes	Qty: 11	66 Cuft	462 Lbs
PBO, Box	Qty: 11	47.19 Cuft	330 Lbs
Box, Medium	Qty: 7	21 Cuft	147 Lbs
Metal Shelves	Qty: 5	25 Cuft	175 Lbs
Trash Can	Qty: 1	7 Cuft	49 Lbs
Misc	Qty: 1	10 Cuft	70 Lbs
Kitchen			
Microwave	Qty: 1	4 Cuft	28 Lbs
Box, Medium	Qty: 3	9 Cuft	63 Lbs
Box, Dish-Pack	Qty: 1	6 Cuft	42 Lbs
Living Room			
Glass top table	Qty: 1	5 Cuft	35 Lbs
Picture	Qty: 1	0.71 Cuft	5 Lbs
Cabinet	Qty: 1	20 Cuft	140 Lbs
Tv	Qty: 1	20 Cuft	140 Lbs
Box, Dish-Pack	Qty: 1	6 Cuft	42 Lbs
Table, end	Qty: 1	5 Cuft	35 Lbs
Sofa	Qty: 2	80 Cuft	560 Lbs
Sofa Section	Qty: 1	20 Cuft	140 Lbs
Rug or Pad, Large	Qty: 1	10 Cuft	70 Lbs
Misc	Qty: 1	10 Cuft	70 Lbs
Box, medium	Qty: 1	3 Cuft	21 Lbs
Dining Room			
Picture	Qty: 1	0.71 Cuft	5 Lbs
Dining Chair	Qty: 6	30 Cuft	210 Lbs
Dining Table	Qty: 1	30 Cuft	210 Lbs
Pedestal	Qty: 1	10 Cuft	70 Lbs
Bedroom			
Box, Medium	Qty: 1	3 Cuft	21 Lbs
Desk Chair	Qty: 1	5 Cuft	35 Lbs
Ottoman	Qty: 1	5 Cuft	35 Lbs
Office			
Desk, Computer	Qty: 4	88 Cuft	616 Lbs
Picture	Qty: 4	2.84 Cuft	20 Lbs
Desk Chair	Qty: 1	5 Cuft	35 Lbs
Lamp, Floor	Qty: 1	3 Cuft	21 Lbs
Box, medium	Qty: 5	15 Cuft	105 Lbs
Bookshelf	Qty: 1	5 Cuft	35 Lbs

Printer	Qty: 1	4 Cuft	28 Lbs
Printer	Qty: 1	6 Cuft	60 Lbs
Lateral File	Qty: 1	20 Cuft	140 Lbs
Bedroom #2			
Bed, Queen	Qty: 1	65 Cuft	455 Lbs
Box, large	Qty: 1	5 Cuft	35 Lbs
Vacuum Cleaner	Qty: 1	5 Cuft	35 Lbs
Box, Medium	Qty: 1	3 Cuft	21 Lbs
Bathroom			
Box, Medium	Qty: 2	6 Cuft	42 Lbs
Bookshelf	Qty: 1	5 Cuft	35 Lbs
Master Bedroom			
Box, Wardrobe Lrg	Qty: 1	15 Cuft	105 Lbs
Box, Medium	Qty: 4	12 Cuft	84 Lbs
Chair, Occasional	Qty: 1	15 Cuft	105 Lbs
Bed, Queen	Qty: 1	65 Cuft	455 Lbs
Lamp, Floor	Qty: 1	3 Cuft	21 Lbs
Totes	Qty: 2	12 Cuft	84 Lbs
Clothes Hamper	Qty: 1	5 Cuft	35 Lbs
Family Room			
Bookcase	Qty: 1	20 Cuft	140 Lbs
Totes	Qty: 11	66 Cuft	462 Lbs
Table, small	Qty: 1	2 Cuft	14 Lbs
File Cabinet 4-5 Dr	Qty: 2	40 Cuft	280 Lbs
Box, medium	Qty: 1	3 Cuft	21 Lbs
Box, small	Qty: 3	6 Cuft	

Tommy Anderson, Broker/Realtor/Auctioneer
HND Realty
WWW.HNDREALTY.COM
(615) 969-5819

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

FAWN TIFFANY FENTON,)
Plaintiff/Wife,)
)
v.) No. 48419B
)
JEFFREY RYAN FENTON,)
Defendant/Husband.)

NOTICE OF ELECTRONICALLY TRANSMITTED DOCUMENT
PURSUANT TO T.R.C.P RULE 5.02

Pursuant to Rule 5.02(2)(a) of the Tennessee Rules of Civil Procedure, Plaintiff, Fawn [REDACTED] Fenton, by and through her attorney of record, Virginia Lee Story, hereby serves this Notice of Electronically Transmitted Documents upon Defendant, Jeffrey Ryan Fenton as follows:

Document(s) Transmitted: MOTION TO SELL REMAINING
CONTENTS OF MARITAL
RESIDENCE

Number of pages: 8

**Sender's Name and
Email Address:** Kathryn L. Yarbrough
kyarbrough@tnlaw.org
on behalf of Virginia Lee Story

**Name/ E-mail Address
of Recipient(s):** Jeffrey Ryan Fenton
Jeff@meticulous.tech

If you did not receive the above listed document(s), please notify the sender immediately to receive an electronic or physical copy of this document.

2019-09-26 Email to Ms. Story Pleading to Allow me to Come Pickup MY PERSONAL PROPERTY Rather than her Discarding It

743 From: Jeff Fenton
744 Sent: Thursday, September 26, 2019 9:18 PM
745 To: Virginia Story <virginia@tnlaw.org>; elaine.beeler@tncourts.gov
746 Cc: Heidi Macy <Heidi@tnlaw.org>; Kathryn Yarbrough <kyarbrough@tnlaw.org>
747 Subject: RE: Fenton v. Fenton
748 Importance: High

749 Ms. Story,

750 Of course, I have many corrections to make to your letter and your subsequent
751 motion which you sent me, but I will wait to address those in my response and
752 counterclaim to the court.

753 Has the date of this auction been changed to sometime in October now, rather than
754 this Friday? I am confused, can you please clarify?

755 Also, are you willing to hold this trial over the phone, with me remaining in
756 Michigan, as you promised previously in court, for our October 21st hearing? That way I
757 won't be forced to drive over the Cincinnati bridge again, as you know how much that
758 terrifies me.

759 The only exception which I hope to make, will be to pack, pickup, and move my
760 personal property back to Michigan, as I am legally entitled, and have been previously
761 promised. Although the property is worth much more to me than your estimates, although
762 I need much of it in order to be able to earn a living, as I believe that a remote job over the
763 computer while taking tech classes online to improve my vocational certifications, will be
764 my most realistic and advantageous means of supporting myself in this season, which is

765 exactly what most of my office and phone equipment was previously used for, which
766 would be helpful to already have here, to help pay for my meds, counseling, and food, all
767 which my mother can no longer cash-flow monthly while paying. (She informed me that
768 her father had left her some bonds, which matured every month or two, supplementing
769 her income for some time. Regretfully, the bonds are all gone now, so she is now stuck
770 with a balance on her credit card (she doesn't believe in accruing debt except for a house
771 or vehicle purchase, hence she only has one card), which now (due to my expenses) is
772 accruing interest for the first time in years.

773 I applied for a job at an orchard today, paying \$10 per hour for seasonal help, but
774 they said they believe the position has already been filled. Unless you have a college degree
775 or work in a skilled trade around here, most of the work is low paying retail positions,
776 which simply can't support me. I still keep applying for them, having no other alternatives
777 currently.

778 The best opportunities which I've seen so far, using the skills and equipment which
779 I already own, is working "remotely" (simultaneously online and over the phone), which
780 I have previously been successful with. That is what much of my equipment in my office
781 was from, as well as the wiring, connectors, electronic components, and tools (which are
782 mainly located in the garage and crawl space, inside the storage bins). So I really need all
783 that equipment back, as well as my bedroom furniture, and most of the rest of my personal
784 property. I guess that I could let go of the pool table, the ping pong table, Ms. Fenton's old
785 bed, the blue couch in the bonus room, as well as the weight set. Of course I must lose my
786 \$5k Fort Knox gun vault, since it weighs 1,200 lbs, and I simply can't afford to move it.

787 As for the rest, regardless of what they are “worth” at garage sale or auction prices,
788 they are worth a lot more to me and are absolutely vital to me being able to support myself
789 and to ever even hope of living independently again. (Unless Mrs. Fenton would prefer to
790 buy me all new stuff, with her proceeds from the sale, because it’s not worth either of your
791 time or trouble to simply allow me to come get my stuff.) I wish that I had been allowed
792 to take all my personal property with me when I vacated the property. All my friends and
793 family are astounded that you and the court insisted that I not even take my own personal
794 property, which admittedly by Mrs. Fenton are clearly mine and not “marital property”,
795 any more than her stuff inside her apartment and her storage space. Much of my stuff at
796 the house, I owned before meeting Mrs. Fenton, and some (like my brand new bed), my
797 mother purchased for me only a few months ago, at a cost of around \$1,500. As for a
798 substantial amount of my “other” stuff, it is needed for different occupations which I’ve
799 had through the years, without which I can’t even attempt to earn a living here. I thought
800 that Tennessee laws prohibited the courts or anyone from taking away the tools of a
801 person’s trade, as well as the \$10k worth of personal property exemptions, which I’ve
802 already sent you a court stamped list of. I really don’t even understand how this can legally
803 even be the matter of a motion. I’m going to return to Nashville at least one more time
804 either way, so why would I not be allowed a week to pack up my stuff and move it myself,
805 without any of the crazy costs which you quoted for hiring professionals to pack, store,
806 and move everything?

807 Just as a logical rule of survival, when I have no income, and I have no job, I
808 don’t/can’t pay others to perform work, which I am completely capable of doing myself.

809 Sure, I might dread crossing over the Cincinnati bridge, but I would only need to
810 do that once (while driving), as I could take public transportation down there, then rent
811 a one way U-Haul to drive home, which is exactly what I have been planning, since being
812 forced to vacate prior to moving, so you could facilitate the auction. It is only a one-day
813 drive, only five minutes of which terrifies me. Even if I have \$50k in proceeds which are
814 mine, as a result of auctioning my home (which I doubt that I'll realistically receive a third
815 of), I would never pay someone \$5k for work which I could perform in a week or two! That
816 is more money than I can make in TWO or THREE MONTHS of hard labor! Sure, when
817 you make the "big bucks" like you and Mrs. Fenton, you can hire companies to do the
818 more difficult and less enjoyable tasks in life (if you choose), but at my pay grade, I can't
819 afford to hire anyone to do anything, which I can physically do myself. Heck, even Mrs.
820 Fenton moved most of her personal property herself, renting a U-Haul van once or twice,
821 while taking a bunch of trips in her car, as I helped her pack and load most of it. She only
822 hired two-guys on one occasion, for a couple of hours, paying less than \$200 I believe.

823 The prices which you are quoting are simply beyond the means and lifestyle which
824 we have shared together. We even did most of our own "work" when we moved to
825 Sunnyside from my Duplex. Outsourcing a move all the way back to Michigan, is simply
826 out of the question.

827 So what I desperately need to know, is how soon can I travel back and have one
828 week alone on my property, inside my home, to pack and move my stuff, without ever
829 costing you, Mrs. Fenton, or my share of the sales proceeds, anything?

830 I need every possible penny of my sales proceeds to first pay back my mother the
831 \$20k which she has loaned me to merely survive the past year and a half, with only partial

832 financial support from Mrs. Fenton, as I tried to research and defend myself (after she
833 reneged upon hiring legal for me, as she had promised), while I also tried endlessly to
834 negotiate a settlement with her, which seemed to change the course of my life daily, while
835 I prepared and tried to get roommates to alleviate our expenses, to reduce our debts,
836 which Mrs. Fenton agreed to originally but then without warning, had me served legal
837 papers which prevented. As I also sought a lot more counseling, adjusting my meds, and
838 mental health care for my handicaps, which were seriously exacerbated (beyond words)
839 by Mrs. Fenton's secretly planned and executed divorce, which caught me completely by
840 surprise, devastating nearly everything which I have worked for in my life to date. (Except
841 for that little bit of my Personal Property which for some reason you are holding hostage.)
842 It is worth nothing to you, it is worth everything (that I have left) to me. Yet so far I have
843 been forced to leave it there. Other than to harm me, I can't think of any reason for such
844 a request by you or such an order (though the Chancellor had received some
845 misinformation, and I believe that he misunderstood what I had really done). Either way,
846 I was assured in court, that I could return to get my personal property, after the auction,
847 while waiting the 30 days for the closing.

848 The sooner that I'm allowed to come right after the auction, to pack and move my
849 stuff, the more likely not to interfere with a quick closing, should the buyer be financially
850 able.

851 So please advise me when the auction is currently scheduled for, and what needs
852 to be done so that I am permitted to come pack and move my stuff, as I have been
853 promised and am legally entitled, without suffering further financial harm.

854 Even if I'm fortunate enough to receive the \$20k from the sale proceeds, to repay
855 my mother, that doesn't repay me one cent of my nearly \$50k of personal monies, which
856 I invested both into the down payment, during the purchase of Sunnyside, nor the nearly
857 \$100k of improvements, we put into the home within the first year. Most of those funds
858 came from my pre-marital retirement funds, and my pre-marital equity in my duplex,
859 along with my real estate commissions, and later more money taken out of my duplex
860 again. Without receiving as much of that money back as possible (beyond the \$20k which
861 I owe my mom for consumables, since Mrs. Fenton abandoned me), I will have absolutely
862 NOTHING saved towards a health emergency or any sort of retirement, I won't have a
863 penny to one day put towards a down payment upon another (much more modest) home,
864 I won't have anything to help fund my vocational rehabilitation, or even any practical
865 means of paying for mental health care or health insurance, probably for years yet to
866 come.

867 This relatively small amount of money may be trivial to you and Mrs. Fenton, but
868 unless I receive some significant vocational rehabilitation and transitional alimony
869 payments from her, for years to come, then this money is absolutely CRITICAL to my very
870 survival! I CAN'T afford to waste a single penny of it, on work which I can and am
871 physically able to do myself.

872 So please, inform me as to when the auction is scheduled, as I will need as much
873 time to plan my trip as possible, as well as what needs to be done to allow my access inside
874 my home, for at least a solid week, between the time of the auction and the closing within
875 thirty days. I can't afford to take a moment of this time for granted, and from what you
876 state regarding Mrs. Fenton's finances, she can't afford to waste a bit of this opportunity

877 either, for me to come there, pack, and MOVE without fees for third party services, which
878 neither of us can afford, or would ever be reasonable, provided that I am ready and able
879 to come perform the work today.

880 Not one moment should be taken for granted, in case the purchaser becomes
881 capable of closing quicker. Any additional loss forced by another party, in addition to the
882 absolutely unfathomable and unrecoverable loss, which I am already suffering, with the
883 loss of my home, along with everything (both pre-marital and marital) which I have
884 invested into it, I certainly hope that the court would force the obstructive party to pay for
885 and/or reimburse.

886 Thanks to the completely unilateral choices and decisions of Mrs. Fenton, these
887 funds are literally the life-blood of a homeless man now!

888 Please inform me how and when I can come get MY STUFF.

889 Sincerely,

890 Jeffrey Ryan Fenton

891 Docket: #48419B

892 From: Kathryn Yarbrough <kyarbrough@tnlaw.org>

893 Sent: Thursday, September 26, 2019 2:11 PM

894 To: Jeff Fenton Jeff@Meticulous.tech

895 Cc: Virginia Story <virginia@tnlaw.org>; Heidi Macy <Heidi@tnlaw.org>

896 Subject: Fenton v. Fenton

897 Mr. Fenton,

898 Attached please find correspondence which is also being sent to you via US Mail.

899 Kathryn L. Yarbrough
900 Story, Abernathy, & Campbell, PLLP
901 136 Fourth Avenue South
902 Franklin, TN 37064
903 615-790-1778
904 kyarbrough@tnlaw.org

2019-10-08 HAVING BEEN RENDERED LITERALLY HOMELESS BY THE COURT, UNDER FORCED EVICTION BY WCSO AT MS. STORY'S REQUEST AND JUDGE BINKLEY'S HARSH AND UNEXPLAINED ORDER, CLAIMING THAT I'M REPRESENTING THAT I KNOW THE ENTIRE LAW, SINCE FINANCIALLY FORCED TO REPRESENT MYSELF "PRO SE". HE SAID HE WASN'T WASTING 4-HOURS TO TRY TO BE NICE TO ME AND EXPLAIN THE REASON FOR HIS ORDER (TRIAL WAS ONLY 30-MINUTES, OF WHICH I ONLY SPOKE 7.1 MIN!)

905

2019-12-05 Ms. Fenton Filed Bankruptcy on Ms. Story for \$11,514.50!
WHOSE INTERESTS ARE MS. STORY REALLY REPRESENTING?

906 Although Ms. Fenton and Ms. Story KNOW without question the CRIMES which
907 they have both committed against me, while also KNOWING without doubt that I have
908 and can produce IRREFUTABLE EVIDENCE (if fully “equally” considered, whether in
909 this Court, Federal Court, or in the 6th Circuit Federal Court of Appeals), despite the
910 massive disparity between us. Ms. Story is banking on her likely success at disproving the
911 validity of the LAW and the equal protections therein, knowing sadly that which is far
912 more powerful than the LAW, is those whom we TRUST to “serve under” and “administer”
913 the LAW for the benefit of ALL PEOPLE in the State of Tennessee!

914 There can be no “rule” or “procedure” or “timeline” which is of greater VALUE to
915 the INTEGRITY of the State of Tennessee’s JUDICIAL SYSTEM, than to INQUISITIVELY
916 ALLOW and even ASSIST in the UNCOVERING of the TRUTH! Despite the POWER of
917 those who wish to silence and hide the TRUTH, for their ill-gotten gains. Otherwise, the
918 “Judicial System” ceases to contain relevance, value, and PROTECTION for the vast
919 majority of PEOPLE residing in the State of Tennessee!

920 **Ms. Fenton filed for bankruptcy on a debt of \$11,514.50 owed to**
921 **Attorney Virginia Lee Story on 12/05/2019. I do NOT believe that Ms. Story is still**
922 **acting ON BEHALF and at the continued REQUESTS of Ms. Fenton!** I believe that
923 Attorney Virginia Lee Story is acting ON HER OWN BEHALF, without regard or care for
924 the costs, financial or otherwise. Whether to herself or to Ms. Fenton, purely to
925 demonstrate her POWER and PUNISH ME for daring to EXPOSE the litigious abuse
926 which I believe to have suffered as a result of Ms. Story’s LESS THAN “honest, fair, and

927 integritous” actions throughout this case. I believe for no other purpose than to financially
928 and litigiously DOMINATE and further ABUSE me. Each day causing me exponentially
929 greater harm, HOLDING MY FREEDOM HOSTAGE, for SPORT! Refusing to RELEASE
930 ME to move forward in my life!

4.9	Virginia Lee Story Nonpriority Creditor's Name Attn: Officer Manager or Agent 136 Fourth Ave. South Franklin, TN 37064 Number Street City State Zip Code Who incurred the debt? Check one. <input checked="" type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input type="checkbox"/> Check if this claim is for a community debt Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Last 4 digits of account number \$11,514.50 When was the debt incurred? As of the date you file, the claim is: Check all that apply <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Type of NONPRIORITY unsecured claim: <input type="checkbox"/> Student loans <input type="checkbox"/> Obligations arising out of a separation agreement or divorce that you did not report as priority claims <input type="checkbox"/> Debts to pension or profit-sharing plans, and other similar debts <input checked="" type="checkbox"/> Other. Specify Attorney Fees - Divorce Proceeding
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 Case 3:19-bk-02693 Doc 75 Filed 12/05/19 Entered 12/05/19 11:41:48 Desc Main Document Page 22 of 52
 Best Case Bankruptcy

931 **I BEG THE COURT TO PLEASE require Ms. Story to obtain and produce**
932 **an UPDATED SIGNED REPRESENTATION CONTRACT with Ms. Fenton,**
933 **proving that her actions continue to represent the REQUESTS of MS. FENTON, and Ms.**
934 **Fenton’s BEST INTERESTS, rather than Ms. Story’s. Furthermore, I PRAY that the Court**
935 **PLEASE require MS. STORY to PRODUCE a signed LETTER from Ms. Fenton, proving**
936 **that it is BY HER EXPRESS REQUEST that the Court has EXTENDED the “Order of**
937 **Protection” against me, for another 5-YEARS.**

938 This action is OUT OF CHARACTER and simply illogical for Ms. Fenton, as there
939 is ZERO benefit to her, while it absolutely GUARANTEES that I CAN NOT MOVE
940 FORWARD UNTIL CURED! Despite the tremendous losses suffered by us BOTH as a
941 result of this divorce, **I do NOT believe that Ms. Fenton would be a PARTY to**

942 **such furtherance of totally nonproductive and worthless harm, while**
943 **increasing the risks of her own exposure.** The ONLY thing that the “Order of
944 Protection” is factually based upon are a handful of distressed text messages after
945 discovering the catastrophic loss of everything in my life, while yet never once uttering
946 the slightest threat to her person, the sanctity of her home, or jeopardizing her safety!
947 While I have repeatedly offered to substitute a mutual lifetime “hold harmless” agreement
948 to protect every REAL interest and potential concern in her LIFE, for the rest of her LIFE!

949 To leave Ms. Fenton EXPOSED to the REAL legal consequences of her actions
950 against me, through the bankruptcy, the forced sale of our home, complete deprivation of
951 all support, while being our family’s voluntary primary breadwinner for over a decade,
952 and our family’s ONLY breadwinner (by HER choice) for the final couple of years of our
953 marriage, all without NOTICE, is legally AGAINST HER BEST INTERESTS! There is NO
954 WAY that can possibly benefit her! While leaving me no course for cure other than to
955 expose her honestly ill sought actions, needing to reveal the true motives behind them.
956 Placing her in a position of possibly becoming legally and even criminally held
957 accountable for what she HAS done, simply so that I can obtain the restoration of MY
958 FREEDOM to move forward!

959 I have no DESIRE to do that! I have NO AGENDA for seeking restitution or
960 damages from Ms. Fenton unless I am FORCED to satisfy the \$75,000 minimum to
961 escalate this case to Federal Court. (Working my way over to the United States Court of
962 Appeals for the Sixth Circuit, to hopefully find an “impartial tribunal” who will END this
963 madness!) Though that would probably TAKE TWO MORE YEARS of MY LIFE! All
964 because I am DUE (if nothing else) to have my NAME, my REPUTATION, and MY

965 RIGHTS AS A UNITED STATES CITIZEN RESTORED, whether Tennessee refuses to
966 recognize and correct that or not!

967 While the justification for escalating this case to a Federal Court includes the
968 violation of my 14th Amendment Rights to Equal and Due Process, prior to the deprivation
969 of both my “property interest” in my only INCOME stream, that being my rental income,
970 which I don’t believe could be legally terminated without meaningful provision to replace
971 it, without displacing ME.

972 Likewise, the violation of my Constitutional 14th Amendment Rights as a United
973 States Citizen to Equal and Due Process, PRIOR to the deprivation of my “property
974 interest” in my HOME, and the totality of my life’s savings, without NOTICE adequate to
975 provide me with an opportunity to SAVE my property interest, or to at the very least allow
976 me to mitigate my losses in that property. All which I believe were intentionally deprived!

977 At the same time, I have suffered an obscene amount of strategically targeted
978 damages, intentionally exploiting my KNOWN and fully disclosed disabilities, purely for
979 financial and legal leverage to cheat me out of an “equitable” divorce.

980 This is a severe violation of the Americans with Disabilities Act of 1990, along with
981 Tennessee’s corresponding laws. Bringing with it not only Federal oversight, but steep
982 penalties to anyone found responsible for harm.

983 As Ms. Fenton, her bankruptcy attorney Ms. Ausbrooks, and Ms. Story have
984 strategically withheld any information during the bankruptcy filing about both MY
985 INVESTMENT IN AND EQUAL OWNERSHIP OF OUR JOINTLY DEEDED HOME, AS
986 WELL AS INTENTIONALLY “MISSING” EVERY DISCLOSURE REQUIRED ON HER

987 BANKRUPTCY FORMS FOR ANY SUPPORT OBLIGATIONS WHICH MS. FENTON
988 HAD, AND CONTINUED TO PAY AFTER THE DATE OF HER BANKRUPTCY FILING!

989 DENYING me ANY path and means to live through this divorce while remaining
990 in Middle Tennessee, where I had lived the past 25-years of my life without incident.
991 Instead, being forced into the streets penniless, from a beautiful half-million-dollar
992 Brentwood home, where my life savings and the past decade of my work were
993 painstakingly invested, without so much as a warning, notice, or acknowledgment about
994 Ms. Fenton's pending financial failure, despite the fact that we were still communicating
995 on GOOD TERMS the time when Ms. Fenton secretly FILED BANKRUPTCY. (While the
996 last I knew, Ms. Fenton also wanted to REMAIN FRIENDS with me after our divorce,
997 having attended Counseling with me just a few months prior, for EXACTLY that purpose!)

998 Bringing us to another legal justification for escalating this case to Federal Court,
999 the multiple levels and acts of Bankruptcy Fraud committed by Ms. Fenton (and I believe
1000 her Counsel), which I can exhaustively PROVE! (I don't WANT to do that, but if I am
1001 FORCED merely to SURVIVE and FREE myself from Ms. Story & Chancellor Binkley's
1002 NOOSE, then I have no choice.) Upon which Ms. Fenton could face a damaging amount
1003 of legal exposure and financial expense, without adding one iota of benefit to her life by
1004 choosing that unnecessary path. **Forcing me to continue fighting to simply GET**
1005 **FREE, so that I can MOVE FORWARD with MY LIFE again!** (While I am still
1006 penniless, without provision or vocational training, and needing to start life over from
1007 ground zero. SO, POSTPONING a CURE and RECOVERY is absolutely NOT MY GOAL,
1008 nor in my best interests!)

1009 The ONLY party whom I believe to have MOTIVE is Attorney Virginia Lee Story!
1010 As “outlandish” or possibly “disrespectful” as that may sound, from my experiences with
1011 Ms. Story to date (as is clearly EVIDENT in our communications HERE to follow), as well
1012 as in the conversations I have had with others in the Nashville legal community, I’d be
1013 willing to wager that an anonymous poll would prove 40% or higher believing that my
1014 conclusions are “REALISTICALLY PLAUSIBLE”. Hence I BEG the Court for
1015 verification of Ms. Fenton’s express continued participation before costing
1016 us both greater LOSS with absolutely nothing FINANCIAL for either one of us to gain,
1017 unless the “bad actors” are held accountable for paying restitution and punitive damages
1018 to BOTH of us.

**2020-05-05 Email to Ms. Story Offering to Forfeit MY Appeal for FREE BY
PURELY RESTORING MY NAME, MY REPUTATION, and MY
CONSTITUTIONAL RIGHTS AS A UNITED STATES CITIZEN**

1019 From: Jeff Fenton <jeff.fenton@live.com>
1020 Sent: Tuesday, May 5, 2020 1:09 PM
1021 To: Virginia Story <virginia@tnlaw.org>; Heidi Macy <Heidi@tnlaw.org>; Kathryn
1022 Yarbrough <kyarbrough@tnlaw.org>
1023 Cc: Deborah.Rubenstein@tncourts.gov; john.coke@tncourts.gov
1024 Subject: Affidavit | FINAL OFFER TO CANCEL APPEAL: PRIOR to Writing my BRIEF,
1025 I'm willing to forfeit my \$250k, but my name must be CLEARED for ANY AGREEMENT
1026 to drop my Appeal

1027 Hello Ms. Story,

1028 After receiving the Technical Record from the Chancery Court to the COA, I
1029 discovered that on 10/21/2019 you filed the attached affidavit (which I never

1030 **received notice of**), including something which I wrote, during the most emotionally
1031 devastating time of my life, after suffering an unfathomable loss, of almost everything
1032 which I held dear to my heart.

1033 The one part which you failed to point out, or which the court failed to take into
1034 consideration, besides my emotional frailty at the time of writing, was **the very clearly**
1035 **stated STIPULATION** that my offer was only valid **“IF SHE WILL DROP ALL**
1036 **CHARGES”** and if we filed for a **CHEAP UNCONTESTED NO FAULT DIVORCE, just**
1037 **between Ms. Fenton and myself, using the State’s free forms online.** As with **MANY** offers
1038 which I’ve made to resolve matters with Ms. Fenton, she **REFUSED TO ACCEPT MY**
1039 **OFFER**, hence I absolutely needed to **DEFEND MYSELF** against the false charges
1040 presented in our **CONTESTED DIVORCE** action, which she hired you to litigate.

1041 **“ALL CHARGES” of course refers to the Order of Protection which was**
1042 **illegally obtained against me** (I believe and intend to prove), based upon extremely
1043 exaggerated and out-right **FRAUDULENT** accusations made against my person, my
1044 character, while massively misrepresenting my actions.

1045 **As with EVERY GENEROUS OFFER I have previously made to Ms. Fenton, to gift**
1046 **my equity in our home to her, to accept reduced alimony payments to help her afford**
1047 **keeping our home for herself, to loan her my share of our equity to help her purchase**
1048 **another home or a condo for herself** (instead of being stuck in an apartment with no tax
1049 benefits), to my repeated **OFFERS** to drop this appeal (accepting the approximately
1050 \$250k loss which I was cheated out of) **IF ONLY** you and Ms. Fenton will have the
1051 **fraudulently obtained OP dropped and expunged from my record. Yet neither you nor**
1052 **Ms. Fenton have ever accepted a single one of my generous offers!**

1053 A contract is a “meeting of the minds”, an agreement between two consenting
1054 parties, who have acknowledged acceptance to each other, thus forming an “agreement”,
1055 also referred to as a “contract”. As much as I have repeatedly OFFERED Ms. Fenton the
1056 OPPORTUNITY to carelessly DISCARD me, and walk-away from our divorce, without
1057 care or cost for replacing my home, my pre-marital retirement savings, or the
1058 approximately \$125k in alimony which we were professionally advised that I am due, nor
1059 her proportionate payment of the nearly \$90k of REAL MARITAL DEBTS which she left
1060 in my name. Ms. Fenton has REFUSED to ACCEPT any and every OFFER which I have
1061 made to MITIGATE our damages and END THIS!

1062 One person can only make “OFFERS” (propositions), they cannot legally form a
1063 “contract”, without a second party who COMMITS IN “AGREEMENT” to the original
1064 party’s “OFFER(S)”.

1065 So sadly, we have NO AGREEMENTS or CONTRACTS between us, except for a
1066 “Verbal Settlement Agreement” which Ms. Fenton chose to default upon, while hiring you
1067 instead, to TAKE everything from me. We also still have our “Marital Contract”, which is
1068 currently upon appeal, along with the house liquidation, the OP, the restoration of my
1069 name, and FAIR compensation for my LOSSES as a direct result of Ms. Fenton’s
1070 UNILATERAL actions throughout our divorce.

1071 **The unfortunate reality for me, is that I still LOVE Ms. Fenton, and I**
1072 **have spent the past 15-years of my life PROTECTING HER,** even sometimes at
1073 my own tremendous expense! There is nothing which has caused me more emotional
1074 turmoil in my life than being forced to choose between FIGHTING Ms. Fenton in court or
1075 LOSING everything which I’ve built, over my lifetime.

1076 I KNOW that what Ms. Fenton has done, and what you have helped her to do, is
1077 WRONG, unethical, unfair, in bad faith, and probably illegal (potentially on both State
1078 and Federal levels). But I don't want to be FORCED to expose her, causing her even more
1079 harm than her unilateral decisions to destroy everything that we BOTH had built in our
1080 lives, along with everything connecting us, regardless of what is FAIR or WRONG.

1081 I want for Ms. Fenton to be able to GO ON WITH HER LIFE
1082 UNTETHERED, while I would like to do the SAME THING! As I said, I'm willing
1083 to FORFEIT MONEY to give Ms. Fenton the opportunity to BE FREE, to START OVER
1084 without the toxic CONSEQUENCES for her harmful actions, and I'm willing to do that at
1085 a loss of approximately \$250k, which I'll NEVER be able to come close to replacing!
1086 (\$125k alimony, \$75k home equity, \$50k-\$75k in proportionate marital debt repayment,
1087 for REAL marital debts dumped in my name, now with outstanding collection judgments
1088 against ME.)

TENNESSEE COURT OF APPEALS, MIDDLE DIVISION (NASHVILLE)

2020-10-16 EMERGENCY MOTION EMAIL TO APPELLATE COURT CLERK TO SHARE DIRECTLY WITH COURT JUSTICES

Jeff Fenton

From: Jeff Fenton <jeff.fenton@live.com>
Sent: Friday, October 16, 2020 3:20 PM
To: appellatecourtclerk
Cc: Lisa Marsh
Subject: M2019-02059-COA-R3-CV | FAWN ██████████ FENTON v. JEFFREY RYAN FENTON | 2020-10-16 EMERGENCY MOTION Notifying of Exigent Circumstances | 2020-10-16 AFFIDAVIT of Jeffrey R Fenton - Authenticity of Audio

Attachments: Richard Rochester Psychiatrist son-in-law of late Judge Thomas Wiseman and wife Emily Matlack Wiseman (of Oak Hill).pdf; Terry Huff Psychotherapist - Parents Glenn and Honor Huff (Founders of Agape & Huff Grocery) - Uncle Mutt Huff (WILCO Sheriff for 12 Years) WILCO 1800s.pdf; Strong Man Principle.pdf; TECHNICAL RECORDS Glossary.xlsx; 2020-10-16 EMERGENCY MOTION Notifying of Exigent Circumstances.pdf; 2020-10-16 AFFIDAVIT of Jeffrey R Fenton - Authenticity of Audio.pdf; 24,220 PIECES OF DIVORCE EVIDENCE (36 GB).pdf; 2020-07-08 ADA Request for Modification due to Mental Health (Under Tennessee Judicial Branch Policy 2_07).pdf; 2020-10-15 AFFIDAVIT OF MARSHA ANN FENTON (Mother).pdf; 2020-10-15 FATHER Dan Fenton - Letter Verifying that I could NOT Live with Him (Despite Story's Claims).pdf; Jeffs Mothers Home in Michigan (125k - 780 SqFt).pdf; Fawns Mothers Home in California (FOUR Million Dollars).pdf; M2019-02059 Transcript of Evidence-2 (original).pdf; M2019-02059 Transcript of Evidence-2a (with audio times).pdf

Importance: High

Hello Justices,

Please find attached my "2020-10-16 AFFIDAVIT of Jeffrey R Fenton - Authenticity of Audio", which covers the authenticity of the transcripts for the 8/31/2019 hearing, both the audio Version and the Transcribed with TIME MARKERS every paragraph to sync with the audio. Also find attached the "2020-10-16 EMERGENCY MOTION Notifying of Exigent Circumstances". These both cover a broad spectrum, which I believe completely, irrefutably, disprove ALL THREE ACTIONS by the Trial Court.

Money is no longer my goal... I'm simply unable to seek financial restitution without legal Counsel. Likewise, with as hard as I have worked, and I have worked probably 16 hours per day on this for LITERALLY MONTHS, I'm just not capable of narrowing down

- DOCUMENTED DIVORCE EVIDENCE,
- 36.6 GB of Data
- 24,020 FILES
- 2,001 FOLDERS

I could create a storyboard website or blog, write a book or a miniseries, but there is no way I can fit this much evidence that EVERY ACTION TAKEN AGAINST ME HAS BEEN FRAUDULENT, IN BAD FAITH in a legal document like a BRIEF, without at least a few more months to work EVERYDAY on it, or if you were to provide me with competent Counsel. I thought that I could do it, and I believe that

you will find that I have done a LOT of work, but the entire Narrative of Ms. Story is FALSE. As you will also find if ANYONE ever reads my "ONE AND DONE" filed on 8/29/2019: TRv1-3, Pages 119-380.

I'm attaching a copy of my "TECHNICAL RECORDS Glossary.xlsx" Spreadsheet Also, if anyone there can help me and might find that useful.

The reason I need such an excessive amount of stuff attached to my record, is because Ms. Story totally exploited my disabilities, with basically a "decoy" divorce, because it was far cheaper and more effective than telling the TRUTH about anything!

As such, I am missing a LOT of significant PROOF that Ms. Story and Judge Binkley didn't treat me ethically or legally.

I understand how powerful they both are, which is why I KNOW that I have no hopes of receiving any financial restitution from them, without Counsel and another five years of my life to devote to this.

I just want all the LIES removed, no record as an ABUSER, as a STALKER, a simple non-contested divorce with no alimony due either party, ever! With any of the bogus legal fees for Ms. Story or Ms. Fenton charged back to Ms. Fenton. While I'm not even seekig restitution for my legal fees, if you could please just order Williamson County Court to pay the fees for this appeal, both their fees and yours. I believe there is more than adequate fault they have significant exposure here.

I also need the Order of Protection both terminated and expunged from existence, so that it won't keep hurtiiing my already terrible vocational opportunites please.

If you all can accomplish that, without the need for me to write a Brief, or their reply brief, or anything else, then I will be satisfied with that, and move on with my life!

I know that legally I'm due probably a mid-six figure judgment, but I also know that I'll never get it! So at age 51, I just want to have my NAME, my REPUTATION, and my CONSTITUTIONAL RIGHTS restored as though none of this craziness took place!

If that is not possible, then please provide me with legal counsel, because surely anyone who listens to the audio recording of the hearing on 8/29/2019 WHILE FACT CHECKING EVERYTHING STORY/BINKLEY say with the previous judgment and both sets of transcripts, NOTHING lines up! They just relentlessly BULLIED me darn near to death!

If you can't either provide the simple cure requested above, or provide me with legal counsel to draft my brief, along with the time for them to do so, knowing there is a LOT of Discovery in this case, which without seeing it is really overwhelming and surpasses most peoples ability to BELIEVE. That is why the AUDIO TRANSCRIPTS, along with the documented PROOF I'm sending you here and in several subsequent emails (due to file size), asking that you please supplement my record with each. Whle

PLEASE recording the 8/29/2019 TRANSCRIPTS OF EVIDENCE as TRANSCRIPTS OF EVIDENCE instead of leaving it burried in my Technical Record as Williamson County did it. I spent \$500 and I couldn't tell you all the work I went through to try to do that correctly 15 different ways, buty Williamson County REFUSED to file that as a Transcript of Evidence. Now that I'm supplying you with the AUDIO RECORDING (which Judge Binkley gave me permission to record) as well as the written transcripts, with time markers written throughout the transcripts the top left of each paragraph, it is SO EASY TO VERIFY, it is much more reliable than a single media format! While the AUDIO format is essential to know the TONE, FORCE, and ways which we all communicated, to be able to separate out what was clearly abusive.

As stated, I'm about to send you probably close to a dozen emails of files, asking that you PLEASE add them to my record so that it contains an element of TRUTH!

If you want to SEAL all the records when this is over, to protect us ALL from embarrassment, I am fine with that. I just don't want the Court hiding their faults, burried in the technical records instead of as a transcript of evidence, while exposing all of our dirty laundry.

Also, if none of these solutions will work for you, then please transfer this appeal to the Eastern Tennessee Court of Appeals. I'm hoping they will have less conflicts of interests relationally, but I really don't know. I just read that they are quite vigelant at prosecuting bad Judicial actors. Plus I really like that one Supreme Court lady from over there... Sharon G. Lee. I have a tremendous amount of respect for her, putting the US Constitution above both TN law, and the people who administrate those laws. I really like this opinioin of hers: https://www.tncourts.gov/sites/default/files/christensenj.opn_dis.pdf (It was the article that the language on our No Trespassing Signs were based upon.)

I'm planning to live with my mother now for the rest of her life, so as much as I hate Michigan, I expect to live out the rest of my life here. While though I absolutely loved Tennessee and Williamson County, living in Middle Tennessee for 25 years, I will never step foot on Tennessee Soill again, unless I must to seek the restitution of my NAME and RIGHTS. I lost too much way too quickly, while finding that without \$\$ I had no voice at all!

Please don't take that personally. I loved the people there, but in 7.1 minutes of my testimony, with only TWO short 30-minute court hearings, I lost everything that I loved in my LIFE! Then I was chased out nearly at gun point, which Virginia Story went to Federal Court to obtain an order to sell my personal property, which she made me leave there, in an attempt to supercede Tennessee State law. She wanted to deny me my \$10k personal property exemption, and tried to extort \$2k from my mother for puffed up storage charges, or said that she would sell or discard of my stuff. I don't mean to be rude, but that woman belongs behind bars! I've dealt with alol sorts of people in my life, but I've never death with anyone as absent of a soul as her, on either side of the law.

Since I'm NOT seeking money, since you will SEE and HEAR I have been terribly violated by Ms. Story under the pretense of law, I don't see why their would be any need for her to have an opportunity to

write a brief, or to drag this out further. She is the one who deserves to be charged with crimes. She is the one who would owe me hundreds of thousands of dollars, but I know that I'll never get it, so I'll just be better off to let go of any money!

Additionally, my ex-wife is broken and destitute from this all. She is currently unemployed and bankrupt. I know that she will recover, but she won't even try until after this action is over with, for fear that she will be forced to pay me alimony, and I'd rather just close that door and assure her that she is free to try to live the best life that she can.

So I'm hoping that this once the COA can make an exception for all of our best interests. There just isn't any left left to gain, without either myself or Ms. Fenton losing MORE, both of which are unacceptable consequences to me. Please don't allow them to file charges against Ms. Fenton, because she could have never done MOST of this without POWERFUL: PEOOPLE who could lift her OVER the laws.

If anything bad will happen to Ms. Fenton, then I will need to battle this out with the Courts to try to protect her, from the bigger bullies on the playground. Otherwise, I just need my life back please!

Please let me know any questions or concerns you have.

Thank you for considering my request.

Everything to follow in the next two days will be in regards to this action, requesting to be supplemented to my record please.

Again, I do ask that this all be looked at and considered by THREE of the JUSTICES at the Appellate Level, so that one judge alone who is buddies with either party can't just sweep this under the rug. I know that we'd like to think that isn't the sort of World we live in, and I know nothing about any of you personally, I just know how Nashville works.

For anyone who is concerned that I might been a nut case, then listen to the audio first please! Plus, though the court heard me speak a whole 7.1 minutes to decide that I'm a danger to society, my psychiatrist and my psychotherapists, have literally spent HUNDREDS of hours with me, and believe exactly the opposite, as the documentation which you hhave in my ADA mod request shows... which I will attach here again.

Both are LIFE LONG Brentwood residents. Terry Huff my Psychotherapist's family has been living in Williamson County since the 1800s! His parents founded Agape, Huff Grocery in Brentwood, and were tremendously respected and wonderful people, as is Terry. He would never attest to anyone being "safe" who is dangerous, for any amount of money. He won't even accept a free book without buying it!

As for my Psychiatrist Dr. Richard Rochester, besides being an expert in his field, he grew up in the shadow of US District Middle Tennessee Judge Thomas Wiseman, trying to live up to his standards, since they were his wife's parents.

I may have any voice, power, or money here, but these people are all SALT OF THE EARTH, and their voices echo that I AM NOT DANGEROUS TO MS FENTON OR ANYONE ELSE! Terry Huff has even met with both me and Ms. Fenton together, way more recently than Ms. Story's claim of us not communicating in her OP application, so Terry knows about some of Ms. Fenton's challenges too, and has watched the dynamic between us, and knows that my heart only hurts for her! If I could give her everything we had together back and just walk away empty handed, I would in a heartbeat, but I wanted my "legal share", which ended up not being something Ms. Fenton was willing to part with, so we lost everything. I wish I had a clue earlier, so that at least I could have left her in a better place than I found her in, 15-years ago. But regretfully I don't have that power.

Please let me know when you all decide, how I should proceed. If you can't cure my name, reputation and civil rights without me writing a BRIEF, I will waste months more of my life on it, but I've already been in this basement in Michigan for a year, and would like to get to have some good memories with my mother while she is still able to get around and about.

Thank you for your consideration.
Jeff Fenton

8/29/2019	9:17 AM	HUSBAND'S RESPONSE AND COUNTERMOTION TO WIFE'S MOTION FOR VIOLATION OF THE EX PARTE ORDER OF PROTECTION AND FOR DATE CERTAIN FOR WALK THROUGH OF HOUSE AND MOTION FOR SCHEDULING ORDER	63-PAGES (Primary) TR. v1 (page 119) through TR.v2 (page 181) v1: 124 through v2: 32	TR. v1-v3 (p119 - 380)	v1: 124-155 v2: 2-151 v3: 2-80	Court started at 9am... texted Mitch stayed up several nights in a row pre Exhibit-B, had to run out the door to minutes AFTER court started, then run where I handed Virginia Story Copies copies of my signed and stamped req
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JEFF FENTON
17195 Silver Parkway # 150
Fenton, MI 48430-3426
Phone: (615) 837-1300

jeff.fenton@live.com

From: Jeff Fenton <jeff.fenton@live.com>
Sent: Friday, October 16, 2020 3:26 PM
To: appellatecourtclerk
Cc: Lisa Marsh
Subject: RE: M2019-02059-COA-R3-CV | FAWN ██████████ FENTON v. JEFFREY RYAN FENTON | 2020-10-16 EMERGENCY MOTION Notifying of Exigent Circumstances | 2020-10-16 AFFIDAVIT of Jeffrey R Fenton - Authenticity of Audio

Attachments: M2019-02059 Transcript of Evidence-2b (audio recording).mp3; M2019-02059 Trial Testimony Verification (FACT CHECKING).pdf; M2019-02059 Trial Notes About Errors Made.pdf; 2018-10-27 Fenton Phone Call - Dividing Property and Amicably Selling Home.mp3; 2018-10-27 Fenton Phone Call - Dividing Property and Amicably Selling Home ~ Audio Markers.pdf; 2018-10-15 WILCO Clerk and Master - ADA Coordinator - Phone Call (mobility help only).mp3; FAWNS NOT A VICTIM.pdf

Importance: High

Batch Two...

JEFF FENTON

17195 Silver Parkway # 150
Fenton, MI 48430-3426
Phone: (615) 837-1300

Jeff Fenton

From: Jeff Fenton <jeff.fenton@live.com>
Sent: Friday, October 16, 2020 3:37 PM
To: appellatecourtclerk
Cc: Lisa Marsh
Subject: RE: M2019-02059-COA-R3-CV | FAWN [REDACTED] FENTON v. JEFFREY RYAN FENTON | 2020-10-16 EMERGENCY MOTION Notifying of Exigent Circumstances | 2020-10-16 AFFIDAVIT of Jeffrey R Fenton - Authenticity of Audio (BATCH-3)
Attachments: EXHIBIT-B.pdf; 2019-08-29 HUSBAND'S ONE AND DONE (MODIFIED PAGE-1) Page-1 Only (Initialed).pdf; FAWN DESIGNED CUSTOM No Trespassing Signs - Using CAD and Microstation at her Work.pdf; 2018-09-14 Arons and Associates - FENTON Marital Dissolution Agreement - Fawn's Proposed Terms before Her Attorneys Reviewed.pdf; 2018-09-17 Arons and Associates - Fawn Discusses Planned Meetings with Tommy White - Judy Wells - Phyllis Ellis.pdf; 2018-09-19 Arons and Associates - Fawn's Attorney Refused to Draft MDA and Tommy White Advised Against (Court would Reject).pdf; 2018-10-06 No Incentive to Settle.pdf; 2019-03-23 Fawn - Text Messages (2018 Taxes Illegally Filed without Me).pdf; 2019-04-26 Quick Easy Proof of Bankruptcy Fraud.pdf; ATTORNEYS - ANSWER AND COUNTER COMPLAINT EXTENSIONS.pdf; Sandy Arons - Divorce Planning (Business Card).pdf

Importance: High

Batch Three...

JEFF FENTON

17195 Silver Parkway # 150
Fenton, MI 48430-3426
Phone: (615) 837-1300

Jeff Fenton

From: Jeff Fenton <jeff.fenton@iive.com>
Sent: Friday, October 16, 2020 3:43 PM
To: appellatecourtclerk
Cc: Lisa Marsh
Subject: RE: M2019-02059-COA-R3-CV | FAWN ██████████ FENTON v. JEFFREY RYAN FENTON | 2020-10-16 EMERGENCY MOTION Notifying of Exigent Circumstances | 2020-10-16 AFFIDAVIT of Jeffrey R Fenton - Authenticity of Audio (BATCH-4)
Attachments: 2019-04-26 FRAUD PICTURE BOOK.pdf; 2019-03-23 Fawn - Text Messages (2018 Taxes Illegally Filed without Me).pdf; 2019-04-26 Quick Easy Proof of Bankruptcy Fraud.pdf; 2019-04-26 THE FRAUD PACKAGE.pdf; FAWN REFUSED to Honor our Agreement to Sell our Home NOT Me.pdf; FAWNS ALIMONY DODGE & BANKRUPTCY FRAUD TO DISCARD ME.pdf
Importance: High

Batch Four...

JEFF FENTON

17195 Silver Parkway # 150
Fenton, MI 48430-3426
Phone: (615) 837-1300

As for my Psychiatrist Dr. Richard Rochester, besides being an expert in his field, he grew up in the shadow of US District Middle Tennessee Judge Thomas Wiseman, trying to live up to his standards, since they were his wife's parents.

I may have any voice, power, or money here, but these people are all SALT OF THE EARTH, and their voices echo that I AM NOT DANGEROUS TO MS FENTON OR ANYONE ELSE! Terry Huff has even met with both me and Ms. Fenton together, way more recently than Ms. Story's claim of us not communicating in her OP application, so Terry knows about some of Ms. Fenton's challenges too, and has watched the dynamic between us, and knows that my heart only hurts for her! If I could give her everything we had together back and just walk away empty handed, I would in a heartbeat, but I wanted my "legal share", which ended up not being something Ms. Fenton was willing to part with, so we lost everything. I wish I had a clue earlier, so that at least I could have left her in a better place than I found her in, 15-years ago. But regretfully I don't have that power.

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JEFF FENTON
 17195 Silver Parkway # 150
 Fenton, MI 48430-3426
 Phone: (615) 837-1300

2021-01-04 COA PANEL WHO DISMISSED MY APPEAL

jeff.fenton@live.com

From: Jim Hivner <Jim.Hivner@tncourts.gov>
Sent: Monday, January 4, 2021 1:51 PM
To: Jeff Fenton
Cc: Lisa Marsh
Subject: Re: Which COA Judge was Assigned to my Case and which Panel is he/she on?

Follow Up Flag: Read
Flag Status: Flagged

Mr. Fenton:

The Order dismissing your appeal was approved by the following panel of judges: Judge Frank Clement, Judge Andy Bennett and Judge Neal McBrayer.

Jim Hivner

James M. Hivner

Clerk of the Appellate Courts
State of Tennessee
Supreme Court Building
401 7th Ave. North
Nashville, TN 37219-1407
(615) 741-2681

Hello Mr. Hivner and Ms. Marsh,

Last week I spoke at length with Shane Hutton with the Tennessee Board of Judicial Conduct, and he advised me to contact you to find out **which Panel the Judge was on who handled my case with the COA** (rejected every request except for to extend TIME), as well as **the name of that Judge**, so that I can file a formal complaint (and possibly Federal criminal charges) against him/her for violating the Judicial Canons of Tennessee (for prioritizing PROCEDURE over JUSTICE and the CARE of the PERSON), as well as the Constitution of the State of Tennessee.

In my opinion, the Judge walked by someone clearly **DROWNING in Judicial Corruption**, while I presented an absurd amount of crystal clear EVIDENCE, while rather than TAKE ACTION and HELP the unjustly injured party as his/her oath of Office commands, along with the Canons and Tennessee Constitution, the Judge **CHOSE rather to LOOK AWAY and KEEP WALKING, pretending not to see anything out of the ordinary at all.**

CONCLUSION or SUMMARY OF FACTS

1089 IF you slowly walk through every communication once I started representing
1090 myself PRO SE (from my email to Ms. Story on **8/28/2019** through the Letter from Ms.
1091 Story on **9/26/2019**), where Ms. Story Insists:

1092 "At this point, it is our position that moving the items to Michigan is not
1093 financially responsible but that is up to you... It is our position and that of Mr.
1094 Anderson's that the entire value of the remaining contents of the home is only
1095 approximately \$3,000, therefore the costs to move and store these items far
1096 outweighs their worth."

1097 AFTER Ms. Story had already tried to EXTORT **\$2,000** from my MOTHER in her
1098 letter dated 9/16/2019.

1099 WHILE Manipulating Ms. Fenton's BANKRUPTCY FRAUD to CAUSE ME
1100 FURTHER DAMAGE WITHOUT ANY GAIN TO ANY PARTY, by planning to use the
1101 FEDERAL BANKRUPTCY COURT ORDER TO SUPERSEDE MY PROTECTED INCOME
1102 AND ASSETS PER TENNESSEE STATE LAW.

1103 There is absolutely NO MEANS BY WHICH ANYONE CAN DEEM MS. STORY'S
1104 ACTIONS TOWARD ME TO HAVE TAKEN PLACE HONESTLY, IN GOOD FAITH,
1105 WITH FAIRNESS, INTEGRITY, AND CIVILITY, WITH ANY MOTIVES OTHER THAN
1106 TO STEAL MY PROPERTY OR TO AT LEAST DEPRIVE ME OF MY PROPERTY,
1107 WITHOUT BENEFIT TO ANYONE, PURELY TO FURTHER LITIGIOUSLY HARRASS,
1108 ABUSE, AND HARM ME, FOR NOTHING OTHER THAN HER PERVERTED
1109 PLEASURE!

1110
1111 I move for the DIVORCE DECREE and the
1112
1113 she insists that it would be “IRRESPONSIBLE” to , you will see IRREFUTABLE
1114 PROOF that Attorney Virginia Lee Story UNCONSCIONABLY violated her OATH OF
1115 OFFICE and INTENTIONALLY CAUSED ME (the clearly disadvantaged and disabled
1116 spouse, now literally HOMELESS, without a penny of my life’s savings, retirement,
1117 without alimony or support of any kind) AS MUCH HARM AND ABUSE AS SHE
1118 PHYSICALLY COULD, FAR BEYOND THE POINT OF BENEFITTING HER CLIENT,
1119 HERSELF, HER ASSOCIATES, OR ANY OTHER PARTY, PURELY FOR THE HIGH OF
1120 DOMINATING AND PUNISHING ME WITH HER UNETHICAL AND ILLEGAL
1121 POWER TO OPERATE ABOVE THE LAW! (THIS IS A FEDERAL CRIME, and PROOF
1122 THAT EVERY ACTION IN THIS CASE SHOULD BE OVERTURNED PERMANENTLY,
1123 WITH EVERY WORD SHE SPOKE AGAINST ME STRICKEN FROM THE RECORD, AS
1124 SHE HAS PROVEN HER UNCONSCIONABLE MALICE TOWARDS ME RIGHT HERE!

1125 I CAN NOT DEFEND MYSELF AGAINST ATTORNEY VIRGINIA LEE STORY OR
1126 JUDGE MICHAEL W. BINKLEY IN A STATE WHICH REFUSES TO USE COMMON
1127 SENSE, HONESTY, AND FAIRNESS TO HOLD THEM ACCOUNTABLE FOR THEIR
1128 ACTIONS (criminal or otherwise)!

1129 This is ALL manipulated via BAD FAITH, ULTERIOR MOTIVES, and BLOOD
1130 LUST! If the State of Tennessee is NOT willing to make the following SIMPLE and FREE
1131 CHANGES to MITIGATE THE SLIGHTEST AMOUNT OF PERMANENT DAMAGE
1132 WHICH HAS BEEN CAUSED TO ME AS A RESULT OF.... A blinding rage of judicial

1133 perversion, then I will bring this case to our NATION, file Federal Criminal Corruption
1134 Charges against Chancellor Michael W. Binkley, putting him directly beside his personal
1135 benefactor, former Nashville Judge Casey Moreland, along with corrupt Attorney Virginia
1136 Lee Story, Attorney Mary Beth Ausbrooks, and others who have assisted them in
1137 depriving me of my property and my rights which I was BORN WITH in this wonderful
1138 Country! (All while denying me DUE OR EQUAL PROCESS and refusing to even HEAR
1139 my testimony, while never have I yet stepped before an IMPARTIAL TRIBUNAL!

1140 It is my sincere belief that the anonymous Appellate Judge who was assigned my
1141 case, is also part of this obscene JUDICIAL CORRUPTION! While I'd be willing to bet my
1142 reputation on the hunch that he/she is a close friend of one or both parties, Binkley/Story.
1143 So to throw my case out because I am NOT ABLE to STAND-UP TO A CORRUPT COURT,
1144 TWO HIGHLY SKILLED CORRUPT ATTORNEYS, A CORRUPT JUDGE, AND A
1145 CORRUPT APPELLATE JUDGE WHO HELPS IN THE COVER-UP, is far BEYOND the
1146 burden of PROOF that I as an everyday TENNESSEE CITIZEN should ever be required
1147 to defend, while those living off our tax dollars have not lifted ONE FINGER to SEEK or
1148 PROMOTE JUSTICE in this case!

1149 The Appellate Court will probably throw this away as they have my every request
1150 for assistance, protection, help from these POWERFUL, TRUSTED, but CORRUPT
1151 individuals, who respect and serve under NO LAW except that which comes from their
1152 own mouth. That is CRIMINAL! And certainly, deserves no title of RESPECT or HONOR!
1153 Yet I will publish every CRY which I have made for HELP which you have IGNORED! I
1154 will publish the 40GB of REAL EVIDENCE which I possess and have sent you

1155 overwhelming PROOF of how JUDICIALLY ASSAULTED I have been by YOUR
1156 FRIENDS AND COLLEGUES!

1157

1158 While the WORST part is that EVERY ONE OF YOU KNOW THAT I AM
1159 SPEAKING THE TRUTH HERE, even if you believe a bit exaggerated or dramatic, none
1160 of you have a doubt about the collusion between Chancellor Michael W. Binkley and
1161 Attorney Virginia Lee Story, or at the very least the likelihood of such. Yet you are still
1162 AFRAID of the CONSEQUENCES of standing-up to the two of them! Now consider the
1163 consequences of EVERY POLITICIAN, every member of our State and Federal
1164 legislatures, every Judge on every County, State, and Federal bench from here to
1165 Washington DC, learning that each of you by name are at the very least GUILTY as
1166 ACCESSOREIS to this CRIME, where with your passivity, you STOOD BACK AND
1167 WATCHED while I was being MURDERED by your colleagues, drowning in a lake of
1168 unconscionable judicial corruption, with Attorney Virginia Lee Story stomping up and
1169 down on my shoulders, while Chancellor Michael W. Binkley held my head under water.
1170 As ALL that I BEGGED FOR was to be allowed to LEAVE YOUR STATE and SEEK
1171 REFUGE 600 MILES AWAY IN MICHIGAN, without ANYONE in Tennessee KEEPING
1172 A NOOSE AROUND MY NECK ANY LONGER!

1173 So that THOUGH you have ROBBED and RAPED ME, at least I can MOVE
1174 FORWARD and TRY TO enjoy the years I have left with MY MOTHER, and obtain some
1175 sort of EMPLOYMENT AGAIN, WHICH IS NOT POSSIBLE AS LONG AS THIS
1176 ABSOLUTELY ABSURD AND FRAUDULENT ORDER OF PROTECTION IS HANGING
1177 AROUND MY NECK!

1178 The REASON Judge Binkley and Attorney Story WANT TO KEEP THE
1179 FRAUDULENT OP stating that it's purpose is to protect my EX-WIFE, is for their own
1180 FEAR that I WILL EXPOSE THEIR CRIMES TO THE WORLD, as I have before brought
1181 multi-million dollar companies to their knees for harming my family! Their FEAR (and
1182 rightfully so), is that the first THREE PAGES OF GOOGLE for any of their names, Binkley,
1183 Story, Chancery Court, Williamson County, Tennessee Justice, will populate with
1184 GRAPHIC DETAILS OF THEIR CORRUPTION, thousands of photographs and videos
1185 showing all the WORK and customization that I had sown into BOTH of my Tennessee
1186 homes, yet they clenched away as though I OWNED no interest in ANYTHING, without
1187 so much as DUE PROCESS!

1188 So far EVERY ACTION filed by Ms. STORY against me, is based upon LIES, and I
1189 will go LINE BY LINE and PUBLISH THE TRUTH CALLING HER OUT FOR EACH AND
1190 EVERY LIE! She stood in Court and even made completely FALSE statements about
1191 LAW, saying that surely a property can't remain encumbered by a LEASEHOLD
1192 INTEREST, when that is EXACTLY what happens with a LEASEHOLD INTEREST! You
1193 MUST DISLOSE THE LEASE prior to sale, and the new owners must HONOR THE
1194 LEASE THROUGHOUT THE DURATION, except if very precise circumstances take
1195 place, whereby the tenants are still guaranteed a 90-day notice by FEDERAL LAW!

1196 The Federal "Protecting Tenants at Foreclosure Act" – PTFA (12 U.S.C. § 5201 and
1197 following) provides protections to bona fide tenants who have a lease as well as those who
1198 don't, like month-to-month renters. In most cases, tenants who enter a lease before the
1199 notice of foreclosure **may stay in the home until the end of the lease term.** But if
1200 the buyer who purchased the property at the foreclosure sale **intends to move into the**

1201 **home**, that buyer may terminate the tenants' lease after giving **90 days' notice**. (But an
1202 INVESTOR, who wants to “flip” the property, MUST BY FEDERAL LAW ALLOW THE
1203 TENANTS TO REMAIN UNTIL THE END OF THEIR LEASE, PROVIDED THEY
1204 MAINTAIN THE ORIGINAL TERMS AND PAYMENTS TO THE NEW OWNER!

1205 Somehow Chancellor Michael W. Binkley and Attorney Virginia Lee Story acted as
1206 though they know nothing about such LAWS, or even Tennessee’s “Landlord and Tenant
1207 Act”, and tossed the tenant’s into the street! Even though one of them was 62 years old,
1208 and had some sort of medical condition like dialysis, where he left a bunch of odd needles
1209 with tubing connected, and was angry because he had nowhere to move for TWO MORE
1210 WEEKS until his next rental was available, and he had no money for temporary
1211 accommodations at a motel or weekly, so he told me that he would going to be forced to
1212 become HOMELESS for the next TWO WEEKS, living out of his TINY LITTLE CAR!

1213 If this ever makes it to Federal Court, I’m going to seek \$20k for each of my tenant’s
1214 whose HUMANITY was not considered, and whose rights were not just violated, but
1215 ignored and pretended not to exist. As Attorney Virginia Lee Story stood in Chancellor
1216 Michael W. Binkley’s Court Room on 8/1/2019 and said that in essence black was white
1217 and white was black, and Chancellor Binkley just sat there looking intently and trustingly
1218 upon her, nodding his head, making sounds of agreement. While it was all COMPLETELY
1219 THE OPPOSITE OF BOTH STATE AND FEDERAL LAWS! At what point does this
1220 become ABSURED enough to TAKE ACTION even if I’m INCAPABLE OF WRITING A
1221 LEGAL BRIEF, TO FIGHT IT OUT WITH MS. STORY like gladiators in an ancient
1222 Colosseum?

1223 I read the Tennessee Constitution, and I must tell you, I saw no mention of
1224 REQUIRED PROCEDURES PRIOR TO OBTAINING JUSTICE! I haven't had time yet to
1225 read the ENTIRE judicial CANNON, but even in the first couple of Canons, JUDGE
1226 BINKLEY SHOULD HAVE RECUSED HIMSELF FROM THIS CASE FOR THE
1227 APPEARANCE OF INPROPRIETY DUE TO HIS CLOSE RELATIONSHIP WITH MS.
1228 STORY! Likewise, CHANCELLOR BINKLEY HAS A RESPONSIBILITY NO HOLD MS.
1229 STORY ACCOUNTABLE TO THE LAW, not to just grin and nod while she spoke the exact
1230 opposite of the Law. Furthermore, upon my complaints to the Court about the
1231 MALICIOUS AND ABUSIVE LITIGATION by Ms. Story, Judge Binkley SHOULD HAVE
1232 HALTED PROCEEDINGS AND HELD A HEARING TO EXPLORE MY ACCUSATIONS
1233 TO DETERMINE IF MS. STORY WAS USING AN UNNECESSARILY HEAVY HAND,
1234 BEING MORE LITIGIOUS THAN NECESSARY, ACTING UNFAIRLY, LIEING ABOUT
1235 EVERY SINGLE ACTION WHICH SHE BROUGHT TO COURT TO AMBUSH ME WITH,
1236 while INTENTIONALLY EXPLOITING MY KNOWN AND FULLY DISCLOSED
1237 DISABILITIES! First for LEVERAGE to BIND AND GAG ME, while RENDERING ME
1238 POWERLESS TO DEFEND MYSELF, then just for FUN, to PUNISH ME FOR CALLING
1239 HER A THIEF!

1240 My case is a SUPER SIMPLE case for the COURT to INVESTIGATE for
1241 CORRUPTION or FOUL-PLAY by MEMBERS OF THE COURT (only TWO 30-minute
1242 hearings, where I was ONLY allowed to SPEAK for 7.1 MINUTES, while I have detailed
1243 RECORDS, every communication, I have no secrets and am willing to turn over every
1244 communication with each and every party, not even needing any protections for
1245 "attorney/client privilege" (as long as an UNBIASED party is investigating to seek the

1246 TRUTH), along with 40GB of SUPPORTING EVIDENCE! Evidence which will PROVE
1247 (even if it takes until my dying breathe, while she stands on my chest), that she is every
1248 bit as CORRUPT as I have said that she is, and a whole lot more!

1249 Now, my MARRIAGE and DIVORCE was COMPLICATED, which is why nothing
1250 that Ms. Story filed with the Court had ANYTHING to do with what really happened in
1251 either my marriage or my divorce! Instead, she went for the sensational “DECOY
1252 DIVORCE” which made me a MONSTER, my ex-wife a VICTIM OF “EMOTIONAL
1253 ABUSE” (when that TERM was never once uttered or heard during our 15-years together,
1254 in counseling, church, or anywhere else!) That was a TERM which my ex-wife LEARNED
1255 from ATTORNEYS after she secretly unilaterally decided that she wanted to KEEP
1256 EVERYTHING and DISCARD ME! (That was how it started, but in the end regretfully she
1257 burned everything, just so that she could STILL DISCARD ME.)

1258 Our “Collaborative Divorce” professional “Sandy Arons” told that term can be
1259 especially troublesome in a divorce, depending upon the weight the JUDGE gives it,
1260 because it can be used to “justify” a lot of otherwise irresponsible and erratic behavior.
1261 (Like taking on a second residence, when you can’t afford it, and there is no need to, you
1262 are one of two people living peacefully in a 2,500 Sq.Ft. home, and surely with some
1263 boundaries set you can continue to peacefully reside there until a wise exit strategy is
1264 worked out, without catapulting the family into debt, and eroding our equity in our
1265 home.)

1266 I asked Sandy Arons how does a Judge KNOW if someone is LYING about whether
1267 or not they have been “abused”. She told me that most Judge’s have seen it all and KNOW

1268 that if a couple have remained together for 15-years as we had, while complaints about
1269 abuse only came after the divorce was announced, then Judge's can see through that!

1270 Not Chancellor Michael W. Binkley though, instead he PILED ON TOP OF IT,
1271 asking if Ms. Fenton could be an "INNOCENT SPOUSE" in her problems with the IRS,
1272 when we NEVER had any PROBLEMS WITH THE IRS, until MS. FENTON erratically
1273 locked me out of all our finances, and decided that she was smarter than me and would
1274 handle all of our finances and taxes herself. Then the IRS came after her.... For reasons
1275 that she is still to PROUD to tell me. I promise you; it wasn't from any FINANCIAL
1276 WRONGS ON MY PART!

1277 While Ms. Story responded to the Judge, that Ms. Fenton would PROBABLY
1278 qualify under the "INNOCENT SPOUSE" rules of the IRS, but that she just wanted to
1279 move forward, because this was such a toxic marriage.

1280 Actually, it WASN'T A TOXIC MARRIAGE, IT WAS A TOXIC DIVORCE! Because
1281 Ms. Fenton learned that she was responsible for paying me approximately \$20k per year
1282 in alimony for a duration of 6-years, then since she dragged her feet screwing around with
1283 her first attorney, rather than participating in a COLLABORATIVE DIVORCE as it is
1284 intended, Ms. Fenton MISSED the deadline to allow us to complete the divorce by the end
1285 of 2018, which meant that thanks to Trump's new tax laws at the start of 2019, that she
1286 could NO LONGER WRITE-OFF ALIMONY AS A TAX DEDUCTION! (She would have
1287 been "grandfathered" for all six years, if we completed the divorce within 2018.)

1288 Then came the REALIZATION on the next two pages, and I knew that Ms. Fenton
1289 was planning to SABOTAGE any chances I had at alimony.

1290 In ADDITION to that bit of info, Ms. Fenton also KNEW and TOLD me in a text a
1291 YEAR EARLIER, that her BOSS and owner of their firm was planning to RETIRE when
1292 their office Lease was up in May of 2020. So I knew that Ms. Fenton was going to take a
1293 professional NOSE DIVE somewhere around the SAME time that her boss had planned
1294 to retire.

1295 So MY GOAL was to get roommates, try to get some vocational training and a JOB
1296 to come as close to cash flowing the home on my own, BEFORE MS. FENTON
1297 INTENTIONALLY SELF-DESTRUCTED to DOGE paying me any alimony!

1298 The ONLY thing that I didn't see coming a YEAR IN ADVANCE, was Ms. Fenton's
1299 decision to FILE FOR BANKRUPTCY! I knew that she was willing to sacrifice MY
1300 CREDIT, but I honestly never expected for her to sacrifice her OWN CREDIT. That was
1301 where she caught me OFF GUARD!

1302 So a highly paid MIT scholar and licensed architect, with roughly \$100k per year
1303 income, filed for bankruptcy on what amounted to a little more than \$40k worth of
1304 unsecured debts, while specifically requesting her in bankruptcy filing to forfeit OUR
1305 JOINTLY DEEDED AND INVESTED HOME (with my premarital retirement, proceeds
1306 from my premarital home, my life's savings and every penny since, combined with nearly
1307 a decade of CORE IMPROVEMENTS (about \$200k worth in all), which I will show mind
1308 blowing PICTURES OF so that people can no longer DISCOUNT my INVESTMENT into
1309 our marital home!

1310 While YES, she has had narcolepsy since I've known her, and it has been well
1311 managed with medication for the past decade. But what REALLY turned-up the
1312 temperature on EVERYTHING in our lives, was when Ms. Fenton came down with an

1313 early and SEVERE case of MENOPAUSE, which I have several emails and texts where she
1314 describes in great detail how that has destroyed her ability to SLEEP as well as her quality
1315 of life.

1316 The MENOPAUSE problems began about five years before she left me, while I
1317 credit it for about 25% of the ANGST between us and as a major contributory factor to our
1318 divorce. But after Ms. Fenton moved out, to her apartment, the menopause got so bad
1319 that she began HORMONE THERAPY, and that was when the hormone therapy
1320 CONFLICTED with her medication for NARCOLEPSY, thereby making EVERY NIGHT
1321 OF SLEEP SINCE, horrific, as she describes in great detail in some of the texts she sent
1322 me, as recently as a month or two prior to hiring Ms. Story to ACCUSE ME and MY
1323 EMOTIONAL ABUSE as the source of her health problems, her inability to sleep, and her
1324 physical frailty.

1325 I believe that another SIGNIFICANT COMPONENT, is ALL THE FRAUDULENT
1326 ACTIONS that she has taken to DESTROY EVERYTHING that we BOTH HAD EVER
1327 OWNED OR BUILT TOGETHER, combined with the fear and anxiety, that she could go
1328 to prison or lose her professional license for bankruptcy fraud, as that was a TOTAL
1329 SETUP, to simply STEAL MY HOME AWAY FROM ME, since it was JOINTLY DEEDED,
1330 but the mortgages were in her name. I made endless offers for a peaceful resolution to
1331 migrate our home for either of our use, but none of them left me penniless and homeless,
1332 so NONE of them were GOOD ENOUGH! She got excited about a few offers, where I tried
1333 to give her my equity, but then depression would set back in and she would bounce back
1334 that she couldn't afford the house on her own while paying my alimony. I offered
1335 repeatedly to LOWER the alimony payments, because I wanted so badly for her to keep

1336 what started off as “the house of HER DREAMS”, but she would get excited then crash
1337 with depression and hopelessness again (her lifelong demons, since her preteen years).

1338 Around January of 2019 I invited her to a counseling appointment with me,
1339 because SHE WANTED TO REMAIN FRIENDS, but I didn’t see HOW THAT WAS
1340 POSSIBLE under the circumstances, regardless of how badly I wanted it to be possible.
1341 So I offered to allow Ms. Fenton to come see my Counselor, and a signed a release for my
1342 Counselor to tell Ms. Fenton ANYTHING THAT SHE WANTED TO KNOW ABOUT ME,
1343 to answer her EVERY QUESTION! Ms. Fenton JUMPED at the opportunity to attend
1344 Counseling with me, when I offered it to her. Regretfully, in the end, Ms. Fenton was angry
1345 and yelling at my Counselor that I KEEP WORRYING ABOUT HER, AND TRYING TO
1346 MAKE A MORE ADVANTAGEOUS PATH FOR HER in our divorce... offering her our
1347 home, or my equity in our home to help buy her a condo, instead of leaving her in a dead
1348 end apartment where she had no tax write-offs, and made too much money not to have
1349 any tax write-offs. I still didn’t understand just how dramatically, or permanently, she
1350 PLANNED to “crash and burn”. I was trying to give her some INCENTIVE to continue to
1351 pursue and grow in her career. She told my Counselor how absurd she thought that it was
1352 that I had no job or anywhere to go, but I was still more concerned about her quality of
1353 life after our divorce was final. I SO WANTED to leave her in a better place than I found
1354 her in! But she wouldn’t let me! She yelled at my Counselor that I needed to “quit worrying
1355 about her and start worrying about myself!”

1356 I had spent the past 15-years fighting every battle that I could for her, which were
1357 most of her battles. I had publicly taken the blame for things she or we had done wrong.
1358 Her PRIDE is another stronghold in her life, so it is CRITICAL to her that people think

1359 the best of her. While I don't put much stock in what people think about ME, so I would
1360 carry her shame and blame wherever I could. In the end, it unintentionally made me the
1361 perfect pansy, while she was the one person that I never thought once about protecting
1362 myself from, prior to her secret divorce.

1363 Everything I had in life were invested into HER and OUR HOME, and now I have
1364 lost both. Then came Attorney Virginia Lee Story who demonized me before I ever entered
1365 Court, made outrageous claims about my person and spoke about me as if I was a monster,
1366 and within that first trial on 8/1/2019, Chancellor Binkley replied: **"WHO WILL**
1367 **CONTROL MR. FENTON"** tried to rwhat was going to was yelled at my counselor that

1368 **In**

1369

1370 and State benches how it could come Binkley in Tennessee I have YET to meet an
1371 impartial tribunal

1372 which I was denying me the legal rights I was BORN WITH in this wonderful
1373 Country! of on my "bad actors" list those who have worked with her to deprive me of my
1374 rights, and apparently Attorney mentor and and bring back with me some JUSTICE to
1375 help protect other disabled AND Pro Se litigants within Williamson County! If you can
1376 listen to an attorney and a Judge BASH on somebody, threaten them, harass and abuse
1377 them right in the Court Room, while everything they say is the OPPOSITE of what was
1378 said in the previous hearing where I had Counsel, then frankly you are a part of the
1379 problem, not part of the solution, and all the more reason that a FEDERAL
1380 INTERVENTION IS REQUIRED!

It is NOT “my word” against “theirs”, I have provided you with audio recordings, transcripts, and mountains of EVIDENCE, all of which has not motivated a single hair to REACH OUT AND HELP THE INJURED PARTY!

If for no other reason, I can GUARANTEE that Attorney Virginia Lee Story had exparte’ communications with Chancellor Binkley regarding my case, because whenever I called Ms. Story’s OFFICE TO TALK WITH HER, she had her staff tell me that Judge Binkley expressly instructed her NOT TO SPEAK WITH ME OVER THE PHONE, to only communicate with me via email. While I PROMISE YOU, that was NEVER SAID IN A COURT ROOM WHICH I WAS IN AT THE TIME, nor will you find it on any of the Court Transcripts!

Any person who is willing to walk past a drowning man, obviously held down by the forces of SECRECY, INEQUALITY, DECEIPT, PERVERTED APPLICATIONS OF LAW, DARKNESS, needs to be removed from power so that someone with the MORAL FIBER to **INJUSTICE**, in Williamson County

CONTINUE TO FII am not seeking another extension to correlate with the Supplementation and Correction of the Record, but would like that information on Record to reference as it should be and was meant to be, before I was violently torn from my home with only three-days’ notice, under the false allegations of Appellee’s Counsel in Court on 8/29/2019, that otherwise I would “dissipate marital assets”. Although I had reached-out to Ms. Story the day BEFORE trial, simply to touch-base, to advise her regarding the progress on my ONE AND DONE filing, to

determine when, where, and how she preferred that I provide her a copy, to ensure that I didn't accidentally cross paths with Ms. Fenton, violating the OP Exparte' in place. The language, tone and flow of my email were genuinely kind, courteous, respectful, and inviting. (I started off being really NICE!)

In that email I had already exhaustively explained the TRUTH about the concerns she had expressed to my prior Counsel, Charles M. (Marty) Duke, regarding MY "dehumidifier" and OUR MARITAL Sony Bravia 55" TV. Unfortunately, to my tremendous harm, Ms. Story still chose to mislead the Court about both the following day, during my 8/29 trial.

Which in my understanding of the Court Order it appears to me that I was harshly punished by Chancellor Binkley during the 8/29/2019 hearing in reaction to Ms. Story's incorrect and misleading claims about the "dehumidifier" and "TV". Further stating that I was "Dissipating Marital Assets", which clearly wasn't true, as there was no more PERSONAL PROPERTY which remained at the residence to be divided. As we had been separated for a YEAR already, Ms. Fenton had long ago taken most of her Personal Property, having both filled-up her apartment plus one or two storage units with HER share of what was previously our personal property. That matter was completely settled, as is specifically stated on Page-2 of Ms. Fenton's "COMPLAINT FOR DIVORCE", drafted and filed by Ms. Story's office. After which, for some reason, MY PERSONAL PROPERTY kept being treated as if it were OUR MARITAL PROPERTY or "ESTATE". However, if that were the case, then Ms. Fenton would need to first return all HER

PERSONAL PROPERTY (from her apartment and storage unit(s)) in order for that to ever be FAIR.

The image above is from Technical Record Volume-1, Page-2. I reminded Ms. Story numerous times about this, appearing to be some “sleight-of-hand” to me, confused and upset by the repeated threats of “converting” MY personal property, without including any of Ms. Fenton’s personal property, as part of our “MARITAL ESTATE”.

IV.

Plaintiff would show that the parties have no assets other than personal property which has been divided with the exception of a few items. Husband and Wife have lived separately since April 2018.

My understanding from the 8/1/2019 Court Order (TR.v1 (110-112)), as explained to me by my temporary Counsel Attorney Mitchell Miller, the Order allowed me to both TAKE my personal property with me and/or to SELL it to meet my immediate NEEDS. It was the only means granted by the Court to satisfy the financial shortfall suffered because of the Court abruptly terminating my rental income, which was my only means of support at that time.

However, at the 8/29/2019 hearing, where I could no longer afford Counsel to represent me, having already lost my home by Court Order while learning that Appellee had already secretly filed for bankruptcy, thwarting my hope of receiving any promised alimony from her. I simply had no financial means, prospects, or leverage left, no remaining assets or support moving forward, from which I could reasonably expect to be able to continue paying Counsel.

As such, while knowing how detrimental that would prove to me, I could find no alternative other than representing myself “Pro Se” during the 8/29/2019 hearing, and through every action to follow. At which point, during my hearing on 8/29/2019, it appeared to me, that every provision and protection which I was afforded during my 8/1/2019 trial, instantly and irrevocably vanished.

As a result of Ms. Story’s alarmist claims, testimony, and requests in Court, all within less than 30-minutes, I left the “Old Williamson County Courthouse” in Franklin Tennessee, with my forced eviction from my home FIVE DAYS later on 9/3/2019, while DENYING me the right to take ANY of MY personal property with me, while requiring me to “TAG” every item (of MINE) which I HOPED to KEEP (literally being THOUSANDS OF ITEMS, nearly EVERYTHING THAT I OWNED, which is WHY I OWNED IT), as Ms. Story demanded, since that was what the Court Required of Ms. Fenton. But Ms. Fenton owned less than a DOZEN items remaining at the property, needing to be “TAGGED”. (Hence I believe that was a proverbial death sentence for me, which was literally impossible for me to complete, along with everything else required for me to be able to immediately and unexpectedly move 600-miles away to seek shelter with my mother, in the unfinished BASEMENT of her 780 SqFt Home in MICHIGAN.)

While at Ms. Story’s urgent request, the Court Ordered the WCSO to physically escort me out of my home and off of my property, on Tuesday September 3rd, at 12 NOON, (with only FIVE DAYS NOTICE, contrary to Ms. Story’s incorrect claims that I had thirty plus days of notice) while checking to ensure that I didn’t remove anything from MY HOME other than a carload of my clothes, my toiletries, and my medications, as ordered by the Court.

When the four WCSO Deputies arrived on Tuesday September 3rd at Noon, I had been awake SINCE COURT on 8/29/2019, frantically trying to TAG all MY STUFF which I WISHED to KEEP, while THREE of those days were spent assisting my roommates with moving OUT and moving furniture, while one of my roommates (Jesse), a gentleman of 62 years of age, I discovered has serious medical problems, which I was previously unaware of. As a result of the 8/1/2019 Court Order, Jesse was forced to become HOMELESS, living in his tiny car for a week or two, until his replacement rental would be ready. Jesse complained that he did not have the money for a weekly motel or other temporary shelter (nor did I), that he simply had NO WHERE TO GO. I allowed him to remain in my home until my very LAST day, but I could not CLEAN the dishes, the kitchen, his sheets, or his bedroom until he vacated the premises.

I felt horrible, having promised him in his 1-YEAR lease that he would never have less than a 90-day notice. Although the Court was informed of Jesse's and Chris's leasehold interests, having wanted my tenants to vacate within TEN days at first, thirty days was the absolute most notice which the Court would allow.

Despite my compassion and desire to show more care for Jesse, I was finally forced to demand that he leave, threatening to otherwise carry his personal effects out to the driveway myself. Jesse left behind a bunch of medical IV type equipment in his closet, which I had never seen before. I felt even worse, regarding his situation, but I was in no position to save myself, let alone to help Jesse.

Incidentally, this was against FEDERAL LAWS also. Although Ms. Story made one untrue claim after another, the reality is that it only takes ONE OWNER OF A PROPERTY, THE ONE WHO

CURRENTLY HAS POSSESSION, to enter a legally binding Lease Agreement. (I spoke with Real Estate Attorney Judy Wells prior.) While if a home is SOLD or enters FORECLOSURE while a LEASE is still active, that TENANT IS FEDERALLY PROTECTED FOR A MINIMUM OF 90-DAYS OR THE REMAINING DURATION OF THEIR LEASE, WHICHEVER IS GREATER!

Finally, I only had 24-HOURS remaining in MY HOME BY MYSELF to CLEAN-UP after they left, while still having hundreds if not thousands of items yet to be “TAGGED”.

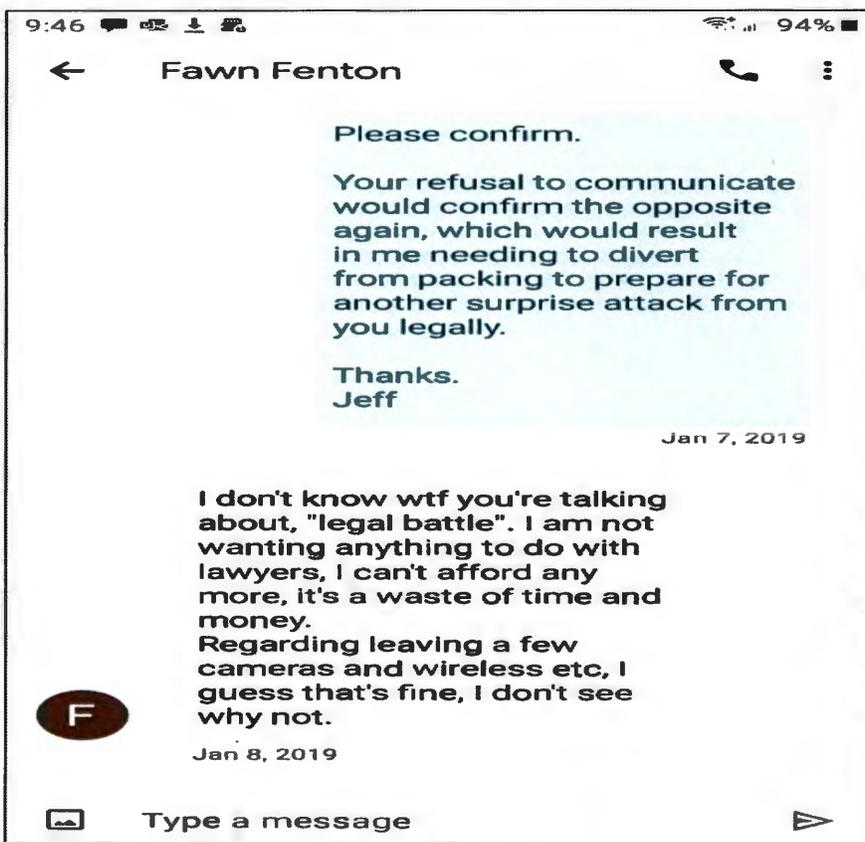
In an attempt to try to help stage the property better, I had Chris (my more robust 55-year old roommate) help me carry one of the beds into the bedroom where I thought it would look best. At the very end I RUSHED and WASHED ALL THE SHEETS, TOWELS, DISHES, AND LINENS, but I simply ran out of TIME before folding it all, putting it all away, and making all the BEDS. Since Chris vacated a day earlier, I was able to clean his bedroom, but I simply did not have TIME to clean Jesse’s bedroom, though I did wash his sheets and pile them on his bed. Having a little more time with my own bedroom, I made sure that my new bed was neatly made with fresh sheets.

All to later learn that my efforts were for nothing, as horrible accusations were made about the condition which I left our home in, without the slightest consideration for my real challenges as I attempted the literally impossible task requested by Ms. Story and Ordered by the Court. Requiring that I “TAG” every item which I hoped to keep! While vacating my home and the State of Tennessee, where I had 25-years’ worth of relationships to say “goodbye” to, while only having TIME for a couple. I believe that was a completely unreasonable request and order, as I HAD NEVER OFFERED TO FORFEIT ANYTHING WHICH I OWNED! There was NO NEED for

me to “TAG” anything! (Which I voiced to Ms. Story, without any indication that she cared, as she refused to relinquish any demands.)

That language was entirely created and driven by Attorney Virginia Lee Story. It all seemed so violently assaultive, unfair, unnecessary, and unreasonable to me, since Ms. Fenton had MONTHS to move out, as I had gently assisted her day after day, with a carload at a time, or at whatever pace she chose. In contrast, I was forbidden from even taking my brand-new BED, which my mother had purchased for me just a couple of months prior, clearly never being “marital property” of any sort! While again, the issue of DIVIDING OUR PERSONAL PROPERTY was settled on PAGE-2 of Ms. Fenton’s COMPLAINT FOR DIVORCE! So, by what justification was all this damage caused to me and Jesse?

Rather than “rant” about who did what when and what that revealed their real MOTIVES to be, along with citing each instance of subsequent harm I suffered, I believe that it will be easier for you to understand (and less offensive), if I simply SHOW YOU. Although this is a lot of material, I know of no better way to EXPOSE the TRUTH, than to SEQUENTIALLY SHOW my communications with Ms. Story below, both in COURT as well as via email, often immediately before or after Court. While I believe that the “in court” and the “outside court” narratives are



almost polar opposites. But please do not take my word for it, it is a quick read, and the “STORY” speaks for itself (please determine which of us operated in “good faith” throughout, even if not always politely):

1381

AMENDMENT XIV

Passed by Congress June 13, 1866. Ratified July 9, 1868.

Note: Article I, section 2, of the Constitution was modified by section 2 of the 14th amendment.

Section 1.

All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and of the State wherein they reside. No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.

Section 2.

Representatives shall be apportioned among the several States according to their respective numbers, counting the whole number of persons in each State, excluding Indians not taxed. But when the right to vote at any election for the choice of electors for President and Vice-President of the United States, Representatives in Congress, the Executive and Judicial officers of a State, or the members of the Legislature thereof, is denied to any of the male inhabitants of such State, being twenty-one years of age,* and citizens of the United States, or in any way abridged, except for participation in rebellion, or other crime, the basis of representation therein shall be reduced in the proportion which the number of such male citizens shall bear to the whole number of male citizens twenty-one years of age in such State.

Section 3.

No person shall be a Senator or Representative in Congress, or elector of President and Vice-President, or hold any office, civil or military, under the United States, or under any State, who, having previously taken an oath, as a member of Congress, or as an officer of the United States, or as a member of any State legislature, or as an executive or judicial officer of any State, to support the Constitution of the United States, shall have engaged in insurrection or rebellion against the same, or given aid or comfort to the enemies thereof. But Congress may by a vote of two-thirds of each House, remove such disability.

Section 4.

The validity of the public debt of the United States, authorized by law, including debts incurred for payment of pensions and bounties for services in suppressing insurrection or rebellion, shall not be questioned. But neither the United States nor any State shall assume or pay any debt or obligation incurred in aid of insurrection or rebellion against the United States, or any claim for the loss or emancipation of any slave; but all such debts, obligations and claims shall be held illegal and void.

Section 5.

The Congress shall have the power to enforce, by appropriate legislation, the provisions of this article.

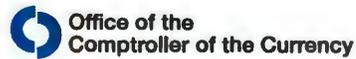
**Changed by section 1 of the 26th amendment.*

Comptroller's Handbook

Consumer Compliance

Protecting Tenants at Foreclosure Act

Version 1.0, March 2020



DUE TO COVID-19

I NEED to get a JOB from HOME
Because of my Mother's Health
Which I CAN'T DO with this STUPID OP!
Please have the OP REMOVED and
EXPUNGED or Start Sending Me
SUPPORT PLEASE!

ASTHMA, ALLERGY AND IMMUNOLOGY CENTER

S. Anne, M.D. R. Botta, M.D. I. Badr, M.D. R. Mahajan, M.D. H. Azzam, M.D.

Patient Name: Marsha Fenton
Visit Date: 7/2/2020

Thank you very much for letting me participate in the management of Marsha Fenton, who was seen by telephone consultation on 07/02/20. Marsha states that her IgA deficiency has been stable. She denies any upper or lower respiratory tract infection. She has been following strict avoidance measures from exposing to the COVID-19 infection. She is wearing the mask. She is staying home. Her son also stays with her, who is not working at this time. She denies any fever, chills, or rigors. She denies any upper or lower respiratory tract infection.

PHYSICAL EXAMINATION: Deferred at this time since this was done by telephone consultation.

IMPRESSION: Ms. Marsha Fenton has:

1. IgA deficiency, and
2. Chronic rhinosinusitis.

RECOMMENDATIONS:

1. Marsha is prone to develop recurrent infections. Therefore, I advised her to follow strict isolation measures from exposure to COVID-19 infection.
2. Since her son stays with Marsha, I strongly recommend that her son should do his work from home since it will reduce significantly the risk of exposure of Ms. Fenton to the COVID-19 virus.
3. A follow-up appointment has been scheduled in one year but I advised her to contact me as soon as the pandemic is over for further evaluation and treatment.

Signed Electronically By Suresh Anne, MD
Signed Date: 7/3/2020 9:16:00 AM

E-Faxed to Ravikumar Peddireddy, MD On 7/3/2020 9:16:00 AM

ARGUMENT

MS. FENTON'S ATTORNEY'S FEES

1382 Followed by the "Conclusion" that the costs be taxed to the Appellant and "Appellee
1383 awarded her attorney's fees." So far every Court action to date has "awarded" the Appellee
1384 her attorney's fees, yet I have never seen a single bill for Ms. Story's services, or for the
1385 rest of Ms. Fenton's legal entourage, while abandoning me with nearly \$100k of truly
1386 MARITAL DEBTS in my name, refusing me funds previously promised by Ms. Fenton for
1387 EQUIVELANT COUNSEL to represent ME (as I have PROOF PROMISED)! As further
1388 evident in this brief email to me by Ms. Story on this topic:

On Nov 12, 2019, at 9:03 AM, Virginia Story <virginia@tnlaw.org> wrote:

Mr. Fenton,

We did not request an award of attorneys fees. Please refer to the Final Decree sent to you there is no Judgement against you for fees.

Ms. Fenton will pay her fees.

Thanks,

Virginia

1389 I suspect this is because “they” don’t even want me to KNOW how many tens-of-
1390 thousands or hundreds-of-thousands of dollars Appellee’s wealthy disgruntled family
1391 spent to abruptly DISCARD me penniless and homeless, without ANY financial
1392 responsibility or care for my basic minimum necessities, such as replacement shelter
1393 (after having TAKEN MY HOME BY FORCE – WITHOUT DUE PROCESS), refusing me
1394 the slightest bit of vocational training, support for food, healthcare, continued
1395 medications, car insurance and gas as I try to transition back into having an hourly job
1396 again for the first time in nearly 15-years.

1397 After Appellee unilaterally chose to voluntarily forfeit OUR HOME, in which I had
1398 invested the totality of my life’s work, earnings, and even my premarital retirement
1399 savings. While Appellee intentionally DENIED ME ANY legal or ethical NOTICE, while
1400 even refusing to acknowledge or answer my direct questions regarding the matter (which
1401 is how I KNOW it was “intentional”). Appellee, along with her teams of counsel,
1402 specifically sought to deprive me of ANY OPPORTUNITY to attempt to save my

1403 PROPERTY INTEREST, or even to allow me to mitigate my losses, as is demanded in the
1404 14th Amendment for EVERY United States Citizen!

1405 At 50 years of age, both Ms. Fenton and the State of Tennessee OWED me more
1406 than being dumped off the side of a cliff into the trash, with absolutely no opportunity to
1407 obtain vocational training and transition back into the workforce, to support myself again.

1408 ➤ This is a BASIC inalienable RIGHT as a HUMAN BEING, as defined by the
1409 UNIVERSAL DECLARATION OF HUMAN RIGHTS, honored even by
1410 POOR THIRD-WORLD COUNTRIES, in Article 25:

1411 ➤ Everyone has the right to a standard of living adequate for the health and well-
1412 being of himself and of his family, including food, clothing, housing and
1413 medical care and necessary social services, **and the right to security in the event**
1414 **of unemployment, sickness, disability, widowhood, old age or other lack of**
1415 **livelihood in circumstances beyond his control.**

1416 ➤ **EVEN THE LEAST OF THE NATIONS GLOBALLY GRANT IT'S PEOPLE THIS**
1417 **BASIC RIGHT TO AID SURVIVAL DURING AN EMERGENCY **BEYOND****
1418 **ONE'S CONTROL**, which is EXACTLY what I experienced in Brentwood
1419 Tennessee! **An EMERGENCY WHERE I NEEDED AID TO SURVIVE,**
1420 **DUE TO CONDITIONS FORCED UPON ME, WHICH WERE WHOLY**
1421 **BEYOND MY CONTROL!**

DECLARATION

I, JEFFREY RYAN FENTON, declare under penalty of perjury that the foregoing is true
[Insert Appellant/Appellee or counsel]

and correct to the best of my knowledge.

Respectfully submitted on: 1/19/2021



[Signature of Appellant/Appellee or counsel]

JEFFREY RYAN FENTON (pro se)

17195 Silver Parkway, #150

Fenton, MI, 48430

jeff.fenton@live.com

(P) 615.837.1300

(F) 810.255.4438

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing was forwarded either via U.S. mail, faxed, emailed, hand-delivered, and/or shipped by courier to:

Virginia L. Story
136 4th Ave. South
Franklin, TN 37064
Fax: (615) 790-7468
Email: virginia@tnlaw.org

Clerk & Master
P.O. Box 1666
Franklin, TN 37065-1666
Fax: (615) 790-5626
Email: elaine.beeler@tncourts.gov

Court of Appeals
100 Supreme Court Building
401 Seventh Avenue North
Nashville, TN 37219-1407
Fax: (615) 532-8757
Email: appellatecourtclerk@tncourts.gov

Forwarding Date: 1/20/2021



JEFFREY RYAN FENTON (pro se)

RE: TN Courts: Help Request Form - Appeal to Supreme Court (REQUEST TO ESCALATE CASE FROM AP...

File Message Help Acrobat

RE: TN Courts: Help Request Form - Appeal to Supreme Court (REQUEST TO ESCALATE CASE FROM APPELLATE T...



Jeff Fenton [Redacted]
To Jim Hivner; Lisa Marsh; appellatecourclerk; elaine.beeler@tncourts.gov;
john.coke@tncourts.gov; appellatecourclerk
Cc Virginia Story; Kathryn Yarbrough; marybeth@rothschildbklaw.com; complaints@tbpr.org

Reply Reply All Forward

Tue 1/19/2021 11:47 PM

APPENDIX 14-2

You replied to this message on 1/20/2021 12:03 AM.
This message was sent with High Importance.

2021-01-17 Michigan Unemployment Insurance EXHAUSTED - NEED IMMEDIATE RELIEF OF OP TO WORK or SUPPORT, Restitution, Damages PLEASE.pdf 295 KB

2004-02-09 WHY Fawn LOVES Jeff with Markup (Redacted).pdf 65 KB

2004-04-28 Hunts Complaint Letter (Standing-Up for Fawn).pdf

The scanned version of this document represents an exact copy of the original as submitted to the Clerk's Office. The original has not been retained.

Hello Mr. Hivner,



Zillow

Edit Save

4 bd 3 ba 2,640 sqft

1986 Sunny Side Dr, Brentwood, TN 37027

Sold: \$540,000 Sold on 02/17/20 Zestimate®: \$559,311

Est. refi payment: \$2,293/mo Get current rates

Home value Owner tools Home details



(To need to spend 12-16 hours everyday sifting through remnants of the life that was STOLEN from you, just to GET FREE, do you KNOW HOW INHUMANE THAT IS? I have WASTED 4,000 HOURS of my LIFE this past year, SEEKING the SMALLEST DROP of JUSTICE!)

3/13/18, 6:42 PM to Fawn Fenton

So are you blaming me in the papers, or simply seeking a fair no fault divorce?

3/13/18, 6:43 PM to Fawn Fenton

Please put yourself in my shoes, and ask how you would survive this, if you were me.

3/13/18, 6:48 PM from Fawn Fenton

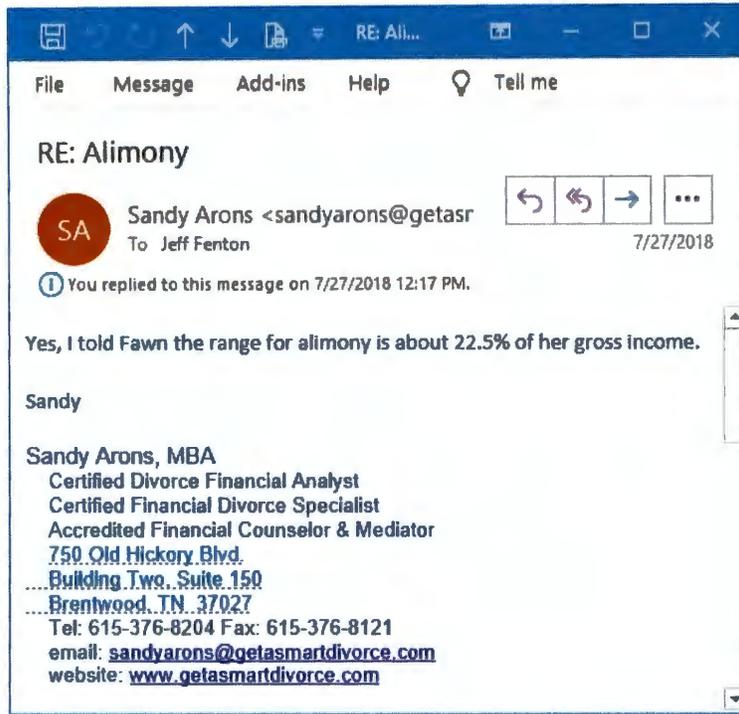
I know, I'm so sorry. I've tried to put up with the conflict for years, because I knew how devastated you would be if we broke up, and I didn't want to do that to you. But I just can't keep going, it's killing me inside.

3/13/18, 6:48 PM from Fawn Fenton

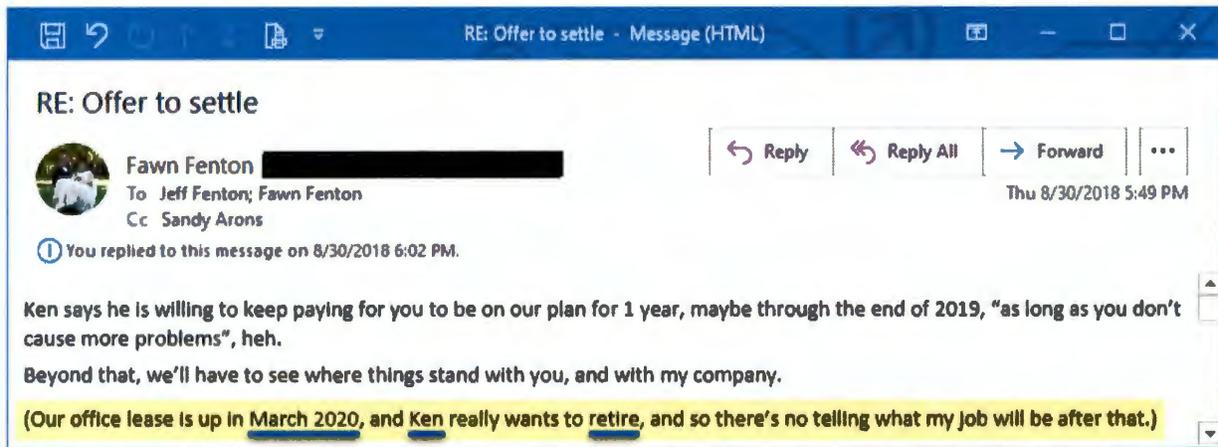
"Irreconcilable Differences."

3/13/18, 6:54 PM to Fawn Fenton

Conflict is always a choice. You can never have conflict without at least two people trying to dominate each other with their opinions.
Without two people committed to changing each other's minds, more than they are committed to the other PERSON.
You know a divorce isn't God's will for us, or the reason that he brought us together.
You want to keep all the good and throw away all the bad, when EVERYONE is a mixture of both good and bad.
That's what you could never accept. That your feelings aren't always accurate. That you are an emotional roller-coaster, especially since menopause began five years ago. You are relationally unable to commit to any path of progress, to believe there is ANY hope, to visualize and walk toward the light.
That breaks my heart! Since there isn't a dang thing that I can do about that!



Please forgive the fact that much of this was not written for "public release", it was a rough draft, choppy in places, and written for the free legal HELP website, as well as for the Board of Professional Responsibility and the Board of Judicial Conduct, whom I'll also forward this to, so please likewise download the files to have the evidence to proceed with my complaints.



Hopefully the Tennessee Supreme Court can resolve this minor issue of imminent important, without which I can't work with my mother's immunity disorder, so I need to work all day every day at somehow getting Williamson County's Noose off from Around my Neck. Some sort of "peaceful protest", political or legal action, or a cure of some sort. If this fails, then I need to escalate this to the United States Court of Appeals, because I can't wait years longer to be able to work, and I believe that I have a better shot with them than the Federal Court in Tennessee. The only down side, is that the ONLY Federal portion which has been heard so far by the Tennessee Federal Court, is Ms. Fenton's BANKRUPTCY. So my best chance is to file for Bankruptcy Fraud in the United States Court of Appeals for the Sixth Circuit. Then I believe that I'll be able to add the "Color of Law", 14th Amendment, HUD violations, ADA Exploitation and Abuse. I've spoken with the FBI, and I'm hoping to possibly have the "bad players" prosecuted under the RICO ACT, since this has created a financial burden upon another States financial resources and welfare system, totally without NEED.

I'd hate to risk the potential criminal consequences for Ms. Fenton to appeal her Bankruptcy for fraud, by not disclosing my financial interest and ownership in our HOME as well as ALL the personal property inside. While The Federal Court made judgments about MY PERSONAL PROPERTY (under horrible, manipulative faith, to supersede TN State Property Income and Assets protections, which I had properly filed).

Fawn Fenton

mobile

Thanks!

I was just reading about the 2018 tax code

Have you figured out the income tax ramifications of having no mortgage interest deduction (because you will live in an apartment), plus no spousal dependent (another lost \$12k write-off), plus not being able to write-off the alimony you pay me, combined with the new 2018 tax laws? (Not to mention the loss of the "business in home" and other MM write-offs)?

Seriously, I'm concerned for how you have and continue to set yourself-up for your future.

It looks to me, like you will have double the taxable income that you previously had, which won't likely change for 5-10 years, until you can afford to purchase another condo and complete paying my alimony

Have you really ran the numbers on all of this and considered for a moment if maybe there is some way for you to mitigate your tax losses?

It looks to me like you have created and are walking into the worst possible scenario tax wise, which will largely defeat much of the vocational success you've reached in recent years.

Am I missing something, misreading something, not understanding anything correctly? Have you discussed options with a CPA or even your brother, or someone with an MBA, or at least a tax professional?

I hate to see you screw yourself, especially to solely benefit Uncle Sam

Is there no better way of doing this?

Dec 22, 2018



Correct, my tax situation is going to suck for a very long time

Fawn Fenton (Mobile) • Dec 22, 2018

is there nothing we can do h

To help that?

Dec 22, 2018

Not that I know of.

Fawn Fenton (Mobile) • Dec 22, 2018



The Moment I KNEW!

Have you talked to your brother about it or asked an accountant?

Dec 22, 2018

Yes I've talked to mark and my dad. No haven't talked to an accountant 90k gross - 31k taxes - 21k alimony = 38k net Plus or minus

Fawn Fenton (Mobile) • Dec 22, 2018

No Incentive to Earn!

Goodbye Alimony!

Didn't your dad or Mark have any suggestions to bring down those insane taxes?

Dec 22, 2018

Nope This is why I cannot afford to keep house, and need sale to help pay down debts

Fawn Fenton (Mobile) • Dec 22, 2018



Yet the house would save you how much in taxes?

Debts are all from this year... how did we fall so far so fast?

Dec 22, 2018

Someday when alimony is done, I can get a job making only \$43k gross and have same net of +/- \$38k

Fawn Fenton (Mobile) • Dec 22, 2018

The Goal!

That is crazy... their must be a smarter way to spend all that you've worked for?

I really don't know what is worse, trying to manipulate bankruptcy fraud to solely INJURE the highly disadvantaged, disabled, unemployed, and currently unemployable spouse, while the Bankruptcy was STAGED, having known a YEAR in advance when Ms. Fenton's employer planned to retire (as documented therein), while EVERY motion in the Chancery Court was not only fraudulent, a "DECOY DIVORCE", but also intentionally planned as three separate, but simultaneous HIGH-VALUE attacks, to specifically exploit my KNOWN and documented disabilities, which just happen to be Ms. Fenton's PET PEEVES about me. That I'm TOO SLOW, and that I am psychologically UNABLE to MULTI-TASK significant tasks. That OR the denial of taking my Personal Property, to ONLY try to DISCARD it later! That is about as UNCONSCIONABLE as it gets!

Then to slap me with DEFAULT JUDGMENTS, as if the Court finds it REASONABLE to only read PART of a SENTENCE, rather than reading the WHOLE SENTENCE in context. There is no means by which it was REASONABLE to assume that after working myself tirelessly to turn in about 250+ pages of EVIDENCE on 8/29/2019, that I just QUIT caring about it and decided NOT to BOTHER PARTICIPATING AND DEFENDING MYSELF in the most HIGH VALUE ACTION AGAINST MY FREEDOMS AND RIGHTS, which in all honesty, I SHOULD be provided an attorney before anyone hearing. But certainly, the Judge's CLOSE and TRUSTED friend, shouldn't be filing such UNREASONABLE AFFIDAVITS, while Judge Binkley seems to have a "meet you half-way" system with Ms. Story, for some element of "plausible deniability", but in this case, NONE OF IT IS REASONABLE AT ALL!

9:47 94%

← Fawn Fenton

What happened? Why did you suddenly decide I am trying to get out of paying your alimony? (Which isn't true, I have always intended to pay you as we discussed.) Your mood swings are so weird. I thought, based upon our emails, that we were not going to harrass each other with legal contracts. As I said, the terms of your alimony will be immortalized in the final divorce filing, which we will do after the house sells. I don't understand why you are suddenly freaking out for no reason.

F

Jan 6, 2019

You agreed to put it writing before I leave, now you are pretending you never agreed to that and refusing.

Type a message

9:46 94%

← Fawn Fenton

Please confirm.

Your refusal to communicate would confirm the opposite again, which would result in me needing to divert from packing to prepare for another surprise attack from you legally.

Thanks.
Jeff

Jan 7, 2019

I don't know wtf you're talking about, "legal battle". I am not wanting anything to do with lawyers, I can't afford any more, it's a waste of time and money. Regarding leaving a few cameras and wireless etc, I guess that's fine, I don't see why not.

F

Jan 8, 2019

Type a message

Just TWO 30-minute HEARINGS, without DUE PROCESS with an opportunity to SAVE MY PROPERTY INTEREST, in EITHER my income or my home. "Under Color of Law", pretending that the exact opposite of the Law happens to be legal.



I held out good for my raccoon buddy in my hand tonight, and he touched both his cold little nose and his paw to my hand.

I DID IT!!!



Apr 23 2019



OMG! raccoon!!! 😊

Fawn Fenton (mobile) • Apr 23 2019

Was that not COOL AS HECK? I did like you told me... Trying to keep the door barely split so he didn't come inside, while taking a video with one hand, holding out the food in the other hand, trying to focus, call to him... And you say that I can't multi-task!

I've interacted with him a ton through the glass, and a little outdoors, but that was the first time that we touched each other. He was super gentle, with his warm soft little tongue eating out of my hand, with never the slightest nip!



Apr 23 2019



Love little raccoon!! 😊

Fawn Fenton (mobile) • Apr 23 2019

This is **BLATANT** and **CLEAR**, and every day that I can't work I get a little more of my **EVIDENCE** sorted out, and eventually it will look good enough to be published and sent to every person in State and Federal government and the Courts from Tennessee to Michigan to Washington DC!

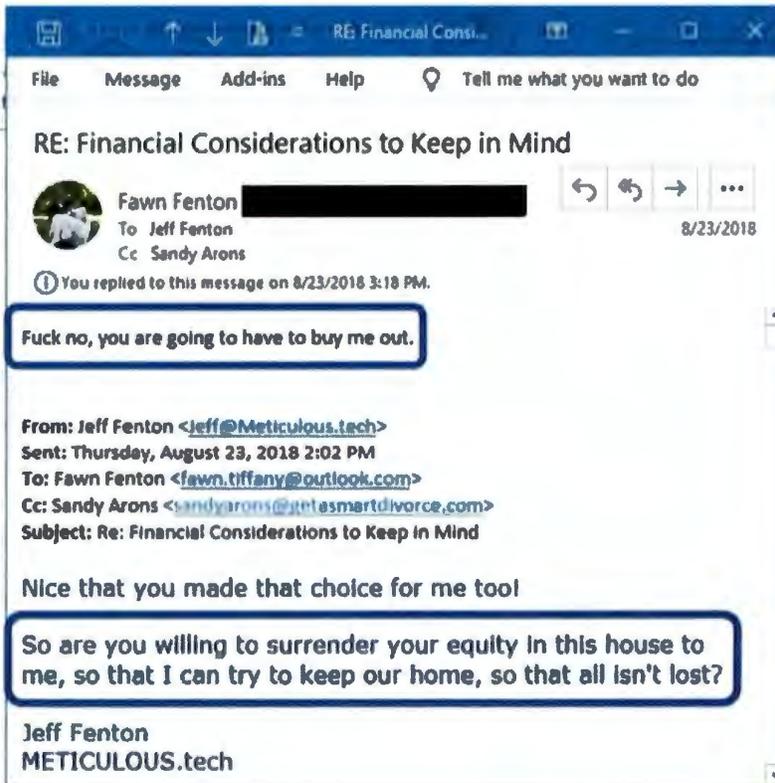
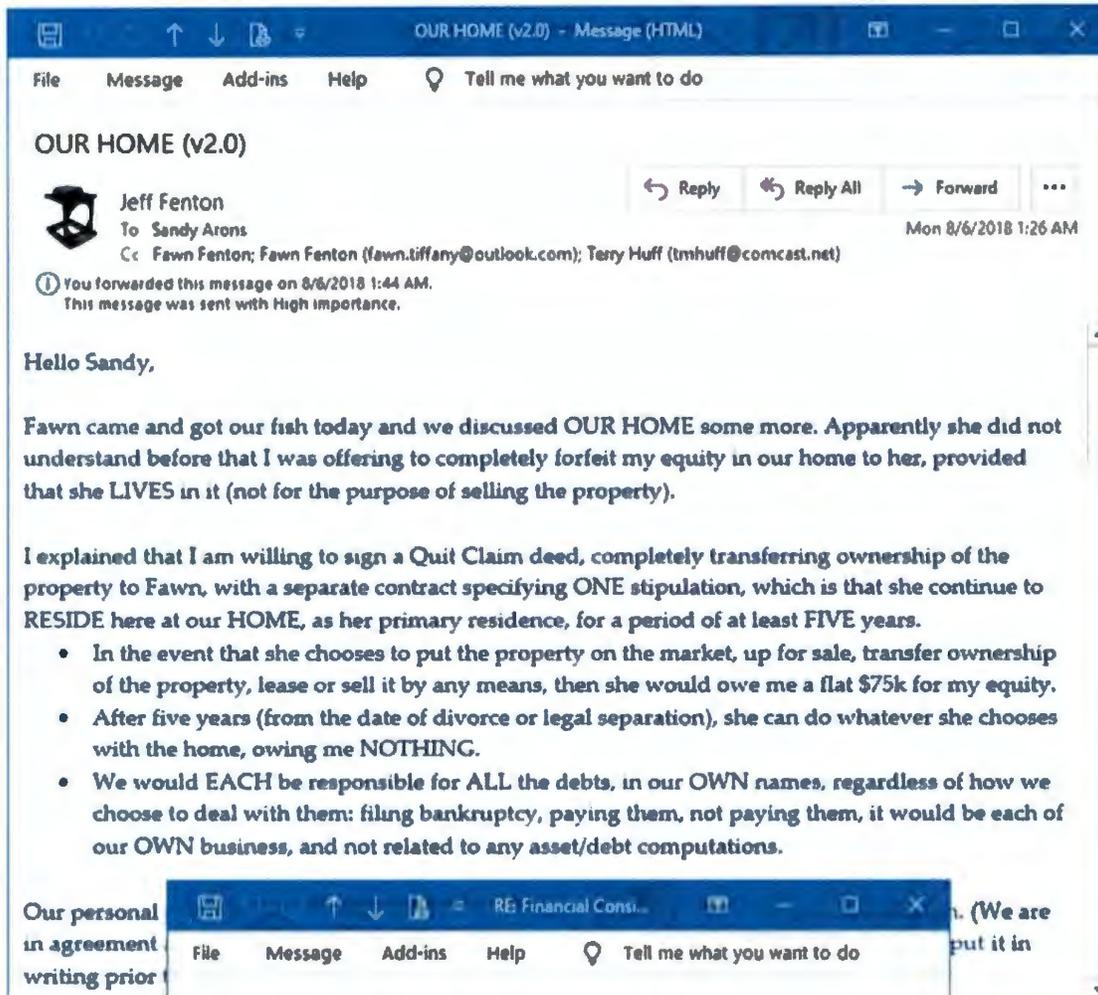


LYNCHINGS ARE ILLEGAL NOW!

Anyhow, I understand that because of the tremendous **ROOFING DISASTER WE SUFFERED**, which took up **TWO YEARS OF OUR LIVES**, were I had to **EXPOSE** two multi-billion dollar companies and one multimillion dollar company, in an effort to **RECEIVE** the Judgment we had won over a year earlier, so **THAT** is the only thing that **ANYONE** in the **WORLD** has to **FEAR** from me, as Ms. Fenton knows, and I believe that you all know.

But I'm busy **REDACTING** Ms. Fenton's name from documents, so that they can be published without violating your **HUMAN SHIELD**, whom I happen to love, I have forgiven completely, and I blame the "bad actors" for **BOTH** of our damages! Having illegally denied my State and Federal Constitutional Rights to be **HEARD**, to be allowed to **PARTICIPATE IN MY TRIALS**, to **RECEIVE DUE PROCESS BEFORE** any substantive **LOSSES!**

2018-08-06 OFFERED TO GIVE MS. FENTON MY EQUITY FOR FREE! (Regretfully She Declined)



So for the bankruptcy fraud, from what I can see, there is the false narrative which both Story/Ausbrooks used that our Marital Residence was MS. FENTON'S. Which as you will see by the provided documentation (and could have, should have, did know). Otehrwise my name wouldn't be listed in the WRONG FIELDS of the form, with the address!

While NO SUPPORT was disclosed by Ms. Fenton/Ausbrooks, either having taken place before or to follow, as we had many times agreed and she swore she would pay (as Ms. Story has seen multiple times by now). Even if you have the influence to withhold the EVIDENCE from one court, the TRUTH is still the TRUTH, while I have 40GB to PROVE it by all media formats!

From: Charles M. Duke <marty@mdukelaw.com>
Sent: Monday, August 5, 2019 5:39 PM
To: Jeff Fenton [REDACTED]
Cc: Mitchell Miller <mitchell@schafferlawfirmtn.com>
Subject: RE: Fenton v. Fenton

Jeff:

There is no definite date certain by which I agreed with Ms. Story to file an Answer & Counter-Complaint. However, until there is an Order entered relieving us as counsel in this matter, you should not file anything pro se.

Thanks. have a good evening.
Marty

From: Jeff Fenton [REDACTED]
Sent: Monday, August 05, 2019 5:36 PM
To: Charles M. Duke
Cc: Mitchell Miller
Subject: RE: Fenton v. Fenton

Thanks Marty.

Can you simply inform me of any critical dates which I need to self-represent by, as I can not afford further representation:

For example, when did you get the ANSWER & COUNTER COMPLAINT extended to?

Any other time critical dates would be greatly appreciated.

Thanks.

JEFF FENTON
METICULOUS.TECH

(615) 837-1300 OFFICE
(615) 837-1301 MOBILE
(615) 837-1302 FAX

TECHNICAL CONSULTING, SERVICES, AND SOLUTIONS,
WHEN IT'S WORTH DOING RIGHT THE FIRST TIME!

[SUBMIT OR RESPOND TO A SUPPORT TICKET HERE.](#)

A DIVISION OF METICULOUS MARKETING LLC

The only way this could have even taken place, is corruption, deprivation of rights under color of law, and similar Federal and State Crimes!

So for the record, yes, I wanted to be DONE communicating with Ms. Story, because she has repeatedly UNCONSCIONABLY ABUSED ME, as you will see TWO SMOKING GUNS of EVIDENCE documenting! But NEVER did I want or plan to give up my RIGHT to protect myself or participate in ONGOING litigation against me! My note OFFERED to SACRIFICE the MONEY LOST IN OUR HOME AND THE ALIMONY which you all "beat the system", to criminally cheat me out of. NEVER, EVER, EVER did I offer to FORFEIT MY RIGHTS AS A UNITED STATES CITIZEN, or to allow any JUDGE who hasn't even HEARD me in the slightest, while DISCOVERY hadn't even begun yet, cast a DEFAULT JUDGMENT against me!



Incidentally, as Marty Duke had TOLD me that Ms. Story had agreed to an Extension for my Divorce Answer and Counter Complaint, as they had just taken over the case with only a COUPLE of days notice, from Attorney BRITTANY GATES, who NEGLIGENTLY FAILED TO PERFORM, day after day, promising me drafts of my Answer/Counter more times than I have fingers and toes! Until finally I was able to reach Mitchel, who I had met nearly a year elarier, but who was between firms and didn't take my call when I originally hired Ms. Gates. So with a COUPLE of DAYS, while both the Court and Ms. Story REFUSED to even provide my Counsel a few DAYS to get familiar with the HUNDREDS OF PAGES of DISCOVERY I SENT TO THEM, while your FOUR synchronisly staged actions, manipulating both Federal and State Courts to INJURE me as MUCH AS POSSIBLE!

While NEVER in my life have I ABUSED MS. FENTON! She was in COUNSELING when I met her, we went to counseling both seperately and together multiple times throughout our marriage, we were involved in a few small church groups, home fellowships, with an unlimited amount of TRANSPARENCY and an open invitation to speak into our lives, and NEVER ONCE in my LIFE have I heard Ms. Fenton, a Counselor, a Friend, a Pastor, or a Church leader MENTION the WORD "ABUSE" related to our relationship in any way! We both brought our own BAGGAGE into the relationship, which incidentally we each still have, but the multiple ACTS of FRAUD which the Court and Counsel helped Ms. Fenton COMMIT and become a PARTY TO, is by far the HEAVIEST weight hanging around her neck, dragging down her physical health, while she has also had a horrible time with MENOPAUSE for the past 7-DOCUMENTED YEARS! While now her HORMONE THERAPY for MENOPAUSE has been seriously conflicting with her "XYREM", the mediation she successfully took for NARCOLEPSY for over a decade, (which costs insurance \$11,000 per MONTH, so I'm not sure she can still even get it to help her sleep), causing her not to sleep for more than an HOUR or two at a time, while waking up to CONSTANTLY drenched sheets, as she had struggled with for YEARS prior to moving out, but to a lessor degree.



So we didn't sell the house because MS. FENTON changed her mind and refused to commit on PAPER to the \$1,750 per MONTH in Alimony, for a DURATION of 6-YEARS, as we had both previously agreed in our "Settlement Agreement". Hence that whole action was abuse by process, and fraudulent. While the "NO TRESPASSING" signs, though not at all illegal, where your CHIEF (and really only) piece of proclaimed EVIDENCE, while in the documentation provided, you will see YET AGAIN MS. STORY (I know you are SLOW to care about the TRUTH, or your OATH OF OFFICE), that Ms. FENTON DESIGNED THOSE "DISTURBING" SIGNS AT HER OFFICE USING THEIR CAD SOFTWARE! While I've also included texts from Ms. Fenton's BROTHER stating how their MOTHER LIKES both the SIGNS and the CAMERAS, because they make her feel like MS. FENTON IS SAFE!

As for the OP, based upon TEXT messages and emails, that all Ms. Fenton needed to do was click "BLOCK" on her phone and email, while I obviously had some EXTREMELY LEGITIMATE REASONS FOR BEING DISTRESSED, as Ms. Fenton DEMOLISHED MY ENTIRE LIFE UNILATERALLY, while calling HER CREDIT CARD DEBT (which was completely paid off before all of this started), which she used for HER COUNSEL REPEATEDLY in MULTIPLE COURTS and ACTIONS, while affording me no counsel at all, despite having her testimony to the opposite in an openly recorded conference we had at the beginning!

While the OP made a TON of OUTRAGEOUS claims that couldn't be FURTHER from the TRUTH! With the BLATANT ENTIRELY FALSE CLAIM that I said all the time that I was a member of the "EXTRACTION TEAM", which is a TERM that I had NEVER EVEN HEARD BEFORE, that EVERYONE who KNOWS me can testify they have NEVER heard me say, because I had never heard of it OR said it before reading it in your wild "NARRATIVE" which I compare to the "Land of OZ".



We haven't covered 1/10th of my REAL EVIDENCE yet!

Yet though you've manipulated the OP to use Ms. Fenton as a HUMAN SHIELD in an effort to protect YOURSELVES from public EXPOSURE (like I did with the bad roofing billionaires), to eventually have their TOP TIER corporate attorneys CALL UPON ME to draft up a mutually agreeable settlement. While Ms. Fenton at the same time had the Davidson County Sheriff's Department LEVY FIVE of the roofing company's WORK TRUCKS, including the Owner's PERSONAL TRUCK, to be AUCTIONED off to pay our judgment! While they still had the nerve to hire some arrogant corporate bankruptcy guy to try to smash ma and pa Fenton with a "MOTION TO QUASH", claiming the trucks were the PERSONAL PROPERTY of the owner, not business property. While we had high resolution photos showing them all in their glory at the impound lot, with ladder racks, shingles, shovels, etc... in the rear beds, with logos covering every side. We pierced their veil of CORPORATE protection, and they were ordered to PAY THE ORDER or their trucks would be auctioned as planned!

While I already had the PEOPLE VOLUNTEERING TO PAY THE MONEY FOR THEM, the whole "motion to quash" was because the OWNER did not want for him and his wwife to be required to sign HOLD HARMLESS agreements against Ms. Fenton and myself, as I had negotiated! But after that stunt in Court, everything was finally DONE within 24-hours. But it COMPLETELY CONSUMED TWO YEARS OF OUR LIVES! While though we were compensated for our judgment, interest, plus \$10k if I could take down the YouTube Channel and the WordPress Blog which told their WHOLE UNETHICAL STORY IN GRAPHIC DETAIL! (95% of the FIRT FOUR PAGES OF GOOGLE GRAPHIC! Very similar to all the EVIDENCE I have in this case, which you like to strong arm and usurp "under color of law". But whether in the State of Tennessee, the Sixth Circuit Court of Appeals, or through political and public efforts to exercise my FIRST AMENDMENT RIGHTS to SPEAK THE TRUTH, as damaging to you as you ALLOWED THE TRUTH TO BECOME! While also having the protection of Tennessee's ANTI-SLAPP law.

You can not (for long) "LEGALLY" deny a man public redress of HONEST and incidentally CRIMINAL actions taken to forcefully deprive him of EVERYTHING in his life, while even being INHUMANE ENOUGH to KEEP A NOOSE around his neck, preventing him from even working for \$10 - \$15 from HOME to help pay for his most basic LIVING EXPENSES! That is not only INHUMANE, and a violation of EVERY Oath of OFFICE, Code of Conduct, Judicial Canons, State and Federal Constitutions and Laws, but it is also HIGHLY DISCRIMINATORY because NEVER IN A MILLION YEARS would Chancellor Michael W. Binkley have allowed a WOMAN to be treated as I HAVE been treated by the Court! As much as we all like to defend women, that is now known as GENDER DISCRIMINATION! Not to mention the INSANE amount of ADA abuse, harrassment, exploitation which you have committed.

As even the BIBLE says, that what is DONE IN SECRET, shall be BROUGHT INTO THE LIGHT! While this is 100% IRREFUATABLE EVIDENCE WHY their should be INCREASED TRANSPARENCY AND ACCOUNTABILITY in EVERY COURT ROOM, CIVIL OR OTHERWISE! Why do you think it is, that the WEALTHIEST COUNTY in the State of Tennessee, keeps NO RECORDS or even cheap audio recordings of their Civil Hearings for TRANSPARENCY and protection of the PEOPLE, from EXACTLY this sort of collusion and corruption"?

This is also DEFINITIVE PROOF that NO JUDGE should hear an ARGUMENT by any attorney whom they are "FRIENDS" with! THERE CAN BE NO JUSTICE IN A COURT OF "FRIENDS!" (This case was just TWO fquick trials, a very complicated marriage and subsequent divorce, none of which you addressed at all, opting instead fot the "DECOY DIVORCE"!) SO as they say with EVERY case of malicious litigation and judicial corruption, this is a "CASE WITHIN A CASE". The inside case of my marital relationship is hardly worth rehashing. All that is there is more LOSS for BOTH of us! But the CASE of how the Court and Counsel unconscionably violated a multitude of State and Federal laws, Constitutional and otherwise, along with oaths of office, and every level of ETHICAL CARE or the furthest thought of "IMPARTIALITY". EQUAL AND DUE PROCESS, or even providing a means for ME TO SURVIVE THIS DIVORCE WITHOUT BECOMING LITTERALLY HOMELESS HAD MY MOTHER NOT INTERVENIED AT THE AGE OF 51, which I had a beautfful \$500k HOME which I had my LIFE, my PRE-MARITAL 401k RETIREMENT SAVINGS, and around \$20k leveraged from the EQUITY of my PER-MARITAL DUPLEX AND HOME to invest in our MARITAL RESIDENCE!

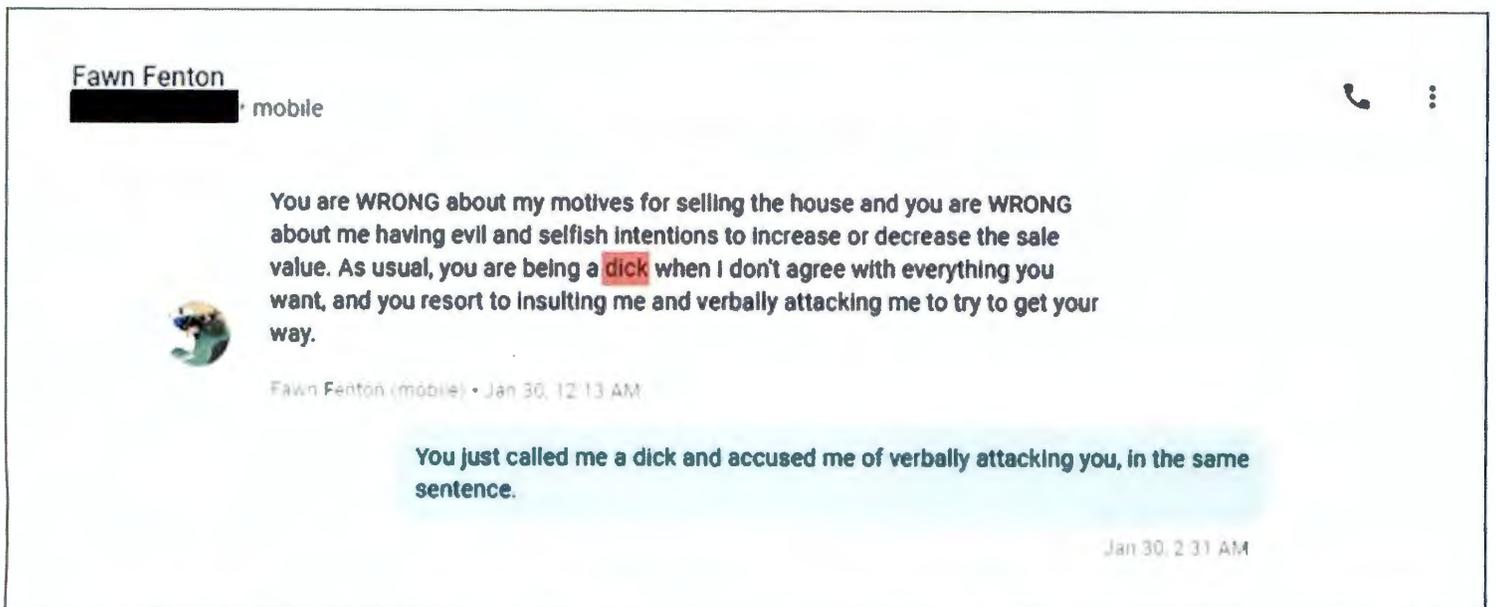
If it looks like a duck, if it quaks like a duck....

This is SO outrageously ABSURD to even PRETEND has been done by anything OTHER than "CLOSE TRUSTING FRIENDS"! You just made the PERFECT ARGUMENT for why the State of Tennessee MUST erect PROTECTIONS for the Citizens of Tennessee, between those who DECIDE the laws, and those who ARGUE the laws in their courts!

You got GREEDY! Mean, cruel, unconscionable, and inhame....

I hope that you are disbarred and find yourself in a cell beside Casey Moreland! Because that "patriarchial old guard", which the State of Tennessee claims it is trying to move away from, which I now refer to as "PLANTATION LAW", is an ABOMINATION of JUSTICE!

I hope that the State or Federal Courts, or public outcry, holds you fully accountable, so that you can FEEL what I FELT at your abusive HANDS!



Anyway, Cherio!

Whether in State or Federal Court, in Tennessee or afar, as long as you and Judge Binkley keep a NOOSE around my neck, ALL that I LITTERALLY CAN DO IS FIGHT TO EXPOSE YOUR CORRUPTION, to work toward common sense legal reform throughout the State of Tennessee, like NOT allowing your ADVERSARIAL COUNSEL to write-up COURT ORDERS against a Pro Se litigant, without allowing them to even participate in the PROPOSED/AGREED Court Order Process, as is allowed in some more ETHICAL Judicial Districts in Tennessee!



(RIGHT BEFORE THE STORM CAME THROUGH.... TWO HARD YEARS OF FIGHTING, TO GET FIXED AND PARTIALLY COMPENSATED.)

Based upon the EVIDENCE from this CASE (the external case of malicious litigation and judicial corruption), I see the FOLLOWING changes as JUSTIFIED AND NECESSARY! Actually, I see no reason other than CORRUPTION to NOT implement these changes, which I am suggesting to the Supreme Court:

- Be friends with whomever you want, but NO-ONE should be allowed to hear an ARGUMENT by a "FRIEND"! Although Judge Binkley claims that he can "separate" or compartmentalize opposing interests in his mind, he in fact did NOT do that! I can see NO JUSTIFICATION for the State of Tennessee to keep "playing with fire" on this issue! Without an IMPARTIAL TRIBUNAL, the entire JUDICIAL SYSTEM IS OF NO VALUE TO THE CITIZENS OF TENNESSEE! It becomes a powerful EVIL POWER yielded bny the slect few, who were SELECTED to SERVE the PEOPLE!
- It is TIME to quit asking a MAN if he can FLY, when by the simple NATURE OF HUMANITY, none of us can FLY! Judges are not "SUPER HUMANS"! While if they TELL US that they ARE, we need to send them in for psychological evaluations, question their motives for such irrationalness, caring more for their own recreation than their service to our State and Country! That is a clear violation of the Judicial Canons, and I don't know WHY it hasn't been FIXED YET! But now I belive you pushed it into the ABSURD CLARITY!

- The Williamson County Chancery Court told me on a recorded phone conversation that the ONLY reason there is the ADA line at the bottom of Court summonses, is in case someone needs a WHEELCHAIR brought out CURBSIDE to help a person get from their vehicle into the building! Insisting that beyond that, no other ADA allowances or exceptions are granted. That is in start violation of Tennessee's 2.07 ADA Administrative Order, along with the American with Disabilities Act!
- Chancery told me in the same recorded phone call, that their aren't any forms or information available for Pro Se parties. Recomming repeatedly that I hire an attorney instead, while I think that is a wonderful idea, but my ex-wife secretly blocked me out of all of our active MARITAL income and credit lines!
- I belive that the LITTERATURE, SIGNAGE, ABOUT JUSTICE FOR ALL, TNCOURTS.GOV, and ADA FORMS should be UNIFOR IN EVERY COURT HOUSE IN THE STATE OF TENNESSEE!
- I furthermore, do not belive that JUDICIAL DISTRICTS should be ALLOWED to make ANY "RULES" which could in turn DISCRIMINATE against a people group! Whether that is "socioeconomic" (it seems that I've read that term somewhere), due to disabiliity, or just because they don't want to lose their LIFE'S SAVINGS to someone who earns 25x per hour MORE than they do!
- I came up with a little tag line, "Where THRANSPARENCY and ACCOUNTABILITY are stifled, CORRUPTION THRIVES!" If I have my way, you have created your own worst nightmare, by IMPROVING the JUDICIAL INTEGRITY of the STATE OF TENNESSEE!
- That along with the tagline, "THEIR CAN BE NO JUSTICE IN A COURT OF "FRIENDS"!"
- Catchy, eh?
- Ok, I've got to get this on it's way. Please forgive the magnitude of my overwhelmedness, but then I have disabilities, which have been INTENTIONALLY EXPLOITED by MULTIPLE COMPROMISED MEMBERS of high repute, power, and authority. I may be expected to write a BRIEF and stand up against another MAN or WOMAN, but surely I'm afforded SOME PROTECTIONS FROM CORRUPTION under the Laws of this great land!
- Let's finish this up HERE, FAIRLY AND JUSTLY, NEVER AGAIN INSIDE A WILLIAMSON COUNTY COURT ROOM! If this must get escalated to Federal District Court for bankruptcy fraud, for your OTHER crimes against me under "COLOR OF LAW" then you will really make youself out to be a rank member of the Court, working in the EXACT OPPOSITE OF YOUR OWN CLIENT'S INTERESTS, strictly to ABUSE the disadvantaged and disabled party you caused unconscionable abuse and harrassment to!

DUE TO COVID-19

**I NEED to get a JOB from HOME
Because of my Mother's Health
Which I CAN'T DO with this STUPID OP!
Please have the OP REMOVED and
EXPUNGED or Start Sending Me
SUPPORT PLEASE!**

ASTHMA, ALLERGY AND IMMUNOLOGY CENTER

S. Anne, M.D. R. Botta, M.D. I. Badr, M.D. R. Mahajan, M.D. H. Azzam, M.D.

Patient Name: Marsha Fenton
Visit Date: 7/2/2020

Thank you very much for letting me participate in the management of Marsha Fenton, who was seen by telephone consultation on 07/02/20. Marsha states that her IgA deficiency has been stable. She denies any upper or lower respiratory tract infection. She has been following strict avoidance measures from exposing to the COVID-19 infection. She is wearing the mask. She is staying home. Her son also stays with her, who is not working at this time. She denies any fever, chills, or rigors. She denies any upper or lower respiratory tract infection.

PHYSICAL EXAMINATION: Deferred at this time since this was done by telephone consultation.

IMPRESSION: Ms. Marsha Fenton has:

1. IgA deficiency, and
2. Chronic rhinosinusitis.

RECOMMENDATIONS:

1. Marsha is prone to develop recurrent infections. Therefore, I advised her to follow strict isolation measures from exposure to COVID-19 infection.
2. Since her son stays with Marsha, I strongly recommend that her son should do his work from home since it will reduce significantly the risk of exposure of Ms. Fenton to the COVID-19 virus.
3. A follow-up appointment has been scheduled in one year but I advised her to contact me as soon as the pandemic is over for further evaluation and treatment.

Signed Electronically By Suresh Anne, MD
Signed Date: 7/3/2020 9:16:00 AM

E-Faxed to Ravikumar Peddireddy, MD On 7/3/2020 9:16:00 AM



THE UNIVERSAL DECLARATION OF Human Rights

PREAMBLE recognition of the inherent dignity and of the equal and inalienable rights of all members of the human family is the foundation of freedom, justice and peace in the world,

WHEREAS disregard and contempt for human rights have resulted in barbarous acts which have outraged the conscience of mankind, and the advent of a world in which human beings shall enjoy freedom of speech and belief and freedom from fear and want has been proclaimed as the highest aspiration of the common people,

WHEREAS it is essential, if man is not to be compelled to have recourse, as a last resort, to rebellion against tyranny and oppression, that human rights should be protected by the rule of law,

WHEREAS it is essential to promote the development of friendly relations among nations,

WHEREAS the peoples of the United Nations have in the Charter reaffirmed their faith in fundamental human rights, in the dignity and worth of the human person and in the equal rights of men and women and have

determined to promote social progress and better standards of life in larger freedom,

WHEREAS Member States have pledged themselves to achieve, in co-operation with the United Nations, the promotion of universal respect for and observance of human rights and fundamental freedoms,

WHEREAS a common understanding of these rights and freedoms is of the greatest importance for the full realization of this pledge,

NOW THEREFORE THE GENERAL ASSEMBLY

PROCLAIMS this Universal Declaration of Human Rights as a common standard of achievement for all peoples and all nations, to the end that every individual and every organ of society, keeping this Declaration constantly in mind, shall strive by teaching and education to promote respect for these rights and freedoms and by progressive measures, national and international, to secure their universal and effective recognition and observance, both among the peoples of Member States themselves and among the peoples of territories under their jurisdiction.

ARTICLE 1 -- All human beings are born free and equal in dignity and rights. They are endowed with reason and conscience and should act towards one another in a spirit of brotherhood.

ARTICLE 2 -- 1. Everyone is entitled to all the rights and freedoms set forth in this Declaration, without distinction of any kind, such as race, colour, sex, language, religion, political or other opinion, national or social origin, property, birth or other status. 2. Furthermore, no distinction shall be made on the basis of the political, jurisdictional or international status of the country or territory to which a person belongs, whether that territory is an independent, trust or non-self-governing territory, or under any other limitation of sovereignty.

ARTICLE 3 -- Everyone has the right to life, liberty and the security of person.

ARTICLE 4 -- No one shall be held in slavery or servitude; slavery and the slave trade shall be prohibited in all their forms.

ARTICLE 5 -- No one shall be subjected to torture or to cruel, inhuman or degrading treatment or punishment.

ARTICLE 6 -- Everyone has the right to recognition everywhere as a person before the law.

ARTICLE 7 -- All are equal before the law and are entitled without any discrimination to equal protection of the law. All are entitled to equal protection against any discrimination in violation of this Declaration and against any incitement to such discrimination.

ARTICLE 8 -- Everyone has the right to an effective remedy by the competent national authorities for acts violating the fundamental rights granted him by the constitution or by law.

ARTICLE 9 -- No one shall be subjected to arbitrary arrest, detention or exile.

ARTICLE 10 -- Everyone is entitled in full equality to a fair and public hearing by an independent and impartial tribunal, in the determination of his rights and obligations and of any criminal charge against him.

ARTICLE 11 -- 1. Everyone charged with a penal offence has the right to be presumed innocent until proved guilty according to law in a public trial at which he has had all the guarantees necessary for his defence. 2. No one shall be held guilty of any penal offence on account of any act or omission which did not constitute a penal offence, under national or international law, at the time when it was committed. Nor shall a heavier penalty be imposed than the one that was applicable at the time the penal offence was committed.

ARTICLE 12 -- No one shall be subjected to arbitrary interference with his privacy, family, home or correspondence, nor to attacks upon his honour and reputation. Everyone has the right to the protection of the law against such interference or attacks.

ARTICLE 13 -- 1. Everyone has the right to freedom of movement and residence within the borders of each state. 2. Everyone has the right to leave any country, including his own, and to return to his country.

ARTICLE 14 -- 1. Everyone has the right to seek and to enjoy in other countries asylum from persecution. 2. This right may not be invoked in the case of prosecutions genuinely arising from non-political crimes or from acts contrary to the purposes and principles of the United Nations.

ARTICLE 15 -- 1. Everyone has the right to a nationality. 2. No one shall be arbitrarily deprived of his nationality nor denied the right to change his nationality.

ARTICLE 16 -- 1. Men and women of full age, without any limitation due to race, nationality or religion, have the right to marry and to found a family. They are entitled to equal rights as to marriage, during marriage and at its dissolution. 2. Marriage shall be entered into only with the free and full consent of the intending spouses. 3. The family is the natural and fundamental group unit of society and is entitled to protection by society and the State.

ARTICLE 17 -- 1. Everyone has the right to own property alone as well as in association with others. 2. No one shall be arbitrarily deprived of his property.

ARTICLE 18 -- Everyone has the right to freedom of thought, conscience and religion; this right includes freedom to change his religion or belief, and freedom, either alone or in community with others and in public or private, to manifest his religion or belief in teaching, practice, worship and observance.

ARTICLE 19 -- Everyone has the right to freedom of opinion and expression; this right includes freedom to hold opinions without interference and to seek, receive and impart information and ideas through any media and regardless of frontiers.

ARTICLE 20 -- 1. Everyone has the right to freedom of peaceful assembly and association. 2. No one may be compelled to belong to an association.

ARTICLE 21 -- 1. Everyone has the right to take part in the government of his country, directly or through freely chosen representatives. 2. Everyone has the right of equal access to public service in his country.

ARTICLE 22 -- 1. The will of the people shall be the basis of the authority of government; this will shall be exercised through periodic and genuine elections which shall be by universal and equal suffrage and shall be held by secret vote or by equivalent free voting procedures.

ARTICLE 23 -- Everyone, as a member of society, has the right to social security and is entitled to realization, through national effort and international co-operation and in accordance with the organization and resources of each State, of the economic, social and cultural rights indispensable for his dignity and the free development of his personality.

ARTICLE 24 -- 1. Everyone has the right to work, in free choice of employment, to just and favourable conditions of work and to protection against unemployment. 2. Everyone, without any discrimination, has the right to equal pay for equal work. 3. Everyone who works has the right to just and favourable remuneration...

...for himself and his family an adequate means of human dignity, and supplemented, if necessary, by other means of social protection. 4. Everyone has the right to form and to join trade unions for the protection of his interests.

ARTICLE 25 -- Everyone has the right to rest and leisure, including reasonable limitation of working hours and periodic holidays with pay.

ARTICLE 26 -- 1. Everyone has the right to an standard of living adequate for the health and well-being of himself and of his family, including food, clothing, housing and medical care and necessary social services, and the right to security in the event of unemployment, sickness, disability, widowhood, old age or other lack of livelihood in circumstances beyond his control. 2. Motherhood and childhood are entitled to special care and assistance. All children, whether born in or out of wedlock, shall enjoy the same social protection.

ARTICLE 27 -- 1. Everyone has the right to education. Education shall be free, at least in the elementary and fundamental stages. Elementary education shall be compulsory. Technical and professional education shall be made generally available and higher education shall be equally accessible to all on the basis of merit. 2. Education shall be directed to the full development of the human personality and to the strengthening of respect for human rights and fundamental freedoms. It shall promote understanding, tolerance and friendship among all nations, racial or religious groups, and shall further the activities of the United Nations for the maintenance of peace. 3. Parents have a prior right to choose the kind of education that shall be given to their children.

ARTICLE 28 -- 1. Everyone has the right freely to participate in the cultural life of the community, to enjoy the arts and to share in scientific advancement and its benefits. 2. Everyone has the right to the protection of the moral and material interests resulting from any scientific, literary or artistic production of which he is the author.

ARTICLE 29 -- 1. Everyone is entitled to a social and international order in which the rights and freedoms set forth in this Declaration can be fully realized. 2. Everyone has duties to the community in which alone the free and full development of his personality is possible. 3. In the exercise of his rights and freedoms, everyone shall be subject only to such limitations as are determined by law solely for the purpose of securing due recognition and respect for the rights and freedoms of others and of meeting the just requirements of morality, public order and the general welfare in a democratic society. 4. These rights and freedoms may in no case be exercised contrary to the purposes and principles of the United Nations.

ARTICLE 30 -- Nothing in this Declaration may be interpreted as implying for any State, group or person any right to engage in any activity or to perform any act aimed at the destruction of any of the rights and freedoms set forth herein.



Adopted by the United Nations General Assembly on 10 December 1948 at its 183rd plenary session, 18 December 1948. Drafted by Dr. P. H. Reuter of South Africa.

Thanks you!
Jeff Fenton
17195 Silver Parkway # 150
Fenton, MI 48430-3426
Phone: (615) 837-1300
Fax: (810) 255-4438

Jeff Fenton

From: Jim Hivner <Jim.Hivner@tncourts.gov>
Sent: Wednesday, February 17, 2021 1:11 PM
To: Jeff Fenton
Cc: Lisa Marsh
Subject: Re: FW: NO: M2019-02059-COA-R3-CV | Please File Attached "Request for Modification" (per Judicial Branch Policy 2.07) and Fax or Email Time-Stamped First-Page for Confirmation (ATTACHMENTS #1) (BATCH-13)

Follow Up Flag: Read
Flag Status: Flagged

Mr. Fenton:

The Supreme Court has access to all documents filed in the Court of Appeals. The Court generally does not review other documents not included in the record. You do not need to email all of these documents to us.

Jim Hivner

I'M REQUESTING "IMMUNITY" FOR WIFE PLEASE! FROM CIVIL AND CRIMINAL CHARGES!

She could have never even harmed HERSELF as much without the powerful, corrupt, elite "FRIENDS" which empowered her FAR beyond the reach of any LAW!

While I'm pretty darn sure that this entire scam was the "BRAIN CHILD" of Attorney Virginia Lee Story!

(BATCH-13)

I need to take a break for about an hour, then I will look around some more... I've been at this for a few days now, trying to get my best piece of work back together that crashed. But it won't be recoverable soon, the entire documet structure for about 600 pages fell apart.

In the next filing you can see that I restructured things, to be an approximately 50 page "application", then about a "50" page adhoc "appellant brief" (the best I can do), with the rest of the EVIDENCE chronologically organized into APPPENDIXES, so I don't quite so absurdly break the document barrier.

Going on break now... thanks for both of your help!

By the way, I meant to clarify, in that email where I first appeal to the SC on the 19th, about half way through I changed from speaking "first person" from YOU Mr. Hivner, to speaking "first person" to Ms. Story.

No where was that clear, except in my tone and claims, so I just want to clarify that I wasn't intending to attack either of you at all! I didn't really "catch it" at the time, and I didn't want you to think that I was screaming at either of you. My appologies for any confusion I caused there.

I know that you both are "stuck in the middle" of this whole ordeal. I appreciate your patience, tollerance, and help.

Jeff Fenton

17195 Silver Parkway # 150
Fenton, MI 48430-3426

Phone: (615) 837-1300
Fax: (810) 255-4438

Jeff Fenton

From: Jeff Fenton [REDACTED]
Sent: Friday, October 16, 2020 4:01 PM
To: appellatecourtclerk
Cc: Lisa Marsh
Subject: RE: M2019-02059-COA-R3-CV | FAWN TIFFANY FENTON v. JEFFREY RYAN FENTON | 2020-10-16 EMERGENCY MOTION Notifying of Exigent Circumstances | 2020-10-16 AFFIDAVIT of Jeffrey R Fenton - Authenticity of Audio (BATCH-5.75)
Importance: High

I only provide all that Fraud stuff about Fawn, to hopefully convince the Court that she lied, and that I'm not the person that they made me out to be.

If you are able to grant me my wish of restoration and expungment without this going any further, then you can skip adding any of that to the record which will unnecessarily expose her privacy or mistakes in life. I know that she has paid the "price" for her bad choices. I have no wish at all for her to be harmed further by the law or anyone else. So only post it to my record if I need to keep on fighting legally to clear my own name. Otherwise you can throw it all in the trash.

I wish I had enough time to reformat that one affidavit... my mom spell checked it for me last night, and when she did she broke the page formatting for all the tabs... and I just didn't have enough time to fix it all.

Otherwise I prefer a cleaner product.

I believe that is it for tonight... I've been awake a long time. I'm going to bed now.

Thank you.

JEFF FENTON

17195 Silver Parkway # 150
Fenton, MI 48430-3426
Phone: (615) 837-1300

From: Jeff Fenton [REDACTED]
Sent: Friday, October 16, 2020 3:52 PM
To: appellatecourtclerk <appellatecourtclerk@tncourts.gov>
Cc: Lisa Marsh <Lisa.Marsh@tncourts.gov>
Subject: RE: M2019-02059-COA-R3-CV | FAWN TIFFANY FENTON v. JEFFREY RYAN FENTON | 2020-10-16 EMERGENCY MOTION Notifying of Exigent Circumstances | 2020-10-16 AFFIDAVIT of Jeffrey R Fenton - Authenticity of Audio (BATCH-5.5)
Importance: High

Here's what I'm going to miss the most about our house and Tennessee, besides our family... we called them our "yard pets". They came and ate on our rear deck everynight. I put out their food and called them, and they arrived within five minute.

Some things in life money just can't buy you.

- https://www.youtube.com/channel/UCJuPUE8indVoWyEiFWdl6Jg?view_as=subscriber

Thanks for any help you can provide ending this chapter so I can move on.

JEFF FENTON

17195 Silver Parkway # 150
Fenton, MI 48430-3426
Phone: (615) 837-1300

From: Jeff Fenton [REDACTED]
Sent: Friday, October 16, 2020 3:47 PM
To: appellatecourtclerk <appellatecourtclerk@tncourts.gov>
Cc: Lisa Marsh <Lisa.Marsh@tncourts.gov>
Subject: RE: M2019-02059-COA-R3-CV | FAWN TIFFANY FENTON v. JEFFREY RYAN FENTON | 2020-10-16 EMERGENCY MOTION Notifying of Exigent Circumstances | 2020-10-16 AFFIDAVIT of Jeffrey R Fenton - Authenticity of Audio (BATCH-5)
Importance: High

Batch Five...

JEFF FENTON

17195 Silver Parkway # 150
Fenton, MI 48430-3426
Phone: (615) 837-1300

From: Jeff Fenton [REDACTED]
Sent: Friday, October 16, 2020 3:43 PM
To: appellatecourtclerk <appellatecourtclerk@tncourts.gov>
Cc: Lisa Marsh <Lisa.Marsh@tncourts.gov>
Subject: RE: M2019-02059-COA-R3-CV | FAWN TIFFANY FENTON v. JEFFREY RYAN FENTON | 2020-10-16 EMERGENCY MOTION Notifying of Exigent Circumstances | 2020-10-16 AFFIDAVIT of Jeffrey R Fenton - Authenticity of Audio (BATCH-4)
Importance: High

Batch Four...

JEFF FENTON

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Phone: (615) 837-1300

From: Jeff Fenton [REDACTED]
Sent: Friday, October 16, 2020 3:37 PM
To: appellatecourtclerk <appellatecourtclerk@tncourts.gov>
Cc: Lisa Marsh <Lisa.Marsh@tncourts.gov>
Subject: RE: M2019-02059-COA-R3-CV | FAWN TIFFANY FENTON v. JEFFREY RYAN FENTON | 2020-10-16 EMERGENCY MOTION Notifying of Exigent Circumstances | 2020-10-16 AFFIDAVIT of Jeffrey R Fenton - Authenticity of Audio (BATCH-3)
Importance: High

Batch Three...

JEFF FENTON

17195 Silver Parkway # 150
Fenton, MI 48430-3426
Phone: (615) 837-1300

From: Jeff Fenton [REDACTED]
Sent: Friday, October 16, 2020 3:26 PM
To: appellatecourtclerk <appellatecourtclerk@tncourts.gov>
Cc: Lisa Marsh <Lisa.Marsh@tncourts.gov>
Subject: RE: M2019-02059-COA-R3-CV | FAWN TIFFANY FENTON v. JEFFREY RYAN FENTON | 2020-10-16 EMERGENCY MOTION Notifying of Exigent Circumstances | 2020-10-16 AFFIDAVIT of Jeffrey R Fenton - Authenticity of Audio
Importance: High

Batch Two...

JEFF FENTON

17195 Silver Parkway # 150
Fenton, MI 48430-3426
Phone: (615) 837-1300

From: Jeff Fenton [REDACTED]
Sent: Friday, October 16, 2020 3:20 PM
To: appellatecourtclerk <appellatecourtclerk@tncourts.gov>
Cc: Lisa Marsh <Lisa.Marsh@tncourts.gov>
Subject: M2019-02059-COA-R3-CV | FAWN TIFFANY FENTON v. JEFFREY RYAN FENTON | 2020-10-16 EMERGENCY MOTION Notifying of Exigent Circumstances | 2020-10-16 AFFIDAVIT of Jeffrey R Fenton - Authenticity of Audio
Importance: High

Hello Justices,

Please find attached my "2020-10-16 AFFIDAVIT of Jeffrey R Fenton - Authenticity of Audio", which covers the authenticity of the transcripts for the 8/31/2019 hearing, both the audio Version and the

Transcribed with TIME MARKERS every paragraph to sync with the audio. Also find attached the "2020-10-16 EMERGENCY MOTION Notifying of Exigent Circumstances". These both cover a broad spectrum, which I believe completely, irrefutably, disprove ALL THREE ACTIONS by the Trial Court.

Money is no longer my goal... I'm simply unable to seek financial restitution without legal Counsel. Likewise, with as hard as I have worked, and I have worked probably 16 hours per day on this for LITERALLY MONTHS, I'm just not capable of narrowing down

- DOCUMENTED DIVORCE EVIDENCE,
- 36.6 GB of Data
- 24,020 FILES
- 2,001 FOLDERS

I could create a storyboard website or blog, write a book or a miniseries, but there is no way I can fit this much evidence that EVERY ACTION TAKEN AGAINST ME HAS BEEN FRAUDULENT, IN BAD FAITH in a legal document like a BRIEF, without at least a few more months to work EVERYDAY on it, or if you were to provide me with competent Counsel. I thought that I could do it, and I believe that you will find that I have done a LOT of work, but the entire Narrative of Ms. Story is FALSE. As you will also find if ANYONE ever reads my "ONE AND DONE" filed on 8/29/2019: TRv1-3, Pages 119-380.

I'm attaching a copy of my "TECHNICAL RECORDS Glossary.xlsx" Spreadsheet Also, if anyone there can help me and might find that useful.

The reason I need such an excessive amount of stuff attached to my record, is because Ms. Story totally exploited my disabilities, with basically a "decoy" divorce, because it was far cheaper and more effective than telling the TRUTH about anything!

As such, I am missing a LOT of significant PROOF that Ms. Story and Judge Binkley didn't treat me ethically or legally.

I understand how powerful they both are, which is why I KNOW that I have no hopes of receiving any financial restitution from them, without Counsel and another five years of my life to devote to this.

I just want all the LIES removed, no record as an ABUSER, as a STALKER, a simple non-contested divorce with no alimony due either party, ever! With any of the bogus legal fees for Ms. Story or Ms. Fenton charged back to Ms. Fenton. While I'm not even seekig restitution for my legal fees, if you could please just order Williamson County Court to pay the fees for this appeal, both their fees and yours. I believe there is more than adequate fault they have significant exposure here.

I also need the Order of Protection both terminated and expunged from existence, so that it won't keep hurtiing my already terrible vocational opportunites please.

If you all can accomplish that, without the need for me to write a Brief, or their reply brief, or anything else, then I will be satisfied with that, and move on with my life!

I know that legally I'm due probably a mid-six figure judgment, but I also know that I'll never get it! So at age 51, I just want to have my NAME, my REPUTATION, and my CONSTITUTIONAL RIGHTS restored as though none of this craziness took place!

If that is not possible, then please provide me with legal counsel, because surely anyone who listens to the audio recording of the hearing on 8/29/2019 WHILE FACT CHECKING EVERYTHING STORY/BINKLEY say with the previous judgment and both sets of transcripts, NOTHING lines up! They just relentlessly BULLIED me darn near to death!

If you can't either provide the simple cure requested above, or provide me with legal counsel to draft my brief, along with the time for them to do so, knowing there is a LOT of Discovery in this case, which without seeing it is really overwhelming and surpasses most peoples ability to BELIEVE. That is why the AUDIO TRANSCRIPTS, along with the documented PROOF I'm sending you here and in several subsequent emails (due to file size), asking that you please supplement my record with each. While PLEASE recording the 8/29/2019 TRANSCRIPTS OF EVIDENCE as TRANSCRIPTS OF EVIDENCE instead of leaving it burried in my Technical Record as Williamson County did it. I spent \$500 and I couldn't tell you all the work I went through to try to do that correctly 15 different ways, buty Williamson County REFUSED to file that as a Transcript of Evidence. Now that I'm supplying you with the AUDIO RECORDING (which Judge Binkley gave me permission to record) as well as the written transcripts, with time markers written throughout the transcripts the top left of each paragraph, it is SO EASY TO VERIFY, it is much more reliable than a single media format! While the AUDIO format is essential to know the TONE, FORCE, and ways which we all communicated, to be able to separate out what was clearly abusive.

As stated, I'm about to send you probably close to a dozen emails of files, asking that you PLEASE add them to my record so that it contains an element of TRUTH!

If you want to SEAL all the records when this is over, to protect us ALL from embarrassment, I am fine with that. I just don't want the Court hiding their faults, burried in the technical records instead of as a transcript of evidence, while exposing all of our dirty laundry.

Also, if none of these solutions will work for you, then please transfer this appeal to the Eastern Tennessee Court of Appeals. I'm hoping they will have less conflicts of interests relationally, but I really don't know. I just read that they are quite vigelant at prosecuting bad Judicial actors. Plus I really like that one Supreme Court lady from over there... Sharon G. Lee. I have a tremendous amount of respect for her, putting the US Constitution above both TN law, and the people who administrate those laws. I really like this opinioin of hers: https://www.tncourts.gov/sites/default/files/christensenj.opn_dis.pdf (It was the article that the language on our No Trespassing Signs were based upon.)

I'm planning to live with my mother now for the rest of her life, so as much as I hate Michigan, I expect to live out the rest of my life here. While though I absolutely loved Tennessee and Williamson County, living in Middle Tennessee for 25 years, I will never step foot on Tennessee Soil again, unless I must to seek the restitution of my NAME and RIGHTS. I lost too much way too quickly, while finding that without \$\$ I had no voice at all!

Please don't take that personally. I loved the people there, but in 7.1 minutes of my testimony, with only TWO short 30—minute court hearings, I lost everything that I loved in my LIFE! Then I was chased out nearly at gun point, which Virginia Story went to Federal Court to obtain an order to sell my personal property, which she made me leave there, in an attempt to supercede Tennessee State law. She wanted to deny me my \$10k personal property exemption, and tried to extort \$2k from my mother for puffed up storage charges, or said that she would sell or discard of my stuff. I don't mean to be rude, but that woman belongs behind bars! I've dealt with alol sorts of people in my life, but I've never dealth with anyone as absent of a soul as her, on either side of the law.

Since I'm NOT seeking money, since you will SEE and HEAR I have been terribly violated by Ms. Story under the pretense of law, I don't see why their would be any need for her to have an opportunity to write a brief, or to drag this out further. She is the one who deserves to be charged with crimes. She is the one who would owe me hundreds of thousands of dollars, but I know that I'll never get it, so I'll just be better off to let go of any money!

Additionally, my ex-wife is broken and destitute from this all. She is currently unemployeed and bankrupt. I know that she will recover, but she won't even try until after this action is over with, for fear that she will be forced to pay me alimony, and I'd rather just close that door and assure her that she is free to try to live the best life that she can.

So I'm hoping that this once the COA can make an exception for all of our best interests. There just isn't anyleft left to gain, without either myself or Ms. Fenton losing MORE, both of which are unacceptable consequences to me. Please don't allow them to file charges against Ms. Fenton, because she could have never done MOST of this without POWERFUL: PEOOPLE who could lift her OVER the laws.

If anything bad will happen to Ms. Fenton, then I will need to battle this out with the Courts to try to protect her, from the bigger bullies on the playground. Otherwise, I just need my life back please!

Please let me know any questions or concerns you have.

Thank you for considering my request.

Everything to follow in the next two days will be in regards to this action, requesting to be supplemented to my record please.

Again, I do ask that this all be looked at and considered by THREE of the JUSTICES at the Appellate Level, so that one judge alone who is buddies with either party can't just sweep this under the rug. I

know that we'd like to think that isn't the sort of World we live in, and I know nothing about any of you personally, I just know how Nashville works.

For anyone who is concerned that I might been a nut case, then listen to the audio first please! Plus, though the court heard me speak a whole 7.1 minutes to decide that I'm a danger to society, my psychiatrist and my psychotherapists, have literally spent HUNDREDS of hours with me, and believe exactly the opposite, as the documentation which you hjaive in my ADA mod request shows... which I will attach here again.

Both are LIFE LONG Brentwood residents. Terry Huff my Psychotherapist's family has been living in Williamson County since the 1800s! His parents founded Agape, Huff Grocery in Brentwood, and were tremendously respected and wonderful people, as is Terry. He would never attest to anyone being "safe" who is dangerous, for any amount of money. He won't even accept a free book without buying it!

As for my Psychiatrist Dr. Richard Rochester, besides being an expert in his field, he grew up in the shadow of US District Middle Tennessee Judge Thomas Wiseman, trying to live up to his standards, since they were his wife's parents.

I may have any voice, power, or money here, but these people are all SALT OF THE EARTH, and their voices echo that I AM NOT DANGEROUS TO MS FENTON OR ANYONE ELSE! Terry Huff has even met with both me and Ms. Fenton together, way more recently than Ms. Story's claim of us not communicating in her OP application, so Terry knows about some of Ms. Fenton's challenges too, and has watched the dynamic between us, and knows that my heart only hurts for her! If I could give her everything we had together back and just walk away empty handed, I would in a heartbeat, but I wanted my "legal share", which ended up not being something Ms. Fenton was willing to part with, so we lost everything. I wish I had a clue earlier, so that at least I could have left her in a better place than I found her in, 15-years ago. But regretfully I don't have that power.

Please let me know when you all decide, how I should proceed. If you can't cure my name, reputation and civil rights without me writing a BRIEF, I will waste months more of my life on it, but I've already been in this basement in Michigan for a year, and would like to get to have some good memories with my mother while she is still able to get around and about.

Thank you for your consideration.
Jeff Fenton

8/29/2019	9:17 AM	HUSBAND'S RESPONSE AND COUNTERMOTION TO WIFE'S MOTION FOR VIOLATION OF THE EX PARTE ORDER OF PROTECTION AND FOR DATE CERTAIN FOR WALK THROUGH OF HOUSE AND MOTION FOR SCHEDULING ORDER	63-PAGES (Primary) TR. v1 (page 119) through TR.v2 (page 181) v1: 124 through v2: 32	TR. v1-v3 (p119 - 380)	v1: 124-155 v2: 2-151 v3: 2-80	Court started at 9am... texted M stayed up several nights in a row p Exhibit-B, had to run out the door minutes AFTER court started, then where I handed Virginia Story Capi copies of my signed and stamped r
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JEFF FENTON

17195 Silver Parkway # 150
 Fenton, MI 48430-3426
 Phone: (615) 837-1300

FILED
04/07/2021
Clerk of the
Appellate Courts

**IN THE SUPREME COURT OF TENNESSEE
AT NASHVILLE**

FAWN TIFFANY FENTON v. JEFFREY RYAN FENTON

**Chancery Court for Williamson County
No. 48419B**

No. M2019-02059-SC-R11-CV

ORDER

Upon consideration of the application for permission to appeal of Jeffrey Ryan Fenton and the record before us, the application is denied.

PER CURIAM

FILED
11/19/2020
Clerk of the
Appellate Courts

**IN THE COURT OF APPEALS OF TENNESSEE
AT NASHVILLE**

FAWN TIFFANY FENTON v. JEFFREY RYAN FENTON

**Chancery Court for Williamson County
No. 48419B**

No. M2019-02059-COA-R3-CV

ORDER

The record on appeal was filed on June 15, 2020. Under Tenn. R. App. P. 29(a), the appellant’s brief was originally due on July 15, 2020. On July 10, 2020, this Court granted the appellant an extension of time within which to file his brief through September 15, 2020. On September 15, 2020, this Court granted the appellant an additional extension of time through October 15, 2020, but admonished the appellant that no further extensions would be granted absent a showing of exigent circumstances. Rather than file a brief, the appellant filed a motion on October 16, 2020, requesting yet another, indefinite extension of time.

On October 27, 2020, this Court granted the appellant “one final opportunity to file a brief” and directed the appellant to file a brief on or before November 9, 2020. Our order provided that failure to file a brief by November 9, 2020, could result in dismissal of the appeal without further notice. As of the date of this order, the appellant has still not filed a brief.

It is, therefore, ordered that this appeal is dismissed. The appellant is taxed with the costs for which execution may issue.

PER CURIAM



Supreme Court – Middle Division
Appellate Court Clerk's Office - Nashville
100 Supreme Court Building
401 7th Avenue North
Nashville, TN 37219-1407
(615) 741-2681

Jeffrey Ryan Fenton
17195 Silver Parkway, #150
Fenton MI 48430

Re: M2019-02059-SC-R11-CV - FAWN TIFFANY FENTON v. JEFFREY RYAN FENTON

Notice: Mandate - Issued

Attached to this cover letter, please find the referenced notice issued in the above case. If you have any questions, please feel free to call our office at the number provided.

cc: Jeffrey Ryan Fenton
Virginia Lee Story

Additional case information can be found at www.tncourts.gov

**IN THE SUPREME COURT OF TENNESSEE
AT NASHVILLE**

FAWN TIFFANY FENTON v. JEFFREY RYAN FENTON

**Williamson County Chancery Court
48419B**

No. M2019-02059-SC-R11-CV

Date Printed: 04/09/2021

Notice / Filed Date: 04/09/2021

NOTICE - Mandate - Issued

The Appellate Court Clerk's office has issued the Court of Appeals mandate in its entirety to the trial court clerk in the above-styled appeal. The mandate consists of certified copies of the judgment, any order as to costs, and a copy of the opinion. This action signifies the end of the appeal.

The Appellate Court Clerk's office will not accept any filing from any parties or their counsel after issuance of mandate except those requesting recall of the mandate, those related to withdrawing the record or portions thereof, and those related to the assessment of costs.

**James M. Hivner
Clerk of the Appellate Courts**

M2019-02059-SC-R11-CV: Case Statement

	<p>APPELLATE COURT COST CENTER</p> <p>Arcade Station P. O. Box 198781 Nashville TN 37219-8781 Telephone: (615)253-5105 Tax ID#: 62-6001445</p>	<p>STATEMENT</p> <p>STATEMENT DATE: APRIL 12, 2021</p>		
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> <p>FOR: Jeffrey Ryan Fenton 17195 Silver Parkway, #150 Fenton MI 48430</p> </td> <td style="width: 50%; border: none;"> <p>CASE NO.: M2019-02059-SC-R11-CV STYLE: FAWN TIFFANY FENTON v. JEFFREY RYAN FENTON</p> </td> </tr> </table>			<p>FOR: Jeffrey Ryan Fenton 17195 Silver Parkway, #150 Fenton MI 48430</p>	<p>CASE NO.: M2019-02059-SC-R11-CV STYLE: FAWN TIFFANY FENTON v. JEFFREY RYAN FENTON</p>
<p>FOR: Jeffrey Ryan Fenton 17195 Silver Parkway, #150 Fenton MI 48430</p>	<p>CASE NO.: M2019-02059-SC-R11-CV STYLE: FAWN TIFFANY FENTON v. JEFFREY RYAN FENTON</p>			

Outstanding Invoices

INVOICE DATE	INVOICE NUMBER	INVOICE TYPE	INVOICE STATUS	INVOICED AMOUNT	BALANCE
03/11/2021	184291	State Litigation Tax	Open	\$13.75	\$13.75
01/19/2021	184292	Filing Fee	Open	\$350.00	\$350.00
TOTAL				\$363.75	\$363.75

Payments on the Above Invoices

PAYMENT DATE	RECEIPT NUMBER	PAID BY	PAYMENT METHOD	ON INVOICE (\$)	PAYMENT AMOUNT
No records were found.					
TOTAL PAID					\$0.00

Make all checks payable to Appellate Court Cost Center

M2019-02059-COA-R3-CV: Case Statement



**APPELLATE COURT
COST CENTER**

STATEMENT

Arcade Station
P. O. Box 198781
Nashville TN 37219-8781
Telephone: (615)253-5105
Tax ID#: 62-6001445

STATEMENT DATE: APRIL 12, 2021

FOR: Jeffrey Ryan Fenton
17195 Silver Parkway, #150
Fenton MI 48430

CASE NO.: M2019-02059-COA-R3-CV
STYLE: FAWN TIFFANY FENTON v. JEFFREY
RYAN FENTON

Trial Court No: 48419B

Outstanding Invoices

INVOICE DATE	INVOICE NUMBER	INVOICE TYPE	INVOICE STATUS	INVOICED AMOUNT	BALANCE
11/20/2019	173099	State Litigation Tax	Open	\$13.75	\$13.75
11/20/2019	173100	Filing Fee	Open	\$550.00	\$550.00
TOTAL				\$563.75	\$563.75

Payments on the Above Invoices

PAYMENT DATE	RECEIPT NUMBER	PAID BY	PAYMENT METHOD	ON INVOICE (\$)	PAYMENT AMOUNT
No records were found.					
TOTAL PAID					\$0.00

Make all checks payable to Appellate Court Cost Center

Jeff Fenton

From: Sandy Garrett <sgarrett@tbpr.org>
Sent: Wednesday, May 10, 2023 10:52 AM
To: Jeff Fenton
Subject: RE: FENTON CASE: The Most High-Value Evidence to Date (Please Prioritize this over Everything Else I have Sent You)

Mr. Fenton: I have reviewed the attachments sent to me which you state are “the most high-value evidence to date”, however, these documents on their face do not support a finding of a violation of the Rules of Professional Conduct. I understand that you are dissatisfied with your divorce and the accompanying bankruptcy yet you have not provided the Board of Professional Responsibility with any Order or finding by any Court of misconduct or fraud.

Sandy Garrett

Chief Disciplinary Counsel

Board of Professional Responsibility
of the Supreme Court of Tennessee

10 Cadillac Drive, Suite 220

Brentwood, TN 37027

Phone: 1-615-361-7500, ext. 211 or 1-800-486-5714

Fax: 1-615-367-2480

Email: sgarrett@tbpr.org

2023 NEW LINK: <https://1drv.ms/u/s!AIWYAYYGDEXagYMz5mxcUDdnhoLssw?e=l2xWTA>

TO DOWNLOAD TRANSCRIPTS ALONG WITH AUDIO RECORDED WITH JUDGE BINKLEY'S PERMISSION IN ADVANCE ON 8/29/2019, which is important as it shows THE TONE by which I am COERCED, DEGRADED, and MOCKED, while Binkley and Story literally "TAG-TEAMED", and Binkley ordered every WORD said by STORY, even though her claims do NOT match the transcript from 8/1/20219, nor her original divorce complaint where she admitted that we had lived apart for a year and already split almost ALL of our personal property. HENCE there was no MARITAL ASSETS to DISSIPATE and she did this PURELY to obstruct the Tribunal/Administration of Justice, while writing FRAUD UPON THE COURT directly into the Court Order, making it sound like I had voluntarily chosen to relocate to Michigan, which was the FURTHEST thing from the TRUTH! They COERCED my signature on the Listing Agreement under the threat of Incarceration, after which I notified everyone and told them that it was signed under extreme duress, without even having a chance to read it in Court, making it NULL and VOID. While I know the Real Estate Laws, no Listing Agreement is BINDING until there is a PURCHASE AND SALE AGREEMENT with a BINDING SIGNATE DATE which has been received by ALL PARTIES! Yet they committed REAL ESTATE DEED FRAUD and used my coerced signature anyway. (While the Auctioneers, the closing company, Story, Beeler, all refused to give me a FULLY executed copy of my HUD-1 Settlement Statement so that I could SEE what my home sold for, and where the funds went!

Add text here

In over three years, that is just a fraction of the information which I have been wrongfully denied by Attorney Story and every professional involved. Finally the DOJ USTP gave me a copy of the Warranty Deed, which proved that they essentially used my forged and coerced signature, after I was extremely clear with everyone including the Court and Judge Binkey, that this transaction was illegal and I fervently refused to consent. (Judge Binkley never had JURISDICTION to hear the deprivation of my property, because the Bankruptcy was filed LONG before the Divorce, and according to the Federal Rules of Bankruptcy Procedure, the STATE is specifically forbidden under the circumstances of taking jurisdiction over my home. This was all a SCAM! The bankruptcy Court was required to dispose of the matter within 14-minutes of the bankruptcy filing, but instead they waited 97-DAYS until the first day that I wanted into Chancery Court, someone knowing that Judge Michael W. Binkley would illegally take my home that very first day, months before he ever met me, without a care in the world whether I could even SURVIVE as a result.

I still don't know if you're just running me in circles again to waste my time and exhaust me, or if you will allocate some resources to viewing the transcripts impartially, removing all the alleged "merits" as they are almost purely FRAUD UPON THE COURT in the first place, while the Administration of Justice and Ms. Story's adherence to the Rules of Professional Conduct should not be altered.

The markup I provided you with Willful and Wanton Violations of Judicial and Professional Conduct has the specific pages highlighted which I believe were each and all violated somewhere during the case. While the bunny was one of my pets which I lost during this scam, that I tried to use as a mental health break to retain my sanity amidst over three years of litigious torture, for no reason other than to TORTURE ME and to illegally protect the Court and the Counsel, while endangering my ex-wife, violating Story's fiduciary agreement with her, to protect my ex-wife's interests over her own. By forcing me to see help with Federal Law enforcement, which puts everyone in jeopardy, simply because they wanted that 6-year out of jurisdiction, bad faith, PRIOR RESTRAINT as Judge Binkley is KNOWN FOR. NOT TO PROTECT MY EX as I can repeatedly PROVE, but to protect Judge Binkley and Attorney Story for having their own CRIMES EXPOSED! It is a sick and twisted game to destroy a man's life, then stand on his neck to prevent him from even trying to get up and someone struggle to survive. When despite Story's almost exclusively Fraudulent Narrative, I had done NOTHING WRONG to even begin to deserve to have my character assassinated before I entered the Court. As I said, I was a licensed realtor for 17-YEARS, with access to hundreds of millions of dollars' worth of Real Estate, without a single professional impropriety of any sort, while I can provide references who will insist that this is the most outrageously damning mischaracterization of my person they ever hear of. Testimonies by some of the finest FAMILIES in Middle Tennessee!

It was ALL A LIE and a SCAM! (And even if it wasn't, Binkey and Story DISQUALIFIED THEMSELVES roughly a DOZEN TIMES! By ABSURD BIAS, MISCITED LAWS, ILLEGAL ORDERS, using the Williamson County Sherriff's Office to both EXECUTE and ENFORCE A FELONY EVICTION which Story DEMANDED UPON, while I have emails with her both before and after, showing that she did that COMPLETELY INTENTIONALLY. While I still didn't know that she was the one writing the false court orders against me. She intentionally exploited my disabilities and BULLIED THE LIFE OUT OF ME! Which I repeatedly reported to EVERY COURT, but nobody did a thing about. That was why I had hoped to end thigs with my ex-wife amicably, because the property and money was already gone, and I KNEW that Judge Binkley and Clerk & Master Beeler were allowing STORY TO strategically target my disabilities, intentionally attack, overwhelm, and exploit them for an unconscionable strategic advantage. Far more than needed, for the literal thrill of hurting me WORSE! (While I have LOADS of evidence that is true, as well as my elderly mother's testimony as she threatened us and sent the auctioneer to my home to physically intimidate us to get out.

I believe this will be a RICO case by the time it is over! If not, conspiracy against rights, under color of law, office, and official right, along with Hobbs act Extortion of both my home and my silence thereafter, along with Fraud Upon both Courts by Officers of Both Courts while working in tandem in horrible faith, while violating the ADA which strips all State immunity, with coercion, threats, retaliation, and interference, which continues each and every day of my life until this matter is cured! While I will seek restitution not from my exwife, but the horde of Counsel who refused to do one honest, good faith thing, while I gave those

transcripts and audio recording to John Coke, Jim Hivner, and all three COA Judges, betting them just to listen, and FACT CHECK every word spoken with the LAW and the RECORD to date. Yet EVERYONE either refused to do that, or did so, without ever saying one word either FOR or against BINKLEY!

THREE YEARS being forcibly HOMELESS from what was a beautiful half-million-dollar home, we would have paid off in 15—years when we retired. Our MILLION-dollar retirement investment, worth well over \$800k a year ago! While only \$300k were owed on mortgages, and neither my exwife nor I received a PENNY for our premarital retirement investments invested in the property after losing over 50% of their value after the 2008 Financial Market Crisis.

They not only STOLE my retirement and HOME which I had spent nearly a decade customizing to be PERFECT FOR my exwife and I, to spend the rest of our lives in, but the entirety of BOTH of our premarital retirement funds as well, used as the downpayment for the purchase of the property, after which we put another \$200k of core health improvements into the property because of my ex-wife's asthma, and it had a horrible mold and dangerous electrical problems.

While Story said they wanted to skip mediation, not only for the safety of my ex-wife, but for the SAFETY OF EVERYONE INVOLVED IN THE MEDIATION PROCESS without an arrest in my life! Binkley had a supervisory duty to not allow her to cast such BIAS across the Court. A duty to maintain a fair atmosphere so I would even have a voice to testify for myself. But Attorney Virginia Lee Story refused to operate under ANY rule of Law, state or Federal, the judicial canons, Constitutions, and 50-100 violations of the Rules of Professional Conduct. Yet as long as her name isn't Manookian, she can get away with whatever she wants!

She was required to remove any false or manufactured articles of EVIDENCE in the trial Court through the Appeals Process, and though I provided them with 500+ Pages showing that EVERYTHING she had submitted was a fraudulent claim of evidence and testimony, she REMOVED NOTHING! Or they would have NO CASE LEFT! It was the most criminal act I have seen in my life on either side of the law, and they will be held legally accountable and known for what they truly are!

Don't worry, I have plenty of evidence of the scam between the State and Federal Courts, you don't even need to worry about that. Your sole concern is the enormous amount of VIOLATIONS of the Rules of Professional Conduct by Attorney Virginia Lee Story.

Here is the easiest way to access my transcripts, without me needing to do a lot of extra work. (Due to my disabilities, I am EXTREMELY SLOW.) The files are too large to email.

Explicit instructions are below. The only thing which has changed is the URL to download and access the files as security protocols force this change periodically.

Please read the email below your own, which I wrote to FBI Special Agent Mark Schafer (who I researched and found had written one of the criminal complaints against Casey Moreland, so I started calling around and seeking him out). after I was able to track him down through the Memphis branch of the FBI, I had their control center put me on hold, as they contacted Mr. Schafer to see if he would take a call from me, he kindly consented, and we spoke for about an hour and I've been providing him with information since.

Likewise, I also contacted the Acting United States Trustee for Region 8, over Kentucky and Tennessee and stent him a load of documentation. He assigned a local Trial Attorney by the name of Megan Seliber to investigate my fraud complaint, (who I've since learned has been involved in ROCoish deals with Binkley before, between the BK Court and Chancery. I've been hearing that they've got a little money making system going on there in Williamson County Chancery Court!

Ms. Seliber confirmed that I was NEVER PROVIDED NOTICE per the FRBP 7001, but then she tried to say it wouldn't make any difference and that she thought that the state had dual jurisdiction, which is all a bold face LIE, and I'll show you why in the next page.,

So, throughout Ms. Story's ENTIRE TESTIMONY, she makes FALSE CLAIMS OF LAW, landlord tenant law, contract law, real estate deed law, and Binkley just nodded his head up and down, grunting sounds of approval, letting her claim whatever she wanted.

I have 50GB of exhaustive evidence proving every part, from the transfer of my premarital IRA ROTH which was used as a downpayment on the purchase of the house, and was about 2/3 compared to my ex-wife's 1/3.

Ms Story speaks throughout in a way that absolutely DESTROYS MY CHARACTER by telling the most ABSURD LIES, which again, she has see evidence that they are all LIES, but then she knew that, since she fabricated the entire fraudulent narrativel While every WOIRD that came out of Story's MOUTH was taken by Binkley as if it was gospel TRUTH! While it was the most grotesque lies I've ever heard!

Even the personal statement which Story coached my exwife to write in support of her request for an OP Experte, so they could bind and gag me as they stole everything I had, was NOT SIGNED, which by the Federal Rules of Evidence makes it TRASH! While that while that was the fraudulent basis of the entire OP. Nothing would have EVER passed CROSS EXAMINATION, so they made sure that nothing ever had to FACE CROSS EXAMINATION!

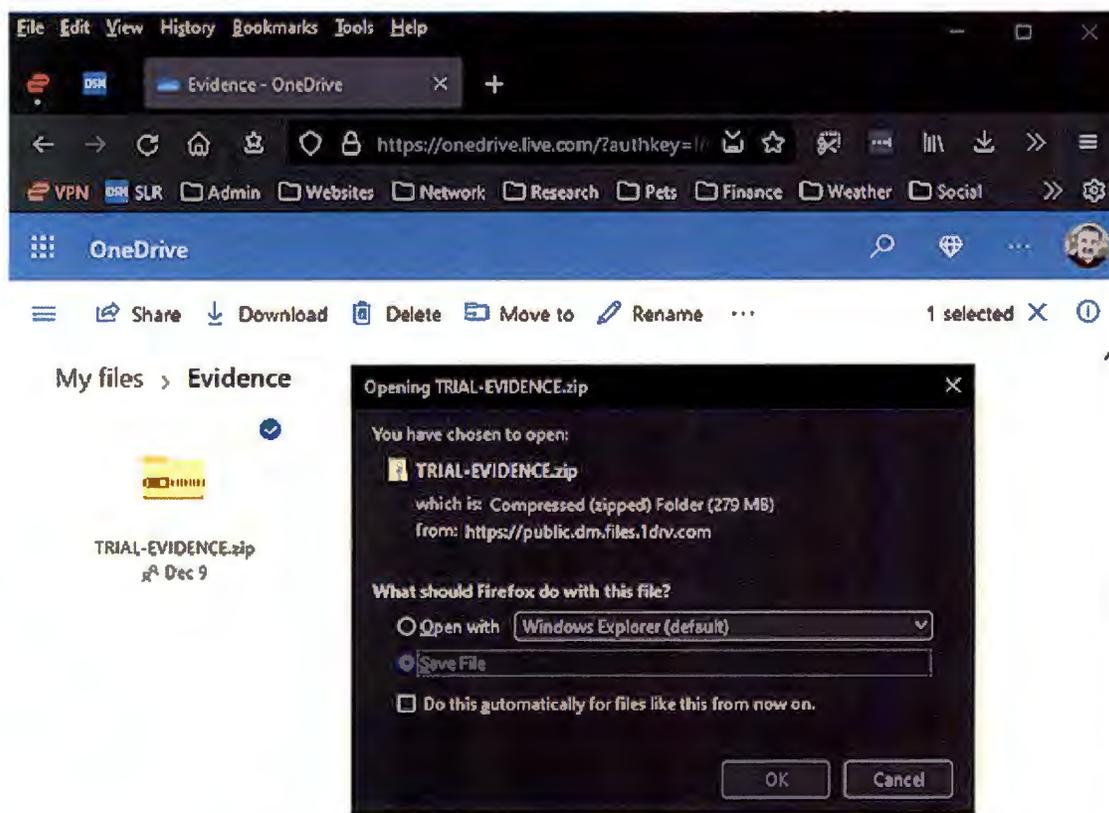
Mr. Fenton: Your email below dated May 2, 2023 states that two transcripts you sent to the Board of Professional Responsibility reflect Virginia Story's misconduct yet this office has never received any court transcripts but instead audio and written transcripts from the Clerk and Master's office. Additionally, your email to me states " Please leave me alone and do not contact me again." If you wish to pursue your complaint against Virginia Story, please provide the Board of Professional Responsibility with pleadings, orders, transcripts or other court filings supporting your complaint as Beverly Sharpe requested in her March 3, 2021 email to you.

Sandy Garrett
Chief Disciplinary Counsel
Board of Professional Responsibility
of the Supreme Court of Tennessee
10 Cadillac Drive, Suite 220
Brentwood, TN 37027
Phone: 1-615-361-7500, ext. 211 or 1-800-486-5714
Fax: 1-615-367-2480
Email: sgarrett@tbpr.org

From: Jeff Fenton
Sent: Thursday, December 16, 2021 12:17 PM
To: Mark Shafer <mshafer@fbi.gov>
Subject: FENTON CASE: The Most High-Value Evidence to Date (Please Prioritize this over Everything Else I have Sent You)
Importance: High



Hello Mr. Shafer,
I know that I've sent you a TON of content, dialog, and evidence. I don't know of any other way to convince you or anyone else that several highly respected powerful members of the Tennessee Bar unreasonably participated in a highly technical and synchronized "conspiracy against my rights" and my property. Along with a bunch of other violations of constitutional, federal, and state laws, and the judicial canons.



Much of what I've sent you is to convince you that I'm telling the TRUTH, despite the LIES sounding so much more "reasonable", on the surface.

Of everything that I've sent you, if you could please set everything to the side momentarily, ignore every word of my emails, and focus solely on downloading the OneDrive attachment to focus on downloading and looking through my "Smoking Gun #1" booklet, while listening to the Audio Transcript from 8/29/2019 trial and comparing it (along with the time marked certified transcripts from that hearing) with the provided 8/1/2019 Transcripts of Evidence and both subsequent Court Orders, while questioning/fact checking every Word spoken by Binkley & Story (with the court stamped documented provided herein), I believe that if you never read another email by me or anything previously sent, this would SHOW you where some key Federal Crimes took place against me.

BEST DOCUMENTATION I HAVE TO SHOW WHAT THEY DID. PROVIDES NOTES THROUGHOUT.

"TRANSCRIPTS OF EVIDENCE" SHOWN IN NEXT SCREEN SHOT ARE LOCATED INSIDE THIS "FENTON...." NESTED ZIP FILE. ABSOLUTELY CRITICAL!

THIS IS THE TOP-LEVEL INSIDE MY ZIP FILE ONLINE AT THE ONEDRIVE LINK PROVIDED

Before I loose your attention, as I know the domestic is overw helming, please take time to download the OneDrive Zip file (above or below):

<https://1drv.ms/u/s!AIWyAYYGDEXagYI8t3BylXSIyFvWZg?e=EthrpS>

This is the Best and Most Critical Evidence to Date!

THIS IS THE MOST HIGH VALUE EVIDENCE I HAVE SENT YOU SO FAR. THE MOST CRITICAL, OBVIOUS AND CLEAR, SHOWING FOUL-PLAY AND FEDERAL CRIMES BY BINKLEY/STORY. THERE IS MORE (CRIMINAL) I'M STILL WORKING ON DOCUMENTING .

THIS IS INSIDE MY ZIP FILE ON ONEDRIVE, FOR YOU TO DOWNLOAD. THE DOWNLOAD LINK I HAVE SUPPLIED IN THIS EMAIL.

There is more, and I'm still working on trying to separate the criminal from the domestic to make it a simpler task for law enforcement. I was just lambasted, fighting for my life and everything that I loved, while it was forcibly taken away within two months, just two 30-minute hearings, where I only got to speak for 7.1 minutes. (Which you can hear the audio of in the transcripts available at this link.)

It has taken me a long time to not only survive their cruelty, but to try to keep up with appellate deadlines, performing legal research, while the overwhelming burden of proof lied upon me to persuade any court or judicial oversight committee to help me, which after two years and well over 7,000 hours of work, you are the only person so far to take me seriously or care. So I certainly appreciate that.

This is the most important, convincing, concise, evidence I have to date. I would have sent it to you immediately, before the rest, but I didn't have it ready, while I'm still not satisfied with my "Smoking Gun #1" booklet, and I could probably spend months more working on it, I've tried to do a table of contents, which is complicated and time consuming for PDF documents... anyway, I finally just sent it to you before my window of opportunity closes.

SO I would appreciate it, if regarding all the stuff I've sent you, and even the emails, if you would temporarily set them aside to download and explore the contents of this zip file. I believe it will show you more in less time than anything else I have provided you. While I believe it contains all the evidence required to substantiate some Federal Criminal Charges (along with others), though there are more, which I shall continue to work on documenting, but will take me some time. The files I've provided in this ZIP download are definitely where I believe that you want to invest your time currently.

If you have some apprehension about downloading files from my Microsoft 365 OneDrive Account (or anywhere online), or if the FBI has some policy about that or preferred means of secure file transfer, I'd be more than happy to burn them on a DVD and mail it to you, if you will provide me with an address to mail it to.

I honestly want to help simplify this and help you get to the meat and potatoes with as little man hours as possible, because I think it is important for others in Middle Tennessee, I believe that their actions in my case can only be justified by admitting some lesser crime, but I see no way out of it without criminal admittance by Binkley and Story. I know that this information shows Story's complicity more so than Binkley, but Binkley unreasonably allowed her to do all of this, he empowered her, and allowed her to run the Court on 8/29, while my final default judgments (which I don't have documented much here, but I am working on that), Binkley sacrificed his slight veil of "plausible deniability" and OWNED the wholly unreasonable "Fraud Upon the Court", deprivation of my rights, and just plain cruelty, not giving a thought to the consequences for me. SO in the end, I see no way out for either one, or for Ausbrooks, or for Tommy Anderson, while Beeler may wiggle and dodge a little, she clearly helped in the cover-up and blocked my access to the Court, while their buddies in the COA, I believe are equally guilty in the cover up, or accessories after the fact. Walking by someone clearly drowning, without extending a hand.

I just want to make the best use of your time, and I believe that the files in this DOWNLOAD are it for now. Please let me know if you want me to mail you a DVD with the files, or transfer them by any more secure way for you.

Thank you very much for your help! Seriously!

Jeff Fenton

17195 Silver Parkway # 150
Fenton, MI 48430-3426

Phone: (810) 375-7456

Fax: (810) 255-4438

From: Mark Shafer mshafer@fbi.gov
Sent: Monday, December 13, 2021 3:13 PM
To: Jeff Fenton jeff.fenton@live.com
Subject: Re: FENTON CASE QUESTION

I am in receipt of emails. It will take me awhile to plow through the voluminous information. I will reach out when I need context or additional information or have question.
Thank you

12/29/2020

Board of Professional Responsibility

ATTORNEY LOGIN



Board of Professional Responsibility
of the Supreme Court of Tennessee

Search

ABOUT THE BOARD FOR THE PUBLIC FOR LEGAL PROFESSIONALS NEWS & PUBLICATIONS

The Board of Professional Responsibility is operating remotely.
For informal ethics inquiries, please enter your inquiry online using the informal inquiry form.
Ethics Counsel will be receiving informal ethics inquiries online only.

The Board of Professional Responsibility will be closed on Thursday, December 31 and Friday, January 1.

Your complaint has been successfully submitted. Please note that your complaint cannot be processed until documents reflecting the attorney's representation and/or documents supporting your complaint are received by the Board within the next 30 days.

// For The Public // File a Complaint

Attorneys who violate the Rules of Professional Conduct are subject to discipline, which could mean suspension of the right to practice law, or even disbarment.

All lawyers, however, are not of equal abilities. Some are more capable than others and sometimes they make mistakes. A lawyer may lose the trust and confidence of a client for various reasons. In some cases this may result from unethical conduct. In other cases, grounds for discipline may not exist because the lawyer may not have violated the Rules of Professional Conduct.

Disciplining a lawyer requires evidence - proof of misconduct - to justify disciplinary action. Likewise, the action of the lawyer must constitute misconduct. An honest disagreement about how a case should have been handled does not constitute misconduct, even if the outcome of the case is disappointing.

A mistake alone does not constitute misconduct. Like all others, lawyers make mistakes. If a mistake causes a loss, the client may be able to recover the loss in a law suit against the lawyer. But a mistake or error in judgment by itself is not misconduct.

If you have a problem of inadequate communication - lack of sufficient agreement or some misunderstanding - it may be the problem can best be resolved by a frank talk with the lawyer. The Board's Consumer Assistance Program may also be helpful in resolving misunderstandings with your attorney.

If your efforts have not satisfactorily resolved your concerns, complete and submit the "Online Complaint Form" below. Alternatively, [CLICK HERE](#) to print a blank copy of the complaint form.

- For alleged ethical violations of a serious nature, check, "I am submitting this form as a formal complaint."
- For concerns which do not rise to the level of serious ethical violations, check, "I am submitting this form as an informal request for assistance."

Complaint Form

Q Lookup Lawyer

Type any part of the name or BPR number (minimum 3 characters)

Date of first contact with Lawyer

yyyy/mm/dd

Date of last contact with Lawyer

yyyy/mm/dd

Board of Professional Responsibility

of the Supreme Court of Tennessee

CONSUMER ASSISTANCE PROGRAM

Beverly P. Sharpe, Counsel
Director of Consumer Assistance

10 CADILLAC DRIVE, SUITE 220
BRENTWOOD, TENNESSEE 37027
TELEPHONE: (615) 361-7500
FAX: (615) 367-2480
E-MAIL: cap@tbpr.org
WEBSITE: www.tbpr.org

January 29, 2021

Jeffrey Fenton
17195 Silver Pkwy #150
Fenton, MI 48430-3496

RE: Complaint Number: 66373c-6
Attorney: Virginia Lee Story

Dear Mr Fenton,

We reviewed your letter and materials about the opposing counsel. We are sorry to hear of the difficulties you have experienced.

You said your divorce was handled unfairly and based on misinformation. You have recently filed an appeal. If the appeal decision by the court indicates that the opposing counsel acted improperly, please send us a copy of the decision and a letter of explanation to review for possible attorney ethical violations. Our office is not a court with the authority to change any order or decision of a court, including any Order of Protection or divorce decree. We are not permitted to represent individuals and so cannot assist with your appeal.

You mentioned crimes. Our office does not prosecute crime. Any crime should be discussed with law enforcement or the local district attorney's office where the crime occurred. If any attorney is indicted for crime or fraud is found by any court, please write us with that information for our further review.

You appear to need prompt legal advice. Please see the enclosures in searching for representation, for sources of free or low cost legal services or self-help information. We hope this information is helpful. Please reference your CAP number above when writing our office about this attorney. Thank you for your assistance.

Sincerely,



Beverly P. Sharpe, Counsel
Director of Consumer Assistance

Enclosure: **Lawyer Referral Services Brochure**
TALS Brochure

8PS.mtl



CONSUMER ASSISTANCE PROGRAM

BOARD OF PROFESSIONAL RESPONSIBILITY

of the

SUPREME COURT OF TENNESSEE

LAWYER REFERRAL SERVICES

Our office is not permitted to refer, recommend, appoint or assign attorneys. We have no authority to give specific legal advice or represent individuals. Please seek independent legal advice promptly to avoid missing any deadlines.

To assist you in locating an attorney, a list of Lawyer Referral Services (LRS) in Tennessee is provided. Generally, a half hour appointment is set to consult with the lawyer for a small fee, not the usual hourly rate, before hiring the attorney. To avoid misunderstandings when hiring any attorney, obtain a written fee agreement at the first conference.

Chattanooga Bar Association

801 Broad St Ste 420
Chattanooga, TN 37402
Phone: (423)756-3222
Website: www.chattbar.org
Serving: Hamilton, Bradley, Rhea
Counties and Southeast Tennessee

Nashville Bar Association

150 Fourth Ave N Ste 1050
Nashville, TN 37219
Phone: (615)242-6546
(888)577-1939 (toll free)
Website: www.nashvillelawyerreferral.org
Serving: Davidson County and Middle
Tennessee

Knoxville Bar Association

PO Box 2027
Knoxville, TN 37901-2027
Phone: (865)522-6522
Website: www.knoxbar.org
Serving: Knox County and East Tennessee

Memphis Bar Association

145 Court Ave Ste 301
Memphis, TN 38103
Directory only, not referral
Phone: (901)527-3573
Website: www.memphisbar.org
Serving: Memphis & Midsouth Tennessee

Other resources to find qualified attorneys or legal assistance:

www.tba.org/info/find-an-attorney
www.justiceforalltn.com
www.HELP4TN.org 1-844-Help4TN (1-844-435-7486)
www.lawsearchpro.com

Martindale-Hubbell www.martindale.com 1-800-526-4902 is not a "Referral Service" but is an Online Attorney Directory to assist in locating an attorney. Search for an attorney by location and type of practice. If you do not have access to a computer, a printed directory can usually be found at local public libraries in the reference section.

Revised 2020



CONSUMER ASSISTANCE PROGRAM BOARD OF PROFESSIONAL RESPONSIBILITY

of the

SUPREME COURT OF TENNESSEE

TENNESSEE ALLIANCE FOR LEGAL SERVICES

www.tals.org

Help4TN

A toll-free phone line offering free legal information and referrals to assist Tennesseans in finding resources to deal with civil legal issues.

- By telephone, dial 1-844-HELP4TN (1-844-435-7486)
- Talk to an experienced Tennessee attorney for free legal advice and referrals.

A web portal designed to provide Tennesseans with a broad range of legal and social services resources in a one-stop venue.

- Visit the website www.help4tn.org
- Email legal questions, see court forms, watch videos about legal issues and more.

Free Legal Answers

Users are provided online advice and counsel about civil legal issues from a volunteer attorney at no cost. An easy-to-use, web-based pro bono clinic for low-income persons. Users can post questions about their civil legal needs and receive basic legal information and advice from attorneys.

- See if you qualify by visiting www.tn.freelegalanswers.org
- Sign in to ask a legal question on the website
- An attorney will reply to you on the website
- You'll receive an email when your question is answered

Justice For All - A Tennessee Supreme Court Initiative

Users who cannot afford a lawyer and need legal help in civil cases, may find a lawyer or agency to help with all or part of a civil legal issue, or find information to better understand what is needed to represent yourself in civil legal matter.

- Visit the website www.justiceforalltn.com

Jeff Fenton

From: Jeff Fenton
Sent: Monday, February 22, 2021 8:04 AM
To: Sandy Garrett
Subject: RE: Virginia Lee Story | PLEASE DO NOT FORWARD TO CAP | Batch 1 of 2
Attachments: 2019-08-29 SMOKING GUN #1 - FACT CHECKING PROOF of PERJURY (compare with audio).pdf; APPLICABLE - RULES OF PROFESSIONAL CONDUCT.pdf; 2020-12-29 Narrative of BPR Complaint against Attorney Virginia Lee Story.txt

Importance: High

Hello Ms. Garrett,

I'm extremely disappointed that though I selected on your website the check-box specifying "I AM SUBMITTING THIS FORM AS A FORMAL COMPLAINT" (not an "Informal Request for Assistance"), that my complaint was still forwarded to your CAP Division (Consumer Assistance Program).

Regardless of what their last names are, if they refuse to live and function under the RULE OF LAW, then they have no place in being trusted "Members of the Court", or certainly in administering justice! I've never even been arrested, and I lost everything in my life, including my \$500k Brentwood home (now worth over \$800k), for ZERO dollars. While being rendered literally homeless and destitute, without so much as DUE PROCESS! All in just 30 minutes of the Court's time!

While Chancellor Binkley didn't question a WORD spoken by Attorney Story, while I was deprived of my rights, my beautiful Brentwood home, and all of my real property, "under color of law"! **There was no truth to be found in any of it!**

I completely understand the scope of the work and professional responsibility held by the "Board of Professional Responsibility". From what I understand, no court can discipline, suspend, and disbar an attorney for misconduct, except for your organization! Which is exactly why I have gone through great efforts to contact you and provide you with nearly 500 pages of documented evidence of grossly unethical behavior and misconduct on the part of Attorney Virginia Lee Story, as well as a number of other members of the Tennessee BAR.

As stated on your website:

"Attorneys who violate the Rules of Professional Conduct are subject to discipline, which could mean suspension of the right to practice law, or even disbarment."

This is exactly what I expected in contacting your organization, my other needs will be sought elsewhere. It has been a tremendous undertaking, to even attempt to challenge these high profile individuals, who live as though they are "ABOVE THE LAW". Which I expect is some of the apprehensions in your BOARD holding them "Accountable" to the Tennessee Rules of Professional Conduct, but that is exactly what I need from you please!

As also instructed on your website:

For alleged ethical violations of a serious nature, check, "I am submitting this form as a formal complaint."

Hence on my complaint form, I specifically selected **"I am submitting this form as a formal complaint."** (Not to be forwarded to CAP, with a few meaningless fliers mailed to me, marking my complaint "no further action" until a court of law rules.)

Please remove this case from the CAP division. All that they did was mail me several pages on free legal services within the State of Tennessee, all of which I exhausted over a year ago.

I understand the roles of the DA, the AG, the FBI, the TBI, the COA, the AOC, and the Supreme Court. I also understand the role of the BJC, where I've spoken with Shane A. Hutton, "Assistant Disciplinary Counsel" in regards to my complaint against Judge Michael W. Binkley. As for my ETHICAL COMPLAINTS regarding LAWYERS within the State of Tennessee, I am told that the BPR is the one and only entity, board, authority, appointed, funded, and responsible for that! Which is exactly why I filed my complaint form on your website, and hope that your organization will immediately launch an investigation into the mountain of horrendous, abusive, cruel, and downright inhumane ethical violations which I have and shall continue to provide you with evidence of, in my case alone.

Below are a few of the brazen violations by Attorney Virginia Lee Story during my case:

- Rule 1.2 - SCOPE OF REPRESENTATION
- Rule 1.6 - CONFIDENTIALITY OF INFORMATION
- Rule 3.3 - Candor Toward the Tribunal
- Rule 3.4 - Fairness to Opposing Party and Counsel
- Rule 3.5 - Impartiality and Decorum of The Tribunal
- Rule 4.1 - Truthfulness in Statements to Others
- Rule 8.3 - REPORTING PROFESSIONAL MISCONDUCT
- Rule 8.4 - MISCONDUCT

That is what happens when CORRUPT BUDDIES are allowed to continue above the law!

Please do your very best to ensure that adequate (impartial) resources are allocated to investigating my claims and taking ACTION to hold Attorney Virginia Lee Story **accountable** for her disrespect of EVERY rule of professional conduct, having violated EVERY pledge in her Oath of Office, having intentionally worked in direct opposition to both the Constitution of the State of Tennessee, along with the Constitution of the United States of America! She showed me nothing except for an insatiable lust for power by which to further harm me! Even after I was forced to relocate 600 miles away, to simply obtain replacement shelter and provision!

I am not crazy, and I can (and have) provided you with more EVIDENCE than probably anyone typically provides to your agency.

This involves Federal and State Fraud committed seperately, by Attorney Ausbrooks in Federal Bankruptcy Court, and Attorney Virginia Lee Story committing every other sort of Fraud in Chancery Court, while her good buddy, Judge Michael W. Binkley "rubber stamped" everything!

It is an abomination to Justice, and should be shameful and reprehensible to every Tennessee Citizen, especially those employed in a profession devoted to law, integrity, honesty, or justice!

Thank you for any real help you are able to provide.

Again, I understand the scope of your organization's authority and responsibilities. There is no need to "set my expectations" to not receive direct help. I'm seeking my legal cure elsewhere. **But I'm expecting you to prevent this from ever happening again to somebody else!**

In hopes of increasing the transparency, accountability, and integrity of Tennessee's legal system, to match the growth and need of Tennessee's economy.

Respectfully,

Jeff Fenton

17195 Silver Parkway # 150
Fenton, MI 48430-3426

Phone: (615) 837-1300
Fax: (810) 255-4438

Jeff Fenton

From: → Consumer Assistance - Board of Professional.. <cap@tbpr.org>
Sent: Wednesday, March 3, 2021 5:06 PM
To: Jeff Fenton
Cc: → Consumer Assistance - Board of Professional..
Subject: FW: Virginia Lee Story | PLEASE DO NOT FORWARD TO CAP | Batch 1 of 2

Society's commitment to institutional justice requires that JUDGES be solicitous of the RIGHTS of persons who come before the court.
***Geiler v. Commission on Judicial Qualifications, (1973) 10 Cal.3d 270, 286**

Mr. Fenton,

Our last letter asked you to send us the results of your appeal. However, I am reviewing the emails you recently sent to Ms. Garrett.

I will need additional information from you after my review is finished.

Your complaint could end up as a formal complaint, but Ms. Garrett has asked me to gather more information first as a preliminary step.

I will be back in touch with you.

Thank you for your assistance. ●



From: Sandy Garrett <sgarrett@tbpr.org>
Sent: Wednesday, March 3, 2021 4:00 PM
To: Jeff Fenton
Cc: Beverly Sharpe <bsharpe@tbpr.org>
Subject: RE: Virginia Lee Story | PLEASE DO NOT FORWARD TO CAP | Batch 1 of 2

Dear Mr. Fenton: It is my understanding that Beverly Sharpe sent you a letter requesting additional information but we have not received your response. Please respond to Ms. Sharpe's request for information and provide Ms. Sharpe with succinct facts reflecting Virginia Story's misconduct. Your cooperation is appreciated.

Sandy Garrett ●
Chief Disciplinary Counsel ●
Board of Professional Responsibility
of the Supreme Court of Tennessee
10 Cadillac Drive, Suite 220
Brentwood, TN 37027
Phone: 1-615-361-7500, ext. 211 or 1-800-486-5714
Fax: 1-615-367-2480
Email: sgarrett@tbpr.org



Virginia Story

**NO ACTION
REQUIRED**





Information for:

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Administrative Office of the Courts
511 Union Street, Suite 600
Nashville, TN 37219
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JOHN COKE NAMED GENERAL COUNSEL OF THE ADMINISTRATIVE OFFICE OF THE COURTS

July 14, 2022

The Tennessee Administrative Office of the Courts has named Attorney John Coke general counsel. Coke has served as assistant general counsel since 2016 and took on the new role effective July 1.



"Over the past six years, John has provided trusted and valuable legal advice on a variety of issues ranging from legislative fiscal impact statements to contracts to compliance as well as working directly with judges on leases, designations, disability access and the civil pattern jury instructions," said AOC Director Michelle J. Long. "John has provided leadership on key projects impacting the AOC and the judiciary. I am pleased to have him join our executive leadership team as general counsel."

The AOC general counsel heads the legal service and judicial development team, oversees administrative functions and judicial conferences, and supports trial and appellate judges across the state.

"I am honored and grateful for the opportunity to accept the role as the new general counsel for the AOC. I appreciate the support of the AOC and confidence in me for this position. I look forward to representing, leading, and adding value to the legal services division team, the AOC and the judiciary in this role," Coke said. "I will do my best to excel, learn, and grow in efforts to continue the successes of our agency and the Tennessee judiciary."

Before joining the AOC, Coke twice worked as a judicial law clerk for Judge Joe Binkley, Jr. in the 20th Judicial District (Davidson County). He also served as a judicial law clerk for Judge Hamilton Gayden, also of the 20th Judicial District. Earlier in his career, Coke spent two years in private practice where he focused on civil litigation.

Coke is a graduate of the Cumberland School of Law, Samford University and the University of Colorado.

Prior to attending law school, Coke worked in Washington, D.C., as a legislative assistant to former Senator Pat Roberts (R-KS) and former Senator Ben Nighthorse (R-CO). During that time, he focused on the following issues areas: judiciary, telecommunications, small business, housing, science and technology, foreign affairs, and military and defense.

Former AOC General Counsel Rachel Harmon was promoted to Deputy Director in March 2022.

John Coke

General Counsel at the Administrative Office of the Courts
Nashville, Tennessee, United States

Experience

Tennessee Supreme Court/Administrative Office of the Courts
General Counsel
July 2022 - Present (6 months)
Nashville, Tennessee, United States

Tennessee Supreme Court / Administrative Office of the Courts
Assistant General Counsel
September 2016 - July 2022 (5 years 11 months)
Nashville Area, TN

Attorney
Staff Attorney for Judge Joe P. Binkley, Jr.
July 2014 - September 2016 (2 years 3 months)
Nashville, TN

Howell & Fisher, PLLC
Attorney
August 2012 - July 2014 (2 years)

Judge Joe P. Binkley, Jr.
Legal Clerk
August 2010 - July 2012 (2 years)

Senator Pat Roberts
Legislative Aide
January 2005 - August 2006 (1 year 8 months)

Senator Ben Nighthorse Campbell
Legislative Aide
August 2001 - December 2004 (3 years 5 months)

Education

Samford University, Cumberland School of Law
Doctor of Law (JD), Law · (2007 - 2010)

University of Colorado at Boulder
Bachelor of Science (BS), Political Science and Government (1996 - 2000)

Contact

www.linkedin.com/in/john-coke-b884a156 (LinkedIn)

Top Skills

Civil Litigation
Legal Research
Personal Injury

Languages

English

Jeff Fenton

From: Jeff Fenton
Sent: Monday, October 5, 2020 11:12 PM
To: john.coke@tncourts.gov
Subject: I'm at fear for my SAFETY and that of my MOTHER (who has an immune disorder) from the unaccountable actions of Judge Michael W. Binkley and Attorney Virginia Lee Story (Definitive Evidence Attached - Listen and Fact Check PLEASE!)

Attachments: 2020-07-08 ADA Request for Modification due to Mental Health (Under Tennessee Judicial Branch Policy 2_07).pdf; 2019-08-29 Hearing at the Old Courthouse - Michael Binkley - Virginia Story - Jeff Fenton (Audio Evidence).mp3; 2019-08-29 Hearing at the Old Courthouse - Michael Binkley - Virginia Story - Jeff Fenton (Transcripts with Times).pdf; 2019-08-29 Hearing at the Old Courthouse - FACT CHECKING EVIDENCE (Error or Crime).pdf; 2018-08-30 Tennessean Article - How Close can Judges be with Lawyers - Story Hosts Vacations with Judges.pdf; 2018-09-24 Tennessean - Binkley Story Follow-up Article.pdf; 2020-09-24 Amended Order of Protection (5-Year).pdf; Strong Man Principle.pdf; FAWNS NOT A VICTIM.pdf

Importance: High

Hello Mr. Coke,

Ms. Story has INTENTIONALLY exploited my disabilities to HARM me repeatedly, even after I've lost my home and everything by a DEFAULT JUDGMENT while I was told in the attached audio recording which Chancellor Binkley gave me permission to record.

IF you will just take a few minutes and LISTEN to the hearing, while simultaneously FACT CHECKING, almost everything they BOTH say is a LIE! Simply by holding up the transcripts from both hearings, and the court orders from both hearings. They MASSIVELY FAIL TO MATCH UP! Never mind all the reasons WHY Chancellor Binkley never should hear cases presented by Ms. Story anyways!

I can't do this through the legal system with how corrupt it is, without help, and everybody is related to a Binkley... you even used to be his brother's clerk!

It is not a matter of opinions, there is deeply seeded corruption in Tennessee's legal system. While they keep threatening me further, I just received a notice that the 1 year OP based upon false testimony and a default judgment was extended to FIVE years, again, intentionally exploiting my handicaps to DIVERT me from working on my BRIEF!

I'm not looking for a penny, they can have everything they stole from me... about \$250k plus damages... all I want is all the LIES about me being a "STALKER" or having "ABUSED" my wife stricken from my record, with the OP dropped and EXPUNGED so that I can pass a background check and get a low paying JOB in Michigan when I can, without having my CIVIL liberties revoked anylonger!

Otherwise, I have no choice but to go political and media route.

There may have been some "gray" area in what we discussed before, but in the attached COURT EVIDENCE, there is NO GRAY! They have litigiously abused and discriminated against me, while robbing me, inscesantly!

I'm not sure if I need to contact the FBI next to report Judge Michael W. Binkley's litigious abuse, in collusion with Attorney Virginia Lee Story, in massive violation of my 14th Amendment rights to EQUAL and DUE Process, by an UNBIASED TRIBUNAL, but you told me that it is YOUR JOB to protect the interests of the State of Tennessee, and this PROOF is irrefutable and will definitely add to the reputation of Tennessee being one of the most legally corrupt states in the union.

The LAWS are just fine... the problem is that too many people live ABOVE the LAWS, with wreckless abandon!

Sharon G. Lee is about the only person whom I trust within Tennessee's Judicial system at the moment, but regretfully after speaking with her office today, she can't hear anything in case this escalates to the TN Supreme court, which I promise it won't, I'll seek relief in Federal District Court first, to get the heck out of Middle Tennessee. I've done a lot of research, I thought I just didn't have a chance at an unbiased tribunal in Williamson County, but we both know that it goes a lot deeper than that!

There is no "ethics" experts beyond Tennessee's borders who would advise what happened to me on the recordings attached. Or for Binkley to even hear cases presented by Story, EVER!

I've been working over a year on this, I have so much documented verifiable EVIDENCE, I simply can't fit it in a small enough space due to my disabiliities, to have a chance in appellate court, while the only reason I was trying to do this through legal channels was because I once thought I would receive some financial relief for the \$250k they stole from me, but I know that isn't even possible now, without more legal fees which I can't afford.

With the evidence I'm showing you here, the Court SHOULD HAVE provided me with COUNSEL, either as a REASONABLE ACCOMODATION in light of the OBVIOUS HARM which at the very least their ERRORS and NEGLIGENCE caused me. Instead, they refuses to even allow the PLAIN EVIDENCE attached to my RECORD to CITE in my BRIEF!

Court isn't where I'm going to find Justice... I have no chance in Williamson County without PEOPLE seeing how vulnerable they ALL are to the current Judicial system is, with nobody anyone can call for PROTECTION from the JUDGE and the horrificially malicious attorney (Virginia Lee Story) whom everyone knows is corrupt! But the ADA wants to turn their head and say there is nothing wrong with hearing malicious legal arguments by one of your best friends, while the other party has no counsel, and then we go string him up in the back alley, take all his money, and call him crazy for every telling the TRUTH to anyone!

This is your backyard, not mine! I spent 25 of the happiest years of my life in Middle Tennessee, I've never once been arrested, and had no problems with the law or justice ever, while after just TWO 30-minute hearings with Chancellor Michael W. Binkley, I swore to never step foot of Tennessee SOIL again! Unless I must to legally find Justice! That is HOW BADLY they INTENTIONALLY and without restraint WOUNDED me!

At the very least, this needs to be transferred to the EASTERN DISTRICT of the Court of Appeals, but I don't even know how to do that. At least they have some reputation for prosecuting unethical members of the Court...

Can you offer me any HELP, or at least any PROTECTION from further actions taken by Judge Michael W. Binkley and Attorney Virginia Lee Story to cause me further HARM, after I have been robbed of everything, while being forced to abandon the state to merely have a roof over my head and food to eat.

Or does this just become another viral YouTube expose on corrupt Justice in Middle Tennessee, while I work for years at trying to garner the support for some Federal relief?

I know that your dad used to be a Judge. Doesn't doing what's RIGHT encite anyone to ACTION anymore, to risk pissing off a powerful person, in the best interests of the PUBLIC?

There is a whole lot of California money in Cool Springs right now, and if they had any clue that their US CONSTITUTIONAL rights mean NOTHING in Williamson County Courts, I think some things would finally start to change around there!

The FAKE OP is based upon afterwards decided "unwanted" emails and text messages, with NO THREAT, with nevery any threat, simply for legal leverage, the #2 legal abuse in the United States! Now that I'm 600 miles away, they still need to keep a noose around my neck! Now for FIVE more years... AFTER violating me WAY more ways than will ever be LEGAL!

They can say that black is white, and red is purple all they want, but they can't refute their own words proving their discrimination, abuse, and collusion against me!

This is a FEDERAL CASE! There is NO LEGAL grounds for their actions, whatsoever!

I honestly hope that you are in a position to help. I want to move on with my life, but I never will while anyone refuses to restore my CONSTITUTIONAL rights of citizenship to me! Especially, when they are WRONG and Ms. Story and my ex-wife LIED in EVERY SINGLE COURT FILING! (Which is the stretch of no one's imagination, yet for some reason Tennessee never does it's own Judicial houskeeping...

Here is what it felt like for ME on 8/29/2019 as I stood inside the "OLD Williamson County Courthouse" in Franklin:

As if I was an unknown prisoner of war, in a far away, foreign and hostile nation, who refused access to the United Nations, who didn't show any care for my humanitarian rights, let alone my constitutional rights, who refuses to even acknowledge the Geneva Convention! That is how I felt on 8/29/2019, as is recorded on the attached audio transcription!

I wish they had printed that on the Tennessee WELCOM sign... "Welcome to Tennessee, you can keep your guns PROBABLY, but you just left your CONSTITUTIONAL RIGHTS at the State line!"

Never in my life did I believe that I was in such DANGER to a Court and a "Legal" system, without being a CRIMINAL!

That is SHAMEFUL!

I attached a PDF called "FAWS NOT A VICTIM". This is my ex-wife who supposedly needs an OP against me from a few unwanted texts and emails, while living 600 miles away! Every firearm you see is HERS, the 5,000 rounds of ammo, are HERS, the licenses and extensive training is HERS... the entire SCANDAL is a HOAX made for PRIME TIME!

I really hope that you can help mitigate my losses from increasing yet FURTHER in search of justics, accountability, and the RESTORATION of my CONSTITUTIONAL RIGHTS!

I'm ready to send this all to anybody who will publish it, because I can't obtain a legal cure without help!

Speaking about a "reasonable accomodation" for my ADA... it is NOT reasonable that I need to not only fight a few FRAUDULENT claims by my oposing counsel and my ex-wife, but that I must FIGHT the CRIMES being committed under the cloak of justice, while being enforced by the freaking police department! All while every Williamson County tax paying law abiding Citizen sleeps cluelessly, until Judge Binkley and Virginia Story violently woke me UP on 8/29/2019!

For every member of the TENNESSEE BAR who has cast eyes upon this yet FAILS to HELP, their lies Culpability for further harm caused!

I LOVED TENNESSE BEFORE THIS, AND HOPED TO DIE THERE IN MY BEAUTIFUL BRENTWOOD HOME ON SUNNYSIDE DRIVE, BACKED UP TO HUNDREDS OF ACRES OF PROTECTED WOODLANDS, WITH OWLS CREEK NATURE SANCTUARY DIRECTLY ACROSS THE STREET!

Now I live in a 700 SqFt BASEMENT IN MICHIGAN!

Thanks...
Jeff Fenton

4:53 Story: "He said that he was moving September 1st, that is Sunday." (**BOLD face LIE, I NEVER said that!**)

5:00 Jeff: "that was my tenants move out by then."

5:04 Story: "That is not true, he says he had 45-days AFTER September 1st to move, but that wouldn't even make sense." (**Which is NOT what I said or MEANT!**)

According to the Judgment on 8/1/2019 (included in "FACT CHECKING EVIDENCE" attachment):

- My Tenant's had 30-days, from 8/1, to move-out.
- The AUCTION was set to take place within 45-days, from 8/1.
- So there should have been approximately 15-DAYS where I would live in MY HOME BY MYSELF, between the date that my Tenant's were forced to vacate, until the AUCTION was scheduled to take place.
- NEVER did the Court Order on 8/1/2019 require me to vacate my home prior to the sale.
- I was SUPPOSED to be allowed to remain in my HOME, until the SALES proceeds provided me with another place to LIVE!

I had hoped to voluntarily leave a day before the sale, simply so that I wouldn't need to be present during auction, not because I was required to move by any specific date. (*According to the 8/1/2018 Court Order (TR v1, Pages 110-112) ATTACHED.*)

5:28 Story: "So he's got to be out for them to get this place ready to go." (**THIS IS NEW INFORMATION**)

5:38 Story: "I have seen correspondence where he said September 1st (**BOLD face LIE, I NEVER said that!**), now he is saying he can't, so I would suggest September 3rd, which is next Tuesday, and"

5:50 Story: "I would like the Order to reflect, that the Williamson County Sheriff's Department will accompany him, and at this point, off the property."

6:00 Story: "I don't think that he needs to take any property."

6:04 Story: "What he did your honor, we in this response he filed, they had a tv... a sony tv... he now tells me in this response, that he sold it for \$1,000. (The TV was MARITAL PROPERTY, but it was "negotiable" (as proven in the attached phone call with Fawn), yet NOTHING HAPPENED DURING THE STATUORY INJUNCTION, WHICH STORY KNEW (see my email with her afterwards), yet

she INTENTIONALLY DECEIVED THE JUDGE TO HARM ME! **That is TEXT BOOK PERJURY!**)

JUST FYI... in the END, I retrieved the TV and LEFT it as a GIFT for Ms. Fenton, not because I had any LEGAL duty to do so, but simply as a KISS ON THE CHEEK! (PHOTO)

6:21 Story: "and then the other thing, there was a dehumidifier in the basement, that was like a \$2500 - \$3500 dehumidifier for moisture, he sold that." (I had Ms. Fenton's PERMISSION TO TAKE THE DEHUMIDIFIER, WHICH WAS A FREE-STANDING UNIT THAT WAS NEVER ATTACHED TO THE HOUSE, hence it remained PERSONAL PROPERTY. While Ms. Fenton and I had previously DECIDED that I was to keep it to take to my MOTHER'S house! (Proven in the 2018-10-27 Fenton Phone Call – attached.) Plus, the unit was paid for using MY CREDIT, for which I STILL OWE some of the DEBT!)

Even if Ms. Story HAD no knowledge of this, she was still INTENTIONALLY DECEIVING THE COURT, because it was NOT on Ms. Fenton's LIST of personal property which she wanted, PLUS MS. Story already acknowledged at the TOP of **Wife's Petition for Divorce**, that **"IV. Plaintiff would show that the parties have no assets other than personal property which has been divided with the exception of a few items. Husband and Wife have lived separately since April 2018."** WHICH I CONSTANTLY reminded Ms. Story about, yet she didn't care, while SOMEHOW all the Personal Property remaining in OUR HOME (ALL ADMITTEDLY MINE - EXCEPT FOR ABOUT 6-ITEMS) was somehow CONVERTED back into MARITAL PROPERTY, and ordered to be AUCTIONED WITH THE HOME as part of the MARITAL ESTATE. (This was PURE LEGAL BULLYING!)

6:33 Story: "So if you let him, take anything out, at this point, it is going to be sold, and he's dissipating marital assets, which would be in violation of the restraining order." **(Pure PERJURY for reasons stated above!)**

Jeff Fenton

17195 Silver Parkway # 150
Fenton, MI 48430-3426

Phone: (615) 837-1300



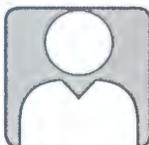
Home Profile FAQ

During an Appeal for a Divorce/OP/Forced Sale: Can I obtain Restitution/Award for Malicious Prosecution by Oposing Counsel, County, State?

Asked on September 9, 2020 at 9:09 AM EDT

Legal Deadline: Sep 15, 2020 | Description: COA Appellant Brief is Due (Hoping for Extension)

2 replies



Jeffrey R Fenton

MY QUESTIONS: Will I be potentially allowed to receive a financial award and/or restitution, from some/all of these OTHER parties in my case, as listed above? Or despite the actions of ALL the "bad actors", can I only receive financial damages/awards/restitution from my ex-wife?

WHAT can I do to PROTECT my ex-wife from further HARM (legally, financially, professionally), so not to help substantiate any criminal charges against her, for perjury, bankruptcy fraud, false testimony, etc... Though I have cried foul about that throughout my case, to slow the steam roller...

I hope to use those instances to help PROVE the CREDIBILITY of HER TESTIMONY CIVILLY, but I don't want any CRIMINAL charges brought against her! I especially want to have my record cleared and expunged of any "stalker" claims and Ms. Story's legal straight jacket, the fraudulent OP.

How can I help PROTECT my ex-wife from the POWERFUL FRIENDLY Court and her Counsel from "throwing her under the bus?"

Would I need to bring a separate lawsuit (which isn't financially, mentally, or emotionally an option) against the "bad actors" in my case?

It SEEMS to me, that since I suffered the LOSSES due to their harmful participation in these three related actions, that I could likewise receive a "cure" or become more "whole" (restitution, damages, award, judgment), from those same parties, through this APPEAL of those three related actions. Is that belief accurate? Is there a process for "adding" or "serving" them each? What do I need to KNOW in order to receive any relief?

Lastly, is there any way for me to seek financial relief for my EX-WIFE, from these "bad actors"? Advocating on HER behalf, within this SAME APPEAL? Due to HER significantly heightened damages, which SHE suffered as a result of having MORE POWER than she was either legally allowed or could realistically "handle", without devastating consequences. (It was like allowing a teenager to pilot the Space Shuttle!) There is a responsibility for negligence, by whomever LIFTED her into that seat!

Thank you!



From the Volunteer Attorney 442

September 23 at 4:35 PM EDT

While we do not fully understand all that occurred in connection with your divorce and possibly other proceedings, it is obvious that you have a very complicated legal history. It also appears that for at least part of the proceedings you were represented by Messrs. Miller and Duke, but with your consent, they withdrew. It does not appear that if you were unhappy with the actions of the trial judge why you have not appealed. If you are not currently represented by counsel, you are fortunate to be located in an area that has other very competent family law attorneys, some of whom may grant an initial low-cost consultation to review your complex history and give you a preliminary recommendation as to any further legal action you should take in light of the actions of the trial court and the lapse of time. Check with friends, family and colleagues for local attorney recommendations.



From You

September 24 at 5:00 PM EDT

Thank you for your response.

ABSOLUTELY WORTHLESS "ANSWER" WHICH CLOSED MY QUESTION! I SUSPECT BY A "FRIEND" OF "SOMEBODY" :(NO HELP TO BE FOUND!

Actually, I do not have a complex legal history at all. I've never had a single arrest, and I knew absolutely nothing about the Judicial System other than my basic Constitutional Rights as a United States Citizen. I've had no interest in politics, being a social influencer, money, and power. I would actually make quite a happy hermit, leaving the house about once a week to procure groceries and run errands, if the World would only allow me to do that, if I could find a modest and sustainable way to work from home. But here comes the BIG IF: IF the World would respect my property lines, my property ownership, and leave me at peace without encroaching upon either my peaceful enjoyment of my property or try to seize and take away my property ownership (as unfortunately happened in this case), as a result of a failure of Williamson Counties Judicial system, to provide me with equal and due process.

✓ This question is marked as answered and is now closed.

Hello,

This SOUNDS “domestic”, but it is NOT in the end. Despite my losses, my grievance is NOT with my ex-wife, nor do I seek restitution or support from her. I actually feel SORRY for her, because some very POWERFUL, CONNECTED, “bad actors” (at least in this case), carelessly and unconscionably ENABLED and EMPOWERED my ex-wife, during a massive midlife melt-down, to do FAR MORE DEVESTATING DAMAGE to BOTH MYSELF AND HERSELF, which I don’t believe that either of us will ever fully recover from! At least, in my case, I am guaranteed NEVER to enjoy even a remotely similar standard of living to what WE jointly had together, or to even what I had ALONE, FIVE years PRIOR to ever MEETING my ex-wife!

I was legally STRONG ARMED, maliciously, and violently abused, harassed, and violated REPEATEDLY by Attorney Virginia Lee Story. While she INTENTIONALLY exploited and targeted my KNOWN, well documented, and fully disclosed psychological disabilities, to cause me far greater harm, beyond the financial benefits of herself or my ex-wife, simply for SPORT! TO teach me a LESSON for ever accusing her of being a part of a “GANG OF THIEVES!” Yet that is exactly what I experienced. I believe that I was tried, convicted, and sentenced, before I ever FIRST walked into Williamson County Chancery Court! Ms. Story has a penchant for power and deception beyond anyone whom I have EVER encountered, on EITHER side of the “LAW”!

Ms. Virginia Lee Story acted completely AMBIVELANT to the LAW, as if the LAW was absolutely IRRELEVANT, as if it didn’t even APPLY to her, as if the LAW SERVES MS STORY, rather than Ms. Story serving the LAW! As if the LAW were merely a WEAPON by which Ms. Story could unethically, deceptively, illegitimately, and unlimitedly BIND, overpower, harass, injure, damage, harm, TAKE BY FORCE, and to ultimately destroy others! Just like she did to ME!

Ms. Story BOUND me with an OP obtained under the FALSE testimony of my ex-wife. While NEVER a single arrest, accusation, complaint, or THREAT in my 50-year old LIFE! Then Ms. Story leveraged the Court to FORCE the sale of beautiful \$500k Brentwood HOME (jointly deeded), without allowing me ANY OPPORTUNITY for DUE PROCESS, to try to SAVE MY PROPERTY, BEFORE the Court DEPRIVED me of it, or to attempt to MITIGATE my losses in ANY way!

Our home was the sum of BOTH our life’s savings. Including the investment of BOTH of our PRE-MARITAL 401k retirement plans, combined with the proceeds of both of our

premarital HOMES. Without either my ex-wife or myself receiving a single PENNY of compensation in return! Consequentially rendering me literally homeless, without the slightest of CARE by either the Court or Ms. Story; unemployed, currently unemployable (in desperate need of vocational training), without any health insurance, shelter, or a penny for provision! (I'm currently staying with family of very modest means.)

Worse yet, I was forcibly removed from my home, with only FOUR DAYS NOTICE from the Court, by the Williamson County Sheriff's Office, while I was DENIED in Court the opportunity to even take my PERSONAL PROPERTY with me! (LIKE MY BED!)

Thanks now to the OP, the LEO have no idea that it is completely BOGUS, so FOUR Deputies arrived at my house simultaneously, with their hands on their guns, as if I was a DANGEROUS FELLON! I hollered at the first officer (nicely), to indicate which side of the house and door to come to, when I saw him approaching with his hand in the "ready position" on his firearm, I told the Deputy, "You're not going to need your gun." To which the Deputy replied, "Are you SURE?" That is what ABUSE OF PROCESS looks like! It literally endangers my LIFE with a COMPLETE misrepresentation of my character, confusing LEO anywhere about whether or not I am a DANGER to themselves or to the public, while FALSELY testifying as to my past actions, harm, or threats caused.

All subsequent to the intentionally deceptive, malicious, fraudulent, perjurious "narrative" and testimony of Ms. Virginia Lee Story, while testifying under oath, beneath the mighty wing of a VERY CLOSE AND POWERFUL FAMILY FRIEND, of the TRUSTING and UNQUESTIONING eyes and gavel of the Williamson County Chancery Court! Ms. Story got her EVERY request, verbatim!

After which, Ms. Story was allowed to type up HER "proposed order" without any accountability, since Pro Se litigants aren't permitted the same RIGHTS to preview, verify, request corrections to, or submit an Alternate Proposed Order, for the Courts consideration, before endorsing any. Though in OTHER (more FAIR, I think) Tennessee Judicial districts, Pro Se litigants ARE allowed the same RIGHTS as Counsel, to approve a PROPOSED ORDER before it is ACCEPTED, AGREED, and ENDORSED. Some even require that an Order denote when it is NOT approved or agreed, whenever one party disputes that the Verbal Order of the Court matches the Proposed Written Order, distinguishing it from an AGREED ORDER, even after execution.

As compared to when my ex-wife and I attempted a "Collaborative Divorce", Ms. Virginia Lee Story, robbed me of \$250,000! Sadly, my ex-wife hasn't a penny left to her name either. We are BOTH bankrupt, unemployed, ravaged, and completely BROKE!

As a United States Citizen (in good standing), I was legally endowed SOME opportunity for DUE PROCESS (14th Amendment), yet I was repeatedly, erroneously, fraudulently DENIED! The Court REFUSED to HEAR, consider, or WEIGH my TESTIMONY! As they discriminated against me due to my disclosed psychological disabilities, accusing me of things which I have never said nor done. Compounded by gender discrimination, respecting only MEN as the PROVIDERS, while my MIT educated, high earning, professionally employed ex-wife had VOLUNTARILY been our family's PRIMARY BREADWINNER for over a decade (despite Ms. Story's LIES). Compounded even further by discrimination due to my poverty (thanks to my ex-wife's abandonment), and my subsequent inability to afford legal COUNSEL to represent myself, while the Court showed absolute contempt for Pro-Se litigants!

To add insult to injury, some crucial EVIDENCE in my favor, has mysteriously "disappeared" between the WILCO Chancery Clerk and the COA, showing instead the BLANK back sides of pages, as if they perfectly scanned/copied everything AGAINST me, but "accidentally" scanned/copied the blank backs of the pages that HELPED prove my innocence! (Suspicious eh?)

I can literally, irrefutably, PROVE that Ms. Virginia Lee Story is guilty of multiple counts of PERJURY! I understand that being charged with the crime of perjury is unusual in CIVIL Courts, since it requires the PROOF of INTENT. Yet I can CLEARLY, UNQUESTIONABLY, and IRREFUTABLY DO SO, in MULTIPLE INSTANCES! (However, getting anyone to ACT upon and ENFORCE clear, concise, thoroughly documented, irrefutable PROOF, may be an entirely different STORY!)

I have an APPEAL currently pending in the Nashville COA. Appealing the FORCED SALE OF MY HOME, the DEFAULT OP ORDERED, and the DEFAULT DIVORCE JUDGMENT, all previously ruled in favor of my ex-wife. However, my ex-wife is NOW broke, unemployed, and bankrupt. She is mentally and emotionally devastated! I honestly believe that despite her initial LIES and fraudulent actions/schemes/testimony, that she found herself STUCK at some point. After which the tremendous WEIGHT of the potential legal consequences (possible multiple felonies), compounded by the enormous financial loss which we BOTH suffered, further compounded by her guilty conscience and her own personal struggles with depression, menopause, and hopelessness... I don't want to do ANYTHING (or to allow the LAW or anyone else to do anything) which HARMS MY EX-WIFE! Despite this horrible travesty, I still and will always LOVE HER! I'm not seeking ANY future "alimony" or financial restitution to be paid by my ex-wife! At the same time, I want to PROTECT her to whatever extent

possible, from the Court and Ms. Story “throwing her under the bus”, as a scapegoat for their own negligent and/or malicious roles.

Sure, if it hadn’t been for my ex-wife’s initial desire to dodge alimony and force me out of our jointly deeded home, none of this would have happened.

Similarly, if EQUAL and DUE PROCESS had taken place, then I could have had the opportunity to experience an open and unbiased Court, where I was honestly treated EQUALLY with my ex-wife. Then I WOULD HAVE BEEN CONSTITUTIONALLY EMPOWERED TO PREVENT MUCH OF THE DAMAGES, which regrettably we BOTH suffered!

Since on my “STATEMENT of the ISSUES PROPOSED to BE RAISED”, I included:

“Should the court allow, I will seek financial relief, restitution, and support for the financial damages of unjustly losing my home without being afforded ANY opportunity to save the sum of my entire life’s savings, from the following parties for their participation, roles, neglect, misrepresentation, discrimination, actions, inactions, ethical and moral failures, greed, selfishness, harassment, harm, abuse, misuse of power, authority, and professional licenses, bad-faith, and/or malice:

- My Ex-Wife (I want to remove her now.)
- Ms. Virginia Lee Story and Story Abernathy & Campbell, PLLP (I want her to PAY for my college and my retirement!!!)
- Williamson County Tennessee
- Williamson County Chancery Court
- Williamson County Sherriff’s Office
- Broker & Auctioneer...(Who also “ironically” had ethics violations related to Agency, to represent MY best interest, ABOVE and beyond their OWN, while also some “Listing Agreement” violations of TN RE laws.)
- Broker & Auctioneer...”

SO FINALLY, TO MY QUESTIONS: Will I be potentially allowed to receive a financial award and/or restitution, from some/all of these OTHER parties in my case, as listed above? Or despite the actions of ALL the “bad actors”, can I only receive financial damages/awards/restitution from my ex-wife?

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bankruptcy fraud, false testimony, etc... Though I have cried foul about that throughout my case, to slow the steam roller... without change.

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How can I help PROTECT my ex-wife from the POWERFUL FRIENDLY Court and her Counsel from "throwing her under the bus?"

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Thank you very much for any help provided!

Contact

www.linkedin.com/in/jim-hivner-51137928 (LinkedIn)

Top Skills

- Legal Research
- Litigation
- Appeals

Jim Hivner

Clerk of the Appellate Courts at Supreme Court of Tennessee
Nashville, Tennessee, United States

Summary

Experienced Court Clerk with a demonstrated history of working in the legal services industry. Skilled in Torts, Trial Practice, Tax Law, Family Law, and Trusts. Strong legal professional with a Master of Laws (LL.M.) focused in Taxation from University of Alabama.

Experience

Supreme Court of Tennessee
Clerk of the Appellate Courts
June 2014 - Present (8 years 5 months)
Nashville, TN

Shelby County Chancery Court
Chief Administrative Officer
March 2012 - June 2014 (2 years 4 months)

Glankler Brown, PLLC
Attorney
August 2001 - March 2012 (10 years 8 months)

Education

University of Alabama
Master of Laws (LL.M.), Taxation · (1994 - 1996)

University of Alabama
Doctor of Law (J.D.) · (1990 - 1992)

University of Tennessee-Knoxville
Bachelor of Science (BS), Accounting · (1984 - 1988)

Jeff Fenton

From: Jim Hivner <Jim.Hivner@tncourts.gov>
Sent: Monday, January 4, 2021 1:51 PM
To: Jeff Fenton
Cc: Lisa Marsh
Subject: Re: Which COA Judge was Assigned to my Case and which Panel is he/she on?

Follow Up Flag: Read
Flag Status: Flagged

Mr. Fenton:

The Order dismissing your appeal was approved by the following panel of judges: Judge Frank Clement, Judge Andy Bennett and Judge Neal McBrayer.

Jim Hivner

James M. Hivner

Clerk of the Appellate Courts
State of Tennessee
Supreme Court Building
401 7th Ave. North
Nashville, TN 37219-1407
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Hello Mr. Hivner and Ms. Marsh,

Last week I spoke at length with Shane Hutton with the Tennessee Board of Judicial Conduct, and he advised me to contact you to find out **which Panel the Judge was on who handled my case with the COA** (rejected every request except for to extend TIME), as well as **the name of that Judge**, so that I can file a formal complaint (and possibly Federal criminal charges) against him/her for violating the Judicial Canons of Tennessee (for prioritizing PROCEDURE over JUSTICE and the CARE of the PERSON). as well as the Constition of the State of Tennessee.

In my opinion, the Judge walked by someone clearly **DROWNING in Judicial Corruption**, while I presented an absurd amount of crystal clear EVIDENCE, while rather than TAKE ACTION and HELP the unjustly injured party as his/her oath of Office commands, along with the Canons and Tennessee Constitution, **the Judge CHOSE rather to LOOK AWAY and KEEP WALKING, pretending not to see anything out of the ordinary at all.**

In the end, rather than aid the unjustly injured party, the COA Judge aided in the "COVER-UP" (I suspect for his/her friends, whether Binkley or Story, as Middle Tennessee is regrettably known for), while pretending to humor me with extensions, but not allowing me to add one word to my Record, nor ordering a mistrial (which should have been AUTOMATIC after listening to the AUDIO recording of the ABUSE which took place in the 8/29/2019 hearing at Williamson Chancery). There is NO DOUBT that I was denied DUE PROCESS and even denied the opportunity to TESTIFY in my own defense, on EVERY COUNT, with the fraudulently cast "DEFAULT JUDGMENTS" against me. Besides my plainly written NOTE/LETTER/OFFER I left Ms. Fenton to sacrifice the \$250k that she, Attorney Story, Judge Binkley, and Attorney Ausbrooks illegally colluded and STOLE from me, falsifying Court records both in Federal Bankruptcy Court and in the State Chancery Court simultaneously, without anything remotely resembling DUE PROCESS, care, equitability, and certainly NOT by an "unbiased tribunal", IF they would have simply dropped the BOGUS charges of being an "ABUSER", completed the divorce AMICABLY as "UNRECONCILABLE DIFFERENCES", and NOT pursue the BOGUS ORDER OF PROTECTION against me (to attempt to use Ms. Fenton as a "Human Shield", to try to HIDE THEIR CRIMES behind), with intimidation tactics, coercion, extortion tactics, holding my CIVIL RIGHTS hostage, with a NOOSE AROUND MY NECK, threatening me not to EXPOSE their UNCONSCIONABLE ACTS, "under color of law", while being an ABOMINATION to JUSTICE! That won't work. They've left me no choice but to continue to escalate this matter, and call attention to their crimes in Court and surrounding my case, as every single action pursued by Ms. Story was FALSE, in bad faith, and merely abuse by process. The only thing legit, was that we did need the divorce, per my wife, but the rest was all a criminal enterprise of schemes to cheat me out of every penny I had, my home, the promised \$21k alimony for 6-years, and Ms. Fenton's OBLIGATION to pay her "equitable share" of (\$90,000) OUR REAL MARITAL DEBTS which she abandoned in my name.

Ms. Story repeatedly said they wanted to avoid putting the OP on me, because **I NEEDED to get a JOB ASAP** (besides, the OP was based upon FALSE TESTIMONY, DECEIPT, and still relied upon me being capable of throwing ASTROIDS to even begin to justify it, so it was absolutely ABSURD from the beginning! Yet as soon as I was no longer "an alimony concern" for Ms. Fenton (because of the bad faith DEFAULT JUDGMENTS), and I crossed state lines so not to be on Tennessee's welfare system, they "slapped me in the back of the head" with an unwarranted OP while denying me the opportunity to even participate in my own hearing! (While the "agreement between lawyers" said that there WOULD BE NO OP, or hearing, as long as I allowed the EXPARTE' to remain in place until the divorce was finalized. Ms. Story showed no care or INTEREST for ANYTHING except for having me FORCEFULLY EVICTED (while denying my ability to take my PERSONAL PROPERTY), followed-by SEIZING and illegally SELLING MY HOME! Which she DID! Quicker than ANY LAW on ANY CONTINENT would ALLOW HER TO! As for the "agreement between lawyers" for dropping the OP upon the divorce, SO NOT TO HURT MY EMPLOYMENT OPPORTUNITIES (because as Ms. Story REPEATEDLY said, I need to get a JOB ASAP! AND I STILL DO!), is just one more agreement they corruptly "forgot" to honor or "renegged upon", in absurdly bad faith. If honestly anyone cared about JUSTICE, they would have read my testimony I filed in court on 8/29/2019, which still to this day I'm unsure if ANYONE has read. My ignored filed TESTIMONY from 8/29 (my "ONE AND DONE") told the TRUTH about EVERYTHING! It EXPOSED MOST OF Ms. STORY'S LIES AND BAD FAITH (which is WHY I don't

believe that Williamson Chancery or Judge Michael W. Binkley want to ACKNOWLEDGE or CONSIDER it!

Yet WHAT do they EXPECT for me to DO, if they are not even allowing me to OBTAIN A JOB TO PROVIDE FOR MYSELF, after they illegally STOLE everything else from me, while REFUSING me DUE PROCESS? There is no way to call this "ERROR" or simply "NEGLIGENCE" anymore. This is COLLUSION, CORRUPTION, OBSTRUCTION OF JUSTICE, and INTENTIONALLY EXPLOITING & HARMING AN ADA PARTY above and beyond ALL REASON! (Disrespectful of ANY laws, made to protect HUMANITY!)

I find it ironic, that between Ms. Fenton, her bankruptcy attorney, her divorce attorney (Ms. Story), and Judge Binkley, I'm the ONLY {PERSON who has acted in 100% GOOD FAITH and NOT TOLD A SINGLE LIE TO DATE), yet because of Binkley's relationship with Ms. Story, even knowing how manipulative and dishonest as she can be, Judge Binkley took EVERY WORD SHE SPOKE at 100% face value, as TRUTH, without any objectability or allowing me to testify otherwise, and when I interrupted and objected anyway or tried to correct her, nothing I said was given any merit.

I have no doubt that Attorney Virginia Lee Story is guilty of.... Several felonies, including breaking every vow of her oath of office, manipulating federal bankruptcy fraud to further harm me (for sport), beyond what anyone could even benefit from, obstruction of justice, and the list goes on.

I believe that Judge Michael W. Binkley is either guilty of gross negligence, collusion, nepitism, extreme bias, gender discrimination, disability discrimination, as well as socioeconomic discrimination (in direct violation with the Canons), as well as not recusing himself when Ms. Story was the opposing Counsel, which against the Canons, presents a tremendous credibility problem, and cause for CONCERN about FAIRNESS and BIAS (for obvious reason – this is the PERFECT CASE TO FOREVER END THAT PRACTICE) with them being close friends, and the bias if not corruption which resulted from that.

There was no part of this which was not abusive, it appears to be that old "patriarchial" "plantation law" which Tennessee claims to be trying to STEP AWAY FROM.

Everyone there was a criminal except for me, while I was the party assaulted, defamed, robbed, and then bound and gagged, so not to cry foul, as they KNOW that I have 40GB of EVIDENCE of their Judicial Corruption and Obstruction to Justice, which speaks for itself.

That Audio tape of the 8/29/2019 hearing is ONE "smoking gun", but there is a second "smoking gun" which is even MORE incriminating for Ms. Story. That is what I was working on and discovered when I thought it was too late on my "brief". I made a chronological linear path of every communication I had with Attorney Virginia Lee Story, both before Court, during Court, and after Court. Including her aggressive demands that I be forced to vacate by police escort, while denying me the ability to even take my personal property with me, promising in Court that they would safely STORY and SHIP my personal property to me after the sale of our home, and hold the final hearing over the phone (she told

my Counsel Marty Duke that she would bring an MDA to court that day, on the 29th, but I have a gut feeling that Judge Binkley may have strayed her away from that for a more favorable manipulated default judgment, without ever even providing me with a chance at the phone hearing, or a simple MOTION FOR DEFAULT JUDGMENT. Instead (even before the sale) Ms. Story changed her whole story-line, now deeming it "financially irresponsible" to ship my personal property to Michigan, because she had it all valued by her buddy, then tried to extort \$2,000 from my mother to pay for storage, and to have it packed and moved there, while she had fraudulent created this whole situation, because on two separate occasions she testified that it was all MINE (as it was).

Yet about \$10,000 worth of MY PERSONAL PROPERTY went mysteriously MISSING while I was ordered GONE until the auction was completed. Which to date, no one will give me any information regarding my \$10k of personal property, OR will even provide me with a fully executed HUD-1 SETTLEMENT STATEMENT proving the final sale and expenses from selling our HOME, while I believe to have seen on a preliminary HUD an undisclosed \$5k ADVERTISING FEE to Ms. Story's buddies who AUCTIONED OUR PROPERTY, while both they and the closing company have REFUSED to provide me with a SETTLEMENT STATEMENT, which is UNCONSCIONABLE for anyone selling and making money off the sale of MY HOME!

It is SO FREAKING DEEP IN COLLUSION AND CORRUPTION! I need to go to Kentucky and bring back the LAW!

So when you LINE all of those conversations up chronologically, you can see me having conversations with Ms. Story immediately before court, where she told me one thing prior, then she swore the exact opposite in court, then after court, she lied again and gave me a bogus reason for the harsh Judgment, when unbeknowst to me at that time, she had just DRAFTED the judgment herself! Yet she STILL lied to me about the reasoning for it. While Judge Binkley REFUSED to tell me in Court WHY he made such an outrageously harsh judgment, after making fun of me a bit for being pro se, and being disabled, he then told me that I was SUPPOSED to KNOW everything about the law, since I was representing myself pro se, so he wasn't going to WASTE FOUR HOURS of his time "trying to be nice to me" to explain to me WHY he had came down on me with a ridiculously harsh judgment, which completely contradicted everything done in our first hearing, when I had counsel to protect me. (Incidentally, the entire hearing took less than 30-minutes, so I don't believe there was ever a 4-HOUR concern. I just don't think that Judge Binkley KNEW a justifiable REASON for coming down on me with such a harsh judgment, and if he presented it, I could have corrected his "error", so he just refused to comment, being what I believe that he and Ms. Story had agreed to prior to Court, which I credit for being WHY Ms. Story never brought me an MDA that day in Court, as she had told my prior Counsel, Marty Duke that she would.

Anyhow, when all of these conversations with Ms. Story are stacked up, chronologically, it shows extremely vividly how excessively abusive and in bad faith she acted (saying one thing in court, and the exact opposite outside of court). To the point of intentionally exploiting my disabilities, for not just a strategic advantage, but for FUN, even when it served NO ONE anything at all! When it didn't benefit her client, any of her associates, it certainly didn't serve the law by any means, and it didn't put one

penny in her pocket either. It was MERELY FOR ABUSE for HER ENTERTAINMENT, for DOMINATION and to exert wholly illegal powers allowed her by Judge Binkley to harm me!

When all lined up, with the TIMING of each, it proves also that she manipulated the Federal Bankruptcy Fraud to FURTHER injure me! In an attempt to DENY me my \$10,000 worth of personal property EXEMPTIONS, per TENNESSEE STATE LAW, which I had properly filed and served her, while she did everything in her power to SELL AND DISCARD my personal property as her letters continually threatened, as absolutely QUICKLY AS POSSIBLE. If I was ONE DAY LATER on RUSHING TO TN to get what I could of my Personal Property (after begging her for the opportunity), she had coluded with the Bankruptcy Attorney and obtained a FEDERAL Court Order to sell or discard ALL MY PERSONAL PROPERTY, without anyone ever telling the Bankruptcy Court that all the PERSONAL PROPERTY was OWNED BY ME, else they would need to NOTIFY OR SERVE ME BY LAW before any judgments could be made about MY PROPERTY!

That is one of the same scams they played on me with the Fraudulent Bankruptcy filing, they did not inform the bankruptcy court of my investment in or ownership of OUR HOME. While they also fraudulently failed to dislocse any SUPPORT which Ms. Fenton had paid for me for a DECADE and even continued to pay AFTER the date of Ms. Fenton's SECRET bankruptcy filing!

So all together, the Judicial Corruption/Obstuction of Justice required two CORRUPT ATTORNEYS, Attorney Mary Beth Ausbrooks (bankruptcy fraud) and Attorney Virginia Lee Story (every other kind of fraud, bad faith, perjury, abuse by process, intentional ADA exploitation and abuse, collusion, and corruption – the "RING LEADER" I believe), and at least one Corrupt JUDGE who would allow Ms. Story to do whatever she wanted, without regard for the LAW, equality, fairness, justice, which was Michael W. Binkley. One corrupt COA Judge who refused to AID the obviously INJURED PARTY, DESPITE THE MOUNTAINS OF EVIDENCE OF LEGAL ABUSE AND BAD FAITH (at least), unless I could write a LEGAL BRIEF, which even John Coke admitted was extremely complex and why people go to school for several years and why they call it a "legal practice" because there is a LOT TO LEARN. (Not to mention that writing a BRIEF to include all this ABSURD CORRUPTION was like trying to "FIT A CITY THE SIZE OF DETROIT, INTO ONE CITY BLOCK", which is completely OVERWHELMING TO ME! So to require me to be able to combat Ms. Story (a corrupt Court, a couple of high power corrupt attorneys, while even Ms. Beeler, the Clerk of the Court refused any ADA assistance and now yells at me on the phone, and denies to provide me with ANY INFORMATION regarding the actions which the court continues to take or has taken against me, without me first providing a SIGNED FREEDOM FOR INFORMATION ACT REQUEST, expecting at least a TWO WEEK delay for delivery. Where they will EMAIL everyone else in town any MOTIONS and JUDGMENTS INVOLVING THEM, but now WILCO Chancery is FURTHER DISCRIMINATING against me, REFUSING to assist me in ANY COMMON CAPACITY! To try to COVER-UP what Judge Binkley and Virginia Story have ILLEGALLY DONE! While Ms. Beeler has MORE EVIDENCE than she ever wanted to see PROVING THEIR CRIMES AGAINST ME, so now she is irritated with ME, when I've never been anything but POLITE to her, but I believe that she resents being put in such a COMPROMISING POSITION by Judge Binkley and Attorney Story. For the COA to refuse me ANY HELP, JUSTICE, or RELIEF, despite me presenting IRREFUTABLE EVIDENCE of HARM by the Trial

Court, I believe is a violation of the Judicial Canons, as well as a government "Cover-Up" to illegally protect Binkley/Story/Ausbrooks (which I believe constitutes "Obstruction of Justice" by the COA.)

POTENTIAL PARTIES TO THIS CASE

To be clear, I believe to be legally due approximately **\$250,000** from Ms. Fenton, without any punitive damages.

While I have suffered a host of nearly unfathomable damages either caused by or in conjunction with actions or work done by the following parties:

- Attorney Virginia Lee Story (Story, Abernathy, & Campbell, PLLP)
- Attorney Kathryn Lynn Yarbrough (Story, Abernathy, & Campbell, PLLP)
- Paralegal Heidi Macy (Story, Abernathy, & Campbell, PLLP)
- Judge Michael W. Binkley (Williamson County Chancery Court)
- Clerk & Master Elaine Beaty Beeler (Williamson County Chancery Court)
- Attorney Mary Beth Ausbrooks (ROTHSCHILD & AUSBROOKS, PLLC)
- Attorney Alex Koval (ROTHSCHILD & AUSBROOKS, PLLC)
- Attorney Henry Edward Hildebrand, III (Office of the Chapter 13 Trustee)
- Judge Charles M. Walker (U.S. Bankruptcy Court for the Middle District of TN)
- Attorney Sam Anderson (Bankers Title & Escrow)
- Paralegal Kim Murray (Bankers Title & Escrow)
- Broker & Auctioneer Tommy Anderson (HND Auctions, LLC)
- Broker & Auctioneer Pat Marlin (McArthur Sanders Real Estate)

Collectively, truth be told, in an honestly "fair" and "equal" settlement, absent of all bias, relationships, and influence, I believe to be due at least **\$500,000** when combining that which I believe Ms. Fenton intentionally cheated me out of, along with the immediate damages suffered,

I can't get a JOB now because of COVID and my mother's immunity disorder, while I have a previous employer offering me work from HOME, but I must be able to pass an extensive BACKGROUND CHECK FIRST! So Judge Michael W. Binkley / Attorney Virginia Lee Story/ Attorney Kathryn Lynn Yarbrough / Attorney Mary Beth Ausbrooks / Attorney Henry Edward Hildebrand, III (negligent Bankruptcy Attorney who failed to CHECK the DEED and PROVIDE ME NOTICE (even though Ms. Fenton and Ms. Austrooks intentionally HID and WITHHELD that information), it still was DISCOVERABLE. The klan has not only denied me my property, shelter, rental income, every form of provision, but they have also corruptly rendered it IMPOSSIBLE for me to SUPPORT MYSELF, which is simply **CRUEL AND INHUMANE!** I am moving forward with Federal corruption charges against

every party involved, as **Judge Michael W. Binkley moves forward in the footsteps of his mentour and personal benefactor, former Nashville Judge Casey Moreland. (That is EXACTLY what I see in this CASE! "A case-within-a-case, as are most cases of malicious litigation and judicial corruption.")** Since they unjustly REFUSE to allow me to SURVIVE their ABSURD ABUSE "under color of law", I have no choice but to seek Federal Protection from OUTSIDE the State of Tennessee, in hopes of finding an "unbiased tribunal" SOMEWHERE! Either someone needs to start paying punitive damages or support, or they must allow me to OBTAIN A JOB, which I can't DO with the current PANDEMIC with their FRAUDULENT OP! So the ONLY chance I have to SURVIVE is to give this case as MUCH EXPOSURE as possible, to every law enforcement, accountability organization, ada, civil rights watchdogs, politicians and judges from Tennessee to Washington DC, as well as alerting the public about the "perfect storm" of bad policies, intentionally next to NO TRANSPARENCY, and so far no State Accountability to speak of. Without it taking YEARS of my life to simply get the most OBVIOUS self-substantiating CRIMES against me withdrawn and expunged so that I can simply GET A JOB to support myself! During the pandemic health crisis of our lifetime, I additionally have a whole COURT of CORRUPTION holding me down, for FEAR that I might EXPOSE their CRIMES against me! While due to their CHOICE to continue to FRAUDULENTLY HOLD ME DOWN, I have NO CHOICE but to do so!

If I can get the attention of the iTeam, other investigative media outlet, or Southern Poverty Law, the NRA, ADA or Civil Rights organization.... This will be an embarrasment which will rock the entire State of Tennessee Judicial System, and hopefully END several bad, discriminatory, unethical policies or like the Story sponsored vacations with the Binkley Family and other local Judges and key decion makers.... That is the OLD SOUTH.... refusing to ACKNOWLEDGE or COMPLY with the UNITED STATES CONSTITUTION, or to act ethically, transparently, responsibly (as most of our Country would DEEM simply "COMMON SENSE"), with quck checks and balances for accessible expedited accountability, without needing to spend YEARS unjustly JUDGED, as "GUILTY until PROVEN INNOCENT!" Illegally depriving a man of his FREEDOM of LIFE, LIBERTY, and the PURSUIT OF HAPPINESS! (Years lost which can never be gotten back, where monetary damages are but a stipend which can never restore what was unjustly TAKEN.) While clearly continuing to operate Tennessee's Judiciary System in the OLD patriarchial system of WHO KNOWS WHO, or as I call it, "PLANTATION JUSTICE", which is a FAR CRY from what all these Williamson County investors expect, having come from States which have far more transparent and accountable judicial systems, which automatically makes them less partial, and more difficult for judicial corruption to thrive. Where EQUALITY in Court means something different than here, something which is MUCH CLOSER to real "EQUALITY". Where the CONSTITUTION OF THE UNITED STATES OF AMERICA is honored and respected as the SUPREME LAW OF THE LAND, not just in written word, but in ADMINISTRATIVE PRACTICE as well!

With a deceptively incomplete affidavit provided my Attorney Virginia Lee Story, to DENY me participation in my OWN divorce hearing and Fraudulent OP (after promising me in Court that we would hold the hearing over the phone), after I took the TIME to draft a 250-PAGE RESPONSE, EXPOSING SOME OF THE CRIMES OF Ms. FENTON and Ms. STORY AGAINST ME, it is BEYOND UNREASONABLE to ARGUE that I took the TIME to DO ALL THAT WORK to COMPILE and

ORGANIZE MY EVIDENCE, to WRITE, LABEL, and BIND MY EXPOSE' OF TRUTH (my defense), while staying awake for DAYS, to draft, memorialize, and provide my defense against ALL THE BOGUS CLAIMS I was aware of at that time, and the ABUSIVE and UNJUST ACTIONS taken to date by ATTORNEY STORY, to then argue that I simply QUIT CARING about DEFENDING MY OWN FREEDOMS, my FIRST and SECOND AMENDMENT CONSTITUTIONAL RIGHTS AS A UNITED STATES CITIZEN, claiming that instead I INTENTIONALLY CHOSE NOT TO PARTICIPATE IN THOSE HEARINGS, GRANTING MS. STORY AND MY EX-WIFE DEFAULT JUDGMENTS AGAINST ME! There is nothing MORE ABSURD! NO Person who has EVER KNOWN ME, or which has received a single communication by me before or since (except by FRAUD, COLLUSION, and/or CORRUPTION) would EVER say that I WOULD VOLUNTARILY ABANDON MY RIGHT TO DEFEND MY CONSTITUTIONAL FREEDOMS, WHILE THEY ARE STILL ACTIVELY UNDER ATTTACK! That is the most indecesnt, insane, unplausible, unrealistic, absurd proposal that I've ever heard! While I can provide you with contact information to a HUNDRED other people who will tell you the exact same thing about me! I don't LIE DOWN and ALLOW people to STEAL MY FREEDOM! Placing a NOOSE AROUND MY NECK and UNJUSTLY STEALING MY FREEDOM is the best way to GUARANTEE that I CAN'T AND WON'T EVER LEAVE UNTIL MY PERSON IS RESTORED! While I will scream "BLOODY MURDER" with every legal means that I have access to or can obtain, without care or regard for how high-up the totem pole the POWERFULLY CORRUPT PARTY ABUSING ME IS! I believe in ACCOUNTABILITY! I also believe that it is MY DUTY to hold the PASTOR and the JUDGE "accountable" as it is their job to hold me "accountable". I do not fear PEOPLE or POSITIONS, and I LIVE FOR TRUTH! I KNOW that given enough time, the TRUTH WILL WIN, because I will not QUIT EXPOSING IT, from every roof-top, until the power of the absurd LIES has been EXPOSED and DEFEATED! As for how many corrupt judges and attorneys need to be exposed and find a new line of work afterwards, or how many Local Rules and Procedures need to be BOILER PLATE throughout Tennessee, so that NO JUDICIAL DISTRICT has the CHOICE to enact DISCRIMINATORY RULES and PROCEDURES against their CITIZENS, I have learned the HARD WAY exactly where the CRACKS ARE in the system which allowed a couple of corrupt individuals to perversly harm me while I was litterally rendered DEFENSELESS because of the DISCRIMINATION as well as the CORRUPTION within their County Court!

While if any more adverse actions are taken against me, I will go straight to the FBI, filing Criminal Corruption Charges against everyone involved. There is NO CHANGE in Tennessee's JUSTICE or Judicial System, whether in replacing people, positions, policies, reforming laws, rules, procedures, improving transparency, accountability, reforming the Appellate Court so that a person need not be a LEGAL SCHOLAR to have ANY CHANCE of not being VIOLENTLY CRIMINALLY HARMED BY THE ADMINISTRATION OF "LAW"! I probably have a DOZEN ideas right now, which are simply what most people would consider "COMMON SENSE", and probably they would be SHOCKED to learn that though it is "COMMON SENSE", it is not how Tennessee's Judicial System currently operates. So though I would very much like to MOVE ON WITH MY LIFE and leave this LEGAL CRUSADE BEHIND, I will NEVER stop exposing TRUTH and promoting "COMMON SENSE" Judicial Reform in TENNESSEE, until my CONSTITUTIONAL FREEDOMS AS A UNITED STATES CITIZEN HAVE BEEN FULLY RESTORED, the LIES AGAINST ME (of being an "abuser", a "stalker", a "danger", or having "threatened" or "harmed" or "endangered" the PERSONAL SAFETY OF

ANYONE, EVER) HAVE BEEN REVOKED, DISMISSED, STRICKEN, OVERTURNED, AND PERMANENTLY EXPUNGED!

If that (MY PERSON) can be RESTORED in 1-month, 3-months, 6-months, 5-years, 15-years, then THAT is when I WILL BE FREE TO MOVE FORWARD WITH MY LIFE. Meanwhile, any POWER holding my FREEDOM, my REPUTATION, my PERSON and/or my LIFE HOSTAGE, until that day of RESTORATION finally arrives, will be held financially liable for the IRREVOKABLE LOSS of EACH AND EVERY DAY OF MY LIFE, and my UNJUSTLY LOST LIFE, LIBERTY, AND PURSUIT OF HAPPINESS, along with the IMPACT that DELAY in vocational rehabilitation and professional development has upon my ability to ever RETIRE. Starting from the date when I was illegally EVICTED FROM MY HOME, by Attorney Virginia Lee Story, Judge Michael W. Binkley, and the Williamson County Sheriff's Office (whom they had unconscionably "enforce" their CRIME against me) on 9/3/2019! Though it certainly could be justified sooner, that shall be the date that this TRAVESTY OF INJUSTICE, MALICIOUS LITIGATION, ADA EXPLOITATION AND ABUSE, AND JUDICIAL CORRUPTION

The pattern which I recognized, because I witnessed it just enough times to actually SEE it, was that Ms. Story would handle all the really "DIRTY WORK", providing Judge Binkley just the thinnest veil of "plausible deniability" (though I don't believe that any "impartial" mind would find it wholly UNREASONABLE), Ms. Story would then provide intentionally MISLEADING testimony or an affidavit in Court, which then left a GAP to traverse to their absolutely incorrect conclusion, which Chancellor Michael W. Binkley would then leap over, as Ms. Story passed him the ball and Judge Binkley SLAM DUNKED IT, with the fully weight of the Williamson County Court System and the WCSO behind him to "ENFORCE" his LITTERALLY ILLEGAL COURT ORDER! Based upon false and manipulated information, and an UNREASONABLE conclusion, without allowing me any involvement to speak for myself, a crime against the Judicial Canons, every Constitution, and their Oaths of Office.

Causing FURTHER damage my life while they both were already guilty of a litany of Federal Crimes against me, I believe including violations of the RICO Act, as they have forced me to rely upon the State of Michigan's social services simply to SURVIVE their wholly unjustifiable malicious litigious, exploitation, coercion, abuse, extortion, threats of incarceration, and judicial corruption violently committed against me, while denying me ANY OPPORTUNITY AT DUE PROCESS! Their will be a time when JUSTICE will hear the crimes of Judge Michael W. Binkley, Attorney Virginia Lee Story, and Attorney Mary Beth Ausbrooks against me, where their answer will need to be MORE than accusing me of being the "MONSTER" they have portrayed me as, although there is NO EVIDENCE of that, while not even having an arrest in my lifetime (which is better than Judge Michael W. Binkley). At some point, regardless of the OUTRAGEOUS LIES which my EX-WIFE has told, or which her COUNSEL has directed her to TELL, no LEGAL TRIAL or HEARING can take place without giving BOTH PARTIES an opportunity for their CASES to be HEARD by an UNBIASED TRIBUNAL! While that's exactly what they CAN'T produce any evidence of, because it NEVER HAPPENED! While I did everything IN MY POWER to BE HEARD, even though I KNEW that it wasn't a "fair" and "IMPARTIAL TRIBUNAL"! There was nothing which I was MORE SURE OF!

ASTHMA, ALLERG

S. Anne, M.D. R. Botta, M.D.

Patient Name: Marsha Fenton

Visit Date: 7/2/2020

Thank you very much for letting me participate in consultation on 07/02/20. Marsha states that her IgA respiratory tract infection. She has been following She is wearing the mask. She is staying home. Her any fever, chills, or rigors. She denies any upper c

PHYSICAL EXAMINATION: Deferred at this time

IMPRESSION: Ms. Marsha Fenton has:

- 1. IgA deficiency, and
- 2. Chronic rhinosinusitis.

RECOMMENDATIONS:

- 1. Marsha is prone to develop recurrent infections exposure to COVID-19 infection.
- 2. Since her son stays with Marsha, I strongly recommend reduce significantly the risk of exposure of Ms. Fe
- 3. A follow-up appointment has been scheduled in

I have repeatedly offered to FORFEIT every penny I am due, and even to sign mutual hold harmless agreements with every party who has obviously harmed me, including federal crimes of corruption and obstruction of justice, abuse of process, crimes which could cost them serious prison time, being disgraced and disbarred, and never being able to practice law again (like Casey Moreland), if they would only IF they would drop their BOGUS charges against me, take the NOOSE OFF MY NECK, and allow me to MOVE FORWARD with my life untethered. Clearly I wouldn't have written 250-pages in my defense and then NOT WANTED TO PARTICIPATE after (I KNEW THEY ILLEGALLY) ran me out of my HOME with the Williamson County Sherrif's Office, and subsequently the State of Tennessee, refusing to provide me with ANY substitute shelter or provision whatsoever.

WHERE to Aiding in the "COVER-UP" while denying me any assistance to help mitigate my outrageous damages which are daily increasing exponentially, to SUPPORT AND ENFORCE THE CONSTITUTION of BOTH Tennessee and the United States, or to help DELIVER JUSTICE. Acting as though seeing NOTHING out of the ordinary, while continuing his walk. That COA JUDGE (whether a friend of Binkley's or Story's - which Middle Tennessee is known for and I believe is very likely - seeking to PRETEND to offer HELP by granting extensions of TIME, while refusing EVERY OTHER ACCOMODATION requested (and I thought approved) in my ADA Request for Modifications form (such as to JUDGE by the SPRIT OF THE LAW RATHER THAN to help "Cover-Up" he COA absolutely REFUSED to reach out a hand to help SAVE ME, UNLESS I COULD FIRST DEFEAT ATTORNEY VIRGINIA LEE STORY IN A LEGAL JOUST IN THE COLLESEAM FOR THE JUDGES AMUSEMENT!

The Judicial Canons as well as the Tennessee State Constitution say NOTHING about the need to (be able to) file an APPELLANT BRIEF (procedure) in order to receive JUDICIAL PROTECTION for illegal CORRUPTION, COLLUSION, and UNCONSTITUTIONAL BIAS and HARM. Actually, they say EXACTLY THE OPPOSITE and provide provisions for SETTING ALL RULES AND PROCEDURES ASIDE FOR THE ADMINISTRATION OF JUSTICE TO ANY CITIZEN!

Tennessee Citizens are ENTITLED to EQUAL protection by the LAWS of the State of Tennessee, and illegal HARMS caused by the Court. CLEAR EVIDENCE of JUDICIAL ABUSE, COERSION, NEPITISM, DISCRIMINATION, BIAS, AND COLLUSION (along with likely OBSTRUCTION OF JUSTICE) was clearly evident in that ONE RECORDING, had they simply listened to that one 30 MINUTE AUDIO RECORDING from my abusive trial on 8/29/2019 in Williamson Chancery, while FACT CHECKING EVERY WORD SPOKEN by Judge Michael W. Binkley and Attorney Virginia Lee Story.

I pleaded for an EXCEPTION to the rules, for which there are rules to allow so not to prevent any citizen JUSTICE, while the Court instead chose to HIDE the CORRUPTION while continuing to daily cause me harm by the continued corruption.

JUSTICE delayed is JUSTICE denied! I'm exhausted at begging Tennessee JUDGES to HONOR, RESPECT, and ABIDE BY THE LAW! I will seek Federal Criminal Charges against all parties now, in

addition to public exposure and any real “accountability” provided by your ethics boards (which so far I’m not very hopeful for.)

Anyhow, I need the PANEL the JUDGE was on who handled my case with the COA, as well as the NAME OF THAT JUDGE for the Tennessee Board of Judicial Conduct. SURELY you know and there are SOME records at SOME level for who was assigned to each case, and who DECIDED (and denied) my EVERY REQUEST! Even the attached ADA REQUEST FOR MODIFICATION REQUIRES THE SIGNATURE OF THE PRESIDING JUDGE, UNLESS THEY WERE JUST FAKING IT AND THAT REQUEST FOR MODIFICATION WAS KEPT IN HOUSE AND BURRIED UPON DISMISSAL? Maybe I need to work “backwards” from the AOC director, to see if any such form was ever turned into her. (Even if no “Panel was Assigned”, at least a JUDGE was, and I would greatly appreciate their name.)

Where transparency is cloaked, and accountability is unreachable, CORRUPTION THRIVES! It blows my mind how unethical, hidden, and unaccountable our “decision makers” are! And we wonder WHY they are corrupt? Because we paved the way for them! Ridiculous.

Please know that at this point, all information will most likely be made publicly available. It is nothing personal, I really like you, but the absolute INACCESSIBILITY of JUSTICE for the common man, is totally unacceptable, as we have some literal MOBSTERS running our Courts, who are “untouchable”. That must come into the LIGHT, become EXPOSED, and the infection REMOVED from our JUDICIAL SYSTEM, or JUSTICE is no more guaranteed any man or woman in Tennessee, than the odds of playing DICE or any other gambling fetish.

Please provide me with the name of the JUDGE who DENIED ME JUSTICE, yet AGAIN!

Thanks to COVID, with my mom’s immunity disorder, I CAN’T GET A JOB FROM HOME (as needed not to endanger my mother’s life), until this absolutely absurd obomination of justice is FIXED! SO all day every say, all that I can do is keep shaking trees and exposing the truth to larger and larger audiences, from State to Federal, until I join up with others who have been similarly injured by Tennessee’s broken Judicial System, and our voice becomes much greater, or until somebody hears my cries and uses a little common sense, deducting that it isn’t HUMANE to rob my home, every penny I’ve ever had, force me out without replacement shelter, any healthcare, medication, vocational training, job, or means to survive, WHILE ALSO HARMING MY EMPLOYMENT OPPORTUNITIES WITH A FRAUDULENT OP, WHICH MS. STORY AND JUDGE BINKLEY WERE NOT INTERESTED IN CHARGING ME WITH UNTIL I WAS NO LONGER AN ALIMONY CONCERN FOR MS. FENTON, AND I WAS RUN OUT OF THE STATE OF TENNESSEE, TO BE ON THE STATE OF MICHIGAN’S WELFARE SYSTEM! I see SO MANY potential civil and criminal lawsuits in this matter.... FENTON VS. STATE OF TENNESSEE.... All because some arrogant thug REFUSED TO REMOVE THEIR ILLEGAL NOOSE FROM AROUND MY NECK! Which the World is going to KNOW and think of TENNESSEE as the king of JUDICIAL CORRUPTION once again! PLANTATION LAW.... Where the “MASTERS” still won’t let the “SLAVES” be FREE, regardless of what COLOR they ARE!

It's not about race, it is about SOCIOECONOMICS, which the judicial CANONS of TENNESSEE EXPRESSLY FORBID BIAS or DISCRIMINATION BASED UPON!

Yet here we are.... Again...

One part of me says, TAKE IT TO FEDERAL COURT, spend a year on it, and I'll never need to work again! (I have no other chance at "retirement") The people who have CLEARLY UNCONSCIONABLY violated me, have VERY DEEP POCKETS and will eventually be FORCED TO PAY! But I just want to GO ON WITH MY LIFE WITHOUT A FREAKING NOOSE AROUND MY NECK, OR DAILY FEAR FOR ME OR MY MOTHER AT WHAT UNCONSCIONABLE CRIMES OR LIES THEY WILL TELL ABOUT ME NEXT. An embarrassment to ALL of TENNESSEE... MOBSTERS making \$200k per year on the TAXPAYERS ROLES, and God only knows how much under the table (since they refuse transparency and accountability). MOBSTERS WHOSE NAMES HAVE BEEN AND WILL AGAIN BY RIGHTFULLY SYNONOMOUS WITH THEIR KLAN LEADER, AND FORMER BENEFACTOR, CASEY MORELAND!

This seems so SIMPLE that anyone with a SIXTH GRADE LEVEL OF "COMMON SENBSE" or even a HOMELESS PERSON, could ADMINISTER JUSTICE IN THIS CASE FAR BETTER THAN THE EGOMANIACS AND BUDDIES MAKING \$200k per year to HOLD THE PUBLIC DOWN! It is OUTRAGEOUS!

While taking up the RESOURCES of a dozzen different departments in Tennessee, from the AOC, the COA, the TRIAL COURT, the BOARD OF JUDICIAL CONDUCT, the Supreme Court, the BOARD OF PROFESSIONAL RESPONSIBILITY... all because of one VERY OBVIOUSLY UNJUST RULING, with a MOUNTAIN OF EVIDENCE, but which only requires listening to ONE COURT RECORDING, while FACT CHECKING!

But nobody cares enough to do it...

Thanks.

**REFUSED Per my ADA REQUEST – though without acknowledging it:
Judgment Based Upon the LAWS – not just the Technical Codes which I am
Knowledgeable about, or able to Research and Cite (ignorance about the law is no excuse for breaking it, hence
it shouldn't be for being protected by the law either). Please Judge based upon the SPIRIT of the Law, not just
the Technical Manipulation of Words used to Express, Define, and Communicate it. Thank you!**

**Significant problem and request for Court Oversight, Accountability, Advocacy, and Assistance: I strongly
believe that the narrative driving the basis for ALL the actions levied against me so far by the opposing counsel
(Ms. Story) has been largely FALSE, Intentionally Deceptive, Bombarding me from every angle
simultaneously, specifically to Exploit my Known Disabilities, to Strategically Devastate me, using
HARRASSMENT BY LEGAL PROCESS (malicious litigation). Combined with Ms. Story's Reputation,
Resources, and Relationships, I don't believe that I ever had a chance at a Fair Trial. Ms. Story BOUND me
with an OP obtained under False Testimony, then TOOK and DESTROYED everything of substance, which I
have ever owned, in just two months.**

JEFF FENTON

Jeff Fenton

From: Jeff Fenton
Sent: Friday, March 17, 2023 10:18 AM
To: Jim.Hivner@tncourts.gov; john.coke@tncourts.gov
Cc: appellatecourtclerk@tncourts.gov; Lisa Marsh
Subject: FENTON INFORMATION REQUIRED: M2019-02059-COA-R3-CV | WILLIAMSON COUNTY CHANCERY COURT #48419B
Attachments: 2020-10-16 AFFIDAVIT of Jeffrey R Fenton - Authenticity of Audio (SENT).pdf; 2020-07-08 ADA Request for Modification due to Mental Health (Under Tennessee Judicial Branch Policy 2_07).pdf; 2020-10-16 EMERGENCY MOTION Notifying of Exigent Circumstances (SENT).pdf; USCOURTS-tnmd-3_15-cv-00127-1 (PRO SE Default Judgment) with Markup.pdf; T.C.A. § 39-16-403 Official Oppression - Markup (A-2b).pdf; Tennessee Court Clerk Guidelines (with markup).pdf; 2020-10-28 Motion to Supplement and Correct the Record.pdf; Cruel and Inhumane - (Binkley, Beeler, Story) Markup (A-2B).pdf

Hello Mr. Hivner!

Congratulations on the promotion Mr. Coke!

I need a file stamped first page of the following documents which I filed through you:

- **2020-10-16 Affidavit of Jeffrey R. Fenton – “Authenticity of Audio”,** which I emailed to you on 10/16/2020, at the same time as I emailed you the “EMERGENCY MOTION Notifying of Exigent Circumstances.
- **2020-10-28 Motion to Supplement and Correct the Record**

My understanding is that all filings are to be time stamped “filed” within 24 hours of receipt, regardless of how the judge chooses to rule on the matter. So, I need a file stamped copy of the “RECEIVED” Affidavit and Motion proving that I submitted them to the court please.

Also, I should have received (but never did) a fully executed copy of each of my ADA Requests for Modification due to Mental Health (Under Tennessee Judicial Branch Policy 2_07). One for each filing. Showing it time stamped filed/received with each filing, while also notifying me about what accommodations each Judge approved or alternates suggested per the fully executed forms. (Please send me all three fully executed pages for each filing, so that I can try to understand what transpired):

- GRANTED
- OFFER OF REASONABLE ALTERNATE MODIFICATION
- The request for modification is DENIED because:
 - The application is not a qualified individual with a disability.
 - The requested modification would fundamentally alter the nature of the judicial program, service or activity.
 - The requested modification would create an undue financial or administrative burden.
 - The applicant refused to comply with the Policy.
 - The Applicant’s failure to comply with the Policy makes impossible or impracticable the ability to provide the requested Modification.
- (Specify) _____
- DATE: _____

- Local Judicial Program ADA Coordinator: _____

With the next page including:

- APPEALS:
- PRESIDING JUDGE REVIEW
- ADMINISTRATIVE OFFICE OF THE COURTS REVIEW

With all dates and signatures for each of my filings, executed. As I understand they are determined individually by the Presiding Judge who reviews each filing.

with an OP obtained under False Testimony, then TOOK and DESTROYED everything of substance, which I have ever owned, in just two months.

8. To substantiate my claims about legal inequality and unfairness: During my trial on August 29th, 2019, at "The Old Courthouse" in Franklin, as is recorded in VOLUME-4 of my Technical Record, Page-516, Line-6, the Judge told me, "Fair is something you do in the faith."

Despite my many requests that the Court Differentiate this as a "Transcript of Evidence", it remain buried in my Technical Record, even though the Judge procured the Court Reporter himself. The remainder of that same transcript clearly reveals how open, objective, and impartial, the Court remained, amidst my Testimony versus Ms. Story's. I beg you look and see for yourself! Your intervention is requested and seriously needed!

Documentation provided by my Psychiatrist and my Psychotherapist is included to prove that I have the disabilities listed, as well as a real need for the modifications sought herein.

My request for a 60-Day extension, for filing my Brief, will follow; but for the sake of TIME, since I am so SLOW at this, I am sending this Request for Modification separately. Thank you!

I hereby certify that the above information is true and correct to the best of my knowledge.

Date: 7/9/2020  (Signature of Applicant)

G The request for modification is GRANTED.

G OFFER OF REASONABLE ALTERNATE MODIFICATION _____

G The request for modification is DENIED because:

- the applicant is not a qualified individual with a disability
- the requested modification would fundamentally alter the nature of the judicial program, service or activity
- the requested modification would create an undue financial or administrative burden
- the applicant refused to comply with the Policy
- the applicant's failure to comply with the Policy makes impossible or impracticable the ability to provide the requested Modification

(Specify) _____

DATE: _____

Local Judicial Program ADA Coordinator

APPEALS

G Presiding Judge Review requested. (Specify reason and the remedy you want):

DATE: _____
 (Signature of Person Requesting Review)

PRESIDING JUDGE REVIEW

I have reviewed the original request for modification, the offer of alternate modification OR the denial of modification and the reason for the denial, and the reason that this review has been requested and find as follows:

DATE: _____
 PRESIDING JUDGE

G Administrative Office of the Courts Review requested. (Specify reason and the remedy you want):

DATE: _____
 (Signature of Person Requesting Review)

ADMINISTRATIVE OFFICE OF THE COURTS REVIEW

I have reviewed the original request for modification, the offer of alternate modification OR the denial of modification and the reason for the denial, and the reason that this review has been requested and find as follows:

DATE: _____
 AOC DIRECTOR

Also, please do not destroy any documentation, and please instruct the trial court not to either. I no longer communicate with the Trial Court due to the harsh, bias, collusive, discriminatory, threatening, and retaliatory behavior which they have exhibited against me (all with records). From Clerk and Master Beeler to Judge Michael W. Binkley, to their close family friend of over 40—years across the street, Attorney Virginia Lee Story, who unbeknownst to me wrote my court orders, directly falsifying and coloring them feloniously packed with fraud! (All which you have evidence of on file, yet the truth and evidence have been unfortunately irrelevant to date.)

Please also ensure that this does not get turned into a collection agency or recall it and remove any negative marks on my credit, as this action by Binkle/Story/Ausbrooks/etc... was entirely **Predatory Litigation**, as I have unfortunately had to learn, and due to my disabilities and the fact that it is ME against over a dozen powerful members of the Courts, while everything done to date lacks one good-faith, honest, action in either State or Federal Courts, which I have evidence of. There is no sense in destroying me more than they have already done.

I'm being forced to learn a LOT of law just to be treated as a HUMAN and allowed to proceed with my life without interference, extortion, threats, coercion, but I'm narrowing down my remaining tasks for the next step in litigation. Hopefully when this is all over, there will be greater protection for those in my demographic throughout the State of Tennessee.

Thank you, sirs!
 Jeff Fenton

From: Jim Hivner <Jim.Hivner@tncourts.gov>
Sent: Monday, January 4, 2021 1:51 PM
To: Jeff Fenton <jeff.fenton@live.com>
Cc: Lisa Marsh <Lisa.Marsh@tncourts.gov>
Subject: Re: Which COA Judge was Assigned to my Case and which Panel is he/she on?

Mr. Fenton:

The Order dismissing your appeal was approved by the following panel of judges: Judge Frank Clement, Judge Andy Bennett and Judge Neal McBrayer.

Jim Hivner

James M. Hivner

Clerk of the Appellate Courts
State of Tennessee
Supreme Court Building
401 7th Ave. North
Nashville, TN 37219-1407
(615) 741-2681



TENNESSEE APPELLATE COURTS
UNIFORM FACSIMILE FILING COVER SHEET

TO (COURT CLERK): **IN THE COURT OF APPEALS OF TENNESSEE**

WITH (COURT): **MIDDLE TENNESSEE DIVISION (AT NASHVILLE)**

CLERK'S FAX NUMBER: **(615) 532-8757**

CASE NAME: **JEFFREY RYAN FENTON v FAWN TIFFANY FENTON**

DOCKET NUMBER: **M2019-02059-COA-R3-CV**

TITLE OF DOCUMENT: **(ADA) REQUEST FOR MODIFICATION**

FROM (SENDER): **JEFFREY RYAN FENTON**

SENDER'S ADDRESS: **17195 SILVER PARKWAY, #150**
FENTON, MICHIGAN 48430-3426

SENDER'S VOICE TELEPHONE NUMBER: **(615) 837-1300**

SENDER'S FAX TELEPHONE NUMBER: **(810) 255-4438**

DATE: **07/08/2020** TOTAL PAGES, INCLUDING COVER PAGE: **13**

FILING INSTRUCTIONS/COMMENTS (attach additional sheet if necessary):

PLEASE FILE AND RESPOND ELECTRONICALLY, EITHER VIA EMAIL TO JEFF.FENTON@LIVE.COM OR VIA FAX TO (810) 255-4438. MY FAX IS A DEDICATED LINE SETUP SOLELY FOR COMMUNICATING WITH THE COURT, NO COVER PAGE OR SPECIAL INSTRUCTIONS REQUIRED.

THANK YOU!
JEFF FENTON

REQUEST FOR MODIFICATION

Applicant requests accommodation under Tennessee Judicial Branch Policy 2.07

Applicant Information

Applicant is: Witness Juror Attorney Party Other (Specify Nature of Interest): _____

Name: JEFFREY RYAN FENTON
Telephone: (615) 837-1300
Address: 17195 Silver Parkway, #150
Fenton, MI 48430-3426

Court: COURT OF APPEALS OF TENNESSEE
MIDDLE DIVISION (AT NASHVILLE)
Judge: _____
Case No.: M2019-02059-COA-R3-CV

1. Type of proceeding. Criminal Civil
2. Proceedings to be covered (e.g., bail hearing, preliminary hearing, particular witnesses at trial, sentencing hearing, motion hearing, trial): Appeal of Forced Sale of Home, Divorce Judgment, Stalking Charge, and Order of Protection

3. Dates modification needed (specify): Currently – Throughout Appeal

4. Disability necessitating modification (specify): Obsessive-Compulsive Personality Disorder (OCPD) DSM-5 301.4 (F60.5), Attention-Deficit Hyperactivity Disorder (ADHD) DSM-5 314.01 (F90.2), Generalized Anxiety Disorder (GAD) DSM-5 300.02 (F41.1), Circadian Rhythm Sleep Disorder (CRSD) Non-24-Hour Sleep-Wake Disorder (Non-24) DSM-5 307.45 (G47.24), Poverty, Forced Geographic Distance from Court

5. Type of modification requested (specify): Procedural and Technical Flexibility, Additional TIME for Deadlines to Self-Represent by Necessity, Communication Modifications due to COVID-19 and Excessive Mailing Times to Michigan, Judgment Based Upon the LAWS – not just the Technical Codes which I am Knowledgeable about, or able to Research and Cite (ignorance about the law is no excuse for breaking it, hence it shouldn't be for being protected by the law either). Please Judge based upon the SPIRIT of the Law, not just the Technical Manipulation of Words used to Express, Define, and Communicate it. Thank you!

6. Special requests or anticipated problems (specify): Additional TIME and Patience please. By disorder I'm a Perfectionist who has a nearly impossible time Focusing and Remaining On Task, especially when of Significant Consequence. Yet I can't afford to hire anyone to help Represent me. I also request that all Court Communications please be sent to me Electronically, via Email or Fax (I setup a dedicated fax number for the court), because it often takes a WEEK to receive Mail here in Michigan, plus in-house handling times. My Email is jeff.fenton@live.com, and my dedicated fax number for the court is (810) 255-4438.

7. Significant problem and request for Court Oversight, Accountability, Advocacy, and Assistance: I strongly believe that the narrative driving the basis for ALL the actions levied against me so far by the opposing counsel (Ms. Story) has been largely FALSE, Intentionally Deceptive, Bombarding me from every angle simultaneously, specifically to Exploit my Known Disabilities, to Strategically Devastate me, using HARRASSMENT BY LEGAL PROCESS (malicious litigation). Combined with Ms. Story's Reputation, Resources, and Relationships, I don't believe that I ever had a chance at a Fair Trial. Ms. Story BOUND me

with an OP obtained under False Testimony, then TOOK and DESTROYED everything of substance, which I have ever owned, in just two months.

8. To substantiate my claims about legal inequality and unfairness: **During my trial on August 29th, 2019, at “The Old Courthouse” in Franklin, as is recorded in VOLUME-4 of my Technical Record, Page-516, Line-6, the Judge told me, “Fair is something you do in the fall.”**

Despite my many requests that the Court Differentiate this as a “Transcript of Evidence”, it remains buried in my Technical Record, even though the Judge procured the Court Reporter himself. The remainder of that same transcript clearly reveals how open, objective, and impartial, the Court remained, amidst my Testimony versus Ms. Story’s. I beg you look and see for yourself! Your intervention is requested and seriously needed!

Documentation provided by my Psychiatrist and my Psychotherapist is included to prove that I have the disabilities listed, as well as a real need for the modifications sought herein.

My request for a 60-Day extension, for filing my Brief, will follow; but for the sake of TIME, since I am so SLOW at this, I am sending this Request for Modification separately. Thank you!

I hereby certify that the above information is true and correct to the best of my knowledge.

Date: 7/8/2020


(Signature of Applicant)

G The request for modification is GRANTED.

G OFFER OF REASONABLE ALTERNATE MODIFICATION _____

G The request for modification is DENIED because:

- the applicant is not a qualified individual with a disability
- the requested modification would fundamentally alter the nature of the judicial program, service or activity
- the requested modification would create an undue financial or administrative burden
- the applicant refused to comply with the Policy
- the applicant’s failure to comply with the Policy makes impossible or impracticable the ability to provide the requested Modification

(Specify) _____

DATE: _____

Local Judicial Program ADA Coordinator

APPEALS

G Presiding Judge Review requested. (Specify reason and the remedy you want): _____

DATE: _____

(Signature of Person Requesting Review)

PRESIDING JUDGE REVIEW

I have reviewed the original request for modification, the offer of alternate modification OR the denial of modification and the reason for the denial, and the reason that this review has been requested and find as follows:

DATE: _____

PRESIDING JUDGE

G Administrative Office of the Courts Review requested. (Specify reason and the remedy you want): _____

DATE: _____

(Signature of Person Requesting Review)

ADMINISTRATIVE OFFICE OF THE COURTS REVIEW

I have reviewed the original request for modification, the offer of alternate modification OR the denial of modification and the reason for the denial, and the reason that this review has been requested and find as follows:

DATE: _____

AOC DIRECTOR

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

DONALD W. FISHER,)
Plaintiff,)
)
v.) **No. 3-15-cv-127**
) **Judge Crenshaw**
CHRISTOPHER GATES AND GATES) **Magistrate Judge Frenshley**
CONSTRUCTION AND DESIGN, LLC,)
Defendants.)

REPORT AND RECOMMENDATION

Pending before the Court is Defendants’ Motion to Vacate Entry of Default (Docket No. 55) and Plaintiff’s First Motion for Default Judgment (Docket No. 61). For the reasons stated herein, the undersigned recommends that Defendants’ Motion to Vacate Entry of Default (Docket No. 55) be Granted in part and Denied in part; and Plaintiff’s First Motion for Default Judgment (Docket No. 61) be Granted in part and Denied in part. Specifically, the undersigned recommends the entry of default as to the individual Defendant, Christopher Gates, be vacated but that the entry of default as to the corporate defendant, Gates Construction and Design, LLC, remain and that the Motion for Default Judgment be Granted as to Gates Construction and Design, LLC only.

Standard of Review

Federal Rule of Civil Procedure 55 (a) requires the clerk of court to enter a party’s default when the party “against whom a judgment for affirmative relief is sought has failed to plead or otherwise defend” and “that failure is shown by affidavit or otherwise.” Fed. R. Civ. P. 55 (a). Upon entry of default a party may proceed to seek default judgment under Rule 55 (b), either from the clerk of court or the district court. The Sixth Circuit has held that entry of default is a

prerequisite to a default judgment. *Devlin v. Kalm*, 493 F. App'x 678, 685-686 (6th Cir. 2012). “Once a default is entered against a defendant, that party is deemed to have admitted all the well pleaded allegations in the complaint except those relating to damages.” *Microsoft Corp. v. McGee*, 490 F. Supp. 2d 874, 878 (S. D. Ohio 2007)(citations omitted). Rule 55 (c) of the Fed. Rules of Civil Procedure allows the district court to set aside an entry of default for good cause. Fed. R. Civ. P. Rule 55 (c).

DISCUSSION

Defendants’ Request to Set Aside Default

Following the entry of default in this case Defendant filed an Answer to the complaint (Docket No. 54) and Motion to Vacate Entry of Default (Docket No. 55). Plaintiff has not filed a response to Defendant’s motion to vacate.

The Court acknowledges that Defendants are acting pro se in this matter, and their pro se status is a factor for the court to consider in its good cause determination in setting aside a Defendant’s default. *Dessault Systemes S. A. v. Childress*, 663 F. 3d 832, 844 (6th Cir. 2011)(Citing *Shepard Claims Serv., Inc. v. William Darrah and Associates*, 796 F. 2d 190, 194 (6th Cir. 1986). Nevertheless, pro se litigants are not exempt from the requirements of the Federal Rules of Civil Procedure. *McNeill v. United States*, 508 U. S. 106, 133 (1980). The Court also notes that “mere negligence or failure to act reasonably is not enough to sustain a default.” *United States v. \$22,050.00 in United States Currency*, 595 F. 3d 318, 327 (6th Cir. 2010).

While the failure of the individually named defendant to answer the complaint is clearly negligent, nothing before the court suggests that defendant acted to thwart the judicial proceedings or with reckless disregard for the effect of his conduct on the proceedings. *See, Childress*, 663 F. 3d at 841. It is clear from the pleadings that the defendant wishes to defend

against this action. Therefore, the Court recommends that the default against the individually named defendant be set aside.

With respect to the corporate defendant, the Court has been clear that the defendant corporation must retain an attorney to represent its interest in the case. Docket No. 57. Despite being repeatedly advised of this requirement and its consequences, defendant corporation has not obtained counsel therefore the court recommends that the default as to the defendant corporation remain and not be vacated.

Plaintiff’s Motion for Default Judgment

Plaintiff has filed a Motion For Default Judgment (Docket No. 61) based upon the previously issued default (Docket No. 51). Defendants have not responded to the Motion for Default Judgment. Plaintiff contends that default judgment is appropriate based upon the corporate defendant’s failure to comply with the Court’s previous orders requiring that any pleadings be filed by an attorney admitted to practice before this court and that the Answer filed on behalf of the individually named defendant fails to comply with the pleading requirements of Rule 8 (b) and (c) Fed. R. Civ. P.. Docket No. 61, pp. 1-2.

As noted above, the corporate defendant’s failure to comply with the rules supports the entry of default under Rule 55 (a) Fed. R. Civ. P. and likewise the entry of default judgment under Rule 55(b). Therefore, the undersigned recommends that the motion for default judgment be GRANTED as to the corporate defendant, Gates Construction and Design, LLC.

With respect to the individually named defendant, the Answer to the complaint states as follows:

[t]he Plaintiff and only after refusing to perform additional repairs for free on the pool on areas due to damages caused by the mishandling namely freezing of the pool as maintained by the Plaintiff and his pool man who is a disgruntled former employee of the Defendants who was released from Defendants employ

for incompetents (sic) and undesirable conduct, did this action get filed so that the Plaintiff could claim dishonesty on the Defendants part and avoiding the 4 year limitation on his ability to claim.

Defense 1 Failure to State a Claim

Defendant answering the complaint herein, alleges all allegations and counts brought forth therein fails to state a claim for which relief can be granted.

WHEREFORE, Defendant prays that the Plaintiff take nothing and that the Defendant have judgement against the Plaintiff and recover the costs of suit herein, and such other relief that the court may deem proper.

Docket No. 54.

Federal Rules Civil Procedure Rule 8(e) provides that “pleadings must be construed so as to do justice,” and the Sixth Circuit has noted that “[t]he drafting of a formal pleading presupposes some degree of legal training or, at least, familiarity with applicable legal principles, and pro se litigants should not be precluded from resorting to the courts merely for want of sophistication.” *West v. Adecco Employment Agency*, 124 F. App’x 991, 992-93 (6th Cir. 2005)(quoting *Jourdan v. Jabe*, 951 F. 2d 108, 110 (6th Cir. 1991)).

While it is certainly true that the answer does not respond to each and every specific averment in the complaint, viewing the Defendant’s pleadings liberally, as it must for all documents filed by pro se litigants, and mindful of the requirement to do justice, it is clear that the individually named defendant has not failed to plead or otherwise defend against this action and therefore the undersigned recommends that the Motion for Default Judgment for the individually named Defendant, Christopher Gates, be DENIED.

RECOMMENDATION

For the reasons discussed above, the undersigned recommends that the Defendants’ Motion to Vacate Entry of Default be Granted as to the individually named defendant, Christopher Gates and be Denied as to the corporate defendant, Gates Construction and Design,

LLC, and that the Plaintiff's First Motion for Default Judgment be Granted as to the corporate defendant, Gates Construction and Design, LLC, and Denied as to the individual defendant, Christopher Gates.

Under Rule 72(b) of the Federal Rules of Civil Procedure, any party has fourteen (14) days after service of this Report and Recommendation in which to file any written objections to this Recommendation with the District Court. Any party opposing said objections shall have fourteen (14) days after service of any objections filed to this Report in which to file any response to said objections. Failure to file specific objections within fourteen (14) days of service of this Report and Recommendation can constitute a waiver of further appeal of this Recommendation. *See Thomas v. Arn*, 474 U.S. 140, 106 S. Ct. 466, 88 L. Ed. 2d 435 (1985), *reh'g denied*, 474 U.S. 1111 (1986); 28 U. S. C. § 636(b)(1); Fed. R. Civ. P. 72.



JEFFERY S. FRENSLEY
U. S. Magistrate Judge



THE UNITED STATES DEPARTMENT OF JUSTICE

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Region 8

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UST - REGION 8

Federal Judicial Districts Established for the Districts of Tennessee and Kentucky

The United States Trustee Program is a component of the U.S. Department of Justice that supervises the administration of bankruptcy cases. The United States Trustee for Region 8 serves the federal judicial districts established for the Districts of Tennessee and Kentucky. The regional office is located in Memphis, TN. The links on this site contain information about the regional office of the United States Trustee and the field offices within Region 8.



IMPORTANT NOTICES

USTP FORMS FOR THE FILING OF PERIODIC OPERATING REPORTS IN NON-SMALL BUSINESS CHAPTER 11 CASES NOW EFFECTIVE

Wednesday, July 21, 2021

On June 21, 2021, the United States Trustee Program's rule titled Procedures for Completing Uniform Periodic Reports in Non-Small Business Cases Filed Under Chapter 11 of Title 11, (28 C.F.R. 5 58.8) became effective. The Final Rule governs the filing of pre-confirmation monthly operating reports (MORs) and quarterly post-confirmation reports (PCRs) by all debtors except those who are small business debtors or who, in accordance with the CARES Act, elect relief under subchapter V of chapter 11. To obtain the required MOR and PCR forms, instructions for completing and filing MOR and PCR forms, and other important information, please visit the United States Trustee Program's Chapter 11 Operating Reports resource page at www.justice.gov/ust/chapter-11-operating-reports.

U.S. TRUSTEE PROGRAM EXTENDS TELEPHONIC OR VIDEO SECTION 341 MEETING

Friday, August 28, 2020

The U.S. Trustee Program has extended the requirement that section 341 meetings be conducted by telephone or video appearance to all cases filed during the period of the President's "Proclamation on Declaring a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak" issued March 13, 2020, and ending on the date that is 60 days after such declaration terminates. However, the U.S. Trustee may approve a request by a trustee in a particular case to continue the section 341 meeting to an in-person meeting in a manner that complies with local public health guidance, if the U.S. Trustee determines that an in-person examination of the debtor is required to ensure the completeness of the meeting or the protection of estate property. This policy may be revised at the discretion of the Director of the United States Trustee Program.

U.S. TRUSTEE PROGRAM EXTENDS TELEPHONIC SECTION 341 MEETINGS TO CASES FILED THROUGH MAY 10, 2020

Wednesday, April 1, 2020

The U.S. Trustee Program is extending the requirement that section 341 meetings be conducted only through telephonic or other alternative means not requiring in-person appearance to all cases filed through May 10, 2020. Appropriate notice will be provided to parties in accordance with bankruptcy law and rules.

U.S. TRUSTEE PROGRAM REGION 8 LEADERSHIP Paul A. Randolph Acting United States Trustee CONTACT Office of The U. S. Trustee (901) 544-3251

Paul A. Randolph Forwarded Referral To:

Megan Seliber Trial Attorney, Office of the United States Trustee

(615) 695-4060 (office) megan.seliber@usdoj.gov

318 Customs House, 701 Broadway Nashville, TN 37203

19-02693 Fenton: Fraud Referral

Paul A. Randolph (USTP)

Acting United States Trustee Region 8 (Nashville)

202-590-8690 (work cell) 901-544-3251 (office) 314-539-2990 (fax)

paul.a.randolph@usdoj.gov

Assistant U.S. Trustee Eastern District of Missouri (Region 13)

19-02693 Fenton: Fraud Referral

U.S. Trustee Program

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U.S. Bankruptcy Courts

Jeff Fenton

From: Randolph, Paul (USTP) <Paul.A.Randolph@usdoj.gov>
Sent: Tuesday, January 18, 2022 11:45 AM
To: Jeff Fenton
Subject: RE: [EXTERNAL] Fraud Upon the Court, Conspiracy Against Rights, Deprivation of Rights & Property Under Color of Law, ADA, FED, & HUD Violations - Protecting Disabled, Vulnerable, and Aged from Financial Exploitation: ALL Started with a Falsified Secret BK

Mr. Fenton:

I have received your six emails and will send them to our Nashville office to review. Please note that neither the U.S. Trustee nor any of its employees can provide you with legal representation or advice. You should take whatever legal steps you deem appropriate to protect your interests. Thank you for your referral.

Paul Randolph

Paul A. Randolph

Acting United States Trustee
Region 8 and
Assistant U.S. Trustee
Eastern District of Missouri (Region 13)
202-590-8690 (work cell)
314-539-2990 (fax)

Fenton 19-02693: sale motion complaint - Message (HTML)

File Message Add-ins Help Acrobat Tell me what you want to do

Save Undo Redo Previous Item Next Item Print Preview

Fenton 19-02693: sale motion complaint



Seliber, Megan (USTP) <Megan.Seliber@usdoj.gov>
To Jeff Fenton

Reply Reply All Forward

Tue 3/15/2022 6:08 PM

Attachment: fenton 319-02693 deed.pdf 247 KB

This email is from the USTP Trial Attorney in Nashville who was Assigned to Research my BANKRUPTCY FRAUD COMPLAINT by Region 8 Acting United States Trustee, Paul A. Randolph, who is over Tennessee and Kentucky. Mr. Randolph is who I contacted to REPORT BANKRUPTCY FRAUD and to seek information to help me understand what VIOLATIONS were made by whom.

Mr. Fenton,

I further investigated your complaint that you were not given notice of the motion to sell 1986 Sunnyside Drive as a co-owner in bankruptcy court. I confirmed that you did not receive notice. ~~Because Judge Binkley gave your ex-wife the power to close the sale in family court, it does not appear that any objection in bankruptcy court would have been availing even if you had been given notice.~~ For your records, I've attached the warranty deed and the family court order that was recorded.

Although you are welcome to seek bankruptcy counsel to investigate the matter further, ~~I believe that because the family court had dual jurisdiction over the property, you will need to seek any further remedy in state court. As the property has already been sold to a third party purchaser, it is also unclear if any remedies would be available.~~

This concludes my investigation into your complaint.

Best,



Megan Seliber
Trial Attorney, Office of the United States Trustee
318 Customs House, 701 Broadway
Nashville, TN 37203
(615) 695-4060

Ms. Seliber ACTS like she is HELPING ME, but she really isn't. She does confirm that the Bankruptcy Court failed to provide me NOTICE about my Ex-wife's Secret Bankruptcy and the THREAT to MY HOME, but then she lies to me, provides me with misinformation, and plays the blame game, between Federal and State Courts being responsible for my damages.

Jeff Fenton

From: Seliber, Megan (USTP) <Megan.Seliber@usdoj.gov>
Sent: Tuesday, March 15, 2022 6:08 PM
To: Jeff Fenton
Subject: Fenton 19-02693: sale motion complaint
Attachments: fenton 319-02693 deed.pdf

IF the BANKRUPTCY COURT had OBEYED the FRBP, then the Bankruptcy Trustee would have been FORCED by the Federal Bankruptcy Court or the Federal District Court to REMOVE the Marital Residence from my Ex-wife's "BANKRUPTCY ESTATE" as a "BURDENSOME ASSET" long before I ever even MET Judge Binkley! BOTH my INTERESTS and my TENANT'S LEASEHOLD INTERESTS were PROTECTED under Federal Bankruptcy Laws!

Mr. Fenton,

I further investigated your complaint that you were not given notice of the motion to sell 1986 Sunnyside Drive as a co-owner in bankruptcy court. I confirmed that you did not receive notice. ~~Because Judge Binkley gave your ex wife the power to close the sale in family court, it does not appear that any objection in bankruptcy court would have been availing even if you had been given notice.~~ For your records, I've attached the warranty deed and the family court order that was recorded.

Although you are welcome to seek bankruptcy counsel to investigate the matter further, ~~I believe that because the family court had dual jurisdiction over the property, you will need to seek any further remedy in state court. As the property has already been sold to a third party purchaser, it is also unclear if any remedies would be available.~~

This concludes my investigation into your complaint.

Best,



Megan Seliber
Trial Attorney, Office of the United States Trustee
318 Customs House, 701 Broadway
Nashville, TN 37203
(615) 695-4060

The State Court DID NOT have DUAL JURISDICTION, that is a LIE! The Federal Court always has ORIGINAL JURISDICTION, and usually EXCLUSIVE JURISDICTION over all property, where it sits, as it sits, upon the day the BANKRUPTCY IS FILED!

The State Court is actually SPECIFICALLY FORBIDDEN from taking Jurisdiction over the property because of the circumstances, and the Bankruptcy having been filed 39-DAYS before the DIVORCE!

REMEDIES are ALWAYS available for RACKETEERING and FRAUD, especially with as many bad-actors, in a Conspiracy to intentionally CIRCUMVENT the FRBP and FEDERAL BANKRUPTCY LAWS via CRIMES UNDER COLOR OF LAW, without EQUAL or DUE PROCESS, in a Corrupt State Court!

The CRIMINAL EVIDENCE of CONSPIRACY AGAINST RIGHTS (AND PROPERTY) UNDER COLOR OF LAW, FRAUD UPON BOTH COURTS, HOBBS ACT EXTORTION, and a BUNCH OF FEDERAL BANKRUPTCY CRIMES is ALL in the TIME-LINE:

DAYS between when BANKRUPTCY WAS FILED on 4/26/2019 and when DIVORCE was FILED on 6/04/2019: 39-DAYS

DAYS between when BANKRUPTCY WAS FILED on 4/26/2019 and when I was SERVED DIVORCE PAPERS 6/15/2019: 50-DAYS

DAYS between when BANKRUPTCY WAS FILED on 4/26/2019 and when fraudulent "Order of Protection Ex Parte was Served on 6/20/2019: 55-DAYS

DAYS between when BANKRUPTCY was FILED on 4/26/2019 and when I had my FIRST HEARING in CHANCERY COURT on 8/1/2019: 97-DAYS (The Bankruptcy Attorney HAD TO KNOW this far in ADVANCE, that Judge Binkley would "PLAY BALL"!) Otherwise the Bankruptcy Attorney would have gotten CAUGHT filing a FRAUDULENT BANKRUPTCY PETITION, as would the TRUSTEE. The Bankruptcy Attorney would have been responsible for all losses, faced serious sanctions, and removal from office! She HAD TO KNOW that Judge Binkley would illegally FORCE THE AUCTION OF MY HOME, on my VERY FIRST DAY in Court, before she could WAIT for 97-DAYS for what she was REQUIRED to do within the first 14-DAYS of FILING the FRAUDULENT BANKRUPTCY!

DAYS between when BANKRUPTCY WAS FILED on 4/26/2019 and when I was FORCEFULLY EVICTED from my home on 9/3/2019: 130-DAYS

JEFFREY R. FENTON

17195 SILVER PKWY #150, FENTON, MI 48430-3426

Phone: (810) 735-7456 • Email: jeff.fenton@live.com

GENESEE CO DHS UNION ST DISTRICT

Specialist / ID: M. Client-connection / MDHHS-Genesee-Union

Case Name: Jeffrey Fenton

Case Number: 128998254

Individual ID: 1240737350

DEAR CASE WORKER,

I've been experiencing computer problems and only accessed this letter about a week ago, after it was already past due. I've been working on this for days since. Due to my disabilities, no task is simple in my world. While I've been overwhelmed and swamped for over three years now, fighting a corrupt legal system in Tennessee, who refuses to even acknowledge my most basic human rights.

I've lived at the SAME address as I have since returning to Michigan in 2019, that being the ONLY ADDRESS in the WHOLE WORLD where I can stay for FREE when I need to, which is with my MOTHER, Marsha A. Fenton at [REDACTED]

When I signed-up for assistance at Union Station at the end of 2019, I specifically requested that **my mother's address be kept confidential**. That was for my safety as well as for my elderly mothers. Because of a corrupt judge, and a bunch of corrupt attorneys, and auctioneers who perform Racketeering (RICO) directly out of the Williamson County Chancery Court, in Middle Tennessee.

They have and continue to threaten my safety, my freedom, my life, my liberty, while they illegally took my property, which was my life's savings, and everything I had saved toward retirement. But they didn't stop there... I wish there was a simple way to explain it to you, but they falsified the Court Records, to make it look like I was an evil monster who deserved nothing, and voluntarily chose to give away my home for free and relocate to Michigan, when I had no plans of ever living in Michigan again. (I planned to continue to visit my mom, but not to relocate here, as I was inevitably forced, purely to survive their illegal schemes.)

No offense, but I had lived in Middle Tennessee for 25-years, the weather was much better, I had a beautiful home, and the economy was thriving. Yet the RICO scam the Court and Counsel played on me, almost instantly (with just five-days notice) left me with no shelter, income, support, provision, or means to sustain myself, amidst a simple divorce with no children. Which I didn't even want, but agreed to, without the need for ANY drama.

I've used a mailing address for everything (including with the State of Michigan), at **17195 Silver Parkway #150, Fenton, Michigan, 48430-3426**. I don't recall giving the address where I physically reside to anyone other than the State of Michigan, yet somehow that was not kept "CONFIDENTIAL" as I requested.

I received some junk mail at my mother's address and became concerned that her address had been compromised. As quickly as I could, I switched my physical address with the State of Michigan to my aunt's house in Fenton, to help provide a tiny buffer or notice should the corrupt Court in Tennessee and over a half-dozen attorneys try to further harm me.

While physically I never moved. I've remained at my mother's home at [REDACTED] [REDACTED] Since they were both located in Genesee County, and I haven't voted since I have been here, I thought it was "the least of greater evils", to help restore some peace, privacy, and protection here at my mother's tiny, open, and exposed home, for us both!

Since 2019, both me AND my mother, have been at FEAR for our SAFETY from a Corrupt Court and a gang of corrupt Attorneys who have repeatedly threatened me, with fraudulent incarceration, financial devastation, and physical harm.

It's not just ME. There are MANY people who literally fear for their safety and some even their LIVES and the LIVES of their family, from this same lawless pack!

I'm not the only person I know who has left the State and **SWORN to NEVER STEP ON TENNESSEE SOIL AGAIN, IN MY LIFE**, because of similar actions out of this same CORRUPT COURT, located in the wealthiest County within the State of Tennessee (unless I need to protect my ex-wife or to testify in a criminal trial against the Judge or Counsel).

The corruption within this Court has destroyed MANY LIVES! While one attorney who stood up to protect a victim I know of, was found DEAD the next day! (Against Judge Michael W. Binkley, the same judge who destroyed my life, in about as much time as his lunch break.)

In late 2019 when I started trying to figure out what in the heck just happened to everything in my life, I began Googling the names of the Corrupt Judge and Counsel, where I found a Facebook page dedicated to exposing the corruption and requesting the Investigation of this exact judge. This was one of my first steps to learning about more evil than I ever wanted to know, while connecting me with other victims: <https://www.facebook.com/judgebinkley>

So, the fact is that my address has NEVER CHANGED. I have no LEASE, I haven't been able to EARN a DOLLAR in the past year, while trying to guesstimate a budget for how much MORE IN DEBT that I go to my mother each month to pay for her electric bill tripling since I moved in, and to pay for my toilet paper, soap, deodorant, internet, phone, clothes, car insurance, office supplies for trying to fight this regime of injustice, and software subscriptions like Adobe Acrobat and Microsoft Word, to have the tools to TRY, seems completely pointless.

You can use the same exact budget that you have on file from my last interview over the phone, while to be clear, my mother is not "GIFTING" anything to me, except for RENT while I have

ZERO INCOME. Everything else she is keeping a running tally of, while I probably owe her in excess of \$20k currently.

I apologize for missing the due date and I hope that this won't affect my benefits. I only get the FAP for food, which I need, so that I'm not even more of a burden for my mother (she is a retired nurse, who planned retirement for herself, but not to support two people).

She can let me live here for free, when need be, but the additional expenses are really adding up. Especially after so long with no legal remedy or relief in sight. I've finally decided to try to file criminal complaints through the Michigan State Police, which I'm currently drafting documents for. My hope is that the Michigan State Police will work with the Tennessee Bureau of Investigation and the FBI. (Though that is probably a long shot.)

I've considered writing to Governor Whitmer to see if she can provide any assistance. It is hard to convince anyone to intervene with a powerful gang of lawless judges and attorneys, while many federal resources are devoted currently to "Domestic Terrorism" and were previously devoted to COVID.

So far, every judge backs the original judge's order, without even considering the possibility that the Trial Court Judge is Corrupt and the Opposing Counsel is one of his best friends (undisclosed). More absurdly, by "local court rules", my vexatious Opposing Counsel was allowed to WRITE the Court Orders HERSELF! To top it off, the Chancery Court Clerk & Master has literally been a "close family friend" of my vicious Opposing Counsel for over FORTY-YEARS. (Try to find any fairness, impartiality, or justice there! The Judge literally told me on Court Record, that "FAIR is something you do in the fall.")

Try as I do, each and every day (10-16 hours per day, at least 6-days per week), I've yet to reach **any help**. Unfortunately, I've learned that is common in cases of "Predatory Litigation". Most people have no idea that one corrupt judge can completely destroy their lives and literally render them homeless, broke, and destitute, in just an hour or two. Without being allowed to be heard, to provide evidence, to cross examine the bogus claims made about them, etc.

All these "laws", "civil rights", "constitutional rights", natural inalienable "human rights", and alleged "freedoms" that we were taught in school that we HAVE and honestly believe WILL protect us, until the day you find yourself in a corrupt "FAMILY COURT", up against an army of dirty attorneys, who have already setup a scheme to wipe you out, before you can even figure out what happened! Yet it happens EVERY DAY across our Country! (Actually, it's an epidemic in almost EVERY COUNTRY currently!)

You learn quickly that ANY WORDS ON PAPER (laws, constitutions, rights, judicial canons, rules of professional conduct) are only as good as the people who are appointed to HONOR & ENFORCE them! (We don't need more laws. We need more judges who respect the rights of the people, honor and obey the Law.)

I don't know how to explain what happened to me in Tennessee in a way that is believable and doesn't make me sound crazy. I'm not crazy, I'm just slow, overwhelmed, and a perfectionist (ADHD/OCPD/GAD). They intentionally targeted and attacked my known disabilities.

Recently my mother was doing something online, and one of those people finder ads popped up showing me living HERE at HER HOME, with her address plain as day. A week or two later, I had a similar experience while doing some research online.

Also, since I have decided to try to involve the Michigan State Police for our protection, I decided to change everything with the State of Michigan back to my mother's address, still wanting to keep it as confidential as possible, but knowing that there is no safety or hiding from the criminals who run Tennessee's judicial system! (Again, there have been ZERO changes for me physically or financially, just in the contact information with the State of Michigan.)

I'm providing an abundance of documentation proving my mother's address, and my living here. Such as my mother's property tax assessment for 2023, my voter registration and driver's license at this same address, along with even letters from my psychiatrist in Tennessee and my psychotherapist in Tennessee, who I both trusted enough to give my mother's address to.

I'll try to upload a few documents that SHOW you a tiny glimpse of the battle I have been fighting against a DIRTY JUDGE in Tennessee, Judge Michael W. Binkley, from the Williamson County Chancery Court, along with Attorney Virginia Lee Story, Clerk & Master Elaine Beaty Beeler, etc.

Hopefully this will be sufficient to maintain my benefits.

Please let me know if you need anything further and allow me some extra time to provide it to you. (I'm slow, I spent 9 hours writing this letter alone.)

Thank you,



4/19/2023

Jeffrey R. Fenton



AMENDMENTS

2008—Subsecs. (e) to (h). Pub. L. 110-325 added subsecs. (e) to (h).

EFFECTIVE DATE OF 2008 AMENDMENT

Amendment by Pub. L. 110-325 effective Jan. 1, 2009, see section 8 of Pub. L. 110-325, set out as a note under section 705 of Title 29, Labor.

§ 12202. State immunity

A State shall not be immune under the eleventh amendment to the Constitution of the United States from an action in¹ Federal or State court of competent jurisdiction for a violation of this chapter. In any action against a State for a violation of the requirements of this chapter, remedies (including remedies both at law and in equity) are available for such a violation to the same extent as such remedies are available for such a violation in an action against any public or private entity other than a State.

(Pub. L. 101-336, title V, § 502, July 26, 1990, 104 Stat. 370.)

REFERENCES IN TEXT

This chapter, referred to in text, was in the original “this Act”, meaning Pub. L. 101-336, July 26, 1990, 104 Stat. 327, which is classified principally to this chapter. For complete classification of this Act to the Code, see Short Title note set out under section 12101 of this title and Tables.

§ 12203. Prohibition against retaliation and coercion

(a) Retaliation

No person shall discriminate against any individual because such individual has opposed any act or practice made unlawful by this chapter or because such individual made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this chapter.

(b) Interference, coercion, or intimidation

It shall be unlawful to coerce, intimidate, threaten, or interfere with any individual in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other individual in the exercise or enjoyment of, any right granted or protected by this chapter.

(c) Remedies and procedures

The remedies and procedures available under sections 12117, 12133, and 12188 of this title shall be available to aggrieved persons for violations of subsections (a) and (b), with respect to subchapter I, subchapter II and subchapter III, respectively.

(Pub. L. 101-336, title V, § 503, July 26, 1990, 104 Stat. 370.)

REFERENCES IN TEXT

This chapter, referred to in subsecs. (a) and (b), was in the original “this Act”, meaning Pub. L. 101-336, July 26, 1990, 104 Stat. 327, which is classified principally to this chapter. For complete classification of this Act to the Code, see Short Title note set out under section 12101 of this title and Tables.

¹So in original. Probably should be “in a”.

CONSTITUTIONALITY

For constitutionality of section 503 of Pub. L. 101-336, see Congressional Research Service, *The Constitution of the United States of America: Analysis and Interpretation*, Appendix 1, Acts of Congress Held Unconstitutional in Whole or in Part by the Supreme Court of the United States.

§ 12204. Regulations by Architectural and Transportation Barriers Compliance Board

(a) Issuance of guidelines

Not later than 9 months after July 26, 1990, the Architectural and Transportation Barriers Compliance Board shall issue minimum guidelines that shall supplement the existing Minimum Guidelines and Requirements for Accessible Design for purposes of subchapters II and III of this chapter.

(b) Contents of guidelines

The supplemental guidelines issued under subsection (a) shall establish additional requirements, consistent with this chapter, to ensure that buildings, facilities, rail passenger cars, and vehicles are accessible, in terms of architecture and design, transportation, and communication, to individuals with disabilities.

(c) Qualified historic properties

(1) In general

The supplemental guidelines issued under subsection (a) shall include procedures and requirements for alterations that will threaten or destroy the historic significance of qualified historic buildings and facilities as defined in 4.1.7(1)(a) of the Uniform Federal Accessibility Standards.

(2) Sites eligible for listing in National Register

With respect to alterations of buildings or facilities that are eligible for listing in the National Register of Historic Places under division A of subtitle III of title 54, the guidelines described in paragraph (1) shall, at a minimum, maintain the procedures and requirements established in 4.1.7(1) and (2) of the Uniform Federal Accessibility Standards.

(3) Other sites

With respect to alterations of buildings or facilities designated as historic under State or local law, the guidelines described in paragraph (1) shall establish procedures equivalent to those established by 4.1.7(1)(b) and (c) of the Uniform Federal Accessibility Standards, and shall require, at a minimum, compliance with the requirements established in 4.1.7(2) of such standards.

(Pub. L. 101-336, title V, § 504, July 26, 1990, 104 Stat. 370; Pub. L. 113-287, § 5(k)(5), Dec. 19, 2014, 128 Stat. 3270.)

REFERENCES IN TEXT

This chapter, referred to in subsecs. (a) and (b), was in the original “this Act”, meaning Pub. L. 101-336, July 26, 1990, 104 Stat. 327, which is classified principally to this chapter. For complete classification of this Act to the Code, see Short Title note set out under section 12101 of this title and Tables.

AMENDMENTS

2014—Subsec. (c)(2). Pub. L. 113-287 substituted “division A of subtitle III of title 54” for “the National Historic Preservation Act (16 U.S.C. 470 et seq.)”.

18 U.S.C. § 1951

Section 1951 - Interference with commerce by threats or violence

(a) Whoever in any way or degree obstructs, delays, or affects commerce or the movement of any article or commodity in commerce, by robbery or extortion or attempts or conspires so to do, or commits or threatens physical violence to any person or property in furtherance of a plan or purpose to do anything in violation of this section shall be fined under this title or imprisoned not more than twenty years, or both.

(b) As used in this section-

(1) The term "robbery" means the unlawful taking or obtaining of personal property from the person or in the presence of another, against his will, by means of actual or threatened force, or violence, or fear of injury, immediate or future, to his person or property, or property in his custody or possession, or the person or property of a relative or member of his family or of anyone in his company at the time of the taking or obtaining.

(2) The term "extortion" means the obtaining of property from another, with his consent, induced by wrongful use of actual or threatened force, violence, or fear, or under color of official right.

(3) The term "commerce" means commerce within the District of Columbia, or any Territory or Possession of the United States; all commerce between any point in a State, Territory, Possession, or the District of Columbia and any point outside thereof; all commerce between points within the same State through any place outside such State; and all other commerce over which the United States has jurisdiction.

(c) This section shall not be construed to repeal, modify or affect section 17 of Title 15, sections 52, 101-115, 151-166 of Title 29 or sections 151-188 of Title 45.

18 U.S.C. § 1951

June 25, 1948, ch. 645, 62 Stat. 793; Pub. L. 103-322, title XXXIII, §330016(1)(L), Sept. 13, 1994, 108 Stat. 2147.

*HISTORICAL AND REVISION NOTES*Based on title 18, U.S.C., 1940 ed., §§420a-420e-1 (June 18, 1934, ch. 569, §§1-6, 48 Stat. 979, 980; July 3, 1946, ch. 537, 60 Stat. 420).Section consolidates sections 420a to 420e-1 of Title 18, U.S.C., 1940 ed., with changes in phraseology and arrangement necessary to effect consolidation.Provisions designating offense as felony were omitted as unnecessary in view of definitive section 1 of this title. (See reviser's note under section 550 of this title.) Subsection (c) of the revised section is derived from title II of the 1946 amendment. It substitutes references to specific sections of the United States Code, 1940 ed., in place of references to numerous acts of Congress, in conformity to the style of the revision bill. Subsection (c) as rephrased will preclude any construction of implied repeal of the specified acts of Congress codified in the sections enumerated.The words "attempts or conspires so to do" were substituted for sections 3 and 4 of the 1946 act, omitting as unnecessary the words "participates in an attempt" and the words "or acts in concert with another or with others", in view of section 2 of this title which makes any person who participates in an unlawful

enterprise or aids or assists the principal offender, or does anything towards the accomplishment of the crime, a principal himself. Words "shall, upon conviction thereof," were omitted as surplusage, since punishment cannot be imposed until a conviction is secured.

EDITORIAL NOTES

REFERENCES IN TEXT Sections 101-115 of Title 29, referred to in subsec. (c), is a reference to act Mar. 23, 1932, ch. 90, 47 Stat. 70, popularly known as the Norris-LaGuardia Act. For complete classification of this Act to the Code, see Short Title note set out under section 101 of Title 29, Labor, and Tables. Section 11 of that act, formerly classified to section 111 of Title 29, was repealed and reenacted as section 3692 of this title by act June 25, 1948, ch. 645, §21, 62 Stat. 862, eff. Sept. 1, 1948. Section 12 of that act, formerly classified to section 112 of Title 29, was repealed by act June 25, 1948, and is covered by rule 42(b) of the Federal Rules of Criminal Procedure, set out in Appendix to this title. Section 164 of Title 45, included within the reference in subsec. (c) to sections 151-188 of Title 45, was repealed by act Oct. 10, 1940, ch. 851, §4, 54 Stat. 1111. Section 186 of Title 45, included within the reference in subsec. (c) to sections 151-188 of Title 45, was omitted from the Code.

AMENDMENTS 1994-Subsec. (a). Pub. L. 103-322 substituted "fined under this title" for "fined not more than \$10,000".

STATUTORY NOTES AND RELATED SUBSIDIARIES

SHORT TITLE This section is popularly known as the "Hobbs Act".



Tenn. Code § 39-16-403

Section 39-16-403 - Official oppression

(a) A public servant acting under color of office or employment commits an offense who:

(1) Intentionally subjects another to mistreatment or to arrest, detention, stop, frisk, halt, search, seizure, dispossession, assessment or lien when the public servant knows the conduct is unlawful; or

(2) Intentionally denies or impedes another in the exercise or enjoyment of any right, privilege, power or immunity, when the public servant knows the conduct is unlawful.

(b) For purposes of this section, a public servant acts under color of office or employment if the public servant acts, or purports to act, in an official capacity or takes advantage of the actual or purported capacity.

(c) An offense under this section is a Class E felony.

(d) Charges for official oppression may be brought only by indictment, presentment or criminal information; provided, that nothing in this section shall deny a person from pursuing other criminal charges by affidavit of complaint.

T.C.A. § 39-16-403

Acts 1989, ch. 591, § 1; 1990, ch. 980, § 11.



REPORTING ELDER ABUSE AND NEGLECT

According to the National Center on Elder Abuse, only 1 in 14 cases of elder abuse ever come to the attention of authorities.

Tennessee is a mandatory reporting state. If you see abuse — or even suspect that an adult is being abused, neglected or exploited — you must report it. Call the Tennessee Department of Human Services Adult Protective Services unit, toll-free at **888-277-8366**.

WHO SHOULD I TELL?

If the abuse is happening now, call 911.

If you suspect elder or adult abuse, call Adult Protective Services at **888-277-8366**.

If the abuse is physical, call Tennessee Domestic Violence Hotline at **800-356-6767**.



WARNING SIGNS OF PHYSICAL ABUSE

Bruising, especially in the torso or head; frequent injuries from accidents; broken eyeglasses or frames; caregiver's refusal to allow visitors alone with the older person.

WARNING SIGNS OF EMOTIONAL ABUSE

Isolation of the older person or refusing to allow visits alone with the senior; observed threatening or belittling of the older person by the caregiver.

WARNING SIGNS OF NEGLECT

Unusual weight loss; malnutrition; dehydration; untreated physical problems; unsafe and unsanitary living conditions such as dirt, vermin, soiled clothes and bedding; inappropriate clothing for the weather; desertion or abandonment of the older person in a public place.

WARNING SIGNS OF FINANCIAL EXPLOITATION

Significant withdrawals from the vulnerable adult's accounts; sudden changes in their financial circumstances; valuable items or cash missing from their home; increase in junk mail soliciting purchases or payments for sweepstakes money; neglect of the victim, such as no food in the home; and maintenance and repairs of the home are ignored.



AO 91 (Rev. 11/11) Criminal Complaint

UNITED STATES DISTRICT COURT

for the

Middle District of Tennessee

United States of America)

v.)

Case No. 3:18mj3002

Cason Moreland)

Defendant(s)

CRIMINAL COMPLAINT

I, the complainant in this case, state that the following is true to the best of my knowledge and belief.

On or about the date(s) of Feb. 1, 2017 to Feb. 14, 2018 in the county of Davidson in the Middle District of Tennessee, the defendant(s) violated:

<i>Code Section</i>	<i>Offense Description</i>
18 U.S.C. 1512	Tampering with a witness, victim, or an informant
18 U.S.C. 1519	Destruction, alteration, or falsification of records in Federal investigations

**Managed out of the Memphis Field Office
"Nashville Resident Agency" (Satellite)**
2868 Elm Hill Pike, Nashville, TN 37214

FBI Special Agent Mark Shafer
Email: mshafer@fbi.gov
Phone: (615) 232-7513

This criminal complaint is based on these facts:
See the attached Affidavit of FBI Special Agent Mark Shafer.

Continued on the attached sheet.



Complainant's signature

FBI Special Agent Mark Shafer

Printed name and title

Sworn to before me and signed in my presence.

Date: 02/28/2018

City and state: Nashville, TN



Judge's signature

Magistrate Judge Joe B. Brown

Printed name and title

Memphis — FBI

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As the nation recognizes Police Week, FBI Director Christopher Wray expressed his gratitude to law enforcement officers nationwide.

Special Agent in Charge



Douglas Komeski

Assistant Special Agents in Charge

- Jeremy N. Baker
- Matt Foster
- Bryan McCloskey

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Details

Contacts

Documents

Tax

Location

FBI Building Off-Market

2868 Elm Hill Pike, Nashville, TN 37214

Property Type
Office - Government Office

Property Size
31,000 SF

Lot Size
3 Acre

Parking Spaces Avail.
136

Parking Ratio
4.40/ 1,000 SF

Property Tenancy
Single Tenant

Building Class
B

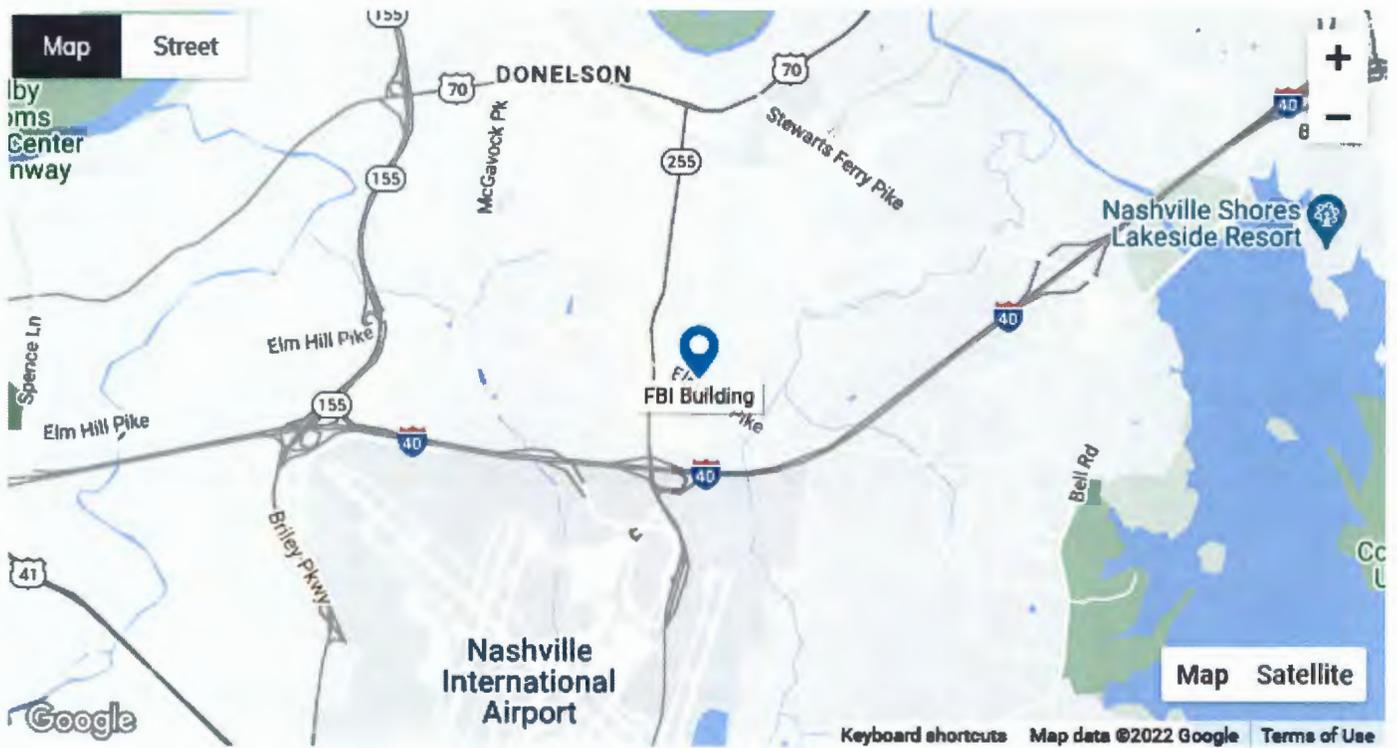
Year Built
2005

Sales

Purchase Date
13 Jan, 2022

Purchase Price


Location



Frequently Asked Questions

What is the total square footage of FBI Building?

FBI Building totals 31,000 square feet.

When was this property built?

FBI Building was built in 2005.

When was FBI Building last sold?

FBI Building was last sold on 13 Jan, 2022.

FBI Building, Nashville, TN 37214 - Office Space

FBI Building is located at 2868 Elm Hill Pike in the Donelson neighborhood, TN, Nashville, 37214. The Class B Office building was completed in 2005 and features a total of 31,000 SF.

Case Summary

3:18-mj-03002 All Defendants USA v. Moreland

Date filed: 02/28/2018

Date of last filing: 03/14/2018

Cason Moreland (1)

Office: Nashville

County: Davidson

Other Court Case: None

Filed: 02/28/2018

Terminated:

Reopened:

Complaint

Citation:

Offense Level: 4

18:1512 Tamper with a witness, victim or informant, 18:1519 Destruction, alteration, or falsification of records in a federal investigation

Defendant Custody Status: Custody This Court

Defendant: Cason **represented** Peter J. Strianse(Designation Retained) **Phone:**(615) 244-2770
Moreland **by** **Fax:** (615) 244-2778

Email: pstrianse@tewlawfirm.com

Plaintiff: USA **represented** Cecil W. VanDevender(Designation
by Assistant US Attorney)

Phone:(615) 401-6595

Fax: (615) 401-6626

Email: cecil.vandevender@usdoj.gov

AO 91 (Rev. 11/11) Criminal Complaint

UNITED STATES DISTRICT COURT

for the

Middle District of Tennessee

United States of America)

v.)

Case No. 3:18mj3002

Cason Moreland)

Defendant(s)

CRIMINAL COMPLAINT

I, the complainant in this case, state that the following is true to the best of my knowledge and belief.

On or about the date(s) of Feb. 1, 2017 to Feb. 14, 2018 in the county of Davidson in the Middle District of Tennessee, the defendant(s) violated:

<i>Code Section</i>	<i>Offense Description</i>
18 U.S.C. 1512	Tampering with a witness, victim, or an informant
18 U.S.C. 1519	Destruction, alteration, or falsification of records in Federal investigations

This criminal complaint is based on these facts:

See the attached Affidavit of FBI Special Agent Mark Shafer.

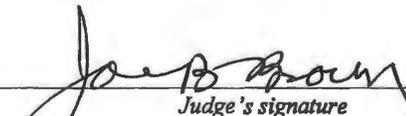
Continued on the attached sheet.


Complainant's signature

FBI Special Agent Mark Shafer
Printed name and title

Sworn to before me and signed in my presence.

Date: 02/28/2018


Judge's signature

City and state: Nashville, TN

Magistrate Judge Joe B. Brown
Printed name and title

STATEMENT IN SUPPORT OF COMPLAINT

I, Mark Shafer, being duly sworn, deposes and states as follows:

1. I am a Special Agent with the Federal Bureau of Investigation (“FBI”) and have been so employed for twenty years. As a Special Agent, I am charged with the responsibility of investigating violations of the laws of the United States Code, including, but not limited to, violations of Title 18, United States Code, Sections 666 (federal programs theft/bribery), 1341, 1343, and 1346 (honest services fraud), 1951 (Hobbs Act extortion under color of official right), as well as Sections 1503, 1510, 1512, 1513, and 1519 (obstruction of justice), and collecting evidence in matters in which the United States is or may be a party of interest. I have received specialized training to perform those official duties and responsibilities. I have been exposed to a variety of investigative techniques and resources, which include, but are not limited to, physical surveillance, electronic surveillance, monitoring court-authorized wiretaps, managing the use of confidential sources (“CS”), consensual monitoring of conversations, the use of vehicle tracking devices, conducting searches of physical locations, and conducting searches of electronic storage media, e.g., computers, cell phones, and other digital storage devices, all of which may be utilized to retain information such as, among other things, documents, e-mails, text messages, pictures, voice notes, contact lists and call logs.

2. I have personally participated in the investigation set forth below. I am familiar with the facts and circumstances of the investigation from discussions with Special Agents and Analysts with the FBI; from my discussions with witnesses involved in the investigation; from my review of recordings made during the course of the investigation; and from my review of other records and reports relating to the investigation. Unless otherwise noted, wherever in this affidavit I assert that a statement was made, the information was provided by an FBI Special Agent or Analyst, or a witness who may have had either direct or hearsay knowledge of that statement and

to whom I or others have spoken or whose reports I have read and reviewed. Such statements are among many statements made by others and are stated in substance and in part unless otherwise indicated. Where statements from recorded calls or meetings are set forth in quotation marks, these quotes represent an attempt at rough transcription based on the recordings, which have not been officially transcribed. This affidavit does not contain all the information known to me regarding this investigation but only what I believe to be sufficient facts for the sole purpose of establishing probable cause for the arrest of Cason (“Casey”) MORELAND. Therefore, I have not set forth each and every fact that I have learned during the course of this investigation. Facts not set forth herein are not being relied upon in reaching my conclusion that an arrest warrant should be issued. Nor do I request that the Court rely on any facts not set forth herein.

3. This affidavit is presented in support of an arrest warrant for Cason (“Casey”) MORELAND, and a complaint charging that, beginning in or about February 2017 and continuing on through at least February 13, 2018, in the Middle District of Tennessee and elsewhere, MORELAND did knowingly obstruct justice through destruction of records, in violation of Title 18, United States Code, Sections 1519 and 2, and attempt to obstruct justice through witness tampering, in violation of Title 18, United States Code, Section 1512(b)(1).

THE FEDERAL CRIMINAL INVESTIGATION INTO MORELAND

Background of the Investigation & Indictment

4. Until on or about April 4, 2017, MORELAND was a Judge on the General Sessions Court of Metropolitan Nashville & Davidson County, Tennessee. MORELAND presided over Division X of the General Sessions Court and heard civil, criminal, and traffic cases. MORELAND had previously served as Presiding Judge of the General Sessions Court and directed the administration of two specialized court programs—the General Sessions Drug Treatment Court

(now known as the General Sessions Recovery Court), and the Cherished H.E.A.R.T.S. program—until his resignation from those positions on or about February 3, 2017.

5. On or about January 25, 2017, the FBI opened a federal criminal investigation into whether MORELAND and others violated federal anti-corruption statutes, including 18 U.S.C. Sections 1341, 1343, and 1346 (honest services fraud); and 18 U.S.C. Section 1951 (Hobbs Act extortion under color of official right).

6. In or about February 2017, a federal grand jury in the Middle District of Tennessee began to investigate whether MORELAND and others had violated federal anti-corruption laws. The grand jury issued its first subpoena in furtherance of the investigation on or about February 15, 2017.

7. The federal criminal investigation initially centered on allegations that MORELAND solicited, accepted, and extorted things of value—including sexual favors, travel, and lodging—from persons with whom he had close personal relationships, in return for performing official acts that benefitted these persons and their associates. As described in greater detail below, the federal criminal investigation also encompasses allegations that MORELAND participated in a scheme to steal, for his own personal use, funds belonging to the Davidson County Drug Court Foundation (the “Drug Court Foundation”),¹ in violation of 18 U.S.C. Section 666.

8. On or about March 28, 2017, I submitted a criminal complaint in the Middle District of Tennessee, stating that MORELAND had violated 18 U.S.C. Sections 1510, 1512, and 1513; on or about April 26, 2017, a federal grand jury in the Middle District of Tennessee returned a five-count indictment, alleging that MORELAND had violated 18 U.S.C. Sections 2, 1510(a), 1512(b)(3), 1512(c)(2), 1513(e), and 1519 by, among other things, attempting to persuade and

¹ The Drug Court Foundation is now known as the Tennessee Recovery Foundation.

bribe a woman with whom he had had a sexual relationship to sign an affidavit containing false statements, and scheming to plant drugs in that woman's car to discredit her. Specifically with respect to the bribe, the indictment alleges that on or about March 11, 2017, MORELAND provided \$5,100 in cash to be used to persuade the woman to sign the affidavit, and that he provided an additional \$1,000 in cash later that same day. The indictment is pending in the Middle District of Tennessee.

MORELAND's Knowledge of the Investigation in February 2017

9. There is probable cause to believe that MORELAND was well aware of the federal investigation in February 2017.

10. On or about February 1, 2017, FBI agents, identifying themselves as such, made contact with MORELAND and attempted to interview him. CS-1, discussed in more detail below, was present and observed FBI agents contacting MORELAND. MORELAND advised the agents to speak to his attorney. MORELAND's attorney then contacted the U.S. Attorney's Office.

11. On or about February 23, 2017, MORELAND's attorney met with the U.S. Attorney's Office to discuss the status of the criminal investigation.

12. On or about February 7, 2017, the local media publicly reported the existence of the federal criminal investigation into MORELAND's conduct. *See* Stacey Barchenger, *FBI Looks Into Allegations Involving Nashville Judge Casey Moreland*, THE TENNESSEAN, Feb. 7, 2017; Ben Hall & Phil Williams, *FBI Investigates Nashville Judge's Relationships*, NEWSCHANNEL 5, Feb. 7, 2017.

**MORELAND’S RELATIONSHIPS WITH
THE DRUG COURT FOUNDATION AND CS-1**

The Drug Treatment Court & the Drug Court Foundation

13. The General Sessions Drug Treatment Court was a program designed to address certain criminal defendants’ substance abuse issues by, among other things, referring them to, and monitoring their participation in, outpatient drug treatment and counseling programs. MORELAND oversaw the Drug Treatment Court before resigning from that position. Numerous others assisted MORELAND as part of a “team” monitoring Drug Treatment Court participants’ progress, including representatives from the local Office of the District Attorney General, the Public Defender’s Office, and treatment providers.

14. The Drug Court Foundation was created in or about 2009 as an independent nonprofit entity organized under 26 U.S.C. Section 501(c)(3). Although it was ostensibly managed by a Board of Directors, of which MORELAND was not a member, MORELAND took an active role in the Drug Court Foundation’s management. Additionally, MORELAND’s judicial assistant (employed in that position by Metropolitan Government of Nashville and Davidson County) was employed by the Drug Court Foundation as its bookkeeper. In that capacity, MORELAND’s judicial assistant controlled the Drug Court Foundation’s checkbook and had authority to write checks on its behalf.

15. In or about 2012, the Drug Court Foundation launched the Court Foundation Center.² The Court Foundation Center was an outpatient treatment facility designed to provide substance abuse counseling services, in the form of group sessions held approximately three times

² The Court Foundation Center is now known as the Tennessee Center for Change.

each week. The day-to-day manager of the Court Foundation Center was CS-1, who conducted various administrative and managerial tasks and personally ran some group counseling sessions.

16. The vast majority of participants in the Court Foundation Center's treatment services were referred there by the General Sessions Drug Treatment Court team, over which MORELAND presided. Costs associated with these participants, including an hourly wage for CS-1 (up to an agreed-upon cap based on the availability of funds), were reimbursed by the Drug Court Foundation.³ Invoices for the Court Foundation Center's costs were routinely submitted to MORELAND's judicial assistant, who would routinely write checks from the Drug Court Foundation in response.

17. In addition to participants referred by the Drug Treatment Court team, the Court Foundation Center treated people who were not before the Drug Treatment Court, such as certain individuals charged with driving under the influence of alcohol who were eligible to participate in an outpatient treatment program in exchange for a reduction in their prison sentences. These individuals, known as "self-pay" clients, were required to pay for their treatment in cash or via money order; self-pay clients were initially charged approximately \$500 for a six-month course of outpatient counseling sessions, although at some point that amount increased to approximately \$750. However, self-pay clients participated in the same group counseling sessions as participants referred from Drug Treatment Court; thus, expenses associated with their treatment such as rent, utilities, and an hourly wage for CS-1 were effectively paid by the Drug Court Foundation.

³ For a period after the Court Foundation Center was created, funding from the Drug Court Foundation was occasionally inadequate to cover the costs associated with all participants, and the Court Foundation Center effectively treated some participants for free.

18. Court Foundation Center staff maintained records of attendance at counseling sessions by all participants (“attendance logs”), as well as records reflecting payments by self-pay clients (“receipts”).

MORELAND’s and CS-1’s Arrangement to Keep Cash⁴

19. Until in or about 2016, with MORELAND’s knowledge and approval, CS-1 kept the cash paid by self-pay clients for herself in addition to billing the Drug Court Foundation for her time. Between the creation of the Court Foundation Center and the end of 2016, the volume of self-pay clients increased, and by early 2016 CS-1 was keeping thousands of dollars in cash each month.

20. In or about spring 2016, CS-1 became uncomfortable with the large quantities of cash she was taking, and she approached MORELAND with her concerns. MORELAND suggested that CS-1 begin bringing him half of the cash she kept each month: he told her to bring half of the cash in an envelope to his personal office in the General Sessions courthouse. CS-1 complied, bringing MORELAND half of the cash from self-pay clients she received each month, typically leaving a plain white envelope containing the cash on MORELAND’s desk while MORELAND himself was not present.

21. Later in 2016, CS-1 returned to MORELAND and again expressed discomfort with the cash she was taking. CS-1 told MORELAND that, instead of keeping cash from self-pay clients, she would prefer to be permitted to submit invoices for all of her hours worked without having to reduce them to a specified limit. MORELAND agreed, telling CS-1 that she could submit invoices for all of her hours worked, and that in exchange CS-1 should begin delivering all

⁴ Unless otherwise indicated, the facts recounted in this section are based on CS-1’s account of events.

of the cash she received from self-pay clients to him. CS-1 began doing so, again typically leaving a plain white envelope containing the cash on MORELAND's desk while MORELAND was absent from his office.

22. CS-1's payments to MORELAND continued until in or about February 2017, as the federal investigation was underway.

MORELAND's Request that CS-1 Store Cash⁵

23. In or about February 2017, CS-1 and MORELAND were both present in the General Sessions courthouse, having participated in a Drug Treatment Court meeting. MORELAND asked CS-1 to meet him in the building's parking garage following the meeting; in the parking garage, he handed her an envelope full of cash, which appeared to CS-1 to be identical to the envelopes full of cash she had routinely brought to MORELAND's office. MORELAND told CS-1 to hold onto the money, and to buy a lockbox in which to store it. On or about February 15, 2017, CS-1 purchased a lockbox (after texting a picture of the lockbox to MORELAND for MORELAND's approval) and kept the cash MORELAND had given her inside the lockbox, which she stored in a filing cabinet at the Court Foundation Center. CS-1 sought and obtained reimbursement for her purchase of the lockbox from MORELAND's judicial assistant.

24. Several weeks later, in or about March 2017, MORELAND contacted CS-1 and asked her to bring him the cash at his sister's house. CS-1 brought him the cash as requested. MORELAND removed the cash from the envelope and counted it in front of CS-1; the total amount of cash in the envelope came to approximately \$6,000, and the denominations of the bills were consistent with the denominations of the bills CS-1 routinely brought to MORELAND's office.

⁵ Unless otherwise indicated, the facts recounted in this section are based on CS-1's account of events.

25. MORELAND told CS-1 that the money would ensure “she told the truth,” or words to that effect. Based on the timing and context of that conversation, I believe it is reasonable to conclude that MORELAND was referring to the bribe payment referred to above in paragraph 8 in connection with a draft affidavit.

**MORELAND’S SCHEME TO DESTROY
COURT FOUNDATION CENTER RECORDS⁶**

26. In or about mid-February 2017, MORELAND and CS-1 discussed the records that the Court Foundation Center maintained. MORELAND suggested that CS-1 destroy all records that would reflect cash paid to the Court Foundation Center: specifically with respect to those records, MORELAND told CS-1 words to the effect of: “Make sure everything is taken care of.” CS-1 believed based on that conversation that MORELAND wanted those records to be inaccessible to law enforcement.

27. On or about March 2, 2017, CS-1 gathered up the Court Foundation Center’s receipts and attendance logs covering the period from approximately 2012 through approximately 2016. CS-1 tore up those records into pieces and deposited the pieces in a dumpster behind the Court Foundation Center building.

28. Following CS-1’s destruction of the Court Foundation Center’s records, MORELAND and CS-1 had another conversation, during which MORELAND asked CS-1 whether “everything was taken care of over there,” or words to that effect. CS-1 informed MORELAND that the records were destroyed, and MORELAND responded approvingly.

29. Following that interaction, CS-1 and MORELAND continued to stay in touch with one another, including on occasion by meeting in person for lunch. These contacts included a

⁶ Unless otherwise indicated, the facts recounted in this section are based on CS-1’s account of events.

lunch meeting between the two of them on or about December 22, 2017, and a series of text messages regarding a potential future lunch meeting between the two of them on or about January 22, 2018.

MORELAND’S RECORDED CONVERSATIONS WITH CS-1 AND HIS ATTEMPT TO INFLUENCE CS-1’S TESTIMONY

30. Beginning on or about January 29, 2018, CS-1 met several times with FBI agents conducting the above-described investigation. CS-1 agreed to meet and consensually record a conversation with MORELAND. At the FBI’s direction, CS-1 arranged to meet with MORELAND for lunch on or about February 9, 2018, by telling him that she wanted to talk about having been approached by federal investigators. CS-1 agreed to tell MORELAND that she had been subpoenaed to testify before a grand jury, and to express concerns that investigators would learn about the cash she had brought MORELAND from the self-pay clients. In addition to that recorded conversation during the lunch meeting, CS-1 consensually recorded a telephone call with MORELAND after their lunch on or about February 9, 2018; exchanged text messages with MORELAND following the telephone call on or about February 9, 2018; consensually recorded a telephone call with MORELAND on or about February 13, 2018; and consensually recorded a telephone call with MORELAND on or about February 14, 2018.

31. On or about February 9, 2018, during their consensually recorded conversation at lunch, CS-1 told MORELAND that she had received a subpoena for the “Wednesday [i.e., February 14, 2018] grand jury.” MORELAND repeatedly pressed CS-1 for details of what the FBI had asked her,⁷ and during the subsequent consensually recorded telephone call he asked her

⁷ In response to one such inquiry, CS-1 told MORELAND that investigators “asked about—they want all the receipts and books and all of that, and the receipt book, of course, is gone, you know, like we talked about last time. But there is an attendance log, and that shows all of the people that—cash people.” MORELAND replied, “Just ‘cause they came don’t mean they paid.”

to call him after she testified before the grand jury. MORELAND further requested that she provide him with a copy of all documents she produced in response to the grand jury subpoena. When CS-1 advised him that the full document production would be voluminous, MORELAND asked that she instead provide him with a list of documents produced.

32. During the lunch meeting on or about February 9, 2018, and in various recorded conversations that followed, CS-1 repeatedly told MORELAND that she was concerned about whether anyone else knew that she had delivered envelopes full of cash to his office. At certain points, MORELAND denied any knowledge of these cash payments. At other points, however, MORELAND responded in ways that indicated he was in fact well aware of them. For example:

- a. On or about February 9, 2018, CS-1 asked MORELAND whether particular named individuals knew about her bringing cash to him in his office. In response, MORELAND assured her that “not a soul” knew, “not even Jackie.” I believe that MORELAND’s reference to “Jackie” was a reference to his wife.
- b. On or about February 9, 2018, CS-1 told MORELAND that she was worried that there would be “cameras or something” that would show her putting envelopes on his desk. In response, MORELAND stated, “I had stuff put on my desk all the time.”
- c. On or about February 14, 2018, CS-1 told MORELAND that she had just testified in front of the grand jury and had “told them about me collecting the cash, about me giving you cash, about the lockbox, about me bringing cash out to your sister’s

CS-1 asked, “But what if they know it? What if they contact those people?” MORELAND responded, “That’s a lot of contacting.”

house. I told them all of it.” After a long pause, MORELAND responded, “All right.”

33. During the lunch meeting on or about February 9, 2018, and in various recorded conversations that followed, CS-1 also repeatedly asked MORELAND what she should do about the fact that she, while acting at his direction, had destroyed the receipt book containing records of the clients who had paid cash. MORELAND’s responses corroborated CS-1’s statements that MORELAND had in fact directed her to destroy the receipt book. For example:

- a. On or about February 9, 2018, CS-1 asked MORELAND what she should say if “they ask me about the receipt book? Where’s the receipt book?” MORELAND responded, “Where is it?” After several seconds during which no intelligible conversation can be heard on the audio recording of their conversation, CS-1 stated, “Yes, it’s gone. Just like we talked about.” MORELAND stated, “If it’s gone, it’s gone.” CS-1 then asked, “But what are they gonna say? What are they gonna say about why it’s gone? ‘Well, [CS-1], where are these receipt books?’” MORELAND told CS-1: “Well, just say, look, for the longest time you didn’t write receipts. Very few paid. Most people had grants and stuff like that. All that money went to the Foundation.”
- b. On or about February 9, 2018, CS-1 told MORELAND that the FBI had spoken to her about “all the records I need to bring” to grand jury. CS-1 added, “And of course there’s going to be the glaring hole about the receipt book. And that, you know, was destroyed last year. What am I going to say about that?” MORELAND responded, “Well, if it’s lost, it’s lost. If it’s gone, it’s gone. Ain’t the only thing

to have gone missing down there. I mean, we don't deal with the most honest people in the world to begin with."

- c. On or about February 9, 2018, CS-1 again told MORELAND that the FBI "want[s] receipt books, I don't have those." MORELAND responded, "You got some now, though, don't you?" CS-1 acknowledged that she did have new receipts books, but that they only went back to 2017. CS-1 again predicted that she would be asked "what happened to the ones before then?" MORELAND asked her what she would say if asked, and CS-1 responded, "I can't say, well, I destroyed them, because [unintelligible] I was giving money." MORELAND laughed in response, and added, "Well, if they're gone, they're gone. They're gone."
- d. On or about February 14, 2018, CS-1 also advised MORELAND that, during her grand jury testimony, she had "told them about you talking to me about tearing up the receipt book. They know all of it now. I couldn't lie." After a long pause, MORELAND responded, "All right."

34. Throughout the conversations between on or about February 9 and on or about February 13, 2018, MORELAND repeatedly suggested various false cover stories that CS-1 could provide to the grand jury to explain what happened to the cash that CS-1 was collecting at the Center, and the receipt books documenting that collection. For example:

- a. During the lunchtime conversation on or about February 9, 2018, MORELAND suggested to CS-1 at various points: that many attendees never paid anything; that CS-1 "bought stuff with that cash"; that CS-1 "bought chairs" and "other things" such as "meals for parties and stuff like that"; and that employees at the Center and attendees in the program may have stolen the cash, stating, "Money's been taken

out of drawers down there. And there's cash, there's been cash come up missing. . . . I mean, we are dealing with criminals.”

- b. In an exchange of text messages on or about February 9, 2018, MORELAND asked CS-1, “Didn’t the foundation spend a lot of cash on that family whose house burnt?” CS-1 replied, “Sort of remember that. Why?” MORELAND responded, “Where some of the cash may have went along with helping clients here and there[.]” CS-1 asked, “Is that what I should say?” MORELAND replied, “Just saying the foundation used the money to help clients, cash and checks[.]” CS-1 responded, “Anytime we helped clients it was. With a check. I’m worried about the undocumented cash.” MORELAND replied, “We gave cash at times ! I know I dug into my pocket many times[.]” CS-1 responded, “Digging in your pocket doesn’t help explain where the foundation cash is.” MORELAND reiterated, “I’m just saying we gave out cash here and there many times[.]”
- c. During the consensually recorded conversation on or about February 13, 2018, MORELAND told CS-1, “I can’t believe you didn’t recall that guy whose house burnt!” CS-1 replied, “I mean, that was, that was, like, three years ago. Or way in the past.” MORELAND responded, “Well, but I mean, I’m just using that as an example of times that we probably would’ve used cash. Took ‘em on a Walmart spree, things like that. Christmas parties. Thanksgiving.”
- d. During the lunch meeting on or about February 9, 2018, MORELAND also suggested to CS-1 that she should tell the grand jury that any receipt books prior to 2017 were simply unavailable, repeatedly stating, “If they’re gone, they’re gone,”

or similar words to that effect. MORELAND further explained to CS-1 that “shoddy bookkeeping” is “not a crime.”

35. During the lunch meeting on or about February 9, 2018, MORELAND also asked CS-1 to tell the grand jury that he had no involvement with the Center and did not know about any cash. MORELAND stated, “I don’t even know about money. And you can tell ‘em that, if you don’t mind. That I never had anything to do with any money, because I didn’t.” MORELAND subsequently reiterated, “I’d appreciate it if you tell ‘em I never had anything to do with that place down there. And y’all wouldn’t—.” CS-1 interrupted to ask, “What, the Center?” MORELAND replied, “Uh-huh.”

36. During the lunch meeting on or about February 9, 2018, MORELAND twice assured CS-1 that she could only get in trouble with investigators if she gave them information. At one point, CS-1 told MORELAND, “I’m just, cannot—and plus, you know, I know the Foundation, if this comes out, my life’s gonna be destroyed.” MORELAND replied, “There’s no way it’ll come out. Unless you say something.” Later during the lunch meeting, CS-1 told MORELAND, “I’m just so scared.” MORELAND replied, “They’re not after you.” CS-1 responded, “They can get after me though.” MORELAND told CS-1, “Only if you let ‘em.”

CONCLUSION

37. The numerous explanations and rationalizations that MORELAND proposed in the above paragraphs to account for missing cash—including the claim that MORELAND had no knowledge of the cash, the claim that receipts were never kept for some participants, the claim that CS-1 did not handle cash for some time, the claim that cash was used to buy office supplies or meals, the claim that cash was used as petty cash, the claim that cash and the receipt book were likely stolen, the claim that bookkeeping was generally shoddy, and the claim that cash was

frequently used to help clients—are all inconsistent with CS-1’s recollection. Based on the above-described conversations between MORELAND and CS-1, as well as CS-1’s description of her independent recollection of keeping cash from self-pay clients and delivering that cash to MORELAND, I believe there is probable cause to believe that MORELAND attempted to obstruct justice through witness tampering, in violation of Title 18, United States Code, Section 1512(b)(1).

38. Likewise, based on CS-1’s independent recollection about the destruction of Court Foundation Center records, as well as my review of the consensually recorded conversations between CS-1 and MORELAND—including MORELAND’s repeated acknowledgement that records from the Court Foundation Center were gone, and his reaction when told that CS-1 had told the grand jury that she had destroyed the records at his direction—I believe there is probable cause to believe that MORELAND knowingly directed the destruction of records in a Federal investigation, in violation of Title 18, United States Code, Sections 1519 and 2.

39. Based upon my training and experience, and the totality of the facts described above, I believe there is probable cause to believe that, beginning not later than February 1, 2017, continuing on through at least February 13, 2018, in the Middle District of Tennessee and elsewhere, MORELAND did knowingly obstruct justice through destruction of records, in violation of Title 18, United States Code, Sections 1519 and 2, and attempt to obstruct justice through witness tampering, in violation of Title 18, United States Code, Section 1512(b)(1).

JB

8/29/2019	9:17 AM	HUSBAND'S RESPONSE AND COUNTERMOTION TO WIFE'S MOTION FOR VIOLATION OF THE EX PARTE ORDER OF PROTECTION AND FOR DATE CERTAIN FOR WALK THROUGH OF HOUSE AND MOTION FOR SCHEDULING ORDER	63-PAGES (Primary) TR. v1 (page 119) through TR.v2 (page 181) v1: 124 through v2: 32	TR. v1-v3 (p119 - 380)	v1: 124-155 v2: 2-151 v3: 2-80	Court started at 9am... texted M stayed up several nights in a row p Exhibit-B, had to run out the door minutes AFTER court started, then where I handed Virginia Story Copi copies of my signed and stamped r
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JEFF FENTON

17195 Silver Parkway # 150
Fenton, MI 48430-3426

Phone: (615) 837-1300

"ORDER OF PROTECTION" AS AN ILLEGAL "PRIOR RESTRAINT"

U.S. BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF TENNESSEE

WILLIAMSON COUNTY CHANCERY COURT AT FRANKLIN, TENNESSEE

BK: #3:19-BK-02693 | TN: #M2019-02059-COA-R3-CV | WILCO: #48419B

APPENDIX-15

THE FRAUDULENT DEFAULT 6-YEAR "ORDER OF PROTECTION" to violently BIND, RESTRAIN, and SILENCE me, while they carelessly TOOK everything, which I loved most in my life 1

2020-09-24 RETALIATION: "ORDER OF PROTECTION" 5-YEAR EXTENTION (out of jurisdiction, without motion, notice, or hearing) 1

My Raccoon Buddy: Kind Communications with my ex-wife, just 3-DAYS before their Secret Bankruptcy SCAM; Orchestrated by Story/Binkley/Ausbrooks/Etc... 7

Ex-wife's UNSIGNED Personal Statement about her "fear for (her) safety", included with her "Petition for an Order of Protection" at R.v1(pages 15-16) 8

Federal Rules of Civil Procedure - RULE 11 (Personal Statements with NO SIGNATURE are TRASH!) 10

EMERGENCY: I CAN NOT WORK FROM HOME WITH FRAUDULENT "ORDER OF PROTECTION" (Can't work outside the home because of my mother's immunity disorder!) 12

A 30-Page Letter I wrote to my ex-wife on 2/9/2005, before we even got married. Proving I've always been "long-winded", she knew that before marriage, and there certainly is no "Crime" or "Abuse" in exercising my 1st Amendment Right (even if I exercise it more than most) 13

PLEASE STRIKE & EXPUNGE THE "DEFAULT ORDER OF PROTECTION" & 5-Year Extension thereafter, without notice. This is no more than an illegal "Prior Restraint", which Judge Binkley is becoming famous for, due to his fear of public exposure of his misconduct, including the criminal activities of he and his friends 15

CONSTITUTION ANNOTATED: Amdt5.4.4.2.1 Deprivations of Liberty 16

My Ex-wife is a Highly-Trained FIREARMS EXPERT! She is a Tennessee and NRA Licensed Handgun Instructor, with daily carry of a Glock .40 Caliber handgun and Pepper Spray. She is also certified by the NRA to teach their "Refuse to be a Victim" program, emphasizing situational awareness, basic self-defense, and the defensive deployment of Pepper Spray. She has trained with both the Mt. Juliet and the Davidson County Police Departments. She has an extensive arsenal, with two fully-loaded military grade assault rifles, an FN FAL & an AR-15, both with extensive desert training as a "Family First"

Lifetime Member, at Frontsight Firearms Training Institute, in Pahrump, Nevada. She owns approximately a half-dozen handguns, and last I knew, had about 17

Ex-wife's "Self-Defense Handgun Instructor" Resume (Training superior to that received by most Law Enforcement Officers) 18

Ex-wife's AR-15 with Combat Harness, Collapsible Stock, and High-End VCOG Optic 20

Ex-wife graduated from the Davidson Co. Citizen's Police Academy (Photo with Major Dean) 21

Ex-wife's FN-FAL 7.62 x 51mm NATO, Assault Rifle, Modified. Her same high-end VCOG Optic mounts on both of her Rifles. (This is a BIG GUN) 22

Ex-wife's AMMO Inventory (over 5,000 rounds) 23

Ex-wife's ammo cans, when she moved-out of our Marital Residence (5,000 Rounds Inventoried) 25

Front-Sight Firearms Institute in Pahrump Nevada (Where Ex-wife and her brother have Legacy "First Family" Lifetime Memberships) 26

Ex-wife Training with her FN-FAL Assault Rifle at Front Sight Firearms Institute 27

Ex-wife Training with her AR-15 Assault Rifle at Front Sight Firearms Institute (Iron Sights before we purchased the VCOG Scope for her.) 28

Ex-wife and her brother "Mark" (a Marine Veteran who introduced her to shooting, after her first divorce), at Front Sight Firearms Institute in Nevada 29

Ex-wife taking a "Defensive Handgun" class, with her .40 Caliber Glock, at Front Sight Firearms Institute in Nevada 30

Ex-wife's State Certified HANDGUN INSTRUCTOR Instructor Certificate (Tennessee) 31

Ex-wife working at Front Sight Firearms Training Institute as a "Line Coach" for their "Defensive Handgun" program. Shown with her brother (Mark), and their Father (Eddie). Shooting is a family affair! 32

Ex-wife's Glock Model 23, .40 Caliber Pistol (her daily carry handgun) 33

Ex-wife's NRA Certified "Pistol Instructor" Credentials 34

Ex-wife's Glock Model 17, 9mm Training Pistol (she uses when training new shooters) 35

Ex-wife's National Rifle Association - Life Membership Certificate 36

Ex-wife's Ruger SP101 .357/.38 Caliber Stainless Steel Revolver 37

2018-04-22 Ex-wife Abandoned our Marital Residence with a completely unnecessary 4-

Deputy Escort. Her first attempt to falsely justify an "Order of Protection" (for purely a strategic advantage in court) with her first Attorney, W. Edward Porter IV. Fortunately Mr. Porter refused, saying it was unethical since we had no history, priors, domestics, nor physical threats of any sort. This was over a year before Attorney Story & Judge Binkley got involved. 38

Ex-wife's "Dog-Walking-Gun", a North America Arms .22 Magnum Minature Revolver (small enough to wear as a necklace, put in a wallet, or carry in your pocket without detection) 39

WIFE DESIGNED CUSTOM No Trespassing Signs - Using CAD and Microstation at her Work 40

Invoice for Custom No Trespassing Signs (The Sign Center) 40

PROOF: Custom No Trespassing Sign 41

INSTALLED: Custom No Trespassing Signs at Sunnyside 42

2017-07-23 Deer Graphics for Sign Selected by Wife 43

 2017-07-23 Wife Emails Links to Purchase Deer Graphic she Likes 44

 2017-08-02 Wife Emails Sign Legal Citations 45

2017-08-02 Wife Emails FINAL Sign Template 47

 2017-07-31 Wife Designed 35.25" x 18" Sign Template 48

2017-07-31 Wife Emails CAD Master Files 49

 2017-08-02 Wife Designed 36.5" x 18.5" Sign Template 50

2017-07-28 Wife: Wee.... AutoCAD Finally Came Up! (Wife sends CAD and Microstation Masters to Keep) 51

 Wife Designed 36" x 18" Sign Template 52

2017-07-26 Wife Corresponded with Zach Geiser the Mid-Atlantic A&E Business Development Manager at Hikvision (Researching Our Surveillance Cameras) 53

TN Supreme majority: Police can ignore 'notrespassing' signs (Humphrey on the Hill) 56

STATE OF TENNESSEE V. JAMES ROBERT CHRISTENSEN, JR. (Sharon G. Lee) 58

2020-09-11 COA: Motion for Extention and Counsel (Informed Court about Foul-Play by Binkley & Story during 8/29/2019 Hearing - Asked Court to Compare 8/1 & 8/29 Transcripts, while Fact Checking Claims of LAW, and Consistency with the Record (COA: No Response about Foul-Play) 66

 2020-09-15 COA ORDER: Denied Counsel (30-Day Extention Granted) 69

The "ORDER of PROTECTION" was purely a TOOL to help BIND, SILENCE, and

DISCARD me 70

No one shall be subjected to torture or cruel, inhuman, degrading treatment or punishment 70

Change.org: Petition by a Tennessee lady to, "Stop False Allegations to get Order of Protections in Tennessee (commonly referred to as "the Nuclear Bomb of Divorce Litigation") and Hold False Accusers Accountable" 71

Tenn. Code § 39-16-403 (Official Oppression) Using an Illegal, Unjustified, Unheard, Out of Jurisdiction, "Order of Protection", based upon a highly Fraudulent Affidavit the JUDGE ordered the Counsel to write 74

18 U.S.C. § 1951 (Hobbs Act) EXTORTION UNDER COLOR OF OFFICIAL RIGHT 75

42 U.S.C. § 12202 NO State Immunity for ADA Violations, §12203 Prohibition Against Retaliation and Coercion, Interference, Coercion, or Intimidation 76



PRIOR-RESTRAINT WITHOUT MOTION, NOTICE OR HEARING

Order of Protection

- Amended Order
- Petitioner is under 18

Case # (the clerk fills this in):
 48419B
 2020 SEP 24 AM 10:09
 FILED FOR ENTRY 9-24-20

In the Chancery Court of Williamson County, TN

Petitioner (person needing protection)

Fawn Tiffany Fenton
first middle last

Petitioner's Children under 18 Protected by this Order:

- | | |
|---------------------------------------|---------------------------------------|
| Name, Age, Relationship to Respondent | Name, Age, Relationship to Respondent |
| 1. _____ | 3. _____ |
| 2. _____ | 4. _____ |

Respondent's Information (person you want to be protected from):

Jeffrey Ryan Fenton 10/5/69
first middle last date of birth (MM/DD/YYYY)
[Redacted] Mi [Redacted]
street address city state zip

Respondent's Employer: None
Employer's name Employer's phone #

Describe Respondent:

Sex	Race	Hair	Eyes	Height - Weight - SSN - Other																
<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input checked="" type="checkbox"/> White <input type="checkbox"/> Asian <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Other: _____	<input checked="" type="checkbox"/> Black <input type="checkbox"/> Grey <input type="checkbox"/> Blond <input type="checkbox"/> Bald <input type="checkbox"/> Brown <input type="checkbox"/> Other: _____	<input checked="" type="checkbox"/> Brown <input type="checkbox"/> Hazel <input type="checkbox"/> Blue <input type="checkbox"/> Green <input type="checkbox"/> Grey <input type="checkbox"/> Other: _____	<table border="1"> <tr> <td>Height</td> <td><u>5.9</u></td> <td>Weight</td> <td><u>240</u></td> </tr> <tr> <td>Social Sec. # (If known)</td> <td colspan="3">(Provided to Clerk's office if known) Do not list it here. XXXXX</td> </tr> <tr> <td>Scars/Special Features</td> <td colspan="3">[Redacted]</td> </tr> <tr> <td>Phone Number</td> <td colspan="3">[Redacted]</td> </tr> </table>	Height	<u>5.9</u>	Weight	<u>240</u>	Social Sec. # (If known)	(Provided to Clerk's office if known) Do not list it here. XXXXX			Scars/Special Features	[Redacted]			Phone Number	[Redacted]		
Height	<u>5.9</u>	Weight	<u>240</u>																	
Social Sec. # (If known)	(Provided to Clerk's office if known) Do not list it here. XXXXX																			
Scars/Special Features	[Redacted]																			
Phone Number	[Redacted]																			

Petitioner's relationship to the Respondent (Check all that apply):

- We are married or used to be married.
- We live together or used to live together.
- We have a child together.
- We are dating, used to date, or have had sex.
- We are relatives, related by adoption, or are/were in-laws. (Specify): _____
- We are the children of a person whose relationship is described above (Specify): _____
- The Respondent has stalked me.
- The Respondent has sexually assaulted me.
- Other: _____

This is a Court Order.

Findings About Abuse:

1. The Court has jurisdiction over the parties and this case. The Respondent was given reasonable notice of the hearing and an opportunity to be heard.

Warning!

- Weapon involved
- Has or owns a weapon



2. Based on the information in the *Petition*, and the hearing held, the court finds that the Respondent:

- Did the things listed in the *Petition* and the court adopts these as facts and incorporates them by reference, AND/OR
- Did the following things:

AND there is credible evidence that Respondent is a threat to the safety of the Petitioner and Petitioner's Minor Children.

3. Respondent has specifically: (check all that apply):

- Abused/Threatened to Abuse
 - Sexually Assaulted
 - Stalked
- the Petitioner AND

FALSE: I NEVER ABUSED OR STALKED MY EX-WIFE! THIS IS ADA RETALIATION & INTERFERENCE WITH HOBBS ACT EXTORTION OF MY SILENCE ABOUT THE MISCONDUCT AND CRIMES COMMITTED BY THE COURT & COUNSEL!

Findings about the minor children of the parties: (check one):

- The Court has jurisdiction over custody for the child(ren) of the parties because his/her/their home state is Tennessee.
- The Court has temporary emergency jurisdiction over custody for the children of the parties listed above because they are in Tennessee now, and they (or the Petitioner) were at risk. (If another state has jurisdiction over child custody under UCCJEA, this Court's temporary jurisdiction will end on _____ or when the other state's Court makes an order.)

Findings About Firearms:

The Respondent (check all that apply):

- Has no firearms
- Has firearms that he/she must give to someone else who is allowed to have them (TCA § 36-3-625).
- Has firearms that are registered under the National Firearms Act and must be either transferred to a responsible third party, or locked in a safe or other secure container to which the Respondent does not have access. A state or federal agency must give its approval before the firearms are turned in.
- Has a federal firearms license (FFL) or is a responsible party under an FFL, and has firearms under that FFL that qualify as business inventory, and (check one):
 - There is no responsible party listed on the FFL other than the Respondent in this case. The Respondent must turn in or transfer all firearms inventory under his/her control to a separate FFL holder who is legally allowed to have firearms.
 - There is another responsible party listed on the FFL other than the Respondent in this case. This Order does not require the Respondent to turn in or transfer the firearms inventory.

This is a Court Order.

PERSPECTIVE: FOR THOSE UNFAMILIAR WITH THIS CASE, THIS WAS A "DIVORCE" WITH NO CHILDREN. JUDGE MICHAEL W. BINKLEY AND HIS UNDISCLOSED "CLOSE FAMILY FRIEND", ATTORNEY VIRGINIA LEE STORY, ONLY SPENT TWO 30-MINUTE "HEARINGS" TO FORCEFULLY STEAL MY BRENTWOOD HOME (WORTH \$900K CURRENTLY, WITH MORTGAGES OF ONLY \$300K), WITHOUT A PENNY TO MYSELF OR MY EX-WIFE. WHILE THERE WERE NO ARRESTS, NO ASSAULTS, NO DOMESTICS, NO PHYSICAL THREATS, NO STALKING, NO SUPPORTING HISTORY, NO REASONABLE THREAT OF DANGER OF ANY SORT, WHILE THE OPPOSING PARTY IS THE ONE WHO COMMITTED MULTIPLE GROSS FELONIES AGAINST ME, WITH THE CRIMINAL GUIDANCE AND ASSISTANCE OF AT LEAST TWO JUDGES, AND A HALF-DOZEN ATTORNEYS, WITH AT LEAST AS MANY COMPROMISED AND CORRUPT POWERFUL MEMBERS OF THE COURT WHO HAVE HELPED TO COVER-THIS-UP, AND DENY ME ANY ASSISTANCE SINCE. KNOWING THAT I CAN'T EVEN WORK TO SUPPORT MYSELF TO SIMPLY TRY TO SURVIVE, IN THE CONDITION WHICH THE STATE OF TENNESSEE LITERALLY DISCARDED ME IN!

The Court orders Respondent to:

- Obey all orders on this form.
- Not abuse or threaten to abuse Petitioner or Petitioner's minor children.
- Not stalk or threaten to stalk Petitioner or Petitioner's minor children.

Other Orders to the Respondent (Check all that apply):

- No Contact**
You must not come about the Petitioner (including coming by or to a shared residence) for any purpose and must not contact Petitioner AND Petitioner's children, either directly or indirectly, by phone, email, messages, text messages, mail or any other type of communication or contact.
- Stay Away**
You must stay away from the Petitioner's home Petitioner's workplace Children's home and workplace.
- Personal Conduct –**
 - You must not cause intentional damage to the Petitioner's (or Petitioner's children's) property or interfere with the utilities at their home(s).
 - You must not hurt or threaten to hurt any animals owned or kept by the Petitioner/Petitioner's children.
- Counseling/Substance Abuse Programs**
You must go to the following program(s) and give the court proof that you have gone, participated and have made progress in this program (contact information): _____

My ex-wife wanted this fraudulent "Order of Protection" to help her gain possession of our HOME, and to have me forcefully REMOVED from it, so that she could LIQUIDATE it and DISBURSE the funds without a single penny to ME.

That was the PERFECT CRIME that Attorney Virginia Lee Story orchestrated and led her through, and my ex-wife got away with it. I completely forgave my ex-wife four-years ago, because I know what a desperate and vulnerable place she was in emotionally and physically, at that time. Rather than providing an ethical guiding hand to my ex-wife, through one of the toughest seasons of her life, Attorney Virginia Lee Story and a several of her "friends" instead exploited my ex-wife's desperation and vulnerability to steal the sum wealth of BOTH of our lives.

This "Order of Protection" isn't to protect my Ex-wife as it states (it endangers my ex-wife with potential Federal criminal charges, because of my need to constantly seek Federal assistance to get FREE.) This fraudulent "Order of Protection" is SOLELY to protect Judge Michael W. Binkley & Attorney Virginia Lee Story from being EXPOSED IN THE MEDIA for their crimes against me and my family!

This is a Court Order.

- Child Support** \$ ____/ each _____ (month/week, etc) beginning _____ (date).
 - This is the guideline amount. See the attached DHS *Child Support Worksheet*.
 - This is **not** the guideline amount and is a deviation from the guideline amount. The Court has considered the best interest of each child in this case, and finds that guideline support would be unjust or inappropriate in this case.
 - Other: _____

Payment method:

- Pay the Petitioner directly by the _____ day of each month. (the court finds that this does not endanger the Petitioner or the Petitioner's minor children and it is not a violation to send payment only with no notes or comments to the Petitioner)
- Take payment to this Court Clerk's Office. You will also have to pay a clerk fee of ____% on

Since "they" KNOW that in the past, I have very successfully exposed professional negligence and fraud against our family on the Internet, they also know that EXPOSING the TRUTH on the Internet is the ONLY "threat" that I am to anybody! But that specific threat happens to be their greatest fear!

By labeling my Ex-wife a "victim" of domestic abuse (which is untried, unheard, and false), by Fraudulent "DEFAULT" Judgments, there are strict laws protecting "victims" from having their court documents published online. (These same documents could easily expose this entire RICO scam!)

On 3/21/2021 the KnoxNews ran a story with a video clip of Judge Michael W. Binkley chastising and threatening attorneys, the press, and the people, stating, "What people are doing to judges, making up stuff, putting it in the media when it's totally false..." Further stating, "If your client is part of that kind of stuff, turn them in. Don't be part of the problem... don't be a chicken, because that's all it is... you're part of the problem if you don't do something about it." Indicating that there would be pre-emptive consequences for those who might speak-up.

That is EXACTLY what this outrageous, out of jurisdiction, bad-faith, untried, unheard, "DEFAULT" Order of Protection is, without MOTION or NOTICE where I could even ATTEMPT to DEFEND myself. While this was allegedly for LONG but NON-THREATENING emails and text messages, which Attorney Story decided that my Ex-wife is no longer CONSENSUAL to receiving, the day after I learned about the AMBUSH the Chancery and Bankruptcy Courts had conspired together against me.

Judge Michael W. Binkley and Attorney Virginia Lee Story are literally using my Ex-wife as a HUMAN SHIELD, to protect THEMSELVES from being exposed for an absurd amount of Attorney and Judicial Misconduct, including their roles in Bankruptcy Fraud, Deprivation of Rights and Property under Color of Law, Hobb's Act Extortion, ADA Coercion, Retaliation, Interference, Official Oppression, Etc!

All which I reported to the Court of Appeals as I cried-out for HELP, but instead they helped Binkley and Story to COVER-IT-UP, and denied me any assistance! This has unfortunately been the position of EVERY SINGLE DIVISION of the Tennessee Courts and Supervisory Boards, to date.

Orders to the Respondent about Firearms:

- You must not have, or attempt to have, receive or attempt to receive or in any other way get any firearm while this or any later protective order is in effect.

This is a Court Order.

07/01/19
Form #OP2018-7

Order of Protection

page 4 OF 6

- You must transfer all firearms in your possession within 48 hours to any person who is legally allowed to have them.
- You must fill out and file a *Firearms Declaration* within 1 business day of transferring your firearms. You may take more than 1 business day to file this form **only** if the Court gave you a later deadline. (You can get the *Firearms Declaration* form from the Court Clerk's Office or at www.tncourts.gov.)
- If a state or federal agency approves it, your weapons that are registered under the National Firearms Act must be either transferred to a responsible third party, or placed in a locked safe or other secure container to which you do not have access.
- If your *Firearms Declaration* shows that you have a federal firearms license (FFL), and that you are the **only** responsible party listed on that FFL, you must transfer all firearms inventory under your control to a separate FFL holder or another responsible party.

Costs, fees and litigation taxes

THIS FRAUDULENT "ORDER OF PROTECTION" IS THE ONLY WAY WHICH A CORRUPT JUDGE COULD KEEP A NOOSE AROUND MY NECK FROM 600-MILES AWAY, WITHOUT DUE PROCESS! THREATENING MY LIFE, MY SAFETY, AND MY FREEDOM FOR AN OUTRAGEOUS SIX-YEARS. WHERE I CAN BE ARRESTED WITHOUT WARRANT OR NOTICE 24/7/365, ANYWHERE WITHIN THE UNITED STATES OF AMERICA. REQUIRING LESS FOUL-PLAY THAN I HAVE ALREADY EXPERIENCED BY JUDGE MICHAEL W. BINKLEY AND ATTORNEY STORY. ALL WITHOUT HEARING, MOTION, OR NOTICE! ABSURD, INHUMANE, ADA INTERFERENCE AND UNCONSTITUTIONAL RETALIATION & EXTORTION!

THIS IS THE EQUIVALENT OF JUDGE MICHAEL W. BINKLEY HOLDING A GUN UP TO MY HEAD, AND WHISPERING INTO MY EAR, "GO AHEAD, TELL ON ME!" I DEMAND A FULL CRIMINAL INVESTIGATION!

THIS ORDER TAKES EFFECT IMMEDIATELY UPON SIGNING.

This Order starts today, (date): 9-24-20 This Order ends (date): 9-24-2025

In 1 year. (The Petitioner may ask to extend the Order) In 5 years (1st violation of current PO)

In 10 years (2nd or more violation of current PO)

Date: 9/24/20 Time: 10:08 a.m. p.m.

Signature of Judge or Chancellor: [Signature]

<p>Certificate of Service – Respondent (check one):</p> <p><input type="checkbox"/> Signed by Respondent: _____</p> <p><input type="checkbox"/> Signed by Respondent's counsel: _____</p> <p><input type="checkbox"/> Hand delivered to Respondent.</p> <p><input type="checkbox"/> Hand delivered to Respondent's counsel.</p> <p><input checked="" type="checkbox"/> U.S. mail, prepaid postage to Respondent's last known address</p> <p><input type="checkbox"/> U.S. mail, prepaid postage to Respondent's counsel's last known address</p> <p><input type="checkbox"/> Reasonable attempts to find the Respondent's address were made, but there is no known address at this time.</p> <p>Signature of Server: <u>Debra Stevens</u></p> <p>Server's title (check one): <input type="checkbox"/> Clerk <input checked="" type="checkbox"/> Deputy Clerk <u>9-24-20</u></p> <p><input type="checkbox"/> Authorized Officer <input type="checkbox"/> Attorney</p> <p>Service was made on: Date: _____ Time: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.</p>	<p>Certificate of Service – Petitioner (check one):</p> <p><input type="checkbox"/> Signed by Petitioner: _____</p> <p><input type="checkbox"/> Signed by Petitioner's counsel: _____</p> <p><input checked="" type="checkbox"/> Hand delivered to Petitioner.</p> <p><input type="checkbox"/> Hand delivered to Petitioner's counsel.</p> <p><input type="checkbox"/> U.S. mail, prepaid postage to Petitioner's last known address.</p> <p><input type="checkbox"/> U.S. mail, prepaid postage to Petitioner's counsel's last known address.</p> <p><input type="checkbox"/> Reasonable attempts to find the Petitioner's address were made, but there is no known address at this time.</p> <p>Signature of Server: <u>Debra Stevens</u></p> <p>Server's title (check one): <input type="checkbox"/> Clerk <input checked="" type="checkbox"/> Deputy Clerk</p> <p><input type="checkbox"/> Authorized Officer <input type="checkbox"/> Attorney</p> <p>Service was made on: Date: <u>9-24-20</u> Time: <u>10:08</u> <input checked="" type="checkbox"/> a.m. <input type="checkbox"/> p.m.</p>
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The Clerk certifies a copy of this Order was forwarded to 911, local law enforcement, and any court in which the respondent and petitioner are parties to an action.

This is a Court Order.

Warnings to Respondent:

This Order is valid everywhere in the U.S.

If you travel to another state, territory or tribal land, with the intention of disobeying this Order, you can be charged with a federal crime. The courts of any U.S. state, the District of Columbia, all tribal lands, and U.S. territories, must enforce this Order, even if the Order is not registered. (18 U.S.C. §§ 2262, 2265)

No Guns, Firearms

You must not have any firearm while this Order is in effect. You cannot own, possess, have, buy or try to buy, receive or try to receive, or in any other way get any firearm or ammunition.

You must legally transfer, sell, or turn in any firearm that you have within 48 hours. Transfers are only legal if the person you transfer to is allowed to have firearms. You may get your firearms back when the Order of protection ends.

You will face separate charges if you disobey this Order

You may face separate, criminal contempt charges and/or civil penalties if:

- You disobey this Order on purpose (TCA § 36-3-610).
The penalty for each violation is up to 10 days in jail and a \$10 or \$50 fine (TCA § 29-9-103).
- You may also have to pay a civil penalty of up to \$50 for each violation (TCA § 36-3-610).

You may face separate, Class A misdemeanor charges if:

- You violate this Order (Public Chapter No. 422, effective July 1, 2019).
A violation is punishable by up to 11 months and 29 days in jail and a fine of not less than \$100 nor more than \$2500 for each violation.
- You do not transfer your firearm(s) legally by the deadline (TCA § 36-3-625).
- You have a firearm while the Order is in effect (TCA § 39-13-113(h)(1)).
The penalty for each violation is up to 11 months and 29 days in jail and a fine of up to \$2,500 (TCA § 40-35-111(e)(1)). There may be other charges if domestic violence is involved.
- You do not transfer, sell, or turn in any firearm. You may face Class A misdemeanor charges and you may also be charged with a federal crime. (TCA §§ 39-13-113(h)(1), 39-17-1307; 18 U.S.C. § 922(g)(8)).

You may face separate, Class C felony charges if:

- You hurt or try to hurt anyone while this Order, probation, or diversion is in effect; you may face charges for aggravated assault (TCA §§ 36-3-610, 39-13-102(c)).
The penalty for each violation is not less than 3 years nor more than 15 years and a fine of up to \$10,000 (TCA § 40-35-111(b)(3)).

Only the Court can change this Order:

Neither you nor the Petitioner can agree to change this Order. Even if the Petitioner attempts to contact you or agrees to have contact with you, you must obey this Order. If you do not, you can be jailed for up to 11 months and 29 days and fined up to \$2,500.

To the Petitioner:
You may ask any government agency or utility provider to keep private any information that could be used to locate you, such as addresses, phone numbers, and/or social security number. To do so, give a copy of this Protective Order to the Records Department of the agency or utility. (TCA § 10-7-504(a)(15-16))

This is a Court Order.



Then "THEY" later converted the "Ex Parte" into a FULL "ORDER OF PROTECTION", though still posing absolutely NO threat to WIFE! Carelessly destroying my ability to pass preemployment background checks, while needing a JOB more than ever, to simply SURVIVE their CRUEL and INHUMANE ORDERS!

All via a FRAUDULENT AFFIDAVIT and "DEFAULT JUDGMENTS", while DEPRIVING me of ALL RIGHTS to participate in MY HEARINGS!

Further followed by an outrageous, crippling, FIVE-YEAR EXTENSION, without even mailing me a NOTICE or a MOTION! (Still to DATE!)

There is NOTHING "LEGAL" about this! It is ALL about POWER, BIAS, DISCRIMINATION, COLLUSION, CONTROL, DOMINANCE & ABUSE!

I thought that "Lady Justice" held SCALES while wearing a BLINDFOLD?

Apparently not in Williamson County Tennessee!

I LOVED MIDDLE TENNESSEE!
I was a hard working, honest, tax paying resident for 25-YEARS! Until the day that I first met Judge Michael W. Binkley and his close personal friend, Attorney Virginia Lee Story!

Regretfully now, I hope to NEVER step on Tennessee soil again, ever!

3-DAYS BEFORE Wife secretly filed for Ch-13 BANKRUPTCY (requesting to voluntarily forfeit/auction OUR HOME), without even mentioning a WORD to me!

I accidentally discovered this (from her attorney) on 6/14/2019. FIVE DAYS LATER, Wife applied for a FRAUDULENT "OP" under FALSE TESTIMONY!

I have NEVER threatened to harm her, or laid a single finger on her in anger! EVER! (While I have ZERO Arrests, Complaints, Priors, NOTHING!)

Even though WIFE is a HIGHLY TRAINED and HEAVILY EQUIPPED firearms and self-defense EXPERT!

She is a Licensed TN HANDGUN INSTRUCTOR, with serious military assault rifles, and over 5,000 Rnds. of ammo when she left!

Yet somehow she obtained an OP "Ex Parte" from Judge Michael W. Binkley, who just "happens" to be CLOSE PERSONAL FRIENDS with Wife's divorce attorney, Virginia Lee Story.

Welcome back to the OLD SOUTH! Let's all practice saying "YES MASTER"!

I held out good for my raccoon buddy in my hand tonight, and he touched both his cold little nose and his paw to my hand.

<https://1drv.ms/v/s!AIWYAYYGDEXasH4MLLYxg0ct2nKs>

I DID IT!!!



Apr 23, 2019

F OMG! raccoon!!! 😊

Fawn Fenton (mobile) Apr 23, 2019

Was that not COOL AS HECK? I did like you told me... Trying to keep the door barely split so he didn't come inside, while taking a video with one hand, holding out the food in the other hand, trying to focus, call to him..... And you say that I can't multi-task!

I've interacted with him a ton through the glass, and a little outdoors, but that was the first time that we touched each other. He was super gentle, with his warm soft little tongue eating out of my hand, with never the slightest nip!

Apr 23, 2019

F Love little raccoon!! 😊

Fawn Fenton (mobile) - Apr 23, 2019



WILLIAMSON COUNTY CHANCERY COURT, AT FRANKLIN, TN | DOCKET #48419B
RE-CREATION OF EX-WIFE'S UNSIGNED PERSONAL STATEMENT ALLEGING FEAR & STALKING
LOCATED IN TECHNICAL RECORD VOLUME 1, PAGE 15

Line Numbers Added for Reference & Strike-Through for False/Fraudulent/Misleading Claims

1 My name is Fawn Fenton and I have been married to Jeff Fenton for 13 years. Jeff and
 2 I have been separated since April 22, 2018 and I have not seen him since sometime in
 3 April when we met to file our taxes. ~~Prior to that I had not seen him since December~~
 4 ~~2018.~~ I filed for divorce on June 4, 2019.

5 I am in fear for my safety based on the repeated harassment that has continued to occur.
 6 ~~Over the last several weeks Jeff has sent me numerous text messages and lengthy e-~~
 7 ~~mails talking about his intentions on ruining my life, causing me issues with my employer~~
 8 ~~and clients at work, ruining my credit and financially ruining me. As a result of Jeff's~~
 9 ~~continued verbal and emotional abuse and deliberate non-cooperation, I have filed for~~
 10 ~~bankruptcy to preserve my finances. Upon finding out about the bankruptcy petition, Jeff~~
 11 ~~became enraged and his incessant texts and e-mails have been upsetting and vindictive.~~
 12 Just as an example, from June 12 through June 16, Jeff sent me 12 e-mails all of
 13 substantial length, describing how he plans on ruining my life. I am attaching just a
 14 snapshot of my email account showing the number of e-mails sent from June 12-16. The
 15 length of the emails would be too long to attach; however, I have saved them all. In
 16 addition, Jeff continues to send me numerous text messages, some very lengthy, in some
 17 of the texts he uses derogatory language, calling me a "bitch." On June 14, 2019 he
 18 sent me 8 text messages within in less than 40 minutes. The next day, June 15, 2019
 19 he sent me 16 text messages over the course of 4 hours, several of which were extremely
 20 lengthy. I have asked Jeff on several occasions to stop e-mailing and texting me, however,
 21 he continues to repeatedly harass me. At this point all of his communication to me is not
 22 consensual and I have relayed this to Jeff multiple times. On June 15, 2019 Jeff left me
 23 a voicemail on my cell phone stating that if I did not call him back or respond to his emails
 24 or text messages that he was going to "show up at my work or apartment to try to get
 25 some information out of me." I am fearful that he will actually show up at my work, as he
 26 has done so in the past and has sabotaged my work e-mails. Jeff has been employed in
 27 IT and is very tech savvy. In the past he was able to remotely log into my work computer
 28 and delete all e-mails that had his name in them. My company has already spent a
 29 considerable amount of money hiring a new IT support team to try and close loopholes
 30 and delete Jeffs access to our system, but we are still finding settings that reference Jeffs
 31 settings or route to his e-mails. Jeff has also threatened to post derogatory comments
 32 anonymously on the internet about both myself and my company. This cyber stalking
 33 could potentially cost me my job and career. I am fearful for what he may try to do now
 34 that I have filed for divorce and am not responding to his threats.

35 On June 16th, 2019 in one of his lengthy e-mails he stated, "I wish we would have had
 36 an asteroid fall on our home and kill us (or at least me)", the day before I discovered your
 37 plans to divorce me." Jeff is a licensed gun carrier and has many weapons, and I am in
 38 fear of what he may to do me if this continues. ~~Jeff refers to himself as a part of the~~
 39 ~~"extraction team" and lives a very paranoid life.~~ He installed extensive home
 40 monitoring at our marital residence including surveillance videos and audio-recording
 41 systems.

WILLIAMSON COUNTY CHANCERY COURT, AT FRANKLIN, TN | DOCKET #48419B
RE-CREATION OF EX-WIFE'S UNSIGNED PERSONAL STATEMENT ALLEGING FEAR & STALKING
LOCATED IN TECHNICAL RECORD VOLUME 1, PAGE 16

Line Numbers Added for Reference & Strike-Through for False/Fraudulent/Misleading Claims

42 ~~The harassment has caused me undue emotional stress and anxiety. I am unable to~~
43 ~~sleep well, and his harassment is causing trouble in my day to day life.~~ The continued
44 texting and e-mailing are interfering with my ability to perform my job and I fear that if
45 these things continue that I will reach a point of an emotional breakdown.

(e) JUDGMENT. In pleading a judgment or decision of a domestic or foreign court, a judicial or quasi-judicial tribunal, or a board or officer, it suffices to plead the judgment or decision without showing jurisdiction to render it.

(f) TIME AND PLACE. An allegation of time or place is material when testing the sufficiency of a pleading.

(g) SPECIAL DAMAGES. If an item of special damage is claimed, it must be specifically stated.

(h) ADMIRALTY OR MARITIME CLAIM.

(1) *How Designated.* If a claim for relief is within the admiralty or maritime jurisdiction and also within the court's subject-matter jurisdiction on some other ground, the pleading may designate the claim as an admiralty or maritime claim for purposes of Rules 14(c), 38(e), and 82 and the Supplemental Rules for Admiralty or Maritime Claims and Asset Forfeiture Actions. A claim cognizable only in the admiralty or maritime jurisdiction is an admiralty or maritime claim for those purposes, whether or not so designated.

(2) *Designation for Appeal.* A case that includes an admiralty or maritime claim within this subdivision (h) is an admiralty case within 28 U.S.C. § 1292(a)(3).

(As amended Feb. 28, 1966, eff. July 1, 1966; Dec. 4, 1967, eff. July 1, 1968; Mar. 30, 1970, eff. July 1, 1970; Mar. 2, 1987, eff. Aug. 1, 1987; Apr. 11, 1997, eff. Dec. 1, 1997; Apr. 12, 2006, eff. Dec. 1, 2006; Apr. 30, 2007, eff. Dec. 1, 2007.)

Rule 10. Form of Pleadings

(a) CAPTION; NAMES OF PARTIES. Every pleading must have a caption with the court's name, a title, a file number, and a Rule 7(a) designation. The title of the complaint must name all the parties; the title of other pleadings, after naming the first party on each side, may refer generally to other parties.

(b) PARAGRAPHS; SEPARATE STATEMENTS. A party must state its claims or defenses in numbered paragraphs, each limited as far as practicable to a single set of circumstances. A later pleading may refer by number to a paragraph in an earlier pleading. If doing so would promote clarity, each claim founded on a separate transaction or occurrence—and each defense other than a denial—must be stated in a separate count or defense.

(c) ADOPTION BY REFERENCE; EXHIBITS. A statement in a pleading may be adopted by reference elsewhere in the same pleading or in any other pleading or motion. A copy of a written instrument that is an exhibit to a pleading is a part of the pleading for all purposes.

(As amended Apr. 30, 2007, eff. Dec. 1, 2007.)

Rule 11. Signing Pleadings, Motions, and Other Papers; Representations to the Court; Sanctions

(a) SIGNATURE. Every pleading, written motion, and other paper must be signed by at least one attorney of record in the attorney's name—or by a party personally if the party is unrepresented. The paper must state the signer's address, e-mail address, and telephone number. Unless a rule or statute specifically states otherwise, a pleading need not be verified or accompanied by an affidavit. The court must strike an unsigned paper unless the omission

Rule 11

FEDERAL RULES OF CIVIL PROCEDURE

is promptly corrected after being called to the attorney's or party's attention.

(b) REPRESENTATIONS TO THE COURT. By presenting to the court a pleading, written motion, or other paper—whether by signing, filing, submitting, or later advocating it—an attorney or unrepresented party certifies that to the best of the person's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances:

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

(2) the claims, defenses, and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law;

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

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

(c) SANCTIONS.

(1) *In General.* If, after notice and a reasonable opportunity to respond, the court determines that Rule 11(b) has been violated, the court may impose an appropriate sanction on any attorney, law firm, or party that violated the rule or is responsible for the violation. Absent exceptional circumstances, a law firm must be held jointly responsible for a violation committed by its partner, associate, or employee.

(2) *Motion for Sanctions.* A motion for sanctions must be made separately from any other motion and must describe the specific conduct that allegedly violates Rule 11(b). The motion must be served under Rule 5, but it must not be filed or be presented to the court if the challenged paper, claim, defense, contention, or denial is withdrawn or appropriately corrected within 21 days after service or within another time the court sets. If warranted, the court may award to the prevailing party the reasonable expenses, including attorney's fees, incurred for the motion.

(3) *On the Court's Initiative.* On its own, the court may order an attorney, law firm, or party to show cause why conduct specifically described in the order has not violated Rule 11(b).

(4) *Nature of a Sanction.* A sanction imposed under this rule must be limited to what suffices to deter repetition of the conduct or comparable conduct by others similarly situated. The sanction may include nonmonetary directives; an order to pay a penalty into court; or, if imposed on motion and warranted for effective deterrence, an order directing payment to the movant of part or all of the reasonable attorney's fees and other expenses directly resulting from the violation.

(5) *Limitations on Monetary Sanctions.* The court must not impose a monetary sanction:

(A) against a represented party for violating Rule 11(b)(2); or

DUE TO COVID-19

I NEED to get a JOB from HOME
Because of my Mother's Health
Which I CAN'T DO with this STUPID OP!
Please have the OP REMOVED and
EXPUNGED or Start Sending Me
SUPPORT PLEASE!

ASTHMA, ALLERGY AND IMMUNOLOGY CENTER

S. Anne, M.D. R. Botta, M.D. I. Badr, M.D. R. Mahajan, M.D. H. Azzam, M.D.

Patient Name: Marsha Fenton
Visit Date: 7/2/2020

Thank you very much for letting me participate in the management of Marsha Fenton, who was seen by telephone consultation on 07/02/20. Marsha states that her IgA deficiency has been stable. She denies any upper or lower respiratory tract infection. She has been following strict avoidance measures from exposing to the COVID-19 infection. She is wearing the mask. She is staying home. Her son also stays with her, who is not working at this time. She denies any fever, chills, or rigors. She denies any upper or lower respiratory tract infection.

PHYSICAL EXAMINATION: Deferred at this time since this was done by telephone consultation.

IMPRESSION: Ms. Marsha Fenton has:

- 1. IgA deficiency, and
- 2. Chronic rhinosinusitis.

RECOMMENDATIONS:

- 1. Marsha is prone to develop recurrent infections. Therefore, I advised her to follow strict isolation measures from exposure to COVID-19 infection.
- 2. Since her son stays with Marsha, I strongly recommend that her son should do his work from home since it will reduce significantly the risk of exposure of Ms. Fenton to the COVID-19 virus.
- 3. A follow-up appointment has been scheduled in one year but I advised her to contact me as soon as the pandemic is over for further evaluation and treatment.

Signed Electronically By Suresh Anne, MD
Signed Date: 7/3/2020 9:16:00 AM

E-Faxed to Ravikumar Peddireddy, MD On 7/3/2020 9:16:00 AM

I've been married three times. **First Wife:** 18-20. **Second Wife:** mid-twenties, lasted 4-years. **Third & Last Wife:** 2005-2019 (WILCO Docket #48419B). For the sake of protecting their anonymity (within this document), I will call my most recent wife by a very fond, private pet name, "Tootie". (It might not sound flattering, but it originated from the greatest fondness, and was never used derogatorily!) I will refer to my second wife here, as "Previous Wife" or "Prior Wife".

Pastors Jon & Kitty Sterns (Franklin Vineyard), Pastors Jerry & Cindy Bryant (Nashville Vineyard), Dr. Roy Hamley (Woodmont Hills Counseling Center), and Tootie (Girlfriend Extraordinaire):

Greetings!

This started off as an introduction letter to the Sterns, as they've succeeded in learning very little about me thus far (which I'll credit to my avoidance) but I've come to a point where I want to move forward, and to be **unknown** has never been my desire. (Did I hear the Bryant's say "AHMEN"? LOL) It requires a certain fondness, or at least a willingness to read, in order to grow very close to me.

The biggest emotional/spiritual problem that I have struggled with this past year, is the **absolute inability to "balance accounts"** from my past. My past relationships with God, the Vineyard (Nashville), and my **Previous Wife**. For that reason I've decided to also use this letter to try to put language to some of those issues, and am hoping that this will be an instrument that will help bring about closure. Jerry & Cindy – I think that there were a lot of things that were unsaid, but understood, yet I feel that I owe you a direct explanation of why I left the church, the nature of my hurts & resentments prior to leaving, the reason that now in coming back to church I have chosen the Franklin Vineyard over Nashville, and to tell you both once again that **I love you very much and truly appreciate the investment that you made into my life.**

I've decided to do this in an open format, copied to all those mentioned above, hoping **not** to cause anyone shame, or expose anyone's nakedness, but rather because I think it is important for all those addressed to understand **My Journey**, what has brought me to this point, decisions I've made and why, and how this all has impacted me thus far. Further I don't wish to speak behind anyone's back (except **Prior Wife** for reasons that shall become obvious later on). I've included Dr. Roy Hamely in the addressing of this letter as he is a Christian Counselor who is currently working with **Tootie** and myself, both individually and as a couple, to help aid us in moving forward. I've also copied this letter to **Tootie**, though much of it may be hard for her to read as it pertains to my ex-wife **Prior Wife**. I think that it is important that as we move forward together, we both are knowledgeable about what has brought us each to this point, and the struggles that we still face (individually and together) even if those struggles do not directly involve the other.

First off, in regards to the Pastoral oversight, Counseling, and Care, I give you all complete permission to speak freely with each other about me. **I am largely an open book. If you have something to say, or a burden on your heart, please don't tip-toe with me, just say it.** I seem to possess an anointing that at some point causes even the most conservative pastor to swear, in an attempt to get through to me. So I expect this. Please feel free to cuss as you must. LOL

Please honor my request that you treat this letter with the absolute of confidentiality. It is intended for those who are named at top and absolutely no one else.

The only REAL "evidence" in #48419B are **MY OWN WORDS**. While they refuse to even allow me to provide the CONTEXT within which they were spoken, the background and history behind them. WHY I said what I said, WHEN I said it. Or what my words were even MEANT to communicate & convey! I'm just accused of texting/emailing **TOO MUCH** (try the "block" button), labeling me an "abusive stalker". **WORDS MEAN SOMETHING!** I'm **NO MORE** of a "STALKER", **than anyone reading this is a "PEDOPHILE"**! To assassinate my character while REFUSING to HEAR my TESTIMONY & DEFENSE, is an unconscionable ABUSE OF POWER, causing me to suffer "OFFICIAL OPPRESSION" for well over 2 years now!

Contents:

(It's a bad sign when a letter has a "Table of Contents".)

- 1 Intro
- 2 Contents
- 3 Father – Adolescents – Vegas
- 4 Meet the Vineyard (Nashville)
- 5 The Sweat Shop
- 6 **Met Prior Wife**
- 7 Marriage [REDACTED]
- 8 [REDACTED]
- 9 True Love
- 10 [REDACTED]
- 11 Father vs. Husband
- 12 Different Journeys
- 13 [REDACTED]
- 14 Love / Hate Relationship
- 15 [REDACTED]
- 16 Dear Jeff
- 17 [REDACTED]
- 18 Purging the **Prior Wife** Files
- 19 [REDACTED]
- 20 Divorced **Previous Wife**
- 21 [REDACTED]
- 22 I'm never going to know! – Seeking Counsel
- 23 The Prophecy
- 24 Why did I leave the Vineyard (Nashville)?
- 25 Hurts and Resentments
- 26 Vineyard Mass Exodus
- 27 In Steps **Tootie**
- 28 **Tootie** Meets God
- 29 Walking Through Doors - Conclusion

It may be UNUSUAL to be so verbose, but everyone is different, there is certainly no crime in that! I have been a WRITER who best communicates through writing since my TEENS! That is my FIRST AMENDMENT RIGHT! It is how I'm wired! How I personally process life and communicate most effectively. "Tootie" knew that when we met, long before we ever got married.

My writing has by far attracted more women in my life than any other quality about me. Many women find my intense honesty, vulnerability, and sincerity, combined with my ability to articulate it, to be rare and something which they are attracted to, and/or can deeply RELATE with!

Most of my life writing has been my most applauded strength and "gift". I've helped change policies throughout the State of Tennessee, before with this "gift". I've been thanked by governors, senators, mayors, given a special award... Often (if not USUALLY), Tootie EDITED my writing for grammar, punctuation, spelling, and overall content. Tootie showed little dislike for my writing, until she LEFT me, and it reminded her of the TRUTH, which we had both experienced together. Our promises to each other, while I tried to persuade her onto a healthier path for herself.

NEVER ONCE, in 15-YEARS, had I heard the word "ABUSE" or "Emotional Abuse" from "Tootie", until she secretly met with her first DIVORCE ATTORNEY! We walked very closely with numerous counselors, mentors, pastors, leaders in our lives, we have worked through several of our OWN issues and relational challenges. Yet NEVER ONCE was I remotely accused of "abusing" my beloved "Tootie" in ANY WAY, SHAPE or FORM! (Such claims are no less than litigious terrorism!)

The point of me sharing this document with the Court is not the CONTENT, it is the VERBOSITY, the BULK OF WRITTEN CONTENT, a THIRTY-PAGE written letter PRIOR to marriage - where there were no secrets, all the cards were ALWAYS on the table (at least from my end)! This also shows the level of AUTHENTICITY, HONESTY, OPENNESS, TRANSPARENCY, VULNERABILITY, and the level of ACCOUNTABILITY that I've walked in for DECADES! This is WHO I AM! Regardless of what those with an agenda pretend or claim!

I have a LIFETIME of EVIDENCE proving MY IDENTITY! I belonged to writers groups at church. I founded NashvilleChristian.com, as I met with church leaders throughout the mid-state. Twice I was a guest on local radio programs. While I designed, administered and managed the website and fax service prior, for over a decade. I also served as Tootie's SOUND BOARD. She shared and bounced everything off of me, DAILY, while I helped her and her company in any way that I could! I communicated with Tootie probably 5-25 times per day on average, via texts, emails and phone calls. We were connected at the hip, and together a force to be reckoned with! (This was as much by HER will as it was by MINE!) We were a TEAM!

Unfortunately, our greatest strengths are often our greatest weakness, when our lives enter into a state of trauma. (Hence, I do regret some things that I've said and done.) Yet REALITY is NOTHING as has been fraudulently claimed, to bind and discard me, without cost or consequence.

PLEASE STRIKE & EXPUNGE THE "DEFAULT ORDER OF PROTECTION" ORDERED BY WILLIAMSON CHANCERY ON 10/21/2019 AND THEN EXTENDED FOR FIVE-MORE YEARS, WITHOUT NOTICE OF MOTION! I HAVE NEVER EVEN BEEN ALLOWED TO PARTICIPATE IN A HEARING TO DEFEND MYSELF! DESPITE PROMISES ON COURT RECORD 8/29/2019, TO ALLOW ME TO PARTICIPATE BY PHONE, KNOWING CHANCERY HAD FORCEFULLY RENDERED ME HOMELESS AND I NEEDED TO IMMEDIATELY RELOCATE TO MICHIGAN, HAVING NO OTHER PROVISION FOR SHELTER, FOOD, OR SURVIVAL IN TENNESSEE! WHILE ONCE THE FRAUD AND FALSE TESTIMONY USED TO MANIPULATE THE COURT IS REMOVED, THE ONLY REMAINING "GROUNDS" ARE ELECTRONIC COMMUNICATIONS WITH NO PHYSICAL THREATS OR DANGER!



TEXT MESSAGES FROM WIFE'S INITIAL "DIVORCE ANNOUNCEMENT" TO ME, ON MARCH 13TH, 2018.

WIFE'S "FEAR" WAS ENTIRELY BASED UPON HER BELIEF ABOUT WHAT WAS "UNDERSTANDABLE" IN HER OPINION! NOT ANYTHING I EVER DID!!!

WHAT WIFE NEEDED WAS MENTAL AND PHYSICAL HELP FOR MENOPAUSE, NARCOLEPSY, AND CHRONIC DEPRESSION. WHAT SHE GOT INSTEAD WAS HELP COMMITTING MULTIPLE COUNTS OF FRAUD, WHICH COMPOUNDED HER STRESS & QUICKLY DETERIORATED HER HEALTH EVEN MORE!

3/13/18, 7:58 PM from Fawn Fenton

I thought you would hate me for this, and you would make me as miserable as possible to get back at me.

3/13/18, 8:19 PM from Fawn Fenton

Ok. Thank you. I was truly afraid you would be blinded by rage and hurt, (understandably so).



3/13/18, 8:42 PM from Fawn Fenton

I was so convinced you were going to try to destroy me, I was too afraid to ask you for an agreement.

THIS WAS A WHOLE YEAR BEFORE ATTORNEY STORY WAS HIRED, WITHOUT A SINGLE "INCIDENT", "THREAT" OR "DANGER" OF ANY SORT! WIFE INVITED ME OVER I BROUGHT HER GIFTS, SHE WANTED TO REMAIN FRIENDS AFTER DIVORCE!

Regardless of what people can "GET AWAY WITH" legally, it is CRUEL, INHUMAN, and down right UN-AMERICAN to DEPRIVE a person of their CONSTITUTIONAL RIGHTS and/or Hinder their most Basic Need and Ability to SUPPORT Themselves and their Family, by ANY legal means available to anyone else.

Based entirely upon someone else's unfounded concerns due to the Damages which THEY SECRETLY PLANNED TO CAUSE, with NO HISTORY of Violence, Arrests, or SERIOUS RISK of PHYSICAL DANGER, short of charging the individual with a CRIME and providing them with FULL EQUAL AND DUE PROCESS OF LAW!

The DEPRIVATION OF RIGHTS for Convenience and Arbitrary Power is "ABSURD, SLAVISH, AND DESTRUCTIVE OF THE GOOD AND HAPPINESS OF MANKIND." (Article I, Section 2) of the CONSTITUTION OF THE STATE OF TENNESSEE!

I PRAY THAT THE WILLIAMSON COUNTY CHANCERY COURT OPERATE FAIRLY, WITH THE WELLBEING OF ALL CITIZENS TREATED EQUALLY, AS REQUIRED IN THE CONSTITUTION OF THE GREAT STATE OF TENNESSEE. THAT MY FREEDOM, MY NAME, AND MY REPUTATION, BE RESTORED, HAVING COMMITTED NO CRIME. SO THAT I CAN PASS A BACKGROUND CHECK AND GET A JOB TO SUPPORT MYSELF, AS I DESPERATELY NEED, OR THAT A FULL CRIMINAL INVESTIGATION BE LAUNCHED INTO THE DEPRIVATION OF BOTH MY RIGHTS AND MY PROPERTY!

CONSTITUTION ANNOTATED

Analysis and Interpretation of the U.S. Constitution

Amdt5.4.4.2.1 Deprivations of Liberty

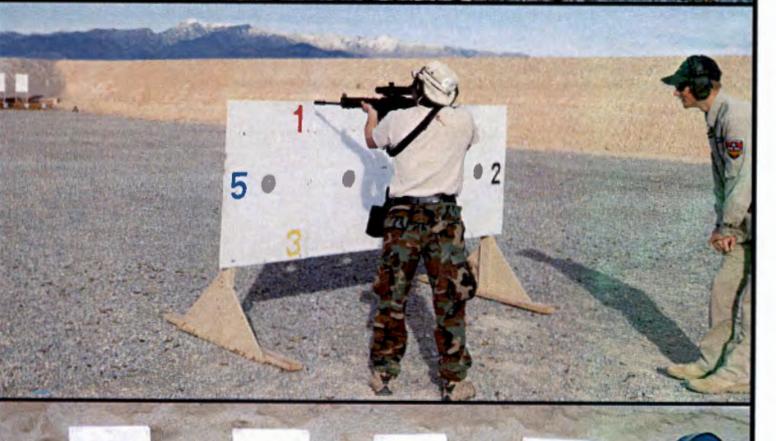
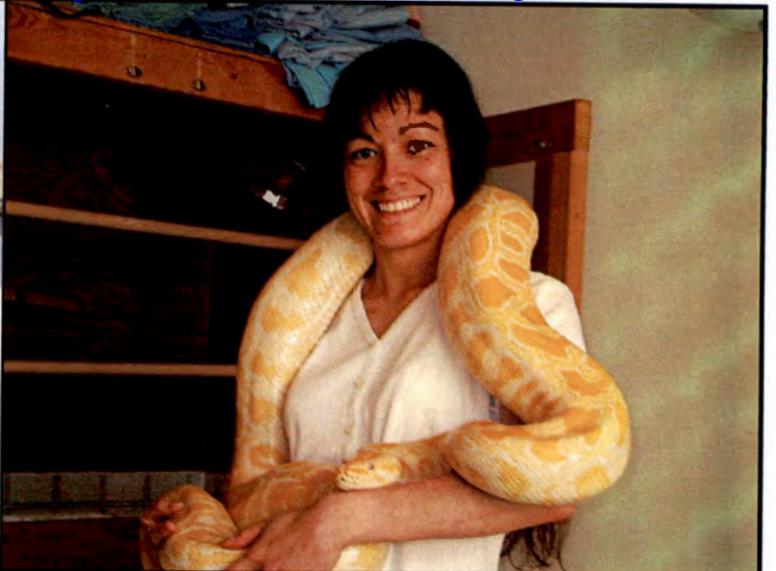
Fifth Amendment:

No person shall be held to answer for a capital, or otherwise infamous crime, unless on a presentment or indictment of a Grand Jury, except in cases arising in the land or naval forces, or in the Militia, when in actual service in time of War or public danger; nor shall any person be subject for the same offence to be twice put in jeopardy of life or limb; nor shall be compelled in any criminal case to be a witness against himself, nor be deprived of life, liberty, or property, without due process of law; nor shall private property be taken for public use, without just compensation.

With respect to liberty interests, the Court has followed a similarly meandering path. Although the traditional concept of liberty was freedom from physical restraint, the Court has expanded the concept to include various other protected interests, some statutorily created and some not.¹ Thus, in *Ingraham v. Wright*,² the Court unanimously agreed that school children had a liberty interest in freedom from wrongfully or excessively administered corporal punishment, whether or not such interest was protected by statute. “The liberty preserved from deprivation without due process included the right ‘generally to enjoy those privileges long recognized at common law as essential to the orderly pursuit of happiness by free men.’ . . . Among the historic liberties so protected was a right to be free from, and to obtain judicial relief for, unjustified intrusions on personal security.”³

The Court also appeared to have expanded the notion of “liberty” to include the right to be free of official stigmatization, and found that such threatened stigmatization could in and of itself require due process.⁴ Thus, in *Wisconsin v. Constantineau*,⁵ the Court invalidated a statutory scheme in which persons could be labeled “excessive drinkers,” without any opportunity for a hearing and rebuttal, and could then be barred from places where alcohol was served.

NOT EVERY FEMALE IS FRAIL, WEAK, DEFENSELESS, AND AFRAID; EVEN IF THEY CLAIM TO BE, FOR A STRATEGIC ADVANTAGE DURING A DIVORCE.



FAWN T. FENTON

1986 Sunny Side Drive, Brentwood, Tennessee 37027

Email: fawn.fenton@live.com

Tel: (615) 333-7377

Self-Defense Handgun Instructor

CERTIFICATIONS & AFFILIATIONS

- **NRA Certified Basic Pistol Instructor**
- **Tennessee Department of Safety Concealed Carry Instructor**
- **Front Sight Firearms Training Institute Handgun Instructor, Pahrump, NV**
- **CCWP Instructor at The Range Incorporated, Centerville, TN**
- Nashville Police Department, Citizens Police Academy, Spring 2009
- Mount Juliet Police Department, Citizens Police Academy, Spring 2004
- Member of the NRA since 2004, Life Member since 2012
- Certified Trainer with NRA "Refuse to Be a Victim" Program
- Member of the United States Practical Shooting Association since 2003

TRAINING

- Front Sight Firearms Training Institute, 4-Day Practical Rifle (FN-FAL & AR15), January 2018
- Front Sight Firearms Training Institute, 4-Day Defensive Handgun, March 2013
- Front Sight Firearms Training Institute, 4-Day Armorers Class – AR15, March 2010
- Front Sight Firearms Training Institute, 4-Day Line Coach – Defensive Handgun, March 2010
- Front Sight Firearms Training Institute, 4-Day Instructor Development, February 2009
- Front Sight Firearms Training Institute, 4-Day Practical Rifle (AR-15), February 2008
- Front Sight Firearms Training Institute, Handgun Master Prep, January 2007
- HGR Firearms NRA Basic Pistol Instructor Certification Course, June 2006
- Front Sight Firearms Training Institute, 4-Day Defensive Handgun, January 2006
- Front Sight Firearms Training Institute, 4-Day Practical Rifle (AK-47), January 2005
- Tactical Response, 2-Day Fighting Pistol, May 2004
- Vanderbilt Rape Aggression Defense Systems, December 2003
- The Range Incorporated, Advanced Handgun II, November 2003

- Front Sight Firearms Training Institute, 4-Day Defensive Handgun, October 2003
- The Range Incorporated, Advanced Handgun I, April 2003
- The Range Incorporated, State Concealed Carry Course, February 2003
- Front Sight Firearms Training Institute, 4-Day Defensive Handgun, October 2002

REFERENCES

JOHN HUTCHERSON ■ Owner, The Range Inc. Instructor, DCSO Correctional Officer
T: (615) 662-6815, Nashville, TN therange@bellsouth.net

RICK MORELLO ■ Front Sight Firearms Operations Manager, Instructor
T: (800) 987-7719, Pahrump, NV morello@frontsight.com

MARK DAVENPORT ■ Brother, U.S. Marine Veteran
T: (949) 565-6204, Lake Forest, CA mark.davenport@live.com







Fawn's Ammunitions: Taken During Separation

TOTAL ESTIMATED VALUE: \$1,993.41

 Fawn T. Fenton

 [Redacted]

 [Redacted]

Item #	Make / Model	Item / Description	Bullet Weight (Grains)	Muzzle Velocity (FPS)	Bullet Style	Serial Number / ID Number	Date Purchased
1	Federal American Eagle (XM193)	5.56 x 45mm	55	3,165	FMJ	Case UPC: 50029465094602	11/7/2016
2	Federal American Eagle (AE223)	.223 REM	55	3,240	FMJ-BT	Box UPC: 029465084820	2/4/2005
3	PMC Bronze (308B)	7.62 x 51mm (.308 WIN)	147	2,780	FMJ-BT	Case UPC: 20741569060282	11/8/2016
4	Hornady TAP (#80968)	7.62 x 51mm (.308 WIN)	168	2,700	TAP FPD	Box UPC: 090255809688	11/8/2016
5	Federal American Eagle (AE40R3)	.40 S&W Target	165	1,130	FMJ	Case UPC: 50029465092813	11/7/2016
6	CCI Blazer Brass (5210) A-08-K-23	.40 S&W Target	165	Unknown	FMJ	Box UPC: 076683052100	2/4/2005
7	Federal Premium HST LE (P40HST1)	.40 S&W Tactical	180	1,010	JHP	Box UPC: 029465094454	11/8/2016
8	Federal American Eagle (AE9AP)	9mm LUGER	124	1,150	FMJ	Box UPC: 029465088569	2/11/2010
9	Federal Premium HST LE (P9HST2)	9mm LUGER Tactical	147	1,000	JHP	Box UPC: 029465094447	11/8/2016
10	Federal Classic HI-SHOK (C38J)	.38 SPECIAL +P	125	950	JSP	Box UPC: 029465092955	Unknown
11	Miscellaneous Ammo Boxes	.40 Federal | .22 CCI | .223 Winchester	Misc	Misc	Misc	Misc	Unknown
TOTALS		INVENTORY ITEMS: 11					

COUNTED, SIGNED-FOR, AND TAKEN BY FAWN ON 5/1/2018



INVENTORY DATE: 5/1/2018

Insurance company: Donegal Insurance Group
 Insurance company phone: (800) 877-0600
 Policy number: HOC 8115950
 Insurance agent: Will & Anna Lima Montgomery (Montgomery & Assoc.)
 Insurance agent phone: (615) 829-8457
 Insurance agent address: 1730 General George Patton Dr, #212, Brentwood, TN 37027

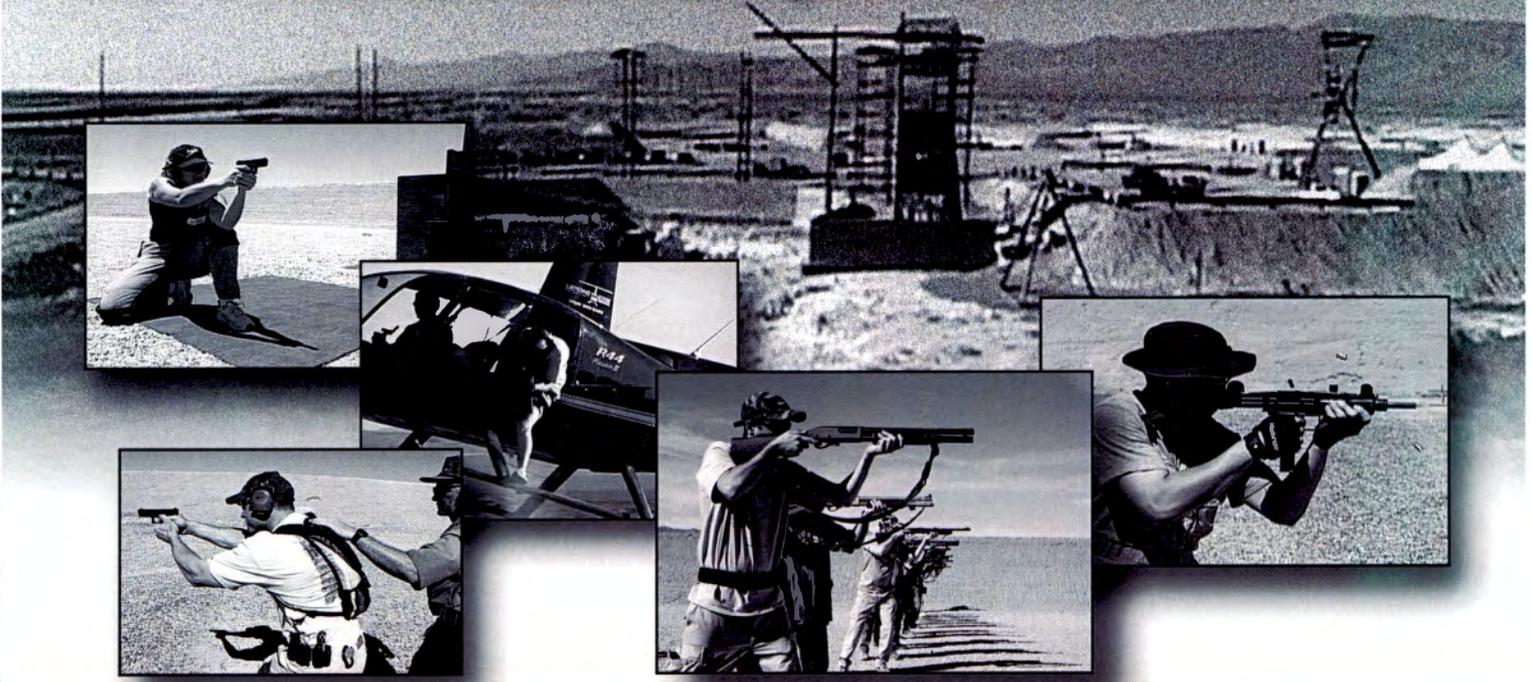
Where Purchased	Quantity Purchased	Purchase Price	Price per Round	Date	Counted	Quantity Counted	Estimated Current Value	Notes
SportsmansGuide.com	1,000	\$372.38	\$0.37	5/1/2018	1,000	1,000	\$372.38	2x 500 Round Cases (25 Boxes of 20 Rounds Each)
AmmoMan.com	1,000	\$219.00	\$0.22	5/1/2018	780	780	\$170.82	39 Boxes of 20 Rounds
SportsmansGuide.com	1,000	\$645.98	\$0.65	5/1/2018	1,000	1,000	\$645.98	2x 500 Round Cases (25 Boxes of 20 Rounds Each)
SportsmansGuide.com	100	\$132.95	\$1.33	5/1/2018	100	100	\$132.95	5 Boxes of 20 Rounds
SportsmansGuide.com	1,000	\$326.78	\$0.33	5/1/2018	300	300	\$98.03	6 Boxes of 50 Rounds Each
AmmoMan.com	1,000	\$179.00	\$0.18	5/1/2018	700	700	\$125.30	14 Boxes of 50 Rounds
AmmoMan.com	300	\$234.00	\$0.78	5/1/2018	50	50	\$39.00	1 Box of 50 Rounds
AmmoMan.com	1,000	\$289.00	\$0.29	5/1/2018	550	550	\$158.95	11 Boxes of 50 Rounds
AmmoMan.com	100	\$90.00	\$0.90	5/1/2018	100	100	\$90.00	2 Boxes of 50 Rounds
Unknown	500	\$125.00	\$0.25	5/1/2018	380	380	\$95.00	19 Boxes of 20 Rounds (Guessed at Pricing)
Unknown	220	\$65.00	\$0.30	5/1/2018	220	220	\$65.00	Fed = 50 Rounds | CCI = 150 Rounds | Win = 20 Rds
		\$2,679.09				5,180	\$1,993.41	



Front Sight's 23 Year Anniversary!

2019 Schedule of Courses

Front Sight Offers You the World's Premier Facility and the Finest Instructional Staff in the Industry for Self Defense Training and Recreation!



Spend an exciting weekend at Front Sight and leave with the skills to safely protect yourself and your family.

Firearms, Edged Weapons, and Empty Hand Defense courses taught by personable, real-world instructors who will dramatically elevate your skills and bring out the best in you... Guaranteed!

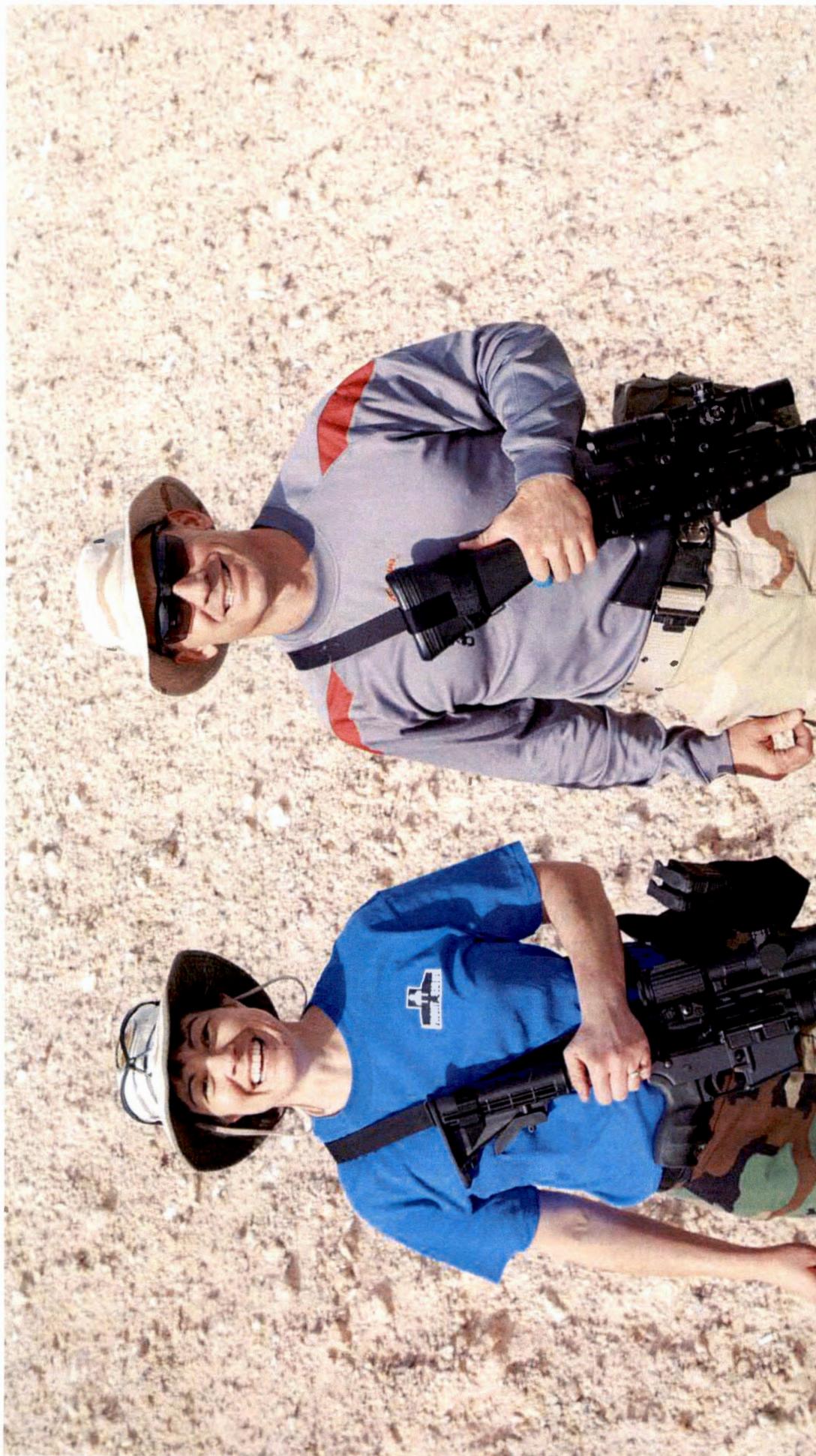
All courses open to private citizens and law enforcement alike.



Las Vegas, Nevada 1.800.987.7719 www.frontsight.com









STATE CERTIFIED HANDGUN INSTRUCTOR

Awarded to

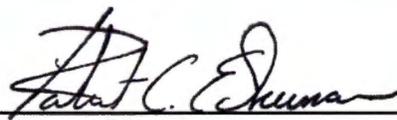
Fawn T. Fenton

ID # 197 / 30 / 1220

Presented by

Tennessee Department of Safety

Issued 5/8/12 Expires 8/15/15



Program Director



Commissioner







Thank you for your efforts in promoting the safe and responsible use of firearms

- Each team instructor gets full credit for the course when you team teach.
- Remember to report your courses within 10 days of completion at nrainstructors.org.

National Rifle Association Credentials

FAWN T. FENTON

Instructor

Certified Pistol



New ID Card Enclosed

**FAWN T. FENTON
1986 SUNNY SIDE DR
BRENTWOOD, TN 37027-5404**

Edward J. Land, Jr.
Edward J. Land, Jr., Secretary

**NRA # 137202242
Expires: 8/31/2016**

Not valid for conducting NRA Law Enforcement or NRA Security Officer Training Courses.

Detach card and carry in wallet. This appointment is valid until the date shown. Prior to the expiration date on this card you will be given an opportunity to renew. Be sure to return the renewal application promptly when it comes.

New ID Card Enclosed

8/6/2013 15:12:04

o





National Rifle Association of America

Certificate of Membership

This certifies that

Fawn Fenton

has fulfilled the requirements of a

Life Member

as set forth in the bylaws of the Association

Date April 26, 2012 *National Rifle Association*

Way Le Pini
Executive Vice-President



OPERATIONS REPORT

1. AGENCY WILLIAMSON COUNTY SHERIFF'S OFFICE		2. PERSON RECEIVING COMPLAINT 2265 - Dep. Warren P. Cagle		3. DATE/TIME RECEIVED 04/22/2018 21:29 24 HR. CLOCK		5. TIME ARRIVED 21:38		7. CASE NUMBER 2018-9643				
4. TIME DISPATCHED 21:29		6. TIME COMPLETED 22:25										
8. NATURE OF INCIDENT DOMESTIC-VERBAL - Event #1804060888												
9. LOCATION OF INCIDENT 1986 Sunnyside Drive, Brentwood, TN 37027						LOCATION CODE 01		REPORTING ZONE 1		DISPATCH ZONE/SECTION 1		
						PATROL ZONE/GRID 1		OTHER ZONE/BEAT				
10. VICTIM COMPLAINANT ACCUSED VEHICLE Fenton, Fawn Tiffany - 1986 Sunnyside Drive, Brentwood, TN 37027												
11. ACTION TAKEN On 04/22/2018, at approximately 2138 hours I arrived at 1986 Sunnyside Drive, Brentwood, Tennessee, in reference to a Verbal Domestic call. Once on scene, I made contact with the complainant, Mrs. Fawn Tiffany Fenton. Mrs. Fenton she had informed her husband, Mr. Jeffery R. Fenton that she wanted a divorce. This led to a verbal dispute between Mr. And Mrs. Fenton. Mrs. Fenton felt unsafe as the argument escalated and contacted law enforcement. I spoke to both parties involved and concluded that the dispute was verbal only. Mrs. Fenton voluntarily elected to gather some belongings and go stay with a friend for a few days.												
<p>FAWN CAME BACK TO THE HOUSE THE NEXT DAY, BY HERSELF, TO PICK-UP BUNNY HAY + WOOD CHIPS, PERFECTLY CALM, WHICH SHE COULD HAVE PURCHASED FROM ANY PET SUPPLY STORE FOR \$15.00. I CALMLY HELPED HER CARRY IT TO THE CAR, ASSISTING WITH ANYTHING ELSE SHE WANTED TO TAKE. THERE WAS NO FRICTION BETWEEN US, HER MIND WAS OBVIOUSLY MADE UP, I UNDERSTOOD AND ACCEPTED IT. I HELPED FAWN AS MUCH AS POSSIBLE, FOR THE MONTHS TO COME, AS SHE SLOWLY MOVED.</p>												
12. CLASSIFICATION			13. HOW RECEIVED			14. DISPOSITION			15. OFFICER ASSIGNED		17. DATE PRINTED	
<input checked="" type="checkbox"/> General Police <input type="checkbox"/> Traffic <input type="checkbox"/> Emergency			<input type="checkbox"/> Phone <input type="checkbox"/> On-View <input type="checkbox"/> Walk-In <input checked="" type="checkbox"/> Radio			<input type="checkbox"/> Pending <input checked="" type="checkbox"/> Complete <input type="checkbox"/> See Inv. Report			2265 - Dep. Warren P. Cagle		MO DAY YR	
									16. OFFICER SIGNATURE		05 / 02 / 2018	



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The Sign Center
 7107 Crossroads Blvd., Suite 104
 Brentwood, TN 37027
 ph.: 615-377-0148
 fax.: 615-377-4742
 email: Dave@TheSignCenterUSA.com

Invoice: 37535

Description: **custom routed shape Trespassing sign**
 Customer: Jeff Fenton ph:
 Fenton, Jeff
 Salesperson: email:

Product	Font	Qty	Sides	Height	Width	Unit Cost	Item Total
1	ALUM .080 (Pre Cut)	2	1	36	24	\$217.50	\$435.00

Color: custom on custom
 Description: Aluminum (.080) Sign
 Text:

Payments Received (thank you)

Date	Amount	Payment Method	Tracking Number
8/28/2017 4:44:04PM	\$275.24	Cash	
8/3/2017 3:22:37PM	\$200.00	Cash	
Total Payments:	\$475.24		

WIFE did the DESIGN Work for these Signs at her Work, using their CAD Architectural Software. Then I helped her with the graphics. This was a JOINT PROJECT, installed around 8/28/2017. Costing over \$500 with Hardware. There was NO PLANS for a DIVORCE when these Signs were Designed, Purchased, & installed! These looked NICE! WIFE Moved out on April 22nd 2018, 16 MONTHS LATER. It had NOTHING to do with these signs!

Other Payments: _____
 Form of Payment / Amount / Initials

Notes:

Ordered: 8/3/2017 3:16:38PM
 PickedUp: 8/28/2017 4:34:16PM
 Printed: 8/28/2017 4:44:45PM
 Status: Closed

Line Item Total:	\$435.00
Subtotal:	\$435.00
Taxes:	\$40.24
Total:	\$475.24
Total Payments:	\$475.24
Balance Due:	\$0.00

ATTN: Jeff Fenton
 Fenton, Jeff
 7101 Executive Center Dr.
 Suite 147
 Brentwood, TN 37027

Payment due upon completion of order.

Received/Accepted By: / /

Almost Professional. Everytime. Guaranteed.

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FENTON RESIDENCE

1986 Sunny Side Drive

INVITED FRIENDS & WILDLIFE WELCOME!

~ ALL OTHERS ~



NO TRESPASSING

(U.S. Const. amend. IV / T.C.A. §§ 39-14-405--39-14-407)

DELIVERIES: Please Leave at the Garage.

VISITORS: Confirmed Appointment Required in Advance.

EMERGENCIES: Ambulance & Fire Services Permitted to Protect Life and Property.

ALL OTHER IMPLIED LICENSE TO ENTER IS HEREBY REVOKED.

NO ENTRY to LAW ENFORCEMENT

or government representatives, except when responding to an alarm or distress call from within this residence.

✦ “Knock-and-Talk” is expressly Forbidden. ✦

▶ Please Don't Proceed Past the Ditch ◀
unless invited onto this property by the owners, or meeting the conditions above.

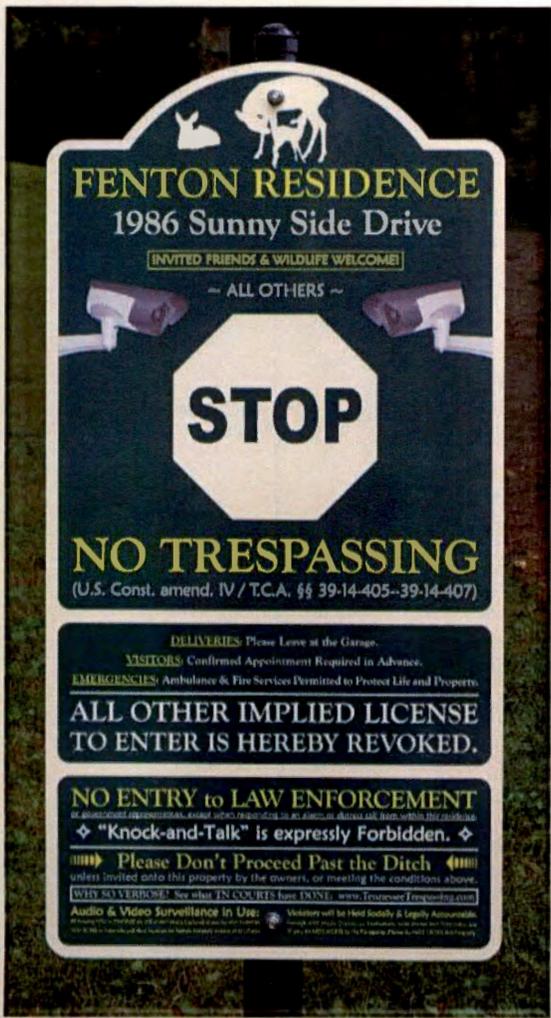
WHY SO VERBOSE? See what TN COURTS have DONE: www.TennesseeTrespassing.com

Audio & Video Surveillance in Use:
BY Entering YOU AUTHORIZE the USE of ANY Media Captured of you, for ANY PURPOSE, + YOU AGREE to Indemnify and Hold Harmless the Fentons (property owners) of ALL Claims.

Violators will be Held Socially & Legally Accountable.
through ANY Media Channel or Publication, both Online and Otherwise, and IF you do NOT AGREE to the Foregoing, Please do NOT ENTER this Property.

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NEW Signage Installed



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Deer Family



Vector black and white illustration of deer family, mother feeding cattle.

Add to Favorites Save Comp

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The deer drawn on a maple leaf



vector illustration of beauty deer family silhouette with sunset...



Cartoon illustration of a deer family Fathe...



Set of Deer fa-vec or, illustr...

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File Size	pixels	inches	cm	USD
<input type="radio"/> Small JPEG	800x664 px	- 72 dpi		\$2.50
<input type="radio"/> Medium JPEG	1600x1327 px	- 300 dpi		\$6.00
<input type="radio"/> Large JPEG	3000x2488 px	- 300 dpi		\$7.00
<input type="radio"/> X-Large JPEG	4000x3318 px	- 300 dpi		\$8.00
<input checked="" type="radio"/> EPS Vector	Scalable to any size			\$12.00

Licensing, Prints & Other Options

More Options

Total: \$12.00 USD

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No Signup Needed

Illustration Information

by Copestello Member since July 2, 2007 1,139 images

csp9892059 uploaded on 2012-06-15.

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- group illustration isolated mammal
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Jeff Fenton

From: Fawn Fenton
Sent: Sunday, July 23, 2017 7:51 PM
To: Fawn Fenton; Jeff Fenton
Subject: deer graphics for sign

<http://www.canstockphoto.com/deer-family-9892059.html>

<http://www.canstockphoto.com/whitetail-deer-silhouettes-4347808.html>

Sent from [Mail](#) for Windows 10

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Jeff Fenton

From: Fawn Fenton <ffenton@[REDACTED]architects.com>
Sent: Wednesday, August 2, 2017 11:11 AM
To: Jeff Fenton
Subject: RE: TN Code (Combining Lines)

Thanks!

From: Jeff Fenton
Sent: Wednesday, August 02, 2017 9:59 AM
To: Fawn Fenton <ffenton@[REDACTED]architects.com>; Fawn Fenton
Subject: RE: TN Code (Combining Lines)

<http://www.tennesseedefenselitigation.com/BlogEntry.aspx?id=37>

T.C.A. §§ 39-14-405--39-14-407

JEFF FENTON
METICULOUS.TECH
(615) 837-1300 OFFICE
(615) 837-1301 MOBILE
(615) 837-1302 FAX

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WHEN IT'S WORTH DOING RIGHT THE FIRST TIME!
SUBMIT OR RESPOND TO A SUPPORT TICKET [HERE](#).
A DIVISION OF METICULOUS MARKETING LLC

From: Jeff Fenton
Sent: Wednesday, August 02, 2017 9:43 AM
To: Fawn Fenton <ffenton@[REDACTED]architects.com>
Subject: RE: TN Code (Combining Lines)

Looks like it would be like this: T.C.A. §§ 39-14-405 to 39-14-407

Based on this example: N.D.C.C. §§ 11-01-09, 11-01-11, 11-01-15 to 11-01-19.

From this webpage: <https://www.ndcourts.gov/court/citation/III.A.htm>

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From: Fawn Fenton [[mailto:ffenton@\[REDACTED\].architects.com](mailto:ffenton@[REDACTED].architects.com)]
Sent: Wednesday, August 02, 2017 9:29 AM
To: Jeff Fenton
Subject: RE: TN Code (Combining Lines)

I have spent 10-15 minutes searching online, and I still don't know the answer to this... I will have to look at it later this afternoon.
Sorry!

From: Jeff Fenton
Sent: Wednesday, August 02, 2017 9:07 AM
To: Fawn Fenton <[ffenton@\[REDACTED\].architects.com](mailto:ffenton@[REDACTED].architects.com)>; Fawn Fenton
Subject: TN Code (Combining Lines)

Lovie,

How would this be expressed:

- T.C.A. § 39-14-405
- PLUS
- T.C.A. § 39-14-406

How would that be combined and denoted?

T.C.A. § 39-14-405, 406?

I need the line to be a little longer to justify with all the other lower lines. ☺

Gracias!

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Jeff Fenton

From: Fawn Fenton <ffenton@[REDACTED]architects.com>
Sent: Wednesday, August 2, 2017 6:13 PM
To: Jeff Fenton
Subject: RE: Very Minor Change in Dimensional PDF WITH BLEED
Attachments: Jeffy Sign_Bleed Dimensions.pdf

Ok here it is

From: Jeff Fenton
Sent: Tuesday, August 01, 2017 10:50 PM
To: Fawn Fenton <ffenton@[REDACTED]architects.com>; Fawn Fenton
Subject: Very Minor Change in Dimensional PDF WITH BLEED

Hello Lovie,

Can you please make just one minor change for me of the ONE dimensional PDF, which includes the BLEED?

I'd like to change the LABEL on the bottom of the page:

- FROM: "DIMENSIONS OF PRINT COPY WITH BLEED"
- TO: "DIMENSIONS OF OVERPRINT COPY WITH 1/4" BLEED"

Exactly as quoted above please! I know that I gave you the wording last time, but in working on this I've remembered that the term "overprint" is what is commonly referred to as the copy WITH Bleed, and that it would be helpful to specify the exact amount of bleed used throughout.

That is the ONLY change. Please just the highlighted text above (without the highlight), replacing the label at the bottom of the sheet.

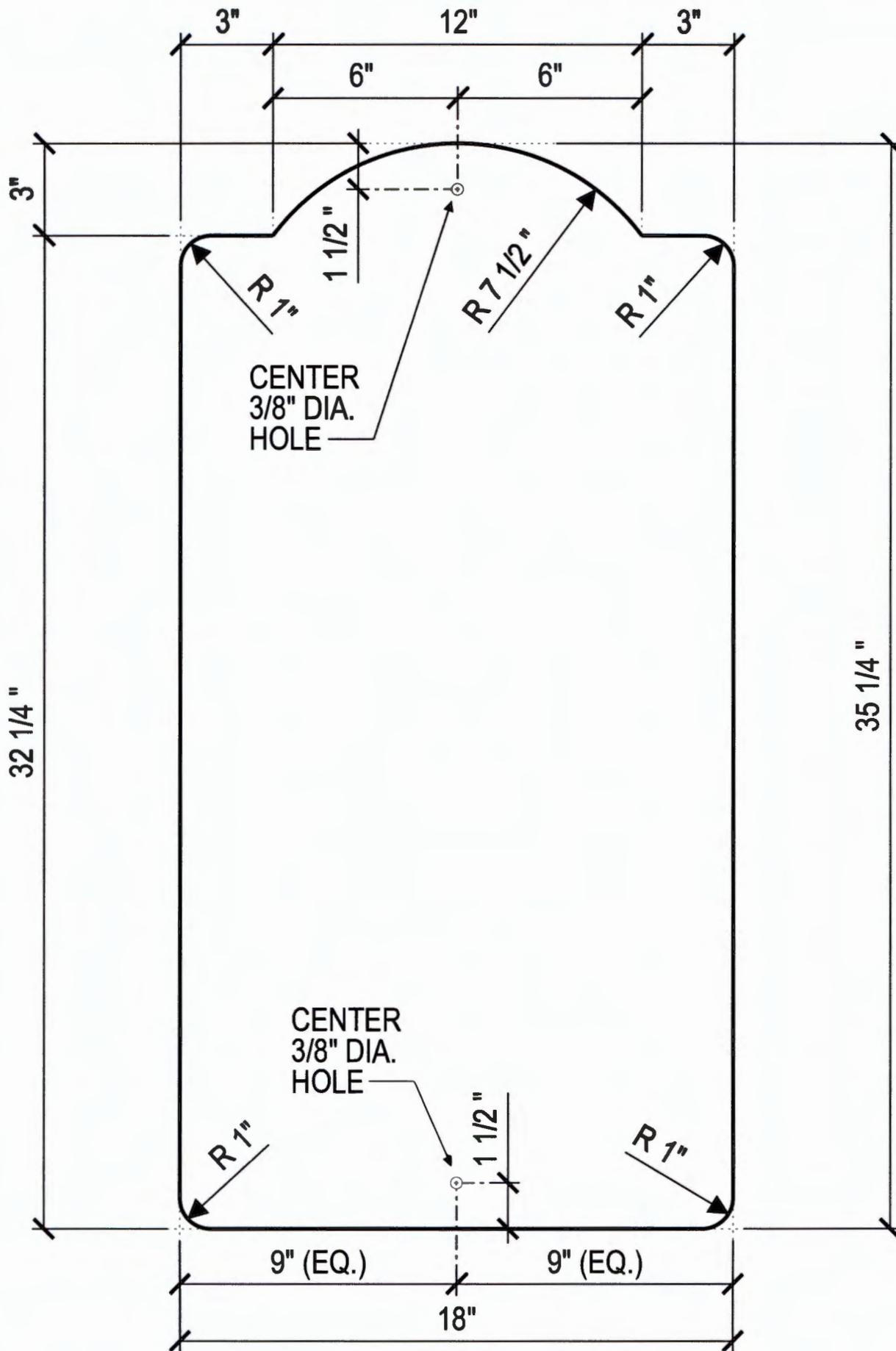
Everything else is PERFECT!

THANKS LOVIE!!!

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DIMENSIONS OF FINISHED SIGN (METAL PLATE)

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Jeff Fenton

From: Fawn Fenton <ffenton@[REDACTED]architects.com>
Sent: Monday, July 31, 2017 9:11 PM
To: Jeff Fenton
Subject: RE: Sign PDFs
Attachments: Jeffy Sign_Master.dgn

CAD File Master.....

From: Fawn Fenton
Sent: Monday, July 31, 2017 8:06 PM
To: 'Jeff Fenton'
Subject: RE: Sign PDFs

Again...

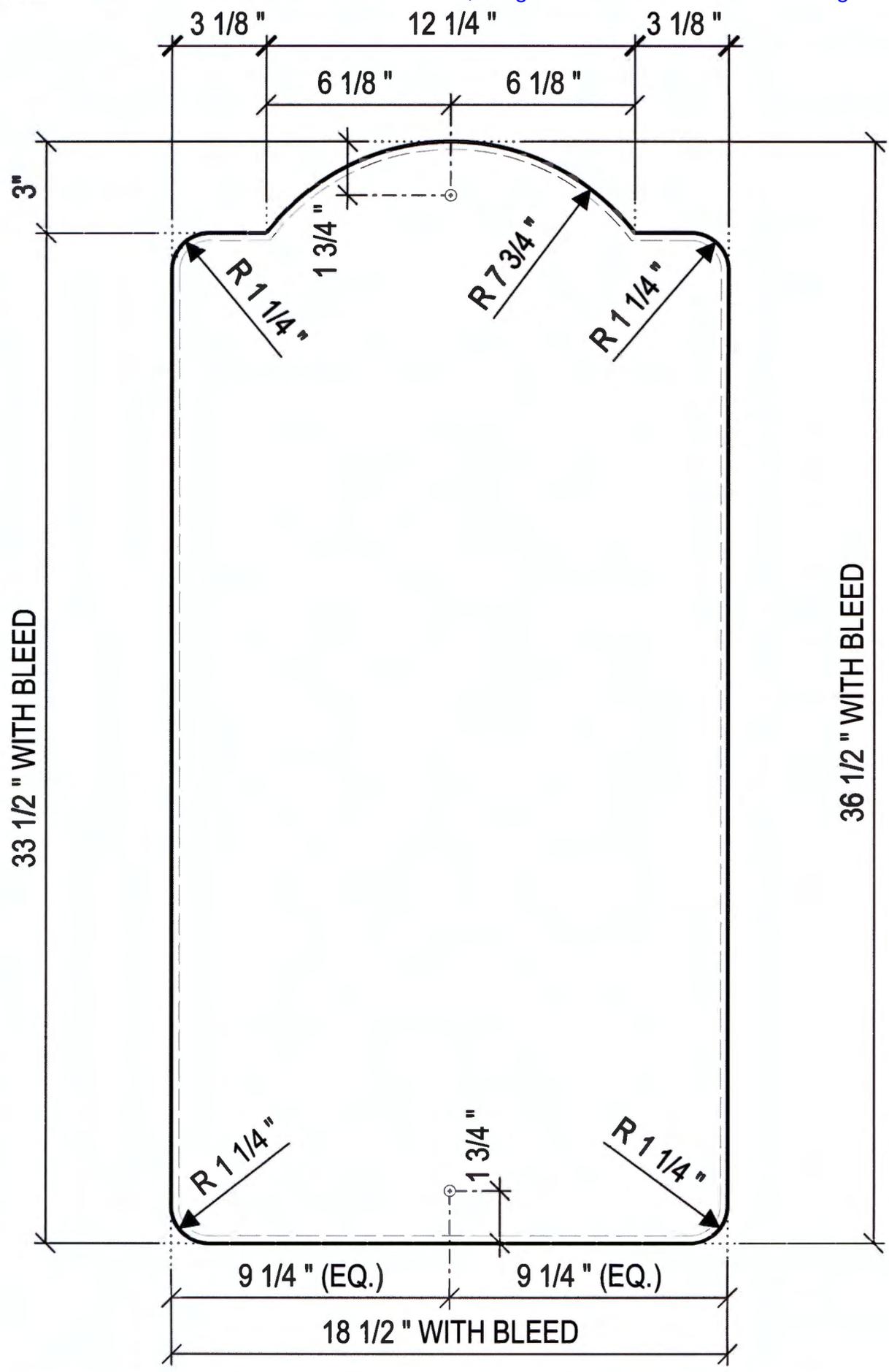
From: Fawn Fenton
Sent: Monday, July 31, 2017 7:47 PM
To: 'Jeff Fenton'
Subject: RE: Sign PDFs

Revised again....

From: Fawn Fenton
Sent: Monday, July 31, 2017 7:41 PM
To: 'Jeff Fenton'
Subject: Sign PDFs

Revised PDFs....

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DIMENSIONS OF OVERPRINT COPY WITH 1/4" BLEED

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Jeff Fenton

From: Fawn Fenton <ffenton@[REDACTED]architects.com>
Sent: Friday, July 28, 2017 3:30 PM
To: Jeff Fenton
Subject: RE: Sign!
Attachments: Jeffy Sign2.dgn

Here's the Microstation file, just in case.

From: Jeff Fenton
Sent: Friday, July 28, 2017 2:24 PM
To: Fawn Fenton <ffenton@[REDACTED]architects.com>
Subject: RE: Sign!

Cool! So that is the v2000, right?

Can you send me the microstation master just to have, or have changes been made in the AutoCad version, where it is now the working master?

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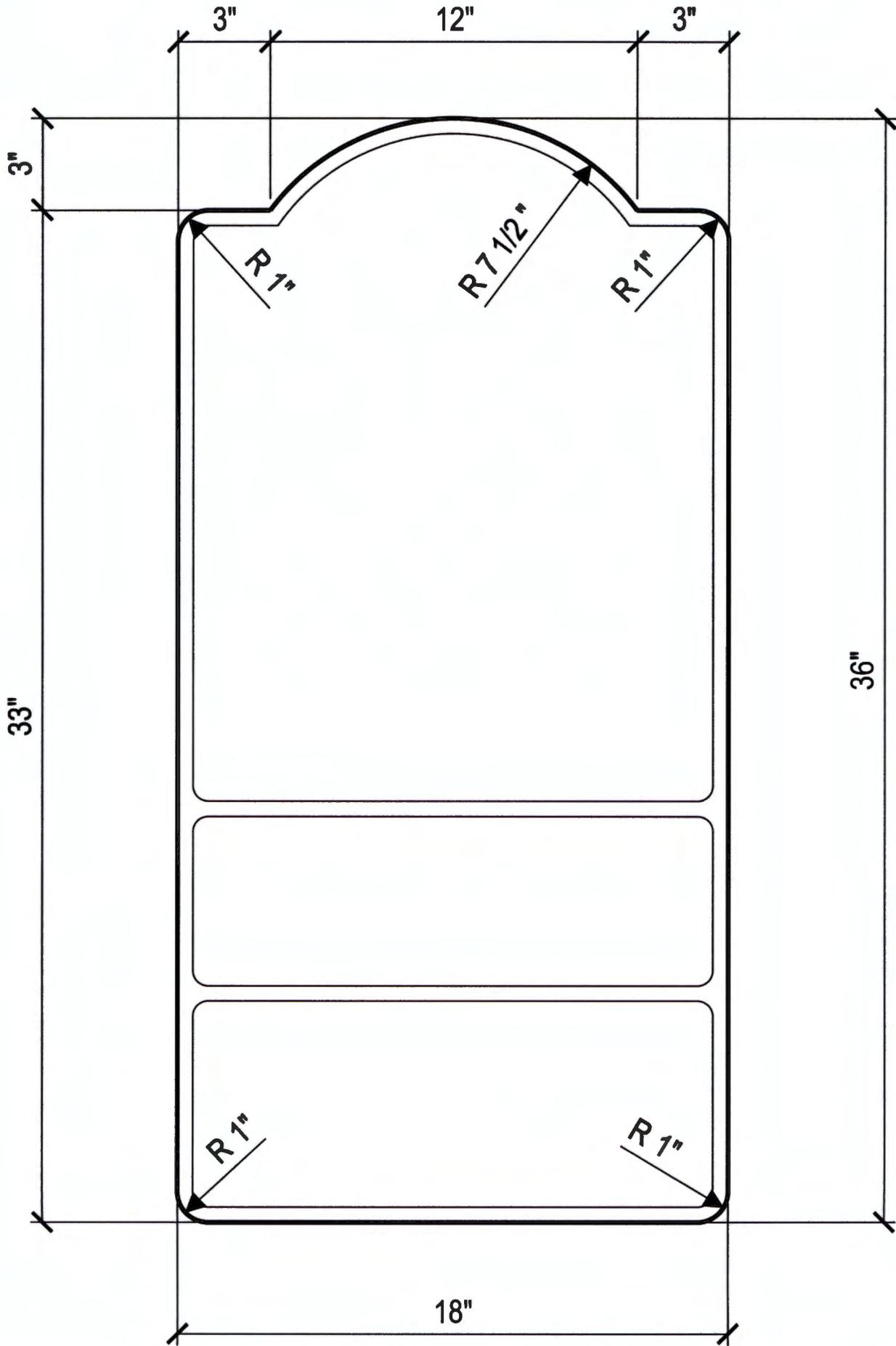
SUBMIT OR RESPOND TO A SUPPORT TICKET [HERE](#).

A DIVISION OF METICULOUS MARKETING LLC

From: Fawn Fenton [[mailto:ffenton@\[REDACTED\]architects.com](mailto:ffenton@[REDACTED]architects.com)]
Sent: Friday, July 28, 2017 2:21 PM
To: Jeff Fenton
Subject: Sign!

Whee.... Autocad finally came up!
I changed the layer names to be descriptive of exactly what they are. I added a layer for the 1/4" outside bleed lines. Let me know if this isn't what you wanted.

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Jeff Fenton

From: Fawn Fenton <ffenton@[REDACTED]architects.com>
Sent: Wednesday, July 26, 2017 6:48 PM
To: Jeff Fenton
Subject: FW: Hikvision Video Surveillance | Scheduling a Lunch & Learn

Heh, FYI....

From: Zach.Geiser [mailto:Zach.Geiser@hikvision.com]
Sent: Wednesday, July 26, 2017 12:27 PM
To: Fawn Fenton <ffenton@[REDACTED]architects.com>
Subject: RE: Hikvision Video Surveillance | Scheduling a Lunch & Learn

Hi Fawn,

Not a problem and thank you for the information. If the high school would like to look into Hikvision solutions, please feel free to pass my information along. On average we are able to save 30% on cost in comparison to our competitors, which is often key in being able to provide quality systems to education projects as they tend to have tighter budgets. We also have 3-5yr warranties, and have a product failure rate less than 1%.

If I can be of any help on future projects, please do not hesitate to reach out as I am happy to consult with you. I will also be sure to get you're A&E online portal registration approved so that you have access to the resources there.

Have a great day!

Best Regards,

Zach Geiser

Business Development Associate
A&E Program, Mid-Atlantic
NJ • PA • MD • DE • DC • VA • WV • TN • KY
☎ 609.235.2624
✉ zach.geiser@hikvision.com

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From: Fawn Fenton [mailto:ffenton@[REDACTED]architects.com]
Sent: Monday, July 24, 2017 6:04 PM
To: Zach.Geiser
Subject: RE: Hikvision Video Surveillance | Scheduling a Lunch & Learn

Hi Zack,

Thanks for following up. My apologies for not getting back to you earlier; I am working on a project where the client had decided they wanted a video surveillance system (at a new restroom/concessions/meeting building of a high school track and football field that we are building), and I had started researching possible systems; however, the school decided they will provide the security system under a separate contract themselves, so that is not in my scope of work now. I will certainly let you know if we come across another opportunity in the future; I have always heard good things about HikVision's systems.

We are a small architectural office, and we do not normally entertain lunch-n-learns; myself and Ken Adkisson are the only two licensed architects, and we typically pursue education on separate paths. In any case, I am glad to have your contact information now, and will keep you on file if we can use your services on a future project.

Best wishes,

Fawn Fenton
[REDACTED] Architects, Inc.
3322 West End Ave., Suite 103
Nashville, Tennessee 37203
(615) 298-9829
ffenton@[REDACTED]architects.com

From: Zach.Geiser [mailto:Zach.Geiser@hikvision.com]
Sent: Monday, July 24, 2017 3:11 PM
To: Fawn Fenton <ffenton@[REDACTED]architects.com>
Subject: Hikvision Video Surveillance | Scheduling a Lunch & Learn

Hi Fawn,

My name is Zach Geiser, and I am the Mid-Atlantic A&E Business Development Manager at Hikvision – world's largest video surveillance manufacturer.

I will be in the Tennessee region either the last week in August, or 1st week in September, and I am curious if might we be able to arrange a Lunch N' Learn with the electrical engineering, technology integration, or security design team sometime within that timeframe? Our objective would be to introduce Hikvision at a high level, review our latest products and technologies, as well review our recently implemented A&E program / online portal. I would greatly appreciate the opportunity, and would be great to learn how I can best be a resource to Adkisson& Assoc. on projects with a CCTV element moving forward. My goal is to make the design/specification process as easy as possible, as Hikvision would love to be considered as an approved equal manufacturer / the basis of on various projects whenever possible!

Thank you for your time & assistance - I look forward to your feedback and the prospect of meeting you in person! Feel free to let me know any available dates you might have from **August 28th to September 8th**, and I will be happy to pencil in the date and send over a meeting invitation.

Have a great day!

Best Regards,

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Zach Geiser

Business Development Associate
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TNJ: On the Hill

The Tennessee Journal's updates on Tennessee government & politics

◀ More legislator campaign spending: 3 bought passports, 10 paid family
Trump announces Sen. Mark Green as Army Secretary ▶

TN Supreme majority: Police can ignore 'no trespassing' signs

Published April 7, 2017 | By Tom Humphrey

News release from Administrative Office of the Courts

Nashville, Tenn. - A majority of the Supreme Court has ruled that, despite the existence of "no trespassing" signs near an unobstructed driveway, police officers' warrantless entry onto the defendant's property was constitutionally permissible.

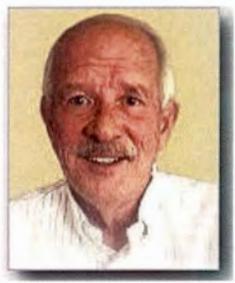
This matter arose when two investigators went to a different residence after receiving information regarding a pseudoephedrine purchase. One of the individuals at that residence informed the officers that he had given the pills to the defendant who lived next door and who was in the process of using them to produce methamphetamine. The officers then left that residence and drove down the defendant's unobstructed driveway and walked up to his front porch.

Upon smelling the odor of the manufacture of methamphetamine when the defendant opened his door, the officers requested consent to enter the residence. When the defendant denied consent, the officers forced entry and discovered an active methamphetamine lab, several inactive labs, various items commonly associated with methamphetamine manufacture, and several guns.

Prior to trial, the defendant filed a motion to suppress evidence obtained as a result of the warrantless entry onto his property, claiming that, because he had posted "No Trespassing" signs near his driveway, the officers' entry onto the property without a warrant violated both the United States and Tennessee Constitutions.

The trial court denied the defendant's motion to suppress. The defendant then proceeded to trial and was convicted by a jury of resisting arrest, promoting the manufacture of methamphetamine, initiating the manufacture of methamphetamine, and two counts of possession of a firearm during the commission of a dangerous felony.

The Supreme Court granted the defendant's application for permission to appeal from the Court of Criminal Appeal's decision affirming the trial



Tom Humphrey

ABOUT THIS BLOG

Former Knoxville News Sentinel capitol bureau chief Tom Humphrey writes about Tennessee politics, government, and legislative news.

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court judgments in order to consider the legality of the police officers' warrantless entry onto the defendant's property.

In the majority opinion authored by Chief Justice Jeffrey S. Bivins, the Court determined that the defendant "failed to demonstrate that he had a reasonable expectation that ordinary citizens would not occasionally enter his property by walking or driving up his driveway and approaching his front door to talk with him 'for all the many reasons that people knock on front doors.'" Therefore, the Court held, the police officers' warrantless entry did not violate the United States or Tennessee Constitutions.

Justice Sharon G. Lee dissented from the Court's decision. She concluded that **the police had no right to ignore the multiple "No Trespassing" signs Mr. Christensen posted at the entrance to his driveway and enter the area around his home without first getting a warrant.** As a result, the search of Mr. Christensen's home violated his rights under the United States and Tennessee Constitutions. Justice Lee wrote that **citizens should not have to barricade their homes with a fence and a closed gate, perhaps even a locked gate, to protect their constitutional rights.** In Justice Lee's view, **the ability to prevent the public, including the police, from entering one's home and the land around it should be available to all citizens.**

Note: The majority ruling is [HERE](#). Justice Lee's dissenting opinion is [HERE](#).

votes to confirm Overbey as U.S. attorney for East TN

- Attorneys General reach \$120M settlement with General Motors
- TN unemployment rate falls to lowest level ever recorded (again)

Archives

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IN THE SUPREME COURT OF TENNESSEE
AT JACKSON

June 2, 2016 Session Heard at Nashville

STATE OF TENNESSEE v. JAMES ROBERT CHRISTENSEN, JR.

Appeal by Permission from the Court of Criminal Appeals
Circuit Court for Tipton County
No. 7799 Joseph H. Walker III, Judge

No. W2014-00931-SC-R11-CD – Filed April 7, 2017

SHARON G. LEE, J., dissenting.

The maxim, “every man’s house is his castle,” is deeply rooted in our jurisprudence. *Weeks v. United States*, 232 U.S. 383, 390 (1914). It applies whether the house is a castle or a cottage—a mansion or a mobile home.¹ The right to retreat into the privacy of one’s home and be free from governmental intrusion is a basic tenet of the Fourth Amendment to the United States Constitution and Article I, section 7 of the Tennessee Constitution. Our homes and adjoining land are protected spaces; governmental officers must have a warrant, absent special circumstances, to intrude onto this private area.

Today, the Court holds that the posting of multiple “No Trespassing” signs is not enough to protect our constitutional rights against a warrantless search and that it may take “a fence and a closed gate that physically block access to the front door of a house” to revoke the implied license to enter the land around a residence.

I disagree that we must barricade our homes with a fence and a closed gate, and perhaps even a locked gate, to protect our constitutional rights against warrantless searches. This option is rarely convenient, affordable, practical, or even possible. Revocation of implied consent to enter one’s property should be available to all—not just to those citizens who can afford to erect a fence and a gate and live in an area where this form of barricade is possible.

¹ “The poorest man may in his cottage bid defiance to all the forces of the Crown. It may be frail; its roof may shake; the wind may blow through it; the storm may enter; the rain may enter; but the King of England cannot enter—all his force dares not cross the threshold of the ruined tenement!” *Miller v. United States*, 357 U.S. 301, 307 (1958) (quoting remarks of William Pitt, Earl of Chatham, during 1763 debate in Parliament) (internal quotation marks omitted).

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A search occurs when the government obtains information through an actual physical intrusion into a constitutionally protected area² or by violating a person’s reasonable expectation of privacy.³ By ignoring the “No Trespassing” signs, the officers physically intruded into Mr. Christensen’s constitutionally protected area and violated his reasonable expectation of privacy.

Physical Intrusion

A person’s right to retreat into his home and be free from unreasonable government searches and seizures stands at the very core of the Fourth Amendment’s protections.⁴ “This right would be of little practical value if the State’s agents could stand in a home’s porch or side garden and trawl for evidence with impunity” *Jardines*, 133 S. Ct. at 1414. The protections of the Fourth Amendment extend to the curtilage of a home. *Id.* (quoting *Oliver v. United States*, 466 U.S. 170, 180 (1984)).

Visitors have an implied license to enter another person’s property and step onto the front porch. The Supreme Court has held that “the knocker on the front door is treated as an invitation or license to attempt an entry, justifying ingress to the home by solicitors, hawkers and peddlers of all kinds.” *Id.* at 1415 (quoting *Breard v. Alexandria*, 341 U.S. 622, 626 (1951)).⁵ This license also extends to law enforcement. *Id.* at 1416 (“[A] police officer not armed with a warrant may approach a home and knock, precisely because that is ‘no more than any private citizen might do.’” (quoting *King*, 563 U.S. at 469)).

A citizen may revoke the public’s implied license to enter his property. Police officers may lawfully “knock and talk” at a citizen’s front door without having probable cause or reasonable suspicion, but *not* when the citizen has expressly revoked the implied

² *Florida v. Jardines*, 133 S. Ct. 1409, 1414 (2013) (quoting *United States v. Jones*, 565 U.S. 400, 406 n.3 (2012)).

³ *Katz v. United States*, 389 U.S. 347, 360 (1967) (Harlan, J., concurring); *see also Jardines*, 133 S. Ct. at 1417.

⁴ *Silverman v. United States*, 365 U.S. 505, 511 (1961); *see also Kentucky v. King*, 563 U.S. 452, 474 (2011) (Ginsburg, J., dissenting) (“In no quarter does the Fourth Amendment apply with greater force than in our homes”).

⁵ *See also State v. Cothran*, 115 S.W.3d 513, 522 (Tenn. Crim. App. 2003) (“A sidewalk or pathway leading from a public street to the front door of a residence represents an ‘implied invitation’ to the public to use the pathway in pursuing legitimate business or social interests with those inside the residence.” (quoting *State v. Harris*, 919 S.W.2d 619, 623 (Tenn. Crim. App. 1995))).

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license to enter. *State v. Blackwell*, No. E2009-00043-CCA-R3-CD, 2010 WL 454864, at *7 (Tenn. Crim. App. Feb. 10, 2010).⁶

Mr. Christensen sufficiently revoked the public’s implied license to enter his property by posting multiple “No Trespassing” and “Private Property” signs near the entrance to his driveway. A person need not have a law degree or an understanding of the various legal nuances of “trespass” discussed by the Court to know that these signs meant visitors were not welcome. Ms. Tammy Atkins, who visited homes in the area to share her faith, understood the meaning of the signs. She testified there were several “No Trespassing” signs near Mr. Christensen’s driveway, and she did not go to houses that had “No Trespassing” signs.

Courts across the country have taken different approaches when determining whether an individual has revoked the public’s implied license for entry onto his property. In Tennessee, the Court of Criminal Appeals has held that “No Trespassing” signs, even without physical barriers such as fences and gates, are sufficient to revoke the public’s implied license to enter. *Blackwell*, 2010 WL 454864, at *7 (acknowledging that a “knock and talk” is generally a lawful technique absent express orders against trespass, but the presence of a “No Trespassing” sign evidences a subjective expectation of privacy and a revocation of the implied license to enter the property); *State v. Draper*, No. E2011-01047-CCA-R3-CD, 2012 WL 1895869, at *1, *6 (Tenn. Crim. App. May 24, 2012) (quoting *Blackwell*, 2010 WL 454864, at *7) (ruling a search was illegal where an officer bypassed the front door, entered the backyard, and knew that the owner had posted “No Trespassing” signs, which effectively revoked the implied invitation of the front door); see also *State v. Henry*, No. W2005-02890-CCA-R3-CD, 2007 WL 1094146, at *5 (Tenn. Crim. App. Apr. 11, 2007) (holding a “knock and talk” permissible but noting that if there had been evidence that “No Trespassing” signs were present at the time of the search, the “knock and talk” would have been unacceptable).

⁶ See also *United States v. Taylor*, 458 F.3d 1201, 1204 (11th Cir. 2006) (“‘Absent express orders from the person in possession,’ an officer may ‘walk up the steps and knock on the front door of any man’s “castle,” with the honest intent of asking questions of the occupant thereof.’” (quoting *Davis v. United States*, 327 F.2d 301, 303 (9th Cir. 1964))); *United States v. Cormier*, 220 F.3d 1103, 1109 (9th Cir. 2000) (quoting *Davis*, 327 F.2d at 303); *United States v. Taylor*, 90 F.3d 903, 909 (4th Cir. 1996) (quoting *United States v. Hersh*, 464 F.2d 228, 230 (9th Cir. 1972)); *United States v. Holmes*, 143 F. Supp. 3d 1252, 1259 (M.D. Fla. 2015) (holding that a person may revoke the implied license but must do so expressly (quoting *Taylor*, 458 F.3d at 1204)); *State v. Grice*, 767 S.E.2d 312, 319 (N.C. 2015) (finding that the implied license to approach the front doors of homes may be limited or rescinded by clear demonstrations by the homeowners (citing *Jardines*, 133 S. Ct. at 1415–16)), cert. denied, 135 S. Ct. 2846 (2015).

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These Tennessee cases are consistent with decisions from other jurisdictions that have also determined that “No Trespassing” signs, without physical barriers, are sufficient for a person to preserve his privacy and revoke the implied license to enter his property. *See Powell v. State*, 120 So. 3d 577, 584 (Fla. Dist. Ct. App. 2013), *on reh’g* (Aug. 1, 2013) (stating that homeowners who post “No Trespassing” or “No Soliciting” signs effectively negate the license to enter the property and conduct a “knock and talk”); *State v. Roubique*, 421 So. 2d 859, 861–62 (La. 1982) (finding a “Private Road, No Trespassing” sign at the entrance to the driveway was ample evidence of the resident’s intent to preserve his privacy); *see also State v. Poulos*, 942 P.2d 901, 904 (Or. Ct. App. 1997) (indicating that “No Hunting or Trespassing Under Penalty of Law,” “KEEP OUT,” “Guard Dog on Duty,” and “STOP” signs posted along the driveway were sufficient to communicate the property owner’s intent to exclude the public even without a gate or barrier).⁷

In other jurisdictions, courts have held that the expectation of privacy and desire to restrict entry can be effectuated by either physical barriers *or* appropriate signage. *See People v. Scott*, 593 N.E.2d 1328, 1338 (N.Y. 1992) (holding that “where landowners fence or post ‘No Trespassing’ signs on their private property or, by some other means, indicate unmistakably that entry is not permitted, the expectation that their privacy rights will be respected and that they will be free from unwanted intrusions is reasonable”), *quoted in State v. Bullock*, 901 P.2d 61, 74 (Mont. 1995); *Dixson*, 766 P.2d at 1024 (stating that signs, such as “No Trespassing” signs, fences, or other similar measures indicate the property owner’s intent to protect privacy and exclude the public); *Cooksey v. State*, 350 S.W.3d 177, 184 (Tex. Ct. App. 2011) (stating that a homeowner may manifest an expectation of privacy, restrict access to pathways leading to the house, and revoke the implied license by erecting a locked gate or by posting “No Trespassing” signs); *see also State v. Hubbel*, 951 P.2d 971, 977 (Mont. 1997) (holding that the property owner had no reasonable expectation of privacy in the property leading to the front door where the property owner did not erect a fence, place a gate, plant shrubs or

⁷ Under this approach, signs may be sufficient to revoke the implied license, but they must be appropriately worded and placed. *See Holmes*, 143 F. Supp. 3d at 1262 (noting that other courts have required that the revocation of the implied license be accomplished by clear demonstrations that are unambiguous and obvious to the casual visitor); *State v. Kapelle*, 344 P.3d 901, 905 (Idaho Ct. App. 2014) (noting that where a “No Trespassing” sign is ambiguous and not clearly posted, the implied license is not revoked); *State v. Howard*, 315 P.3d 854, 860 (Idaho Ct. App. 2013) (finding that the implied license had not been revoked because the “No Trespassing” sign was very small and not easily noticed, was not posted over or next to the entrance to the curtilage, and was over a mile from the actual residence); *State v. Dixson*, 766 P.2d 1015, 1024 (Or. 1988) (en banc) (finding that “No Hunting” signs were insufficient to communicate to law enforcement an intent to exclude non-hunting access).

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bushes, or post “No Trespassing” or other signs), *as modified on denial of reh’g* (Feb. 3, 1998).

Another approach taken by courts in other jurisdictions is to determine whether the public’s implied license to enter has been revoked by considering the totality of the circumstances, with a “No Trespassing” or similar signage a factor to be considered. *See Powell*, 120 So. 3d at 584 (finding that the existence and extent of a license to conduct a “knock and talk” depends on the circumstances); *Jones v. State*, 943 A.2d 1, 12 (Md. Ct. Spec. App. 2008) (finding that “No Trespassing” signs may be considered as part of the totality of the circumstances); *State v. Kuchera*, Nos. 27375-6-II, 27376-4-II, 2002 WL 31439839, at *5 (Wash. Ct. App. Nov. 1, 2002) (holding that the presence of “No Trespassing” signs “is not dispositive of the establishment of privacy, but is a factor to be considered ‘in conjunction with other manifestations of privacy’” (quoting *State v. Johnson*, 879 P.2d 984, 992 (Wash. Ct. App. 1994))).

Under any of these approaches and particularly under existing Tennessee law, Mr. Christensen revoked the public’s implied license to enter his property. Near the entrance to his driveway, he posted two signs that said “PRIVATE PROPERTY, NO TRESPASSING” and one sign that said “NO TRESPASSING, HUNTING OR FISHING, VIOLATORS PROSECUTED, UNDER PENALTY OF LAW” and listed his phone number. These signs were clearly visible to anyone approaching his driveway from the main road. Even in the absence of a fence or other physical barrier, the signs effectively communicated Mr. Christensen’s intent to protect his privacy and exclude others from approaching his home. As the Idaho Supreme Court has said, “[C]itizens, especially those in rural areas, should not have to convert the areas around their homes into the modern equivalent of a medieval fortress in order to prevent uninvited entry by the public, including police officers.” *State v. Christensen*, 953 P.2d 583, 587 (Idaho 1998).

The Court appears to adopt the totality of the circumstances approach but then determines that an objectively reasonable person faced with a “No Trespassing” sign would not conclude that entry is barred. I disagree. Common sense tells us that “No Trespassing” signs, depending on the circumstances, can communicate the property owner’s desire not to have members of the public on his land.⁸ Moreover, a “No

⁸ *Cf. Madrugá v. County of Riverside*, 431 F. Supp. 2d 1049, 1061 (C.D. Cal. 2005) (noting that even if signs do not contain the words “No Trespassing” or “Keep Away” “[c]ommon sense and common experiences teaches us that such ‘WARNING Guard Dog’ signs are placed to dissuade people, be they intruders, sales representatives, delivery agents, or even police officers, from approaching the home. . . . [A]nyone seeing such a sign would understand that the homeowner seeks to exclude them from entering the area beyond the sign.”).

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Trespassing” sign should be of particular significance to law enforcement officers in communicating that they may need to obtain a warrant before entering the property.

“No Trespassing” signs factor into criminal trespass cases. In Tennessee, it is a crime to enter or remain on property without the owner’s consent. Tenn. Code Ann. § 39-14-405(a). A defense to this crime is that the alleged trespasser reasonably believed that he had the owner’s consent to enter the property. *Id.* § 39-14-405(b)(1). However, this defense is not available if the property owner has posted signs “visible at all major points of ingress to the property . . . and the signs are reasonably likely to come to the attention of a person entering the property.” *Id.* § 39-14-405(c).

Mr. Christensen did not just post one “No Trespassing” sign—he posted multiple signs near the entrance to his property that were clear, unambiguous, and obvious to anyone approaching his driveway. These signs adequately communicated Mr. Christensen’s intent to revoke the implied license to enter his property. Under the facts of this case, law enforcement officers should have heeded the signs and taken the appropriate steps to obtain a search warrant.

Expectation of Privacy

Without a physical intrusion, a search can occur when the government violates a subjective expectation of privacy that society is prepared to recognize as reasonable. *Katz*, 389 U.S. at 361 (Harlan, J., concurring).⁹ To determine whether a search has occurred under the *Katz* analysis, courts consider whether the individual had an actual, subjective expectation of privacy and whether society will view the individual’s subjective expectation of privacy as reasonable and justifiable under the circumstances. *State v. Talley*, 307 S.W.3d 723, 730 (Tenn. 2010) (quoting *State v. Munn*, 56 S.W.3d 486, 494 (Tenn. 2001)).

In deciding whether Mr. Christensen had an actual, subjective expectation of privacy, we apply a multi-factor test that inquires into whether the defendant owns the property seized; has a possessory interest in the thing seized and the place searched; has the right to exclude others from that place; has shown a subjective expectation that the

⁹ See also *Jardines*, 133 S. Ct. at 1417 (“The *Katz* reasonable-expectations test ‘has been *added to*, not *substituted for*,’ the traditional property-based understanding of the Fourth Amendment, and so is unnecessary to consider when the government gains evidence by physically intruding on constitutionally protected areas.”); *Jones*, 565 U.S. at 407 (“*Katz* did not erode the principle ‘that, when the Government *does* engage in physical intrusion of a constitutionally protected area in order to obtain information, that intrusion may constitute a violation of the Fourth Amendment.’” (quoting *United States v. Knotts*, 460 U.S. 276, 286 (1983) (Brennan, J., concurring))).

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place would remain free from governmental invasion; took normal precautions to maintain his privacy; and was legitimately on the premises. *State v. Ross*, 49 S.W.3d 833, 841 (Tenn. 2001) (quoting *United States v. Haydel*, 649 F.2d 1152, 1154–55 (5th Cir. 1981)); see also *Talley*, 307 S.W.3d at 730–31.

Under this test, Mr. Christensen had an actual, subjective expectation of privacy in his property. He owned the property, had a possessory interest in the place searched, had the right to exclude others from the property, showed a legitimate interest in keeping others off his property, took precautions to maintain his privacy by posting multiple “No Trespassing” signs, and was legitimately on the premises.

To determine whether society views Mr. Christensen’s subjective expectation of privacy as reasonable and justifiable, we consider factors such as the “intention of the Framers of the Fourth Amendment, the uses to which the individual has put a location, and our societal understanding that certain areas deserve the most scrupulous protection from government invasion.” *Oliver*, 466 U.S. at 177–78 (citations omitted).

Privacy expectations are heightened in the home and the adjacent area. See *Dow Chem. Co. v. United States*, 476 U.S. 227, 237 n.4 (1986). The Court in *Katz* held that “[w]hat a person knowingly exposes to the public, even in his own home or office, is not a subject of Fourth Amendment protection. But *what he seeks to preserve as private, even in an area accessible to the public, may be constitutionally protected.*” *Katz*, 389 U.S. at 351 (emphases added) (citations omitted).

Mr. Christensen did not expose his home and the adjoining property to the public; instead, he tried to protect his property by posting multiple signs clearly communicating that visitors were not welcome. If multiple “No Trespassing” signs are not sufficient to convey a property owner’s intent to exclude the public from his property, then the constitutional protections against unreasonable searches may be beyond the grasp of ordinary citizens for whom the posting of “No Trespassing” signs is the only feasible option.

Mr. Christensen’s expectation of privacy by the posting of multiple “No Trespassing” signs was reasonable and justifiable under the circumstances. Police officers violated Mr. Christensen’s reasonable expectation of privacy when they entered his land without a warrant despite the “No Trespassing” signs.

Conclusion

For the reasons stated, law enforcement officers conducted an illegal search of Mr. Christensen’s property, and the evidence obtained from the search should be suppressed.

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The Court’s decision that multiple “No Trespassing” signs are not sufficient to revoke the implied license for entry denies ordinary citizens the protections of the United States and the Tennessee Constitutions against warrantless searches. The result is that only citizens wealthy enough and situated in an area where they can “convert the areas around their homes into the modern equivalent of a medieval fortress,” *Christensen*, 953 P.2d at 587, may protect themselves from governmental intrusion and invasion of privacy.

SHARON G. LEE, JUSTICE

ATTACHMENT 4 - FORM MOTION FOR EXTENSION

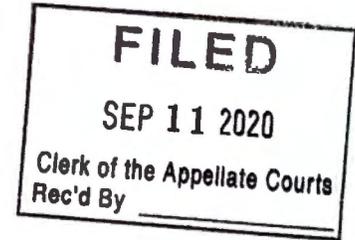
IN THE COURT OF APPEALS COURT FOR THE STATE OF TENNESSEE
[Insert which appellate court]

MIDDLE DIVISION SECTION AT NASHVILLE
[Insert which Grand Division] [Insert which city]

JEFFREY RYAN FENTON,)
[Insert Name of Party])
Plaintiff/ Appellant,)
[Insert Appellant or Appellee])
Appeal No. M2019-02059-COA-R3-CV)
_____)
[Insert Appeal No.])

v.)

FAWN TIFFANY FENTON,)
[Insert Name of Party])
Defendant/ Appellee,)
[Insert Appellant or Appellee])



Motion for Extension of Time for Filing Brief

Appellant requests 122 days extension of time within which to file a
[Insert Appellant/Appellee]

brief from the original due date of 7/15/2020, in this case.

This is Movant's: ___ 1st : X 2nd : ___ (Other) request for extension in this case.

Opposing Counsel: _____ Does Not object to this motion.
[check one] _____ Objects
_____ Called, unable to reach and left message

Reason (Good Cause) for Extension:

I have and continue to exert my honestly most vigorous efforts to be heard by this Court, despite the enormous challenges which it presents me. As with most things in my life, due to my disabilities, I have significantly underestimated the amount of TIME and work which each communication with the Court has and will likely take me.

For the past month, I have steadfastly worked upon writing only FOUR MOTIONS (alternately), ONE Motion to Supplement the Record, and ONE Motion to Correct the Record. Repeatedly, day after day, with each document becoming 20 - 40 pages long every time, while yet remaining unfinished! My goal is to explain briefly (1) why the content wasn't originally included or needs to be corrected, in the Record (2) explain the relevance and importance of the content, (3) and why

the content is "necessary to convey a fair, accurate and complete account of what transpired in the trial court with respect to those issues that are the bases of (my) appeal." In accordance with T.R.A.P. RULE 24(g).

I try DAY AFTER DAY, to start with a blank document, to keep this down to a few pages, but I just cannot do it. I have so much pent-up emotion about how unfairly I believe that I was treated. No matter how many times I re-write this, without professional legal help, I simply have no idea how much "justification" is required, to substantiate my requests. Meanwhile, I'm seriously behind schedule, feeling the urgency and pressure of the upcoming deadlines.

I've been working on this for over 30 hours straight right now, in hopes of getting something of meaning into the court before the weekend, where if I can't confirm an extension first, I'll need to stay awake for most of the weekend, drafting the brief however I can figure to cite it, adding in the necessary content to have any chance at a fair trial, as almost all of Ms. Story's NARRATIVE was falsely presented from the start, I believe to assassinate my character in the eyes of the court, before I ever even entered a court room.

If your Honor would PLEASE simply LISTEN to the attached AUDIO from my 8/29/2019 court hearing (M2019-02059 Transcript of Evidence-2b (audio).mp3) with Chancellor Michael W. Binkley and Ms. Virginia Lee Story, while "FACT CHECKING" what they BOTH SAID, with the "2019-08-29 FACT CHECKING PROOF OF FALSE TESTIMONY IN WILLIAMSON CHANCERY TO HUSBANDS TREMENDOUSLY UNFAIR LOSS (compare with audio).pdf" attached, I'm hopeful that it will be clear that I did NOT receive a FAIR and UNBIASED TRIAL!

If you can derive that, then PLEASE provide me with an extension ALONG with COUNSEL so that I will have SOME OPPORTUNITY to obtain some realistic CURE from the parties involved. My ex-wife is destroyed right now, financially, emotionally, bankrupt, unemployed, depressed, hopeless, I fear for her safety from herself, having been suicidal after her previous divorce. I wish NOT to harm her in any way! I further wish to PROTECT her from Ms. Story throwing my ex-wife "under the bus", when the TRUTH comes out about Ms. Story's FALSE testimony in my case.

I try every day, but it is one thing to need to refute a few false claims, while I am up against an entire SYSTEM maliciously twisted by Virginia Lee Story to cause me as MUCH HARM AS IS IMAGINABLY POSSIBLE!

I can keep writing frantically every day... trying to send in more EVIDENCE... I literally have probably a THOUSAND pages... recorded phone calls, all SORTS.. but I am so OVERWHELMED! I can't realistically REACH A CURE without SOME LEGAL HELP, which I believe that the extreme nature of the situation, and the tremendous loss which I suffered, I don't see ANY way for me to prevail against the "bad actors" in my forced sale/default op/default divorce, without some substantial legal HELP!

Even if I do all the FOOT WORK, and I just am awarded TIME and SOMEONE whom I can consistently counsel with over the phone, who can tell me HOW to seek awards against all the parties involved. That would be tremendously helpful!

PLEASE ADD the attached TRANSCRIPTS, both audio and print, from the 2019-08-29 Hearing, as "TRANSCRIPTS OF EVIDENCE" for my Record!

Please also add to my Record the "2019-08-29 FACT CHECKING PROOF OF FALSE TESTIMONY IN WILLIAMSON CHANCERY TO HUSBANDS TREMENDOUSLY UNFAIR

LOSS (compare with audio).pdf”, as I believe that is a quick and easy “FACT CHECKER”, without which, it sounds like the NARRATIVE in court might actually be ACCURATE, however I don’t believe that it is!

Please also add to my Record the “FAWNS NOT A VICTIM.pdf” It merely helps CLEARLY EXPOSE the fact that my OP was never NEEDED to protect my ex-wife! Ms. Fenton is a FIREARMS EXPERT, all the GUNS in the photos are HERS, the 5,000 rounds of ammo are all HERS, the 2 assault rifles are HERS, the photos in the Nevada Desert shooting are of HER! This OP was merely a tactic to TRAP ME while they pounced on me! Even if that hasn’t been proven to your satisfaction, please attach this to my Record, that I may better argue this later in my brief.

I don’t understand how to fill in the number of days which I’m requesting an additional extension for, since it refers back to the original date. My intent herein, is to REQUEST 60-DAYS MORE PLEASE!

Please don’t add my two “UNFINISHED DRAFTS” yet, I plan to finish those first. I just wanted to exhibit that I am TRYING, and they are both factual to my knowledge, just not finished and “polished” yet.

Thank you for any HELP which you can provide!

Jeffrey Ryan Fenton

Declaration

I, JEFFREY RYAN FENTON, declare under penalty of perjury that the foregoing is true
[Insert Appellant/Appellee or counsel]
and correct to the best of my knowledge.



[Signature of Appellant/Appellee or counsel]

JEFFREY RYAN FENTON (pro se)
[Print Name of Appellant/Appellee or counsel]

FILED
09/15/2020
Clerk of the
Appellate Courts

IN THE COURT OF APPEALS OF TENNESSEE
AT NASHVILLE

FAWN TIFFANY FENTON v. JEFFREY RYAN FENTON

**Chancery Court for Williamson County
No. 48419B**

No. M2019-02059-COA-R3-CV

ORDER

The appellant has moved for an additional sixty day extension of time within which to file his brief. We find good cause to grant the appellant an additional thirty days.

The appellant also requests appointment of counsel. With the exception of a few specific types of proceedings, primarily those involving the termination of parental rights, there is no absolute right to counsel in a civil case. *Bell v. Todd* 206 S.W.3d 86, 92 (Tenn. Ct. App. 2005); *Memphis Bd. of Realtors v. Cohen*, 786 S.W.2d 951, 953 (Tenn. Ct. App. 1989). Unlike indigent defendants in criminal cases, indigent civil litigants have neither the constitutional nor the statutory right to appointed counsel. *Hessmer v. Miranda*, 138 S.W.3d 241, 245 (Tenn. Ct. App. 2003). Thus, we deny the request for appointment of counsel.

It is, therefore, ordered that the time for filing the appellant's brief is extended through October 15, 2020. No further extensions will be granted absent a showing of exigent circumstances. The request for appointment of counsel is denied.

PER CURIAM

No one shall be subjected to torture or to cruel, inhuman or degrading treatment or punishment.

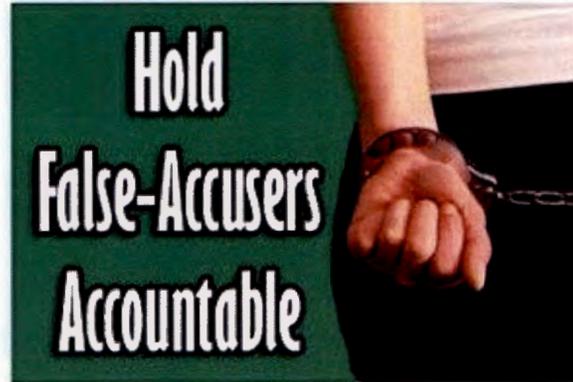
UNIVERSAL DECLARATION OF HUMAN RIGHTS (1948, art. 5)
INTERNATIONAL COVENANT ON CIVIL AND POLITICAL RIGHTS (1976, art. 7)

[T]he term "torture" means any act by which severe pain or suffering, whether physical or mental, is intentionally inflicted on a person for such purposes as obtaining from him or a third person information or a confession, punishing him for an act he or a third person has committed or is suspected of having committed, or intimidating or coercing him or a third person, or for any reason based on discrimination of any kind, when such pain or suffering is inflicted by or at the instigation of or with the consent or acquiescence of a public official or other person acting in an official capacity. It does not include pain or suffering arising only from, inherent in or incidental to lawful sanctions.

CONVENTION AGAINST TORTURE AND OTHER CRUEL, INHUMAN OR DEGRADING TREATMENT OR PUNISHMENT (1984, art. 1, para.1)

Petition details Comments Updates

🔒 Petition Closed



STOP false allegations to get Order of Protections in Tennessee & hold false accusers accountable!

This petition had 1,837 supporters



B K started this petition to Senator Bob Corker and [5 others](#)

I hope of bringing to your attention a dire injustice that is occurring in our state as well as many others across the US. Laws enacted to protect the victims of the vile crime of domestic violence are being misused by both citizens as well as law enforcement, and in this process innocent men & women's lives are being destroyed. In Tennessee, the burden of proof is being thrown out and the simple word of the accuser is being taken without question, **without the accused even being allowed to speak**. True victims of domestic violence find this to be deplorable. Not only can a woman or man falsely accuse a person of domestic violence without fear of consequence, but the accused person has no voice against the accuser. The accuser can be a mentally disturbed individual using such laws to enact her/his revenge against a man or woman who simply does not want to be in a relationship anymore, and the *accuser's word is automatically taken, even when no evidence is in place*. The man or woman in such cases is automatically arrested, forced to leave their own home, injunctions are automatically set in place, and even if he

or she is able to prove their innocence in court they have lost months of their life due to the fact that the accuser cried wolf. Worse yet are the cases of these innocent people who are poor and have no means to hire private attorneys. Their public defenders assume they are guilty and therefore do only the bare necessities to be their legal voice. We are *not in any way asking for a revocation of the laws that protect true victims of domestic violence.* Our wish is that these laws be revisited and indications made to allow for criminal and civil prosecution when someone, whether male or female, has misused these laws in a vindictive and cunning way. We also would ask that law enforcement officers, public attorneys, and judges be forced to recognize the precept that the accused is innocent until proven guilty.

IT'S TIME FOR THIS TO STOP AND MAKE THE FALSE ACCUSERS PAY FOR THEIR ACTIONS!

Reasons for signing



Renee Roekl · 7 years ago

I'm appalled at how easy they make these things to get. False accusers need to be punished severely.

♡ 241 · Report



Anonymous Friend · 7 years ago

I've known Betty, the woman who started this petition, for at least 18 years. We used to work together and even though we don't talk as often as we should we've remained friends through the years. I want everyone to know she has always been a sweet and very kind person. She especially has a soft spot for animals. In all the years I've known her she's been a business owner and hard worker. When she owned The Dam Store and the little market on the Parkway she was always helping people out in the community, including my family. I feel blessed to know Betty, as do many others I've talked to. I also remember her telling me years ago, how she would love to leave Ned and live by herself with her birds. I also know Ned. I work for Sevier County and she told me what was going on the day before all this nonsense happened. When she told me about what was going on I was blown away. Goes to show, no matter how long you're married or live with someone, you don't ever really know them. Mr. Crowder and others at the jail knew this

was nonsense but said Ned was very convincing when he swore his statement to the judge and that's why this temporary order was granted. She was at the jail the day before to tell them Ned was getting ready to file an order of protection or restraining order on her. She was asked if she wanted to see the judge and swear out an order against Ned. Against her better judgement she didn't file one first. She told me at the time she felt she had no reason to and didn't want to "just file a report" for nothing.

I agree whole heartedly that men and women filing false statements to get these order of protections need to be prosecuted. I'm all for making the first example out of Ned Lines. He weighs 200+ pounds Betty is a petite 110 pounds, I ask you who's going to cause who "bodily harm".

♡ 199 · Report

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✕

Decision makers

Bob Corker
Senator

Dale Carr
State Representative

Bill Lee
Governor

Doug Overbey
State Senator

James Dunn
District Attorney General

Robert E. Cooper Jr
Attorney General

Tenn. Code § 39-16-403

Section 39-16-403 - Official oppression

(a) A public servant acting under color of office or employment commits an offense who:

(1) Intentionally subjects another to mistreatment or to arrest, detention, stop, frisk, halt, search, seizure, dispossession, assessment or lien when the public servant knows the conduct is unlawful; or

(2) Intentionally denies or impedes another in the exercise or enjoyment of any right, privilege, power or immunity, when the public servant knows the conduct is unlawful.

(b) For purposes of this section, a public servant acts under color of office or employment if the public servant acts, or purports to act, in an official capacity or takes advantage of the actual or purported capacity.

(c) An offense under this section is a Class E felony.

(d) Charges for official oppression may be brought only by indictment, presentment or criminal information; provided, that nothing in this section shall deny a person from pursuing other criminal charges by affidavit of complaint.

T.C.A. § 39-16-403

Acts 1989, ch. 591, § 1; 1990, ch. 980, § 11.



18 U.S.C. § 1951

Section 1951 - Interference with commerce by threats or violence

(a) Whoever in any way or degree obstructs, delays, or affects commerce or the movement of any article or commodity in commerce, by robbery or extortion or attempts or conspires so to do, or commits or threatens physical violence to any person or property in furtherance of a plan or purpose to do anything in violation of this section shall be fined under this title or imprisoned not more than twenty years, or both.

(b) As used in this section-

(1) The term "robbery" means the unlawful taking or obtaining of personal property from the person or in the presence of another, against his will, by means of actual or threatened force, or violence, or fear of injury, immediate or future, to his person or property, or property in his custody or possession, or the person or property of a relative or member of his family or of anyone in his company at the time of the taking or obtaining.

(2) The term "extortion" means the obtaining of property from another, with his consent, induced by wrongful use of actual or threatened force, violence, or fear, or under color of official right.

(3) The term "commerce" means commerce within the District of Columbia, or any Territory or Possession of the United States; all commerce between any point in a State, Territory, Possession, or the District of Columbia and any point outside thereof; all commerce between points within the same State through any place outside such State; and all other commerce over which the United States has jurisdiction.

(c) This section shall not be construed to repeal, modify or affect section 17 of Title 15, sections 52, 101-115, 151-166 of Title 29 or sections 151-188 of Title 45.

18 U.S.C. § 1951

June 25, 1948, ch. 645, 62 Stat. 793; Pub. L. 103-322, title XXXIII, §330016(1)(L), Sept. 13, 1994, 108 Stat. 2147.

*HISTORICAL AND REVISION NOTES*Based on title 18, U.S.C., 1940 ed., §§420a-420e-1 (June 18, 1934, ch. 569, §§1-6, 48 Stat. 979, 980; July 3, 1946, ch. 537, 60 Stat. 420).Section consolidates sections 420a to 420e-1 of Title 18, U.S.C., 1940 ed., with changes in phraseology and arrangement necessary to effect consolidation.Provisions designating offense as felony were omitted as unnecessary in view of definitive section 1 of this title. (See reviser's note under section 550 of this title.) Subsection (c) of the revised section is derived from title II of the 1946 amendment. It substitutes references to specific sections of the United States Code, 1940 ed., in place of references to numerous acts of Congress, in conformity to the style of the revision bill. Subsection (c) as rephrased will preclude any construction of implied repeal of the specified acts of Congress codified in the sections enumerated.The words "attempts or conspires so to do" were substituted for sections 3 and 4 of the 1946 act, omitting as unnecessary the words "participates in an attempt" and the words "or acts in concert with another or with others", in view of section 2 of this title which makes any person who participates in an unlawful



AMENDMENTS

2008—Subsecs. (e) to (h). Pub. L. 110-325 added subsecs. (e) to (h).

EFFECTIVE DATE OF 2008 AMENDMENT

Amendment by Pub. L. 110-325 effective Jan. 1, 2009, see section 8 of Pub. L. 110-325, set out as a note under section 705 of Title 29, Labor.

§ 12202. State immunity

A State shall not be immune under the eleventh amendment to the Constitution of the United States from an action in¹ Federal or State court of competent jurisdiction for a violation of this chapter. In any action against a State for a violation of the requirements of this chapter, remedies (including remedies both at law and in equity) are available for such a violation to the same extent as such remedies are available for such a violation in an action against any public or private entity other than a State.

(Pub. L. 101-336, title V, §502, July 26, 1990, 104 Stat. 370.)

REFERENCES IN TEXT

This chapter, referred to in text, was in the original “this Act”, meaning Pub. L. 101-336, July 26, 1990, 104 Stat. 327, which is classified principally to this chapter. For complete classification of this Act to the Code, see Short Title note set out under section 12101 of this title and Tables.

§ 12203. Prohibition against retaliation and coercion

(a) Retaliation

No person shall discriminate against any individual because such individual has opposed any act or practice made unlawful by this chapter or because such individual made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this chapter.

(b) Interference, coercion, or intimidation

It shall be unlawful to coerce, intimidate, threaten, or interfere with any individual in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other individual in the exercise or enjoyment of, any right granted or protected by this chapter.

(c) Remedies and procedures

The remedies and procedures available under sections 12117, 12133, and 12188 of this title shall be available to aggrieved persons for violations of subsections (a) and (b), with respect to subchapter I, subchapter II and subchapter III, respectively.

(Pub. L. 101-336, title V, §503, July 26, 1990, 104 Stat. 370.)

REFERENCES IN TEXT

This chapter, referred to in subsecs. (a) and (b), was in the original “this Act”, meaning Pub. L. 101-336, July 26, 1990, 104 Stat. 327, which is classified principally to this chapter. For complete classification of this Act to the Code, see Short Title note set out under section 12101 of this title and Tables.

¹So in original. Probably should be “in a”.

CONSTITUTIONALITY

For constitutionality of section 503 of Pub. L. 101-336, see Congressional Research Service, *The Constitution of the United States of America: Analysis and Interpretation*, Appendix 1, Acts of Congress Held Unconstitutional in Whole or in Part by the Supreme Court of the United States.

§ 12204. Regulations by Architectural and Transportation Barriers Compliance Board

(a) Issuance of guidelines

Not later than 9 months after July 26, 1990, the Architectural and Transportation Barriers Compliance Board shall issue minimum guidelines that shall supplement the existing Minimum Guidelines and Requirements for Accessible Design for purposes of subchapters II and III of this chapter.

(b) Contents of guidelines

The supplemental guidelines issued under subsection (a) shall establish additional requirements, consistent with this chapter, to ensure that buildings, facilities, rail passenger cars, and vehicles are accessible, in terms of architecture and design, transportation, and communication, to individuals with disabilities.

(c) Qualified historic properties

(1) In general

The supplemental guidelines issued under subsection (a) shall include procedures and requirements for alterations that will threaten or destroy the historic significance of qualified historic buildings and facilities as defined in 4.1.7(1)(a) of the Uniform Federal Accessibility Standards.

(2) Sites eligible for listing in National Register

With respect to alterations of buildings or facilities that are eligible for listing in the National Register of Historic Places under division A of subtitle III of title 54, the guidelines described in paragraph (1) shall, at a minimum, maintain the procedures and requirements established in 4.1.7(1) and (2) of the Uniform Federal Accessibility Standards.

(3) Other sites

With respect to alterations of buildings or facilities designated as historic under State or local law, the guidelines described in paragraph (1) shall establish procedures equivalent to those established by 4.1.7(1)(b) and (c) of the Uniform Federal Accessibility Standards, and shall require, at a minimum, compliance with the requirements established in 4.1.7(2) of such standards.

(Pub. L. 101-336, title V, §504, July 26, 1990, 104 Stat. 370; Pub. L. 113-287, §5(k)(5), Dec. 19, 2014, 128 Stat. 3270.)

REFERENCES IN TEXT

This chapter, referred to in subsecs. (a) and (b), was in the original “this Act”, meaning Pub. L. 101-336, July 26, 1990, 104 Stat. 327, which is classified principally to this chapter. For complete classification of this Act to the Code, see Short Title note set out under section 12101 of this title and Tables.

AMENDMENTS

2014—Subsec. (c)(2). Pub. L. 113-287 substituted “division A of subtitle III of title 54” for “the National Historic Preservation Act (16 U.S.C. 470 et seq.)”.

CONSPIRACY AGAINST RIGHTS UNDER COLOR OF LAW

U.S. BANKRUPTCY COURT, THE MIDDLE DISTRICT OF TENN

WILLIAMSON COUNTY CHANCERY COURT AT FRANKLIN, TENN

BK: #3:19-BK-02693 | TN: #M2019-02059-COA-R3-CV | WILCO: #48419B

COUNSEL'S FINANCIAL & LEGAL LIABILITY FOR BANKRUPTCY CRIMES & EXCESSIVE COSTS (APPLICABLE) 1

Story & Ausbrooks: Counsel's Liability for Excessive Costs (APPLICABLE) 1

Signature of an Attorney on Bankruptcy Petition, Pleading, or Written Motion shall Constitute a Certification (APPLICABLE) 2

Bankruptcy Attorney's Liability for Signing of Papers; Representations to the Court; Sanctions; Verification and Copies of Papers (APPLICABLE) 3

FEDERAL RULES OF BANKRUPTCY PROCEDURE (VIOLATIONS) 6

FRBP Rule 7001: Scope of Rules of Part VII—ADVERSARY PROCEEDINGS: Required by Four Separate Factors in my Ex-wife's Undisclosed Bankruptcy (VIOLATED) 6

FRBP Rule 9011: Bankruptcy Attorney's Liability for Signing of Papers; Representations to the Court; Sanctions; Verification and Copies of Papers (VIOLATED) 8

TITLE-11: BANKRUPTCY LAWS (VIOLATIONS) 11

11 USC § 363(h)(3): CAN ONLY SELL IF the Benefit to the Estate of a Sale of such Property Free of the Interests of Co-owners Outweighs the Detriment to such Co-owners (VIOLATED) 11

11 USC § 363(b)(1): Tenants with Lawful Leasehold Interests and I were Due Notices & Hearings in FED BK Court or FED District Court, Shortly after Ex-wife Filed BK (VIOLATED) 13

11 USC § 363(e): Adequate Protection was Intentionally Circumvented by Refusing my Tenants and I Notice & Hearing in FED BK or District Court = FRBP 7001 (VIOLATED) 11

11 USC § 363(h)(3): The Benefit to the Estate, of a Sale of such Property, Free of the Interests of Co-owners, Outweighs the Detriment, if any, to such Co-owners. (Husband had NO Knowledge or Means of Knowing that ANY Mortgage Payments were Missed, since Ex-wife Promised to Pay & Controlled Access.) Husband lost over a Million-Dollar, post-tax, lifetime Property Interest, while being rendered Homeless, Broke & Destitute in TN. (I told Attorney Story that I could Borrow Money to bring the Mortgages Current, but she Insisted that it was "Already Too Far Along in the BK Process") On my first day in Court, on 8/1/2019, Before Discovery Began (VIOLATED) 11

11 USC § 363(h): Permits Sale of a Co-owner’s Interest in Property IF the Benefit to the Estate Outweighs any Detriment to the Co-owners. (Benefit to the Estate is Determined by the Amount of UNSECURED Debts which can be Paid by the Sale, above and beyond the Mortgages Secured by the Property. This Sale ONLY paid the Mortgages. It was of NO such Benefit and FAILED to Meet the Criteria to Force the Sale.) "Burdensome Asset" (VIOLATED) 14

11 USC § 541: Property of Estate— Commencement of a Bankruptcy Case Creates an Estate 16

11 USC § 541(d): Property in which the Debtor Holds, as of the Commencement of the Case (VIOLATED) 18

11 USC § 541: The House amendment provides that property of the estate will include whatever interest the debtor held in the property at the commencement of the case (VIOLATED) 19

11 USC § 541: Only the Debtor’s Interest in such Property becomes Property of the Estate (VIOLATED) 19

11 USC § 541: Both possessory interests and lease-hold interests are VALID interests which must be given consideration (VIOLATED) 20

11 USC § 541: It is not intended to expand the debtor’s rights against others more than they exist at the commencement of the case (VIOLATED) 20

11 USC § 542: Turnover of Property—Husband was the "Debtor in Possession" with two Tenant's who had Federally Protected Leasehold Interests. Husband had more premarital retirement funds invested into the purchase of the Marital Residence than Ex-wife (VIOLATED) 21

11 USC § 707(4)(C): Signature of an Attorney on a Petition, Pleading, or Written Motion shall Constitute a Certification (APPLICABLE) 22

11 USC § 1203: Rights and Powers of Debtor—I was the Debtor in Possession, Fraudulently Denied Notice, Hearing in FED Court, and an Adversarial Proceeding (VIOLATED) 23

11 USC § 1204(a): Removal of Debtor as Debtor in Possession—On request of a party in interest (had I not been denied lawful notice per FRBP-7001, I would have made such a request), the Court SHALL Order that the Debtor shall NOT be a "Debtor in Possession" for Cause, including Fraud, Dishonesty, Incompetence, or Gross Mismanagement of the Affairs (I was and remained the "Debtor in Possession" until Wrongfully Evicted on 9/3/2019, with only Five-Days Notice, by 4-Sheriff's Deputies, based upon Significant Attorney and Judicial Misconduct and Fraud Upon the Court by Officers of the Court during my Pro Se 8/29/2019 "hearing" in Chancery, without Reason Provided by Judge Michael W. Binkley. Transcripts of Evidence were hidden by Court in Volum 23

11 USC § 1205: Adequate Protection—This ENTIRE Section Applies and was KNOWINGLY (VIOLATED) by the Egregious Conspiracy Against MY Rights, Under Color of Law, with the Knowing Disregard for Bankruptcy Rules & Laws 23

11 USC § 1206: Sales Free of Interests—After Notice and a Hearing, in Addition to the Authorization contained in Section 363(f) = 363(h)3 MEANS TEST (FAILED) 24

11 USC § 1207: Property of the Estate 24

11 USC § 1208: Conversion or Dismissal—Any waiver of the right to dismiss under this subsection is unenforceable. (c) On request of a party in interest, and after notice and a hearing, the court may dismiss a case under this chapter for cause, including — (1) unreasonable delay, or gross mismanagement, by the debtor that is prejudicial to creditors; 24

TITLE-18: FEDERAL CRIMES IN THIS CASE (VIOLATIONS) 25

BANKRUPCY CRIMES (VIOLATED) 25

18 USC § 152: Concealment of Assets; False Oaths, Claims; Bribery 25

18 USC § 153: Embezzlement Against Estate 26

18 USC § 154: Adverse Interest and Conduct of Officers 26

18 USC § 156: Knowing Disregard of Bankruptcy Law or Rule 27

18 USC § 157: Bankruptcy Fraud 27

18 USC § 158: Designation of United States Attorneys and Agents of the F.B.I. 28

18 USC § 373 Solicitation to Commit a Crime of Violence (VIOLATED) 29

18 USC § 401: Power of a Court of the United States to have the Power to Punish by Fine or Imprisonment, or Both, at its Discretion, such Contempt of its Authority 29

18 USC § 402: Contempts Constituting Crimes: Any Person Willfully Disobeying any Lawful Writ, Process, Order, Rule, Decree, or Command of any District Court of the United States 29

18 USC § 241: Conspiracy Against Rights 30

18 USC § 242: Deprivation of Rights Under Color of Law 30

18 USC § 1951(b)(1), (2): Hobb’s Act "ROBBERY" & "EXTORTION"—The term "Extortion" means the obtaining of property from another, with his consent, induced by wrongful use of actual or threatened force, violence, or fear, or under color of official right (VIOLATED) 31

18 USC § 1951(a): Hobb’s Act Interference with Commerce by Threats or Violence (VIOLATED) 31

Universal Declaration of Human Rights (TORTURE): To take everything that a man has, his only income, shelter, property, pre-marital retirement (by an entirely secret, fraudulent conspiracy between powerful Courts, without a single GOOD-FAITH motive or action), in

violation of every RULE OF LAW, then to further deprive me of my LIBERTY interest by DEFAULT, without the slightest HINT of DUE PROCESS, after geographically displaced me by 600 miles, is such an egregious overstep of any lawful authority or jurisdiction, I have literally experienced LITIGIOUS TERRORISM for OVER THREE-YEARS OF OUTRAGEOUS PAIN AND SUFFERING, beyond the scope of "TORTURE" as recognized by the Universal Declaration of Human Rights! (Of which you are hereby notified that you are a party to, having REFUSED me ANY ASSISTANCE!) _____ 32

TITLE-28: JUDICIAL & JURISDICTIONAL (VIOLATIONS) _____ 33

FEDERAL JURISDICTION: Absent Abstention by the Bankruptcy Court of its Exclusive Jurisdiction over the Debtor's Property, the State Court may not Exercise Jurisdiction over Property of the Debtor or Property of the Bankruptcy Estate. _____ 33

28 USC § 1334: Bankruptcy Cases and Proceedings—DISTRICT COURTS have Original & Exclusive JURISDICTION (VIOLATED) _____ 34

28 USC § 1335: Interpleader—The DISTRICT COURTS shall have Original Jurisdiction of any Civil Action of Interpleader or in the Nature of Interpleader Filed (VIOLATED) _____ 35

28 USC § 1927: Counsel's Liability for Excessive Costs—Bankruptcy Attorney Mary Beth Ausbrooks Liable & Divorce Attorney Virginia Lee Story Liable (amongst others) _____ 36

TITLE-42: PUBLIC HEALTH AND WELFARE (VIOLATIONS) _____ 37

AMERICANS WITH DISABILITIES ACT: VIOLATIONS _____ 37

42 USC § 12202: State Immunity—Egregious ADA Violations of Disadvantaged and Vulnerable People (APPLICABLE) _____ 37

42 USC § 12203(a): Prohibition Against Retaliation and Coercion (VIOLATED) _____ 37

42 USC § 12203(b): Interference, Coercion, or Intimidation—Threats of Incarceration to Coerce my Signature on the "Listing Agreement" in Court on 8/29/2019. The Fraudulent 6-YEAR "ORDER OF PROTECTION" to EXTORT MY SILENCE (under color of official right, or law), while it was ENTIRELY FRAUDULENT, by DEFAULT JUDGMENTS after I was lawlessly RENDERED HOMELESS and DISLOCATED to the State of Michigan to SURVIVE, giving the State of Tennessee NO LAWFUL AUTHORITY or JURISDICTION to FURTHER HARM ME! (My Ex-wife's FALSE Statement about me is NOT EVEN SIGNED, which by the FEDERAL RULES OF EVIDENCE means that it is TRASH!) _____ 37

42 USC § 12203: Attorney Virginia Lee Story outrageously harrassed and even had the AUCTIONEER Tommy Anderson spy on my elderly mother and I while, followed later by his THREATS and harrassment, followed by him coming to my home and pounding on the back door, about scaring my mother to death! To threaten we hurry up and move out, or else something not to my liking was going to happen! (We tried to hurry to comply with her demands, to pack my personal property once permitted

to come do so, while she had a hearing pending the next day to DISCARD it by using a FEDERAL BK Court Order to Supersede TN STATE LAW's "Personal Property Exemption" which I had lawfully filed in Chancery Court. (This was purely the manipulation of a FRAUDULENT FEDERAL BAN..... 37

42 USC § 12203: Attorney Virginia Lee Story tried to EXTORT thousands of dollars out of my elderly mother, while THREATENING to otherwise SELL or DISCARD my PERSONAL PROPERTY, which she and Binkley FORCED me to leave at the PROPERTY under completely FRAUDULENT CLAIMS, intended to OBSTRUCT a TRIBUNMAL, while they TAG-TEAMED me during my PRO SE Hearing on 8/29/2019..... 37

42 § 1981: Equal Rights Under the Law 37

42 § 1982: Deprivation of Property Under Color of Law 37

42 § 1983: Deprivation of Rights under Color of Law 37

42 § 1985: Conspiracy Against Rights 37

42 § 1986: Action for Neglect to Prevent 37

42 § 1988: Proceedings in Vindication of Civil Rights 37

42 § 3631: Criminal Interference with Right to Fair Housing 37

HUD & FED (VIOLATIONS) 38

31 CFR Subtitle A § 5.18: How Does a Debtor Request a Special Review Based on a Change in Circumstances such as Catastrophic Illness, Divorce, Death, or Disability? (I was unlawfully DEPRIVED of any chance to even apply!) 38

31 CFR Subtitle A § 5.18(a): Material change in circumstances. A debtor who owes a Treasury debt may, at any time, request a special review by the applicable Treasury entity of the amount of any offset, administrative wage garnishment, or voluntary payment, based based on materially changed circumstances beyond the control of the debtor such as, but not limited to, catastrophic illness, divorce, death, or disability. (Criminally deprived by CONSPIRCY between State and Federal BK COURTS of any CHANCE to apply for relief.) 38

24 CFR Ch. V § 570.606: Displacement, Relocation, Acquisition, and Replacement of Housing. (a) General policy for minimizing displacement. (I was CRIMINALLY deprived of even NOTICE OF NEED, so that I could APPLY FOR ASSISTANCE before fraudulently being rendered HOMELESS (with a FIVE-DAY NOTICE, under grossly FALSE CLAIMS, with zero provision without being GEOGRAPHICALLY DISPLACED by 600 MILES to simply SURVIVE the lawless actions of BOTH State and Federal Courts in what I believe was a RICO action!) 39

FEDERAL CIVIL RIGHTS (VIOLATIONS) 42

The Federal BILL OF RIGHTS was Repeatedly and Carelessly Violated (I HAD ZERO RIGHTS IN THAT COURT, and any USE of that Court was to purely CIRCUMVENT my LAWFUL FEDERAL, Constitutional, and NATURAL RIGHTS to live through a secret conspiracy they strategically AMBUSHED ME with, to intentionally target, attack, and exploit my fully KNOWN and disclosed DISABILITIES for a STRATEGIC ADVANTAGE and to be SADISTICALLY HARM ME beyond the BENEFIT to ANY PARTY, lawful or otherwise, proving the CRUEL & INHUMANE ACTIONS of this Conspiracy against LIFE, LIBERTY, PROPERTY, while absolutely demolishing my PURSUIT OF HAPPINESS, entirely by FRAUD and an absurd number of CRIMINAL FELONIES against me and my family, not the slightest of which can be lawfully justified.

42

Amdt5.4.4.2.1: Deprivations of Liberty—The Court also appeared to have expanded the notion of “liberty” to include the right to be free of official stigmatization, and found that such threatened stigmatization could in and of itself require due process.

44

14th Amendment and Due Process: I was screamed at on the phone in a recorded call with the Chapter 7 Bankruptcy Trustee, chastising me for asserting that my 14th Amendment Constitutional Rights were Violated! Even though he admitted he didn't see the full lawful process was completed, while refusing to tell me what or who had failed to obey the FRBP and bankruptcy LAW. Telling me instead that Bankruptcy Law is the Second most Complicated Section of Code in the USA, second only to TAX LAW, SO GOOD LUCK!

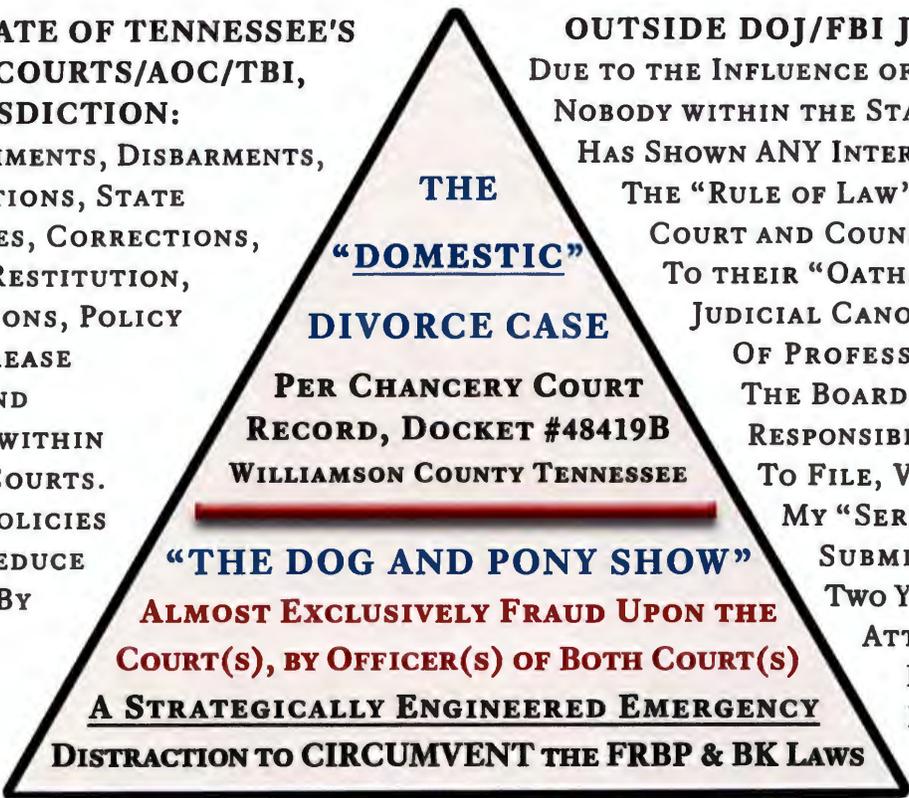
45

TENNESSEE STATE CRIMES: TCA (VIOLATIONS)

45

**INSIDE THE STATE OF TENNESSEE'S
LEGISLATURE/COURTS/AOC/TBI,
BJC & BPR JURISDICTION:**

ARRESTS, IMPEACHMENTS, DISBARMENTS,
DISCIPLINARY ACTIONS, STATE
CRIMINAL CHARGES, CORRECTIONS,
EXPUNGEMENTS, RESTITUTION,
DAMAGES, SANCTIONS, POLICY
CHANGES TO INCREASE
TRANSPARENCY AND
ACCOUNTABILITY WITHIN
ALL TENNESSEE COURTS.
MORE UNIFORM POLICIES
STATE-WIDE TO REDUCE
DISCRIMINATION BY
LOCAL RULES.
**MANDATORY
DISCLOSURES
& RECUSALS OF
HEARING CASES
BY "FRIENDS".**



OUTSIDE DOJ/FBI JURISDICTION:
DUE TO THE INFLUENCE OF THE "PLAYERS",
NOBODY WITHIN THE STATE OF TENNESSEE
HAS SHOWN ANY INTEREST IN ENFORCING
THE "RULE OF LAW" OR HOLDING THE
COURT AND COUNSEL ACCOUNTABLE
TO THEIR "OATHS OF OFFICE", THE
JUDICIAL CANONS, OR THE RULES
OF PROFESSIONAL CONDUCT.
THE BOARD OF PROFESSIONAL
RESPONSIBILITY HAS REFUSED
TO FILE, VET AND ACT UPON
MY "SERIOUS COMPLAINT"
SUBMITTED WELL OVER
TWO YEARS-AGO; AGAINST
ATTORNEYS VIRGINIA
LEE STORY, MARY
BETH AUSBROOKS,
ELAINE BEELER,
AND "FRIENDS".



INSIDE DOJ/FBI JURISDICTION
BANKRUPTCY CASE 3:19-BK-02693
FRBP 7001 ADVERSARY PROCEEDINGS
FRBP 9011 ATTORNEY CERTIFICATION
28 USC §§ 1927, 1334, 1335 — JURISDICTION
11 USC §§ 363(b)(1), (e) NOTICE & HEARING
11 USC § 363(h) SELL IF BENEFIT TO ESTATE
11 USC §§ 541, 542, 543 Estate Property/Turnover
18 USC § 241 CONSPIRACY AGAINST RIGHTS
18 USC § 242 DEPRIVATION (COLOR OF LAW)
18 USC §§ 157, 1341 BK FRAUD(s) & SWINDLES
18 USC § 1503 OBSTRUCTION OF JUSTICE
18 USC § 1519 FALSIFYING BK RECORDS
18 USC § 1951 Hobb's Act EXTORTION
18 USC § 1957 UNLAWFUL PROPERTY TRANS.

IN DOJ/FBI/TBI JURISDICTION
CONSTITUTIONAL, STATE, AND
— FEDERAL CRIMES —
COMMITTED BY BOTH COURTS
AND COUNSEL COLLUSIVELY:
CONSPIRACY AGAINST RIGHTS,
DEPRIVATION OF PROPERTY AND
LIBERTY UNDER COLOR OF LAW,
WITHOUT NOTICE/EQUAL OR DUE PROCESS.
MALICIOUS LITIGATION, ABUSE, CRUELTY,
FAILURE TO INTERVENE, NEGLECT TO
PREVENT, CIVIL RIGHTS INTIMIDATION,
COERCION, THEFT, EXTORTION, UNDER
COLOR OF OFFICIAL RIGHT, ADA COERCION
THREATS, INTERFERENCE, RETALIATION.



SYNOPSIS: Family Court Attorney, Virginia Lee Story (in Williamson County Chancery Court) Conspired with Bankruptcy Specialist, Attorney Mary Elizabeth Maney Ausbrooks (in U.S. Bankruptcy Court for the Middle District of Tennessee), well over a Month in Advance of my Ex-wife's **secret** Divorce Filing & Ambush. The Crux of this Conspiracy Conducted by Counsel, with the Fraudulent Assistance by BOTH Courts, was to CIRCUMVENT the "Federal Rules of Bankruptcy Procedure" (FRBP) and a Multitude of Federal Bankruptcy Laws, so they could Illegally FORCE the Deprivation of Multiple Property Interests (purchased/owned/held) by MYSELF in 1986 Sunnyside Drive, Brentwood, TN 37027; as well as by my two Roommates/Tenants State & Federally Protected "Leasehold Property Interests". Each of which Required an "Adversarial Proceeding", including **NOTICES & HEARINGS** in Federal District Court, or Federal Bankruptcy Court. Under the circumstances, the State Courts were specifically FORBIDDEN from Exercising Jurisdiction. The BK Trustee was REQUIRED to REMOVE the PROPERTY from my Ex-wife's **secret** "BANKRUPTCY ESTATE", as a "BURDENSOME ASSET", long before I met Judge Michael W. Binkley.

Jeff Fenton

From: Seliber, Megan (USTP) <Megan.Seliber@usdoj.gov>
Sent: Tuesday, March 15, 2022 6:08 PM
To: Jeff Fenton
Subject: Fenton 19-02693: sale motion complaint
Attachments: fenton 319-02693 deed.pdf

IF the BANKRUPTCY COURT had OBEYED the FRBP, then the Bankruptcy Trustee would have been FORCED by the Federal Bankruptcy Court or the Federal District Court to REMOVE the Marital Residence from my Ex-wife's "BANKRUPTCY ESTATE" as a "BURDENSOME ASSET" long before I ever even MET Judge Binkley! BOTH my INTERESTS and my TENANT'S LEASEHOLD INTERESTS were PROTECTED under Federal Bankruptcy Laws!

Mr. Fenton,

I further investigated your complaint that you were not given notice of the motion to sell 1986 Sunnyside Drive as a co-owner in bankruptcy court. I confirmed that you did not receive notice. ~~Because Judge Binkley gave your ex wife the power to close the sale in family court, it does not appear that any objection in bankruptcy court would have been availing even if you had been given notice.~~ For your records, I've attached the warranty deed and the family court order that was recorded.

Although you are welcome to seek bankruptcy counsel to investigate the matter further, ~~I believe that because the family court had dual jurisdiction over the property, you will need to seek any further remedy in state court. As the property has already been sold to a third party purchaser, it is also unclear if any remedies would be available.~~

This concludes my investigation into your complaint.

Best,



Megan Seliber
Trial Attorney, Office of the United States Trustee
318 Customs House, 701 Broadway
Nashville, TN 37203
(615) 695-4060

The State Court DID NOT have DUAL JURISDICTION, that is a LIE! The Federal Court always has ORIGINAL JURISDICTION, and usually EXCLUSIVE JURISDICTION over all property, where it sits, as it sits, upon the day the BANKRUPTCY IS FILED!

The State Court is actually SPECIFICALLY FORBIDDEN from taking Jurisdiction over the property because of the circumstances, and the Bankruptcy having been filed 39-DAYS before the DIVORCE!

REMEDIES are ALWAYS available for RACKETEERING and FRAUD, especially with as many bad-actors, in a Conspiracy to intentionally CIRCUMVENT the FRBP and FEDERAL BANKRUPTCY LAWS via CRIMES UNDER COLOR OF LAW, without EQUAL or DUE PROCESS, in a Corrupt State Court!

The CRIMINAL EVIDENCE of CONSPIRACY AGAINST RIGHTS (AND PROPERTY) UNDER COLOR OF LAW, FRAUD UPON BOTH COURTS, HOBBS ACT EXTORTION, and a BUNCH OF FEDERAL BANKRUPTCY CRIMES is ALL in the TIME-LINE:

DAYS between when BANKRUPTCY WAS FILED on 4/26/2019 and when DIVORCE was FILED on 6/04/2019: 39-DAYS

DAYS between when BANKRUPTCY WAS FILED on 4/26/2019 and when I was SERVED DIVORCE PAPERS 6/15/2019: 50-DAYS

DAYS between when BANKRUPTCY WAS FILED on 4/26/2019 and when fraudulent "Order of Protection Ex Parte was Served on 6/20/2019: 55-DAYS

DAYS between when BANKRUPTCY was FILED on 4/26/2019 and when I had my FIRST HEARING in CHANCERY COURT on 8/1/2019: 97-DAYS (The Bankruptcy Attorney HAD TO KNOW this far in ADVANCE, that Judge Binkley would "PLAY BALL"!)

Otherwise the Bankruptcy Attorney would have gotten CAUGHT filing a FRAUDULENT BANKRUPTCY PETITION, as would the TRUSTEE. The Bankruptcy Attorney would have been responsible for all losses, faced serious sanctions, and removal from office! She HAD TO KNOW that Judge Binkley would illegally FORCE THE AUCTION OF MY HOME, on my VERY FIRST DAY in Court, before she could WAIT for 97-DAYS for what she was REQUIRED to do within the first 14-DAYS of FILING the FRAUDULENT BANKRUPTCY!

DAYS between when BANKRUPTCY WAS FILED on 4/26/2019 and when I was FORCEFULLY EVICTED from my home on 9/3/2019: 130-DAYS

determination of personal injury awards or wrongful death claims from the bankruptcy court's core judicial authority. 28 U.S.C. § 157(b)(2)(O).

Bankruptcy courts may also hear "related non-core" proceedings. *Cf. In re Gallucci*, 931 F.2d 738 (11th Cir. 1991) (bankruptcy court may not hear non-core, nonrelated matters). A proceeding "relates to" a bankruptcy case if its outcome affects the amount of property available for distribution of the allocation of property to creditors. *In re Emerald Acquisition Corp.*, 170 B.R. 632 (Bankr. N.D. Ill. 1994). In a non-core related case, absent the consent of the parties, the bankruptcy court must submit findings of fact and conclusions of law to the district court, which then enters judgment in the case. 28 U.S.C. § 157(c)(1) and (2). Case law has defined "related proceedings" as those proceedings that, in the absence of a petition in bankruptcy, the parties could bring in a state or district court. *See Moody v. Amoco Oil Company*, 734 F.2d 1200 (7th Cir. 1984) cert. den'd, 469 U.S. 982 (1984). *See also, In re Best Prod. Co., Inc.*, 168 B.R. 35 (Bankr. S.D. N.Y. 1994).

The bankruptcy judge determines whether a matter is core or non-core. *Eubanks v. Esenjay Petro. Corp.*, 152 B.R. 459 (E.D. La. 1993). The judge may make this determination on her own motion or upon the timely motion of a party. 28 U.S.C. § 157(b)(3). The bankruptcy judge's determination that a proceeding is core -- either express or implied from his entering a final order -- is presumably subject to review on appeal. However, unless the objecting party appeals the determination in a timely fashion and the court reverses its decision, the final judgment or order will bind the parties even though the matter may have been truly non-core. *See DuVoisin v. Foster (In re Southern Indust. Banking Corp.)*, 809 F.2d 329, 331 (6th Cir. 1987).

5. Jurisdiction Over Property

28 U.S.C. § 1334(e) grants the bankruptcy court exclusive jurisdiction over all property, wherever located, of the debtor and the estate as of the commencement of the case. This section makes clear that a bankruptcy proceeding constitutes, in large measure, an in rem action for the purposes of collection, liquidation, and distribution of an estate. To this end, the bankruptcy court has exclusive jurisdiction over virtually all the debtor's property interests, disputes, ownership or lien interests in that property and about its disposition. In general, the property is accorded the bankruptcy court's protection, even if it was subject to the jurisdiction of another court at the time the bankruptcy petition was filed. This jurisdictional provision directly affects any

divorce action the non-debtor spouse may seek to commence or which is ongoing when the bankruptcy proceeding is filed. Absent abstention by the bankruptcy court of its exclusive jurisdiction over the debtor's property, the state court may not exercise jurisdiction over property of the debtor or property of the bankruptcy estate. *See e.g., In re Palmer*, 78 B.R. 402, 405-06 (Bankr. E.D.N.Y. 1987).

F. Bankruptcy Administration

One matter causing confusion and frustration to nonbankruptcy practitioners is the number of parties involved in the administration of the bankruptcy case. These parties include the bankruptcy judge, the United States Trustee's office, a panel or private trustee, the estate's professionals and, in limited circumstances, examiners. While a detailed discussion of the roles of each of these parties to a bankruptcy case would provide a topic for an entirely separate paper, a brief description is necessary for understanding the basics of bankruptcy.

1. The Bankruptcy Judge

Although technically not an "administrator," the bankruptcy judge (as described above) presides over cases and proceedings before the bankruptcy court. The role of the bankruptcy judge is comparable to that of other judges, i.e., to act as a finder of fact and to make conclusions of law based on presentation of evidence and argument to the court. The absence of the bankruptcy judge in administration is a noteworthy development of modern bankruptcy. Prior to the enactment of the Bankruptcy Code, the bankruptcy judge not only exercised judicial decision-making authority, but also supervised the administration of bankruptcy cases. The dual-role of the bankruptcy judge was, in the opinion of many, the most glaring defect in the former bankruptcy system. The very nature of administrative duties imposed by the court under the Bankruptcy Act encouraged, if not required informal contact among the bankruptcy judge, lawyers, and others participating in the bankruptcy administration. For this reason, the Bankruptcy Code separates the judicial and administrative functions. The United States Trustee's Office performs the administrative functions previously handled by bankruptcy judges.

2. The United States Trustee

The United States Trustee operates under the supervision of the United States Attorney General. The twenty-one regions, which consist of groups of federal judicial districts, comprise the United States Trustee system. 28 U.S.C. § 581(a). The Attorney General appoints a United States Trustee for each

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

In re:

§ Case No. 3:19-BK-02693

FAWN TIFFANY FENTON

§
§
§
§
§
§

Debtor(s)

**CHAPTER 7 TRUSTEE'S FINAL ACCOUNT AND DISTRIBUTION REPORT
CERTIFICATION THAT THE ESTATE HAS BEEN FULLY ADMINISTERED
AND APPLICATION TO BE DISCHARGED (TDR)**

John C. McLemore, chapter 7 trustee, submits this Final Account, Certification that the Estate has been Fully Administered and Application to be Discharged.

1) All funds on hand have been distributed in accordance with the Trustee's Final Report and, if applicable, any order of the Court modifying the Final Report. The case is fully administered and all assets and funds which have come under the trustee's control in this case have been properly accounted for as provided by law. The trustee hereby requests to be discharged from further duties as a trustee.

2) A summary of assets abandoned, assets exempt, total distributions to claimants, claims discharged without payment, and expenses of administration is provided below:

Assets Abandoned: <i>(without deducting any secured claims)</i>	\$1,250.00	Assets Exempt:	\$11,000.00
Total Distributions to Claimants:	\$3,028.98	Claims Discharged Without Payment:	\$55,593.59
Total Expenses of Administration:	\$1,371.02	ATTORNEY STORY: —	<u>\$11,514.50</u>
		(SEE PAGE-4)	\$44,079.09

3) Total gross receipts of \$4,400.00 (see **Exhibit 1**), minus funds paid to the debtor(s) and third parties of \$0.00 (see **Exhibit 2**), yielded net receipts of \$4,400.00 from the liquidation of the property of the estate, which was distributed as follows:

	CLAIMS SCHEDULED	CLAIMS ASSERTED	CLAIMS ALLOWED	CLAIMS PAID
Secured Claims (from Exhibit 3)	\$11,672.82	\$308,190.92	\$0.00	\$0.00
Priority Claims:				
Chapter 7 Admin. Fees and Charges (from Exhibit 4)	NA	\$1,371.02	\$1,371.02	\$1,371.02
Prior Chapter Admin. Fees and Charges (from Exhibit 5)	NA	\$0.00	\$0.00	\$0.00
Priority Unsecured Claims (From Exhibit 6)	\$0.00	\$0.00	\$0.00	\$0.00
General Unsecured Claims (from Exhibit 7)	\$59,845.46	\$37,324.85	\$35,314.85	\$3,028.98
Total Disbursements	\$71,518.28	\$346,886.79	\$36,685.87	\$4,400.00

4). This case was originally filed under chapter 0 on 04/26/2019. The case was converted to one under Chapter 7 on 12/06/2019. The case was pending for 13 months.

5). All estate bank statements, deposit slips, and canceled checks have been submitted to the United States Trustee.

6). An individual estate property record and report showing the final accounting of the assets of the estate is attached as **Exhibit 8**. The cash receipts and disbursements records for each estate bank account, showing the final accounting of the receipts and disbursements of estate funds is attached as **Exhibit 9**.

Pursuant to Fed R Bank P 5009, I hereby certify, under penalty of perjury, that the foregoing report is true and correct.

Dated: 01/09/2021

By: /s/ John C. McLemore
Trustee

STATEMENT: This Uniform Form is associated with an open bankruptcy case, therefore, Paperwork Reduction Act exemption 5 C.F.R. § 1320.4(a)(2) applies.

**EXHIBITS TO
FINAL ACCOUNT**

EXHIBIT 1 – GROSS RECEIPTS

DESCRIPTION	UNIFORM TRAN. CODE	AMOUNT RECEIVED
2017 Toyota Prius Mileage: 30,000 Other Information: VIN: JTDKBRFU2H3033495	1129-000	\$4,400.00
TOTAL GROSS RECEIPTS		\$4,400.00

The Uniform Transaction Code is an accounting code assigned by the trustee for statistical reporting purposes.

EXHIBIT 2 – FUNDS PAID TO DEBTOR & THIRD PARTIES

NONE

EXHIBIT 3 – SECURED CLAIMS

NONE

CLAIM NUMBER	CLAIMANT	UNIFORM TRAN. CODE	CLAIMS SCHEDULED	CLAIMS ASSERTED	CLAIMS ALLOWED	CLAIMS PAID
6	BancorpSouth Bank	4110-000	\$0.00	\$54,863.54	\$0.00	\$0.00
7	Toyota Motor Credit Corporation	4210-000	\$11,672.82	\$12,600.00	\$0.00	\$0.00
8	Specialized Loan Servicing LLC	4110-000	\$0.00	\$240,727.38	\$0.00	\$0.00
TOTAL SECURED CLAIMS			\$11,672.82	\$308,190.92	\$0.00	\$0.00

EXHIBIT 4 – CHAPTER 7 ADMINISTRATIVE FEES and CHARGES

PAYEE	UNIFORM TRAN. CODE	CLAIMS SCHEDULED	CLAIMS ASSERTED	CLAIMS ALLOWED	CLAIMS PAID
John C. McLemore, Trustee	2100-000	NA	\$1,100.00	\$1,100.00	\$1,100.00
John C. McLemore, Trustee	2200-000	NA	\$83.69	\$83.69	\$83.69
Pinnacle Bank	2600-000	NA	\$6.33	\$6.33	\$6.33
U.S. Bankruptcy Court Clerk	2700-000	NA	\$181.00	\$181.00	\$181.00
TOTAL CHAPTER 7 ADMIN. FEES AND CHARGES		NA	\$1,371.02	\$1,371.02	\$1,371.02

EXHIBIT 5 – PRIOR CHAPTER ADMINISTRATIVE FEES and CHARGES

NONE

EXHIBIT 6 – PRIORITY UNSECURED CLAIMS

CLAIM	CLAIMANT	UNIFORM	CLAIMS	CLAIMS	CLAIMS	CLAIMS
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NUMBER	TRAN. CODE	SCHEDULED	ASSERTED	ALLOWED	PAID	
1	IRS Insolvency	5800-000	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL PRIORITY UNSECURED CLAIMS			\$0.00	\$0.00	\$0.00	\$0.00

EXHIBIT 7 – GENERAL UNSECURED CLAIMS

CLAIM NUMBER	CLAIMANT	UNIFORM TRAN. CODE	CLAIMS SCHEDULED	CLAIMS ASSERTED	CLAIMS ALLOWED	CLAIMS PAID
2	Ascend Federal Credit Union	7100-000	\$12,900.65	\$12,900.65	\$12,900.65	\$1,106.50
3	Ascend Federal Credit Union	7100-000	\$4,212.89	\$5,000.00	\$2,990.00	\$256.45
4	American Express National Bank	7100-000	\$9,518.02	\$9,518.02	\$9,518.02	\$816.37
5	Capital One Bank (USA), N.A.	7100-000	\$9,906.18	\$9,906.18	\$9,906.18	\$849.66
	BanCorp South	7100-000	\$0.00	\$0.00	\$0.00	\$0.00
	Bank of America	7100-000	\$11,793.22	\$0.00	\$0.00	\$0.00
	Chase Card	7100-000	\$0.00	\$0.00	\$0.00	\$0.00
	Specialized Loan Servicing, LLC	7100-000	\$0.00	\$0.00	\$0.00	\$0.00
	Virginia Lee Story	7100-000	\$11,514.50	\$0.00	\$0.00	\$0.00
TOTAL GENERAL UNSECURED CLAIMS			\$59,845.46	\$37,324.85	\$35,314.85	\$3,028.98

INDIVIDUAL ESTATE PROPERTY RECORD AND REPORT
ASSET CASES

Case No.: 19-02693-CW3-7
Case Name: FENTON, FAWN TIFFANY
For the Period Ending: 1/9/2021

Trustee Name: John C. McLemore
Date Filed (f) or Converted (c): 12/06/2019 (c)
§341(a) Meeting Date: 01/06/2020
Claims Bar Date: 05/04/2020

1	2	3	4	5	6
Asset Description (Scheduled and Unscheduled (u) Property)	Petition/ Unscheduled Value	Estimated Net Value (Value Determined by Trustee, Less Liens, Exemptions, and Other Costs)	Property Abandoned OA =§ 554(a) abandon.	Sales/Funds Received by the Estate	Asset Fully Administered (FA)/ Gross Value of Remaining Assets
Ref. #					
1	2017 Toyota Prius Mileage: 30,000 Other Information: VIN: JTDKBRFU2H3033495	\$14,500.00	\$6,188.16	\$4,400.00	FA
2	Sofa, Rugs, End Table, Coffee Table, Bedroom Suite, Bookshelves, Gun Safe, Table & Chairs, Toaster, Pots & Pans, Misc. Household items	\$1,420.00	\$0.00	\$0.00	FA
3	TV, Tablet	\$575.00	\$0.00	\$0.00	FA
4	Breyer Horses	\$450.00	\$0.00	\$0.00	FA
5	AR15, FN-FAL, Glock 23, Rugger SP101	\$2,750.00	\$50.00	\$0.00	FA
6	Clothing/Shoes/Purse	\$500.00	\$0.00	\$0.00	FA
7	Wedding Ring \$1500 and Costume jewelry	\$1,200.00	\$300.00	\$0.00	FA
Asset Notes: Jeweler said worth \$300. Burdensome Asset.					
8	Dog, 2 Bunnies, Fish	\$0.00	\$0.00	\$0.00	FA
9	Items in storage Books, Luggage, Pet Supplies, Christmas Decorations	\$435.00	\$0.00	\$0.00	FA
10	2 Aquarium located at 102 Plum Nelly Circle	\$425.00	\$0.00	\$0.00	FA
11	Cash	\$200.00	\$0.00	\$0.00	FA
12	Checking First Farmers & Merchants	\$1,349.36	\$0.00	\$0.00	FA
13	Checking Ascend Federal CU	\$0.00	\$0.00	\$0.00	FA
14	Savings First Farmers & Merchants	\$1,350.65	\$0.00	\$0.00	FA
15	Savings Ascend Federal CU	\$272.60	\$0.00	\$0.00	FA
16	Checking MIT FCU (u)	\$255.00	\$0.00	\$0.00	FA
17	Savings MIT FCU (u)	\$200.55	\$0.00	\$0.00	FA
18	Cellphone, Laptop (u)	\$550.00	\$0.00	\$0.00	FA

TOTALS (Excluding unknown value)

\$26,433.16

\$6,538.16

\$4,400.00

Gross Value of Remaining Assets

\$0.00

INDIVIDUAL ESTATE PROPERTY RECORD AND REPORT
ASSET CASES

Case No.: 19-02693-CW3-7
Case Name: FENTON, FAWN TIFFANY
For the Period Ending: 1/9/2021

Trustee Name: John C. McLemore
Date Filed (f) or Converted (c): 12/06/2019 (c)
§341(a) Meeting Date: 01/06/2020
Claims Bar Date: 05/04/2020

1	2	3	4	5	6
Asset Description (Scheduled and Unscheduled (u) Property)	Petition/ Unscheduled Value	Estimated Net Value (Value Determined by Trustee, Less Liens, Exemptions, and Other Costs)	Property Abandoned OA =§ 554(a) abandon.	Sales/Funds Received by the Estate	Asset Fully Administered (FA)/ Gross Value of Remaining Assets

07/07/2020 PC with Virginia Story 615-790-1778 who represents the Debtor in her Williamson County Divorce (Judge Binkley)

07/02/2020 PC from Jeff Fenton?? Debtor's former husband talked with him for more than 30 minutes.

05/27/2020 Filed Mt to Allow/Disallow Claims.

05/13/2020 Email to Jodie Thresher re: claims.

04/15/2020 Fawn Fenton picked up her ring.

04/01/2020 Email to Jody Thresher and Mary Beth Ausbrooks about Debtor's ring

03/19/2020 Filed Report of Sale.

03/19/2020 Jeweler said diamond ring and wedding band was worth \$300. Burdensome asset. Will return ring to Debtor.

02/19/2020 Gave diamond ring and wedding band to Bobby Colson who will get a valuation.

02/10/2020 Filed Mt to Sell Equity in Vehicle to Debtor for \$4,400.

02/03/2020 Claims bar 5/4/2020.

01/30/2020 Debtor wants to buy equity in vehicle

01/30/2020 Email to Jodie Thresher about wedding ring.

01/28/2020 Calculation of value of equity in 2017 Toyota Prius

01/20/2020 PC with Paul Spina counsel for Toyota Motor Credit.

01/08/2020 Email from Jodie Thresher, Debtor's attorney - Just wanted to give you a heads up that we will be filing an Amended Schedule A/B and C on this case.

01/07/2020 Email to Mary Beth - John told Ms. Fenton yesterday that he would like an independent valuation of her 2017 Toyota Prius. See attached instructions to forward to your client.

Initial Projected Date Of Final Report (TFR):

Current Projected Date Of Final Report (TFR):

/s/ JOHN C. MCLEMORE

JOHN C. MCLEMORE

CASH RECEIPTS AND DISBURSEMENTS RECORD

Case No. 19-02693-CW3-7
 Case Name: FENTON, FAWN TIFFANY
 Primary Taxpayer ID #: **-***4153
 Co-Debtor Taxpayer ID #:
 For Period Beginning: 4/26/2019
 For Period Ending: 1/9/2021

Trustee Name: John C. McLemore
 Bank Name: Pinnacle Bank
 Checking Acct #: *****0194
 Account Title:
 Blanket bond (per case limit): \$720,000.00
 Separate bond (if applicable):

1	2	3	4	5	6	7	
Transaction Date	Check / Ref. #	Paid to/ Received From	Description of Transaction	Uniform Tran Code	Deposit \$	Disbursement \$	Balance
02/05/2020	(1)	Diane D. Winters	EX-WIFE'S MOM PAID TO KEEP NEW PRIUS! Equity in 2017 Toyota Prius per 2-10-2020 Motion to Sell [Dkt. No. 99]	1129-000	\$4,400.00		\$4,400.00
07/31/2020		Pinnacle Bank	Service Charge	2600-000		\$77.00	\$4,323.00
08/03/2020		Pinnacle Bank	Service Charge	2600-000		(\$77.00)	\$4,400.00
08/03/2020		Pinnacle Bank	Service Charge	2600-000		\$6.33	\$4,393.67
09/03/2020	3001	U.S. Bankruptcy Court Clerk	Motion to Sell Filing Fee (Docket No. 99)	2700-000		\$181.00	\$4,212.67
12/12/2020	3002	John C. McLemore	Trustee Compensation	2100-000		\$1,100.00	\$3,112.67
12/12/2020	3003	John C. McLemore	Trustee Expenses	2200-000		\$83.69	\$3,028.98
12/12/2020	3004	Ascend Federal Credit Union	Final Distribution	7100-000		\$1,106.50	\$1,922.48
12/12/2020	3005	Ascend Federal Credit Union	Final Distribution	7100-000		\$256.45	\$1,666.03
12/12/2020	3006	American Express National Bank	Final Distribution	7100-000		\$816.37	\$849.66
12/12/2020	3007	Capital One Bank (USA), N.A.	Final Distribution	7100-000		\$849.66	\$0.00

TOTALS:	\$4,400.00	\$4,400.00	\$0.00
Less: Bank transfers/CDs	\$0.00	\$0.00	
Subtotal	\$4,400.00	\$4,400.00	
Less: Payments to debtors	\$0.00	\$0.00	
Net	\$4,400.00	\$4,400.00	

For the period of 4/26/2019 to 1/9/2021

Total Compensable Receipts:	\$4,400.00
Total Non-Compensable Receipts:	\$0.00
Total Comp/Non Comp Receipts:	\$4,400.00
Total Internal/Transfer Receipts:	\$0.00

Total Compensable Disbursements:	\$4,400.00
Total Non-Compensable Disbursements:	\$0.00
Total Comp/Non Comp Disbursements:	\$4,400.00
Total Internal/Transfer Disbursements:	\$0.00

For the entire history of the account between 02/03/2020 to 1/9/2021

Total Compensable Receipts:	\$4,400.00
Total Non-Compensable Receipts:	\$0.00
Total Comp/Non Comp Receipts:	\$4,400.00
Total Internal/Transfer Receipts:	\$0.00

Total Compensable Disbursements:	\$4,400.00
Total Non-Compensable Disbursements:	\$0.00
Total Comp/Non Comp Disbursements:	\$4,400.00
Total Internal/Transfer Disbursements:	\$0.00

FORM 2

CASH RECEIPTS AND DISBURSEMENTS RECORD

Case No. 19-02693-CW3-7
 Case Name: FENTON, FAWN TIFFANY
 Primary Taxpayer ID #: **_***4153
 Co-Debtor Taxpayer ID #:
 For Period Beginning: 4/26/2019
 For Period Ending: 1/9/2021

Trustee Name: John C. McLemore
 Bank Name: Pinnacle Bank
 Checking Acct #: *****0194
 Account Title:
 Blanket bond (per case limit): \$720,000.00
 Separate bond (if applicable):

1	2	3	4	5	6	7	
Transaction Date	Check / Ref. #	Paid to/ Received From	Description of Transaction	Uniform Tran Code	Deposit \$	Disbursement \$	Balance

TOTAL - ALL ACCOUNTS	NET DEPOSITS	NET DISBURSE	ACCOUNT BALANCES
	<u>\$4,400.00</u>	<u>\$4,400.00</u>	<u>\$0.00</u>

For the period of 4/26/2019 to 1/9/2021

Total Compensable Receipts: \$4,400.00
 Total Non-Compensable Receipts: \$0.00
 Total Comp/Non Comp Receipts: \$4,400.00
 Total Internal/Transfer Receipts: \$0.00

Total Compensable Disbursements: \$4,400.00
 Total Non-Compensable Disbursements: \$0.00
 Total Comp/Non Comp Disbursements: \$4,400.00
 Total Internal/Transfer Disbursements: \$0.00

For the entire history of the case between 12/06/2019 to 1/9/2021

Total Compensable Receipts: \$4,400.00
 Total Non-Compensable Receipts: \$0.00
 Total Comp/Non Comp Receipts: \$4,400.00
 Total Internal/Transfer Receipts: \$0.00

Total Compensable Disbursements: \$4,400.00
 Total Non-Compensable Disbursements: \$0.00
 Total Comp/Non Comp Disbursements: \$4,400.00
 Total Internal/Transfer Disbursements: \$0.00

/s/ JOHN C. MCLEMORE

JOHN C. MCLEMORE

Publications (<https://www.bayardlaw.com/news/?category=publications>)
/ Sections 542 and 543—Turnover of Property of the Estate (2016)

Publications / 11.14.2016

Sections 542 and 543—Turnover of Property of the Estate (2016)

By Bruce Grohsgal* and Gregory J. Flasser (<http://www.bayardlaw.com/attorney/gregory-j-flasser>)**

I. INTRODUCTION

Section 542 of the Bankruptcy Code generally requires a noncustodial entity who has possession, custody, or control of property of the estate that the trustee may use, sell, or lease under § 363, or that the debtor may exempt under § 522, to deliver to the trustee the property or the value of the property, and to account for such property.¹ Section 543 similarly requires a custodian with knowledge of the commencement of the case to deliver such property and the proceeds of such property to the trustee and account for such property.² This paper reports on opinions regarding turnover published since the 2015 update.³

II. JURISDICTION AND AUTHORITY OF THE BANKRUPTCY COURTS

Jurisdiction and Authority — Generally

Bankruptcy jurisdiction is essentially in rem, based on the district court's exclusive jurisdiction over all property, wherever located, of the debtor's estate.⁴ The court's jurisdiction begins on the filing of the bankruptcy case and for most purposes ends when the property is transferred from the estate or reverts in the debtor⁵ or the case is dismissed.⁶ The bankruptcy court stands in the district court's shoes with respect to its jurisdiction over estate property, by virtue of the standing order of reference from its district court, and has exclusive jurisdiction over property of the debtor's estate.⁷

Sections 542 and 543—Turnover of Property of the Estate (2016) - Bayard Law

The statutory framework for this jurisdiction is set forth in 28 U.S.C.A. § 157. Section 157(b) gives bankruptcy judges the statutory authority to enter final judgments on certain “core” matters arising under or arising in the bankruptcy case. “Core” matters expressly include “orders to turn over property of the estate.”⁸

Under § 157, a bankruptcy judge does not have authority to enter a final judgment on a matter that is not core but is merely “related to” the bankruptcy case. A ubiquitous example of a non-core action is a suit by a debtor to recover a disputed prepetition account receivable. The bankruptcy judge may hear a non-core, “related to” matter, but it cannot enter final judgment on it unless the district court has referred the matter to the bankruptcy court and the parties have consented to the bankruptcy court’s authority to enter final judgment. Absent such referral and consent, the bankruptcy judge may only submit its proposed findings of fact and conclusions of law to the district court. The district judge following its de novo consideration of both the facts and the law, then enters or declines to enter the final judgment.⁹

It follows from this jurisdictional foundation that a turnover action with respect to estate property is a core proceeding, and the jurisdictional statute that governs bankruptcy proceedings expressly so provides.¹⁰



attach thereto an affidavit, made by himself or by his duly authorized attorney or agent having knowledge of the facts, that such item is correct and has been necessarily incurred in the case and that the services for which fees have been charged were actually and necessarily performed.

(June 25, 1948, ch. 646, 62 Stat. 957.)

HISTORICAL AND REVISION NOTES

Based on title 28, U.S.C., 1940 ed., §831 (R.S. §984; June 10, 1921, ch. 18, §304, 42 Stat. 24).

Section as revised conforms to existing Federal Practice. See note to subdivision (d) of Rule 54 of the Federal Rules of Civil Procedure. For discussion as to verification of bill of costs under existing practice, see—8 Hughes, *Federal Practice, Jurisdiction and Procedure—Civil and Criminal*, §6441.

Words "or allowed by the General Accounting Office" were omitted as unnecessary. That office will not allow items in a tax bill for costs against the United States unless such bill has been taxed by the court, and the court, under this section, cannot tax as costs items in an unverified bill.

Changes were made in phraseology.

§ 1925. Admiralty and maritime cases

Except as otherwise provided by Act of Congress, the allowance and taxation of costs in admiralty and maritime cases shall be prescribed by rules promulgated by the Supreme Court.

(June 25, 1948, ch. 646, 62 Stat. 957.)

HISTORICAL AND REVISION NOTES

This section was drafted to make possible the promulgation of comprehensive and uniform rules governing costs in admiralty. Various enactments of Congress, all over 100 years old, relate to particular features of such matter, but do not set forth any comprehensive and uniform procedure. See, for example, sections 818, 826, and 827 of title 28, U.S.C., 1940 ed.

§ 1926. Court of Federal Claims

(a) The Judicial Conference of the United States shall prescribe from time to time the fees and costs to be charged and collected in the United States Court of Federal Claims.

(b) The court and its officers shall collect only such fees and costs as the Judicial Conference prescribes. The court may require advance payment of fees by rule.

(June 25, 1948, ch. 646, 62 Stat. 957; Pub. L. 97-164, title I, §139(p)(1), Apr. 2, 1982, 96 Stat. 44; Pub. L. 102-572, title IX, §902(b), Oct. 29, 1992, 106 Stat. 4516.)

HISTORICAL AND REVISION NOTES

Based on title 28, U.S.C., 1940 ed., §304 (Mar. 3, 1911, ch. 231, §191, 36 Stat. 1144).

For distribution of other provisions of section 304 of title 28, U.S.C., 1940 ed., see Distribution Table.

Changes were made in phraseology.

AMENDMENTS

1992—Pub. L. 102-572 substituted "Court of Federal Claims" for "Claims Court" as section catchline and "United States Court of Federal Claims" for "United States Claims Court" in subsec. (a).

1982—Pub. L. 97-164 substituted "Claims Court" for "Court of Customs and Patent Appeals" as section catchline and, in text substituted provisions directing the Judicial Conference of the United States to prescribe from time to time the fees and costs to be

charged and collected in the United States Claims Court and directing the court and its officers to collect only such fees and costs as the Judicial Conference prescribes, with the court authorized to require advance payment of fees by rule for provisions which had directed that fees and costs in the Court of Customs and Patent Appeals be fixed by a table of fees adopted by such court and approved by the Supreme Court, that the fees and costs so fixed not exceed the fees and costs charged in the Supreme Court, and that the fees be accounted for and paid over to the Treasury.

EFFECTIVE DATE OF 1992 AMENDMENT

Amendment by Pub. L. 102-572 effective Oct. 29, 1992, see section 911 of Pub. L. 102-572, set out as a note under section 171 of this title.

EFFECTIVE DATE OF 1982 AMENDMENT

Amendment by Pub. L. 97-164 effective Oct. 1, 1982, see section 402 of Pub. L. 97-164, set out as a note under section 171 of this title.

COURT FEES FOR ELECTRONIC ACCESS TO INFORMATION

Judicial Conference to prescribe reasonable fees for collection by courts under this section for access to information available through automatic data processing equipment and fees to be deposited in Judiciary Automation Fund, see section 303 of Pub. L. 102-140, set out as a note under section 1913 of this title.

§ 1927. Counsel's liability for excessive costs

Any attorney or other person admitted to conduct cases in any court of the United States or any Territory thereof who so multiplies the proceedings in any case unreasonably and vexatiously may be required by the court to satisfy personally the excess costs, expenses, and attorneys' fees reasonably incurred because of such conduct.

(June 25, 1948, ch. 646, 62 Stat. 957; Pub. L. 96-349, §3, Sept. 12, 1980, 94 Stat. 1156.)

HISTORICAL AND REVISION NOTES

Based on title 28, U.S.C., 1940 ed., §829 (R.S. §982).

Word "personally" was inserted upon authority of *Motion Picture Patents Co. v. Steiner et al.*, 1912, 201 F. 63, 119 C.C.A. 401. Reference to "proctor" was omitted as covered by the revised section.

See definition of "court of the United States" in section 451 of this title.

Changes were made in phraseology.

AMENDMENTS

1980—Pub. L. 96-349 substituted judicial authorization to require attorneys to satisfy excess costs, expenses, and attorneys' fees reasonably incurred because of multiplication of proceedings for such prior authority to impose liability for increased costs based on multiplication of proceedings.

§ 1928. Patent infringement action; disclaimer not filed

Whenever a judgment is rendered for the plaintiff in any patent infringement action involving a part of a patent and it appears that the patentee, in his specifications, claimed to be, but was not, the original and first inventor or discoverer of any material or substantial part of the thing patented, no costs shall be included in such judgment, unless the proper disclaimer has been filed in the United States Patent and Trademark Office prior to the commencement of the action.

(June 25, 1948, ch. 646, 62 Stat. 957; Pub. L. 106-113, div. B, §1000(a)(9) [title IV, §4732(b)(17)], Nov. 29, 1999, 113 Stat. 1536, 1501A-585.)

(D) Subparagraphs (A) through (C) shall not apply, and the court may not dismiss or convert a case based on any form of means testing—

(i) if the debtor is a disabled veteran (as defined in section 3741(1) of title 38), and the indebtedness occurred primarily during a period during which he or she was—

(I) on active duty (as defined in section 101(d)(1) of title 10); or

(II) performing a homeland defense activity (as defined in section 901(1) of title 32); or

(ii) with respect to the debtor, while the debtor is—

(I) on, and during the 540-day period beginning immediately after the debtor is released from, a period of active duty (as defined in section 101(d)(1) of title 10) of not less than 90 days; or

(II) performing, and during the 540-day period beginning immediately after the debtor is no longer performing, a homeland defense activity (as defined in section 901(1) of title 32) performed for a period of not less than 90 days;

if after September 11, 2001, the debtor while a member of a reserve component of the Armed Forces or a member of the National Guard, was called to such active duty or performed such homeland defense activity.

(3) In considering under paragraph (1) whether the granting of relief would be an abuse of the provisions of this chapter in a case in which the presumption in paragraph (2)(A)(i) does not arise or is rebutted, the court shall consider—

(A) whether the debtor filed the petition in bad faith; or

(B) the totality of the circumstances (including whether the debtor seeks to reject a personal services contract and the financial need for such rejection as sought by the debtor) of the debtor's financial situation demonstrates abuse.

(4)(A) The court, on its own initiative or on the motion of a party in interest, in accordance with the procedures described in rule 9011 of the Federal Rules of Bankruptcy Procedure, may order the attorney for the debtor to reimburse the trustee for all reasonable costs in prosecuting a motion filed under section 707(b), including reasonable attorneys' fees, if—

(i) a trustee files a motion for dismissal or conversion under this subsection; and

(ii) the court—

(I) grants such motion; and

(II) finds that the action of the attorney for the debtor in filing a case under this chapter violated rule 9011 of the Federal Rules of Bankruptcy Procedure.

(B) If the court finds that the attorney for the debtor violated rule 9011 of the Federal Rules of Bankruptcy Procedure, the court, on its own initiative or on the motion of a party in interest, in accordance with such procedures, may order—

(i) the assessment of an appropriate civil penalty against the attorney for the debtor; and

(ii) the payment of such civil penalty to the trustee, the United States trustee (or the bankruptcy administrator, if any).

(C) The signature of an attorney on a petition, pleading, or written motion shall constitute a certification that the attorney has—

(i) performed a reasonable investigation into the circumstances that gave rise to the petition, pleading, or written motion; and

(ii) determined that the petition, pleading, or written motion—

(I) is well grounded in fact; and

(II) is warranted by existing law or a good faith argument for the extension, modification, or reversal of existing law and does not constitute an abuse under paragraph (1).

(D) The signature of an attorney on the petition shall constitute a certification that the attorney has no knowledge after an inquiry that the information in the schedules filed with such petition is incorrect.

(5)(A) Except as provided in subparagraph (B) and subject to paragraph (6), the court, on its own initiative or on the motion of a party in interest, in accordance with the procedures described in rule 9011 of the Federal Rules of Bankruptcy Procedure, may award a debtor all reasonable costs (including reasonable attorneys' fees) in contesting a motion filed by a party in interest (other than a trustee or United States trustee (or bankruptcy administrator, if any)) under this subsection if—

(i) the court does not grant the motion; and

(ii) the court finds that—

(I) the position of the party that filed the motion violated rule 9011 of the Federal Rules of Bankruptcy Procedure; or

(II) the attorney (if any) who filed the motion did not comply with the requirements of clauses (i) and (ii) of paragraph (4)(C), and the motion was made solely for the purpose of coercing a debtor into waiving a right guaranteed to the debtor under this title.

(B) A small business that has a claim of an aggregate amount less than \$1,000¹ shall not be subject to subparagraph (A)(ii)(I).

(C) For purposes of this paragraph—

(i) the term "small business" means an unincorporated business, partnership, corporation, association, or organization that—

(I) has fewer than 25 full-time employees as determined on the date on which the motion is filed; and

(II) is engaged in commercial or business activity; and

(ii) the number of employees of a wholly owned subsidiary of a corporation includes the employees of—

(I) a parent corporation; and

(II) any other subsidiary corporation of the parent corporation.

(6) Only the judge or United States trustee (or bankruptcy administrator, if any) may file a motion under section 707(b), if the current monthly income of the debtor, or in a joint case, the debtor and the debtor's spouse, as of the date of the order for relief, when multiplied by 12, is equal to or less than—

(A) in the case of a debtor in a household of 1 person, the median family income of the applicable State for 1 earner;

(B) in the case of a debtor in a household of 2, 3, or 4 individuals, the highest median fam-



Court and the Congress will thus be relieved of the burden of considering the large number of complex forms used in bankruptcy practice. The use of the Official Forms has generally been held subject to a "rule of substantial compliance" and some of these rules, for example Rule 1002, specifically state that the filed document need only "conform substantially" to the Official Form. See also Rule 9005. The second sentence recognizes the propriety of combining and rearranging Official Forms to take advantage of technological developments and resulting economies.

The Director of the Administrative Office is authorized to issue additional forms for the guidance of the bar.

NOTES OF ADVISORY COMMITTEE ON RULES—1991
AMENDMENT

Rule 9029 [9009] is amended to clarify that local court rules may not prohibit or limit the use of the Official Forms.

COMMITTEE NOTES ON RULES—2008 AMENDMENT

The rule is amended to provide that a plan proponent in a small business chapter 11 case need not use an Official Form of a plan of reorganization and disclosure statement. The use of those forms is optional, and under Rule 3016(d) the proponent may submit a plan and disclosure statement in those cases that does not conform to the Official Forms.

Changes Made After Publication. No changes were made after publication.

COMMITTEE NOTES ON RULES—2017 AMENDMENT

This rule is amended and reorganized into separate subdivisions.

Subdivision (a) addresses permissible modifications to Official Forms. It requires that an Official Form be used without alteration, except when another rule, the Official Form itself, or the national instructions applicable to an Official Form permit alteration. The former language generally permitting alterations has been deleted, but the rule preserves the ability to make minor modifications to an Official Form that do not affect the wording or the order in which information is presented on a form. Permissible changes include those that merely expand or delete the space for responses as appropriate or delete inapplicable items so long as the filer indicates that no response is intended. For example, when more space will be necessary to completely answer a question on an Official Form without an attachment, the answer space may be expanded. Similarly, varying the width or orientation of columnar data on a form for clarity of presentation would be a permissible minor change. On the other hand, many Official Forms indicate on their face that certain changes are not appropriate. Any changes that contravene the directions on an Official Form would be prohibited by this rule.

The creation of subdivision (b) and subdivision (c) is stylistic.

**Rule 9010. Representation and Appearances;
Powers of Attorney**

(a) **AUTHORITY TO ACT PERSONALLY OR BY ATTORNEY.** A debtor, creditor, equity security holder, indenture trustee, committee or other party may (1) appear in a case under the Code and act either in the entity's own behalf or by an attorney authorized to practice in the court, and (2) perform any act not constituting the practice of law, by an authorized agent, attorney in fact, or proxy.

(b) **NOTICE OF APPEARANCE.** An attorney appearing for a party in a case under the Code shall file a notice of appearance with the attorney's name, office address and telephone number, unless the attorney's appearance is otherwise noted in the record.

(c) **POWER OF ATTORNEY.** The authority of any agent, attorney in fact, or proxy to represent a creditor for any purpose other than the execution and filing of a proof of claim or the acceptance or rejection of a plan shall be evidenced by a power of attorney conforming substantially to the appropriate Official Form. The execution of any such power of attorney shall be acknowledged before one of the officers enumerated in 28 U.S.C. § 459, § 953, Rule 9012, or a person authorized to administer oaths under the laws of the state where the oath is administered.

(As amended Mar. 30, 1987, eff. Aug. 1, 1987; Apr. 30, 1991, eff. Aug. 1, 1991.)

NOTES OF ADVISORY COMMITTEE ON RULES—1983

This rule is substantially the same as former Bankruptcy Rule 910 and does not purport to change prior holdings prohibiting a corporation from appearing *pro se*. See *In re Las Colinas Development Corp.*, 585 F.2d 7 (1st Cir. 1978).

NOTES OF ADVISORY COMMITTEE ON RULES—1987
AMENDMENT

Subdivision (c) is amended to include a reference to Rule 9012 which is amended to authorize a bankruptcy judge or clerk to administer oaths.

NOTES OF ADVISORY COMMITTEE ON RULES—1991
AMENDMENT

References to Official Form numbers in subdivision (c) are deleted in anticipation of future revision and renumbering of the Official Forms.

Rule 9011. Signing of Papers; Representations to the Court; Sanctions; Verification and Copies of Papers

(a) **SIGNATURE.** Every petition, pleading, written motion, and other paper, except a list, schedule, or statement, or amendments thereto, shall be signed by at least one attorney of record in the attorney's individual name. A party who is not represented by an attorney shall sign all papers. Each paper shall state the signer's address and telephone number, if any. An unsigned paper shall be stricken unless omission of the signature is corrected promptly after being called to the attention of the attorney or party.

(b) **REPRESENTATIONS TO THE COURT.** By presenting to the court (whether by signing, filing, submitting, or later advocating) a petition, pleading, written motion, or other paper, an attorney or unrepresented party is certifying that to the best of the person's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances,—¹

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

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

(3) the allegations and other factual contentions have evidentiary support or, if specifically so identified, are likely to have evidentiary support after a reasonable oppor-

¹ So in original. The comma probably should not appear.

tunity for further investigation or discovery; and

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

(c) **SANCTIONS.** If, after notice and a reasonable opportunity to respond, the court determines that subdivision (b) has been violated, the court may, subject to the conditions stated below, impose an appropriate sanction upon the attorneys, law firms, or parties that have violated subdivision (b) or are responsible for the violation.

(1) *How Initiated.*

(A) *By Motion.* A motion for sanctions under this rule shall be made separately from other motions or requests and shall describe the specific conduct alleged to violate subdivision (b). It shall be served as provided in Rule 7004. The motion for sanctions may not be filed with or presented to the court unless, within 21 days after service of the motion (or such other period as the court may prescribe), the challenged paper, claim, defense, contention, allegation, or denial is not withdrawn or appropriately corrected, except that this limitation shall not apply if the conduct alleged is the filing of a petition in violation of subdivision (b). If warranted, the court may award to the party prevailing on the motion the reasonable expenses and attorney's fees incurred in presenting or opposing the motion. Absent exceptional circumstances, a law firm shall be held jointly responsible for violations committed by its partners, associates, and employees.

(B) *On Court's Initiative.* On its own initiative, the court may enter an order describing the specific conduct that appears to violate subdivision (b) and directing an attorney, law firm, or party to show cause why it has not violated subdivision (b) with respect thereto.

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

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

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

(3) *Order.* When imposing sanctions, the court shall describe the conduct determined to constitute a violation of this rule and explain the basis for the sanction imposed.

(d) **INAPPLICABILITY TO DISCOVERY.** Subdivisions (a) through (c) of this rule do not apply to disclosures and discovery requests, responses, objections, and motions that are subject to the provisions of Rules 7026 through 7037.

(e) **VERIFICATION.** Except as otherwise specifically provided by these rules, papers filed in a case under the Code need not be verified. Whenever verification is required by these rules, an unsworn declaration as provided in 28 U.S.C. §1746 satisfies the requirement of verification.

(f) **COPIES OF SIGNED OR VERIFIED PAPERS.** When these rules require copies of a signed or verified paper, it shall suffice if the original is signed or verified and the copies are conformed to the original.

(As amended Mar. 30, 1987, eff. Aug. 1, 1987; Apr. 30, 1991, eff. Aug. 1, 1991; Apr. 11, 1997, eff. Dec. 1, 1997.)

NOTES OF ADVISORY COMMITTEE ON RULES—1983

Subdivision (a). Excepted from the papers which an attorney for a debtor must sign are lists, schedules, statements of financial affairs, statements of executory contracts, Chapter 13 Statements and amendments thereto. Rule 1008 requires that these documents be verified by the debtor. Although the petition must also be verified, counsel for the debtor must sign the petition. See Official Form No. 1. An unrepresented party must sign all papers.

The last sentence of this subdivision authorizes a broad range of sanctions.

The word "document" is used in this subdivision to refer to all papers which the attorney or party is required to sign.

Subdivision (b) extends to all papers filed in cases under the Code the policy of minimizing reliance on the formalities of verification which is reflected in the third sentence of Rule 11 F.R.Civ.P. The second sentence of subdivision (b) permits the substitution of an unsworn declaration for the verification. See 28 U.S.C. §1746. Rules requiring verification or an affidavit are as follows: Rule 1008, petitions, schedules, statements of financial affairs, Chapter 13 Statements and amendments; Rule 2006(e), list of multiple proxies and statement of facts and circumstances regarding their acquisition; Rule 4001(c), motion for ex parte relief from stay; Rule 7065, incorporating Rule 65(b) F.R.Civ.P. governing issuance of temporary restraining order; Rule 8011(d), affidavit in support of emergency motion on appeal.

NOTES OF ADVISORY COMMITTEE ON RULES—1987
AMENDMENT

The statement of intention of the debtor under §521(2) of the Code is added to the documents which counsel is not required to sign.

NOTES OF ADVISORY COMMITTEE ON RULES—1991
AMENDMENT

Subdivision (a) is amended to conform to Rule 11 F.R.Civ.P. where appropriate, but also to clarify that it applies to the unnecessary delay or needless increase in the cost of the administration of the case. Deletion of the references to specific statements that are excluded from the scope of this subdivision is stylistic. As used in subdivision (a) of this rule, "statement" is limited to the statement of financial affairs and the statement of intention required to be filed under Rule 1007. Deletion of the reference to the Chapter 13 Statement is consistent with the amendment to Rule 1007(b).

NOTES OF ADVISORY COMMITTEE ON RULES—1997
AMENDMENT

This rule is amended to conform to the 1993 changes to F.R.Civ.P. 11. For an explanation of these amend-

ments, see the advisory committee note to the 1993 amendments to F.R.Civ.P. 11.

The "safe harbor" provision contained in subdivision (c)(1)(A), which prohibits the filing of a motion for sanctions unless the challenged paper is not withdrawn or corrected within a prescribed time after service of the motion, does not apply if the challenged paper is a petition. The filing of a petition has immediate serious consequences, including the imposition of the automatic stay under §362 of the Code, which may not be avoided by the subsequent withdrawal of the petition. In addition, a petition for relief under chapter 7 or chapter 11 may not be withdrawn unless the court orders dismissal of the case for cause after notice and a hearing.

GAP Report on Rule 9011. The proposed amendments to subdivision (a) were revised to clarify that a party not represented by an attorney must sign lists, schedules, and statements, as well as other papers that are filed.

Rule 9012. Oaths and Affirmations

(a) **PERSONS AUTHORIZED TO ADMINISTER OATHS.** The following persons may administer oaths and affirmations and take acknowledgments: a bankruptcy judge, clerk, deputy clerk, United States trustee, officer authorized to administer oaths in proceedings before the courts of the United States or under the laws of the state where the oath is to be taken, or a diplomatic or consular officer of the United States in any foreign country.

(b) **AFFIRMATION IN LIEU OF OATH.** When in a case under the Code an oath is required to be taken a solemn affirmation may be accepted in lieu thereof.

(As amended Mar. 30, 1987, eff. Aug. 1, 1987; Apr. 30, 1991, eff. Aug. 1, 1991.)

NOTES OF ADVISORY COMMITTEE ON RULES—1983

This rule is derived from Rule 43(d) F.R.Civ.P.

The provisions of former Bankruptcy Rule 912(a) relating to who may administer oaths have been deleted as unnecessary. Bankruptcy judges and the clerks and deputy clerks of bankruptcy courts are authorized by statute to administer oaths and affirmations and to take acknowledgments. 28 U.S.C. §§459, 953. A person designated to preside at the meeting of creditors has authority under Rule 2003(b)(1) to administer the oath. Administration of the oath at a deposition is governed by Rule 7028.

NOTES OF ADVISORY COMMITTEE ON RULES—1987 AMENDMENT

Subdivision (a) has been added to the rule to authorize bankruptcy judges and clerks to administer oaths.

NOTES OF ADVISORY COMMITTEE ON RULES—1991 AMENDMENT

This rule is amended to conform to the 1986 amendment to §343 which provides that the United States trustee may administer the oath to the debtor at the §341 meeting. This rule also allows the United States trustee to administer oaths and affirmations and to take acknowledgments in other situations. This amendment also affects Rule 9010(c) relating to the acknowledgment of a power of attorney. The words "United States trustee" include a designee of the United States trustee pursuant to Rule 9001 and §102(9) of the Code.

Rule 9013. Motions: Form and Service

A request for an order, except when an application is authorized by the rules, shall be by written motion, unless made during a hearing. The motion shall state with particularity the

grounds therefor, and shall set forth the relief or order sought. Every written motion, other than one which may be considered ex parte, shall be served by the moving party within the time determined under Rule 9006(d). **The moving party shall serve the motion on:**

(a) the trustee or debtor in possession and on those entities specified by these rules; or

(b) the entities the court directs if these rules do not require service or specify the entities to be served.

(As amended Mar. 30, 1987, eff. Aug. 1, 1987; Apr. 16, 2013, eff. Dec. 1, 2013.)

NOTES OF ADVISORY COMMITTEE ON RULES—1983

This rule is derived from Rule 5(a) and Rule 7(b)(1) F.R.Civ.P. Except when an application is specifically authorized by these rules, for example an application under Rule 1014 for approval of the employment of a professional, all requests for court action must be made by motion.

COMMITTEE NOTES ON RULES—2013 AMENDMENT

A cross-reference to Rule 9006(d) is added to this rule to call attention to the time limits for the service of motions, supporting affidavits, and written responses to motions. Rule 9006(d) prescribes time limits that apply unless other limits are fixed by these rules, a court order, or a local rule. The other changes are stylistic.

Changes Made After Publication and Comment. No changes were made after publication and comment.

Rule 9014. Contested Matters

(a) **MOTION.** In a contested matter not otherwise governed by these rules, relief shall be requested by motion, and reasonable notice and opportunity for hearing shall be afforded the party against whom relief is sought. No response is required under this rule unless the court directs otherwise.

(b) **SERVICE.** The motion shall be served in the manner provided for service of a summons and complaint by Rule 7004 and within the time determined under Rule 9006(d). Any written response to the motion shall be served within the time determined under Rule 9006(d). Any paper served after the motion shall be served in the manner provided by Rule 5(b) F.R.Civ.P.

(c) **APPLICATION OF PART VII RULES.** Except as otherwise provided in this rule, and unless the court directs otherwise, the following rules shall apply: 7009, 7017, 7021, 7025, 7026, 7028-7037, 7041, 7042, 7052, 7054-7056, 7064, 7069, and 7071. The following subdivisions of Fed. R. Civ. P. 26, as incorporated by Rule 7026, shall not apply in a contested matter unless the court directs otherwise: 26(a)(1) (mandatory disclosure), 26(a)(2) (disclosures regarding expert testimony) and 26(a)(3) (additional pre-trial disclosure), and 26(f) (mandatory meeting before scheduling conference/discovery plan). An entity that desires to perpetuate testimony may proceed in the same manner as provided in Rule 7027 for the taking of a deposition before an adversary proceeding. The court may at any stage in a particular matter direct that one or more of the other rules in Part VII shall apply. The court shall give the parties notice of any order issued under this paragraph to afford them a reasonable opportunity to comply with the procedures prescribed by the order.



the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (HIPAA).

Subdivision (c) directs the trustee to maintain proof of compliance with §351(1)(B), but because the proof of compliance may contain patient names that should or must remain confidential, it prohibits filing the proof of compliance unless the court orders the trustee to file it under seal.

Subdivision (d) requires the trustee to file a report with the court regarding the destruction of patient records. This certification is intended to ensure that the trustee properly completed the destruction process. However, because the report will be filed with the court and ordinarily will be available to the public under §107, the names, addresses, and other identifying information of patients are not to be included in the report to protect patient privacy.

Changes Made After Publication. Subdivision (b)(2) was amended to add the Attorney General of the State where a health care facility is located to the list of entities entitled to notice of the disposal of patient records.

PART VII—ADVERSARY PROCEEDINGS

Rule 7001. Scope of Rules of Part VII

An adversary proceeding is governed by the rules of this Part VII. The following are adversary proceedings:

(1) a proceeding to recover money or property, other than a proceeding to compel the debtor to deliver property to the trustee, or a proceeding under §554(b) or §725 of the Code, Rule 2017, or Rule 6002;

(2) a proceeding to determine the validity, priority, or extent of a lien or other interest in property, other than a proceeding under Rule 4003(d);

(3) a proceeding to obtain approval under §363(h) for the sale of both the interest of the estate and of a co-owner in property;

(4) a proceeding to object to or revoke a discharge, other than an objection to discharge under §§727(a)(8),¹ (a)(9), or 1328(f);

(5) a proceeding to revoke an order of confirmation of a chapter 11, chapter 12, or chapter 13 plan;

(6) a proceeding to determine the dischargeability of a debt;

(7) a proceeding to obtain an injunction or other equitable relief, except when a chapter 9, chapter 11, chapter 12, or chapter 13 plan provides for the relief;

(8) a proceeding to subordinate any allowed claim or interest, except when a chapter 9, chapter 11, chapter 12, or chapter 13 plan provides for subordination;

(9) a proceeding to obtain a declaratory judgment relating to any of the foregoing; or

(10) a proceeding to determine a claim or cause of action removed under 28 U.S.C. §1452.

(As amended Mar. 30, 1987, eff. Aug. 1, 1987; Apr. 30, 1991, eff. Aug. 1, 1991; Apr. 26, 1999, eff. Dec. 1, 1999; Apr. 28, 2010, eff. Dec. 1, 2010.)

NOTES OF ADVISORY COMMITTEE ON RULES—1983

The rules in Part VII govern the procedural aspects of litigation involving the matters referred to in this Rule 7001. Under Rule 9014 some of the Part VII rules also apply to contested matters.

These Part VII rules are based on the premise that to the extent possible practice before the bankruptcy

courts and the district courts should be the same. These rules either incorporate or are adaptations of most of the Federal Rules of Civil Procedure. Although the Part VII rules of the former Bankruptcy Rules also relied heavily on the F.R.Civ.P., the former Part VII rules departed from the civil practice in two significant ways: a trial or pretrial conference had to be scheduled as soon as the adversary proceeding was filed and pleadings had to be filed within periods shorter than those established by the F.R.Civ.P. These departures from the civil practice have been eliminated.

The content and numbering of these Part VII rules correlates to the content and numbering of the F.R.Civ.P. Most, but not all, of the F.R.Civ.P. have a comparable Part VII rule. When there is no Part VII rule with a number corresponding to a particular F.R.Civ.P., Parts V and IX of these rules must be consulted to determine if one of the rules in those parts deals with the subject. The list below indicates the F.R.Civ.P., or subdivision thereof, covered by a rule in either Part V or Part IX.

F.R.Civ.P.	Rule in Part V or IX
6	9006
7(b)	9013
10(a)	9004(b)
11	9011
38,39	9015(a)-(e)
47-51	9015(f)
43,44,44.1	9017
45	9016
58	9021
59	9023
60	9024
61	9005
63	9028
77(a),(b),(c)	5001
77(d)	9022(d)
79(a)-(d)	5003
81(c)	9027
83	9029
92	9030

Proceedings to which the rules in Part VII apply directly include those brought to avoid transfers by the debtor under §§544, 545, 547, 548 and 549 of the Code; subject to important exceptions, proceedings to recover money or property; proceedings on bonds under Rules 5008(d) and 9025; proceedings under Rule 4004 to determine whether a discharge in a chapter 7 or 11 case should be denied because of an objection grounded on §727 and proceedings in a chapter 7 or 13 case to revoke a discharge as provided in §§727(d) or 1328(e); and proceedings initiated pursuant to §523(c) of the Code to determine the dischargeability of a particular debt. Those proceedings were classified as adversary proceedings under former Bankruptcy Rule 701.

Also included as adversary proceedings are proceedings to revoke an order of confirmation of a plan in a chapter 11 or 13 case as provided in §§1144 and 1330, to subordinate under §510(c), other than as part of a plan, an allowed claim or interest, and to sell under §363(h) both the interest of the estate and a co-owner in property.

Declaratory judgments with respect to the subject matter of the various adversary proceedings are also adversary proceedings.

Any claim or cause of action removed to a bankruptcy court pursuant to 28 U.S.C. §1478 is also an adversary proceeding.

Unlike former Bankruptcy Rule 701, requests for relief from an automatic stay do not commence an adversary proceeding. Section 362(e) of the Code and Rule 4001 establish an expedited schedule for judicial disposition of requests for relief from the automatic stay. The formalities of the adversary proceeding process and the time for serving pleadings are not well suited to the expedited schedule. The motion practice prescribed in Rule 4001 is best suited to such requests because the court has the flexibility to fix hearing dates and other deadlines appropriate to the particular situation.

¹So in original. Probably should be only one section symbol.

Clause (1) contains important exceptions. A person with an interest in property in the possession of the trustee or debtor in possession may seek to recover or reclaim that property under § 554(b) or § 725 of the Code. Since many attempts to recover or reclaim property under these two sections do not generate disputes, application of the formalities of the Part VII Rules is not appropriate. Also excluded from adversary proceedings is litigation arising from an examination under Rule 2017 of a debtor's payments of money or transfers of property to an attorney representing the debtor in a case under the Code or an examination of a superseded administration under Rule 6002.

Exemptions and objections thereto are governed by Rule 4003. Filing of proofs of claim and the allowances thereof are governed by Rules 3001-3005, and objections to claims are governed by Rule 3007. When an objection to a claim is joined with a demand for relief of the kind specified in this Rule 7001, the matter becomes an adversary proceeding. See Rule 3007.

NOTES OF ADVISORY COMMITTEE ON RULES—1987
AMENDMENT

Another exception is added to clause (1). A trustee may proceed by motion to recover property from the debtor.

NOTES OF ADVISORY COMMITTEE ON RULES—1991
AMENDMENT

Clauses (5) and (8) are amended to include chapter 12 plans.

COMMITTEE NOTES ON RULES—1999 AMENDMENT

This rule is amended to recognize that an adversary proceeding is not necessary to obtain injunctive or other equitable relief that is provided for in a plan under circumstances in which substantive law permits the relief. Other amendments are stylistic.

GAP Report on Rule 7001. No changes since publication, except for stylistic changes.

COMMITTEE NOTES ON RULES—2010 AMENDMENT

Paragraph (4) of the rule is amended to create an exception for objections to discharge under §§ 727(a)(8), (a)(9), and 1328(f) of the Code. Because objections to discharge on these grounds typically present issues more easily resolved than other objections to discharge, the more formal procedures applicable to adversary proceedings, such as commencement by a complaint, are not required. Instead, objections on these three grounds are governed by Rule 4004(d). In an appropriate case, however, Rule 9014(c) allows the court to order that additional provisions of Part VII of the rules apply to these matters.

Changes Made After Publication. The proposed addition of subsection (b) was deleted, and the content of that provision was moved to Rule 4004(d). The exception in paragraph (4) of the rule was revised to refer to objections to discharge under §§ 727(a)(8), (a)(9), and 1328(f) of the Code. The redesignation of the existing rule as subdivision (a) was also deleted. The Committee Note was revised to reflect these changes.

Rule 7002. References to Federal Rules of Civil Procedure

Whenever a Federal Rule of Civil Procedure applicable to adversary proceedings makes reference to another Federal Rule of Civil Procedure, the reference shall be read as a reference to the Federal Rule of Civil Procedure as modified in this Part VII.

NOTES OF ADVISORY COMMITTEE ON RULES—1983

Rules 5, 12, 13, 14, 25, 27, 30, 41 and 52 F.R.Civ.P. are made applicable to adversary proceedings by Part VII. Each of those rules contains a cross reference to another Federal Rule; however, the Part VII rule which

incorporates the cross-referenced Federal Rule modifies the Federal Rule in some way. Under this Rule 7002 the cross reference is to the Federal Rule as modified by Part VII. For example, Rule 5 F.R.Civ.P., which is made applicable to adversary proceedings by Rule 7005, contains a reference to Rule 4 F.R.Civ.P. Under this Rule 7002, the cross reference is to Rule 4 F.R.Civ.P. as modified by Rule 7004.

Rules 7, 10, 12, 13, 14, 19, 22, 23.2, 24-37, 41, 45, 49, 50, 52, 55, 59, 60, 62 F.R.Civ.P. are made applicable to adversary proceedings by Part VII or generally to cases under the Code by Part IX. Each of those Federal Rules contains a cross reference to another Federal Rule which is not modified by the Part VII or Part IX rule which makes the cross-referenced Federal Rule applicable. Since the cross-referenced rule is not modified by a Part VII rule this Rule 7002 does not apply.

REFERENCES IN TEXT

The Federal Rules of Civil Procedure, referred to in text, are set out in the Appendix to Title 28, Judiciary and Judicial Procedure.

Rule 7003. Commencement of Adversary Proceeding

Rule 3 F.R.Civ.P. applies in adversary proceedings.

NOTES OF ADVISORY COMMITTEE ON RULES—1983

Rule 5005(a) requires that a complaint commencing an adversary proceeding be filed with the court in which the case under the Code is pending unless 28 U.S.C. § 1473 authorizes the filing of the complaint in another district.

REFERENCES IN TEXT

The Federal Rules of Civil Procedure, referred to in text, are set out in the Appendix to Title 28, Judiciary and Judicial Procedure.

Rule 7004. Process; Service of Summons, Complaint

(a) SUMMONS; SERVICE; PROOF OF SERVICE.

(1) Except as provided in Rule 7004(a)(2), Rule 4(a), (b), (c)(1), (d)(1), (e)-(j), (l), and (m) F.R.Civ.P. applies in adversary proceedings. Personal service under Rule 4(e)-(j) F.R.Civ.P. may be made by any person at least 18 years of age who is not a party, and the summons may be delivered by the clerk to any such person.

(2) The clerk may sign, seal, and issue a summons electronically by putting an "s/" before the clerk's name and including the court's seal on the summons.

(b) SERVICE BY FIRST CLASS MAIL. Except as provided in subdivision (h), in addition to the methods of service authorized by Rule 4(e)-(j) F.R.Civ.P., service may be made within the United States by first class mail postage prepaid as follows:

(1) Upon an individual other than an infant or incompetent, by mailing a copy of the summons and complaint to the individual's dwelling house or usual place of abode or to the place where the individual regularly conducts a business or profession.

(2) Upon an infant or an incompetent person, by mailing a copy of the summons and complaint to the person upon whom process is prescribed to be served by the law of the state in which service is made when an action is brought against such a defendant in the courts



Court and the Congress will thus be relieved of the burden of considering the large number of complex forms used in bankruptcy practice. The use of the Official Forms has generally been held subject to a "rule of substantial compliance" and some of these rules, for example Rule 1002, specifically state that the filed document need only "conform substantially" to the Official Form. See also Rule 9005. The second sentence recognizes the propriety of combining and rearranging Official Forms to take advantage of technological developments and resulting economies.

The Director of the Administrative Office is authorized to issue additional forms for the guidance of the bar.

NOTES OF ADVISORY COMMITTEE ON RULES—1991
AMENDMENT

Rule 9029 [9009] is amended to clarify that local court rules may not prohibit or limit the use of the Official Forms.

COMMITTEE NOTES ON RULES—2008 AMENDMENT

The rule is amended to provide that a plan proponent in a small business chapter 11 case need not use an Official Form of a plan of reorganization and disclosure statement. The use of those forms is optional, and under Rule 3016(d) the proponent may submit a plan and disclosure statement in those cases that does not conform to the Official Forms.

Changes Made After Publication. No changes were made after publication.

COMMITTEE NOTES ON RULES—2017 AMENDMENT

This rule is amended and reorganized into separate subdivisions.

Subdivision (a) addresses permissible modifications to Official Forms. It requires that an Official Form be used without alteration, except when another rule, the Official Form itself, or the national instructions applicable to an Official Form permit alteration. The former language generally permitting alterations has been deleted, but the rule preserves the ability to make minor modifications to an Official Form that do not affect the wording or the order in which information is presented on a form. Permissible changes include those that merely expand or delete the space for responses as appropriate or delete inapplicable items so long as the filer indicates that no response is intended. For example, when more space will be necessary to completely answer a question on an Official Form without an attachment, the answer space may be expanded. Similarly, varying the width or orientation of columnar data on a form for clarity of presentation would be a permissible minor change. On the other hand, many Official Forms indicate on their face that certain changes are not appropriate. Any changes that contravene the directions on an Official Form would be prohibited by this rule.

The creation of subdivision (b) and subdivision (c) is stylistic.

Rule 9010. Representation and Appearances; Powers of Attorney

(a) **AUTHORITY TO ACT PERSONALLY OR BY ATTORNEY.** A debtor, creditor, equity security holder, indenture trustee, committee or other party may (1) appear in a case under the Code and act either in the entity's own behalf or by an attorney authorized to practice in the court, and (2) perform any act not constituting the practice of law, by an authorized agent, attorney in fact, or proxy.

(b) **NOTICE OF APPEARANCE.** An attorney appearing for a party in a case under the Code shall file a notice of appearance with the attorney's name, office address and telephone number, unless the attorney's appearance is otherwise noted in the record.

(c) **POWER OF ATTORNEY.** The authority of any agent, attorney in fact, or proxy to represent a creditor for any purpose other than the execution and filing of a proof of claim or the acceptance or rejection of a plan shall be evidenced by a power of attorney conforming substantially to the appropriate Official Form. The execution of any such power of attorney shall be acknowledged before one of the officers enumerated in 28 U.S.C. § 459, § 953, Rule 9012, or a person authorized to administer oaths under the laws of the state where the oath is administered.

(As amended Mar. 30, 1987, eff. Aug. 1, 1987; Apr. 30, 1991, eff. Aug. 1, 1991.)

NOTES OF ADVISORY COMMITTEE ON RULES—1983

This rule is substantially the same as former Bankruptcy Rule 910 and does not purport to change prior holdings prohibiting a corporation from appearing *pro se*. See *In re Las Colinas Development Corp.*, 585 F.2d 7 (1st Cir. 1978).

NOTES OF ADVISORY COMMITTEE ON RULES—1987
AMENDMENT

Subdivision (c) is amended to include a reference to Rule 9012 which is amended to authorize a bankruptcy judge or clerk to administer oaths.

NOTES OF ADVISORY COMMITTEE ON RULES—1991
AMENDMENT

References to Official Form numbers in subdivision (c) are deleted in anticipation of future revision and renumbering of the Official Forms.

Rule 9011. Signing of Papers; Representations to the Court; Sanctions; Verification and Copies of Papers

(a) **SIGNATURE.** Every petition, pleading, written motion, and other paper, except a list, schedule, or statement, or amendments thereto, shall be signed by at least one attorney of record in the attorney's individual name. A party who is not represented by an attorney shall sign all papers. Each paper shall state the signer's address and telephone number, if any. An unsigned paper shall be stricken unless omission of the signature is corrected promptly after being called to the attention of the attorney or party.

(b) **REPRESENTATIONS TO THE COURT.** By presenting to the court (whether by signing, filing, submitting, or later advocating) a petition, pleading, written motion, or other paper, an attorney or unrepresented party is certifying that to the best of the person's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances,—¹

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

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

(3) the allegations and other factual contentions have evidentiary support or, if specifically so identified, are likely to have evidentiary support after a reasonable oppor-

¹So in original. The comma probably should not appear.

tunity for further investigation or discovery; and

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

(c) SANCTIONS. If, after notice and a reasonable opportunity to respond, the court determines that subdivision (b) has been violated, the court may, subject to the conditions stated below, impose an appropriate sanction upon the attorneys, law firms, or parties that have violated subdivision (b) or are responsible for the violation.

(1) *How Initiated.*

(A) *By Motion.* A motion for sanctions under this rule shall be made separately from other motions or requests and shall describe the specific conduct alleged to violate subdivision (b). It shall be served as provided in Rule 7004. The motion for sanctions may not be filed with or presented to the court unless, within 21 days after service of the motion (or such other period as the court may prescribe), the challenged paper, claim, defense, contention, allegation, or denial is not withdrawn or appropriately corrected, except that this limitation shall not apply if the conduct alleged is the filing of a petition in violation of subdivision (b). If warranted, the court may award to the party prevailing on the motion the reasonable expenses and attorney's fees incurred in presenting or opposing the motion. Absent exceptional circumstances, a law firm shall be held jointly responsible for violations committed by its partners, associates, and employees.

(B) *On Court's Initiative.* On its own initiative, the court may enter an order describing the specific conduct that appears to violate subdivision (b) and directing an attorney, law firm, or party to show cause why it has not violated subdivision (b) with respect thereto.

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

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

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

(3) *Order.* When imposing sanctions, the court shall describe the conduct determined to constitute a violation of this rule and explain the basis for the sanction imposed.

(d) INAPPLICABILITY TO DISCOVERY. Subdivisions (a) through (c) of this rule do not apply to disclosures and discovery requests, responses, objections, and motions that are subject to the provisions of Rules 7026 through 7037.

(e) VERIFICATION. Except as otherwise specifically provided by these rules, papers filed in a case under the Code need not be verified. Whenever verification is required by these rules, an unsworn declaration as provided in 28 U.S.C. §1746 satisfies the requirement of verification.

(f) COPIES OF SIGNED OR VERIFIED PAPERS. When these rules require copies of a signed or verified paper, it shall suffice if the original is signed or verified and the copies are conformed to the original.

(As amended Mar. 30, 1987, eff. Aug. 1, 1987; Apr. 30, 1991, eff. Aug. 1, 1991; Apr. 11, 1997, eff. Dec. 1, 1997.)

NOTES OF ADVISORY COMMITTEE ON RULES—1983

Subdivision (a). Excepted from the papers which an attorney for a debtor must sign are lists, schedules, statements of financial affairs, statements of executory contracts, Chapter 13 Statements and amendments thereto. Rule 1008 requires that these documents be verified by the debtor. Although the petition must also be verified, counsel for the debtor must sign the petition. See Official Form No. 1. An unrepresented party must sign all papers.

The last sentence of this subdivision authorizes a broad range of sanctions.

The word "document" is used in this subdivision to refer to all papers which the attorney or party is required to sign.

Subdivision (b) extends to all papers filed in cases under the Code the policy of minimizing reliance on the formalities of verification which is reflected in the third sentence of Rule 11 F.R.Civ.P. The second sentence of subdivision (b) permits the substitution of an unsworn declaration for the verification. See 28 U.S.C. §1746. Rules requiring verification or an affidavit are as follows: Rule 1008, petitions, schedules, statements of financial affairs, Chapter 13 Statements and amendments; Rule 2006(e), list of multiple proxies and statement of facts and circumstances regarding their acquisition; Rule 4001(c), motion for ex parte relief from stay; Rule 7065, incorporating Rule 65(b) F.R.Civ.P. governing issuance of temporary restraining order; Rule 8011(d), affidavit in support of emergency motion on appeal.

NOTES OF ADVISORY COMMITTEE ON RULES—1987
AMENDMENT

The statement of intention of the debtor under §521(2) of the Code is added to the documents which counsel is not required to sign.

NOTES OF ADVISORY COMMITTEE ON RULES—1991
AMENDMENT

Subdivision (a) is amended to conform to Rule 11 F.R.Civ.P. where appropriate, but also to clarify that it applies to the unnecessary delay or needless increase in the cost of the administration of the case. Deletion of the references to specific statements that are excluded from the scope of this subdivision is stylistic. As used in subdivision (a) of this rule, "statement" is limited to the statement of financial affairs and the statement of intention required to be filed under Rule 1007. Deletion of the reference to the Chapter 13 Statement is consistent with the amendment to Rule 1007(b).

NOTES OF ADVISORY COMMITTEE ON RULES—1997
AMENDMENT

This rule is amended to conform to the 1993 changes to F.R.Civ.P. 11. For an explanation of these amend-

ments, see the advisory committee note to the 1993 amendments to F.R.Civ.P. 11.

The "safe harbor" provision contained in subdivision (c)(1)(A), which prohibits the filing of a motion for sanctions unless the challenged paper is not withdrawn or corrected within a prescribed time after service of the motion, does not apply if the challenged paper is a petition. The filing of a petition has immediate serious consequences, including the imposition of the automatic stay under §362 of the Code, which may not be avoided by the subsequent withdrawal of the petition. In addition, a petition for relief under chapter 7 or chapter 11 may not be withdrawn unless the court orders dismissal of the case for cause after notice and a hearing.

GAP Report on Rule 9011. The proposed amendments to subdivision (a) were revised to clarify that a party not represented by an attorney must sign lists, schedules, and statements, as well as other papers that are filed.

Rule 9012. Oaths and Affirmations

(a) **PERSONS AUTHORIZED TO ADMINISTER OATHS.** The following persons may administer oaths and affirmations and take acknowledgments: a bankruptcy judge, clerk, deputy clerk, United States trustee, officer authorized to administer oaths in proceedings before the courts of the United States or under the laws of the state where the oath is to be taken, or a diplomatic or consular officer of the United States in any foreign country.

(b) **AFFIRMATION IN LIEU OF OATH.** When in a case under the Code an oath is required to be taken a solemn affirmation may be accepted in lieu thereof.

(As amended Mar. 30, 1987, eff. Aug. 1, 1987; Apr. 30, 1991, eff. Aug. 1, 1991.)

NOTES OF ADVISORY COMMITTEE ON RULES—1983

This rule is derived from Rule 43(d) F.R.Civ.P.

The provisions of former Bankruptcy Rule 912(a) relating to who may administer oaths have been deleted as unnecessary. Bankruptcy judges and the clerks and deputy clerks of bankruptcy courts are authorized by statute to administer oaths and affirmations and to take acknowledgments. 28 U.S.C. §§459, 953. A person designated to preside at the meeting of creditors has authority under Rule 2003(b)(1) to administer the oath. Administration of the oath at a deposition is governed by Rule 7028.

NOTES OF ADVISORY COMMITTEE ON RULES—1987 AMENDMENT

Subdivision (a) has been added to the rule to authorize bankruptcy judges and clerks to administer oaths.

NOTES OF ADVISORY COMMITTEE ON RULES—1991 AMENDMENT

This rule is amended to conform to the 1986 amendment to §343 which provides that the United States trustee may administer the oath to the debtor at the §341 meeting. This rule also allows the United States trustee to administer oaths and affirmations and to take acknowledgments in other situations. This amendment also affects Rule 9010(c) relating to the acknowledgment of a power of attorney. The words "United States trustee" include a designee of the United States trustee pursuant to Rule 9001 and §102(9) of the Code.

Rule 9013. Motions: Form and Service

A request for an order, except when an application is authorized by the rules, shall be by written motion, unless made during a hearing. The motion shall state with particularity the

grounds therefor, and shall set forth the relief or order sought. Every written motion, other than one which may be considered ex parte, shall be served by the moving party within the time determined under Rule 9006(d). The moving party shall serve the motion on:

(a) the trustee or debtor in possession and on those entities specified by these rules; or

(b) the entities the court directs if these rules do not require service or specify the entities to be served.

(As amended Mar. 30, 1987, eff. Aug. 1, 1987; Apr. 16, 2013, eff. Dec. 1, 2013.)

NOTES OF ADVISORY COMMITTEE ON RULES—1983

This rule is derived from Rule 5(a) and Rule 7(b)(1) F.R.Civ.P. Except when an application is specifically authorized by these rules, for example an application under Rule 2014 for approval of the employment of a professional, all requests for court action must be made by motion.

COMMITTEE NOTES ON RULES—2013 AMENDMENT

A cross-reference to Rule 9006(d) is added to this rule to call attention to the time limits for the service of motions, supporting affidavits, and written responses to motions. Rule 9006(d) prescribes time limits that apply unless other limits are fixed by these rules, a court order, or a local rule. The other changes are stylistic.

Changes Made After Publication and Comment. No changes were made after publication and comment.

Rule 9014. Contested Matters

(a) **MOTION.** In a contested matter not otherwise governed by these rules, relief shall be requested by motion, and reasonable notice and opportunity for hearing shall be afforded the party against whom relief is sought. No response is required under this rule unless the court directs otherwise.

(b) **SERVICE.** The motion shall be served in the manner provided for service of a summons and complaint by Rule 7004 and within the time determined under Rule 9006(d). Any written response to the motion shall be served within the time determined under Rule 9006(d). Any paper served after the motion shall be served in the manner provided by Rule 5(b) F.R.Civ.P.

(c) **APPLICATION OF PART VII RULES.** Except as otherwise provided in this rule, and unless the court directs otherwise, the following rules shall apply: 7009, 7017, 7021, 7025, 7026, 7028-7037, 7041, 7042, 7052, 7054-7056, 7064, 7069, and 7071. The following subdivisions of Fed. R. Civ. P. 26, as incorporated by Rule 7026, shall not apply in a contested matter unless the court directs otherwise: 26(a)(1) (mandatory disclosure), 26(a)(2) (disclosures regarding expert testimony) and 26(a)(3) (additional pre-trial disclosure), and 26(f) (mandatory meeting before scheduling conference/discovery plan). An entity that desires to perpetuate testimony may proceed in the same manner as provided in Rule 7027 for the taking of a deposition before an adversary proceeding. The court may at any stage in a particular matter direct that one or more of the other rules in Part VII shall apply. The court shall give the parties notice of any order issued under this paragraph to afford them a reasonable opportunity to comply with the procedures prescribed by the order.

a reasonable likelihood that the trustee will prevail at the final hearing under subsection (e) of this section. The court shall act promptly on any request for authorization under paragraph (2)(B) of this subsection.

(4) Except as provided in paragraph (2) of this subsection, the trustee shall segregate and account for any cash collateral in the trustee's possession, custody, or control.

(d) The trustee may use, sell, or lease property under subsection (b) or (c) of this section—

(1) in the case of a debtor that is a corporation or trust that is not a moneyed business, commercial corporation, or trust, only in accordance with nonbankruptcy law applicable to the transfer of property by a debtor that is such a corporation or trust; and

(2) only to the extent not inconsistent with any relief granted under subsection (c), (d), (e), or (f) of section 362.

(e) Notwithstanding any other provision of this section, at any time, on request of an entity that has an interest in property used, sold, or leased, or proposed to be used, sold, or leased, by the trustee, the court, with or without a hearing, shall prohibit or condition such use, sale, or lease as is necessary to provide adequate protection of such interest. This subsection also applies to property that is subject to any unexpired lease of personal property (to the exclusion of such property being subject to an order to grant relief from the stay under section 362).

(f) The trustee may sell property under subsection (b) or (c) of this section free and clear of any interest in such property of an entity other than the estate, only if—

(1) applicable nonbankruptcy law permits sale of such property free and clear of such interest;

(2) such entity consents;

(3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;

(4) such interest is in bona fide dispute; or

(5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

(g) Notwithstanding subsection (f) of this section, the trustee may sell property under subsection (b) or (c) of this section free and clear of any vested or contingent right in the nature of dower or curtesy.

(h) Notwithstanding subsection (f) of this section, the trustee may sell both the estate's interest, under subsection (b) or (c) of this section, and the interest of any co-owner in property in which the debtor had, at the time of the commencement of the case, an undivided interest as a tenant in common, joint tenant, or tenant by the entirety, only if—

(1) partition in kind of such property among the estate and such co-owners is impracticable;

(2) sale of the estate's undivided interest in such property would realize significantly less for the estate than sale of such property free of the interests of such co-owners;

(3) the benefit to the estate of a sale of such property free of the interests of co-owners out-

weighs the detriment, if any, to such co-owners; and

(4) such property is not used in the production, transmission, or distribution, for sale, of electric energy or of natural or synthetic gas for heat, light, or power.

(i) Before the consummation of a sale of property to which subsection (g) or (h) of this section applies, or of property of the estate that was community property of the debtor and the debtor's spouse immediately before the commencement of the case, the debtor's spouse, or a co-owner of such property, as the case may be, may purchase such property at the price at which such sale is to be consummated.

(j) After a sale of property to which subsection (g) or (h) of this section applies, the trustee shall distribute to the debtor's spouse or the co-owners of such property, as the case may be, and to the estate, the proceeds of such sale, less the costs and expenses, not including any compensation of the trustee, of such sale, according to the interests of such spouse or co-owners, and of the estate.

(k) At a sale under subsection (b) of this section of property that is subject to a lien that secures an allowed claim, unless the court for cause orders otherwise the holder of such claim may bid at such sale, and, if the holder of such claim purchases such property, such holder may offset such claim against the purchase price of such property.

(l) Subject to the provisions of section 365, the trustee may use, sell, or lease property under subsection (b) or (c) of this section, or a plan under chapter 11, 12, or 13 of this title may provide for the use, sale, or lease of property, notwithstanding any provision in a contract, a lease, or applicable law that is conditioned on the insolvency or financial condition of the debtor, on the commencement of a case under this title concerning the debtor, or on the appointment of or the taking possession by a trustee in a case under this title or a custodian, and that effects, or gives an option to effect, a forfeiture, modification, or termination of the debtor's interest in such property.

(m) The reversal or modification on appeal of an authorization under subsection (b) or (c) of this section of a sale or lease of property does not affect the validity of a sale or lease under such authorization to an entity that purchased or leased such property in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale or lease were stayed pending appeal.

(n) The trustee may avoid a sale under this section if the sale price was controlled by an agreement among potential bidders at such sale, or may recover from a party to such agreement any amount by which the value of the property sold exceeds the price at which such sale was consummated, and may recover any costs, attorneys' fees, or expenses incurred in avoiding such sale or recovering such amount. In addition to any recovery under the preceding sentence, the court may grant judgment for punitive damages in favor of the estate and against any such party that entered into such an agreement in willful disregard of this subsection.

(o) Notwithstanding subsection (f), if a person purchases any interest in a consumer credit

I WAS IN POSSESSION OF THE PROPERTY, I HAD TENANTS (ELDERLY & HANDICAPPED) WITH LEGITIMATE LEASES, PROTECTED BY BANKRUPTCY LAW, STATE LAW, ADA, AND THE PROTECTING TENANTS AT FORECLOSURE ACT. I OFFERED TO BRING THE MORTGAGES CURRENT AT MY 8/1/2019 HEARING IN CHANCERY COURT, WHILE ATTORNEY VIRGINIA LEE STORY TOLD ME THAT IT WAS ALREADY TOO LATE. THAT THE BANKRUPTCY PROCEEDINGS WERE TOO FAR ALONG, WHICH IS A VIOLATION OF MY CONSTITUTIONAL RIGHTS FOR PROTECTING MY CRITICAL PROPERTY INTERESTS, WITH MY RIGHTS UNDER FEDERAL HUD/ADA/FED/FRBP CRIMINAL & CIVIL LAWS! ADVERSARIAL PROCEEDING REQUIRED BY LAW!

transaction that is subject to the Truth in Lending Act or any interest in a consumer credit contract (as defined in section 433.1 of title 16 of the Code of Federal Regulations (January 1, 2004), as amended from time to time), and if such interest is purchased through a sale under this section, then such person shall remain subject to all claims and defenses that are related to such consumer credit transaction or such consumer credit contract, to the same extent as such person would be subject to such claims and defenses of the consumer had such interest been purchased at a sale not under this section.

(p) In any hearing under this section—

- (1) the trustee has the burden of proof on the issue of adequate protection; and
- (2) the entity asserting an interest in property has the burden of proof on the issue of the validity, priority, or extent of such interest.

(Pub. L. 95-598, Nov. 6, 1978, 92 Stat. 2572; Pub. L. 98-353, title III, § 442, July 10, 1984, 98 Stat. 371; Pub. L. 99-554, title II, § 257(k), Oct. 27, 1986, 100 Stat. 3115; Pub. L. 103-394, title I, § 109, title II, §§ 214(b), 219(c), title V, § 501(d)(8), Oct. 22, 1994, 108 Stat. 4113, 4126, 4129, 4144; Pub. L. 109-8, title II, §§ 204, 231(a), title XII, § 1221(a), Apr. 20, 2005, 119 Stat. 49, 72, 195; Pub. L. 111-327, § 2(a)(13), Dec. 22, 2010, 124 Stat. 3559.)

HISTORICAL AND REVISION NOTES

LEGISLATIVE STATEMENTS

Section 363(a) of the House amendment defines “cash collateral” as defined in the Senate amendment. The broader definition of “soft collateral” contained in H.R. 8200 as passed by the House is deleted to remove limitations that were placed on the use, lease, or sale of inventory, accounts, contract rights, general intangibles, and chattel paper by the trustee or debtor in possession.

Section 363(c)(2) of the House amendment is derived from the Senate amendment. Similarly, sections 363(c)(3) and (4) are derived from comparable provisions in the Senate amendment in lieu of the contrary procedure contained in section 363(c) as passed by the House. The policy of the House amendment will generally require the court to schedule a preliminary hearing in accordance with the needs of the debtor to authorize the trustee or debtor in possession to use, sell, or lease cash collateral. The trustee or debtor in possession may use, sell, or lease cash collateral in the ordinary course of business only “after notice and a hearing.”

Section 363(f) of the House amendment adopts an identical provision contained in the House bill, as opposed to an alternative provision contained in the Senate amendment.

Section 363(h) of the House amendment adopts a new paragraph (4) representing a compromise between the House bill and Senate amendment. The provision adds a limitation indicating that **a trustee or debtor in possession** sell jointly owned property only if the property is not used in the production, transmission, or distribution for sale, of electric energy or of natural or synthetic gas for heat, light, or power. This limitation is intended to protect public utilities from being deprived of power sources because of the bankruptcy of a joint owner.

Section 363(k) of the House amendment is derived from the third sentence of section 363(e) of the Senate amendment. The provision indicates that a secured creditor may bid in the full amount of the creditor's allowed claim, including the secured portion and any unsecured portion thereof in the event the creditor is undersecured, with respect to property that is subject to a lien that secures the allowed claim of the sale of the property.

SENATE REPORT NO. 95-989

This section defines the right and powers of the trustee with respect to the use, sale or lease of property and the rights of other parties that have interests in the property involved. It applies in both liquidation and reorganization cases.

Subsection (a) defines “cash collateral” as cash, negotiable instruments, documents of title, securities, deposit accounts, or other cash equivalents in which the estate and an entity other than the estate have an interest, such as a lien or a co-ownership interest. The definition is not restricted to property of the estate that is cash collateral on the date of the filing of the petition. Thus, if “non-cash” collateral is disposed of and the proceeds come within the definition of “cash collateral” as set forth in this subsection, the proceeds would be cash collateral as long as they remain subject to the original lien on the “non-cash” collateral under section 552(b). To illustrate, rents received from real property before or after the commencement of the case would be cash collateral to the extent that they are subject to a lien.

Subsection (b) permits the trustees to use, sell, or lease, other than in the ordinary course of business, property of the estate upon notice and opportunity for objections and hearing thereon.

Subsection (c) governs use, sale, or lease in the ordinary course of business. If the business of the debtor is authorized to be operated under § 721, 1108, or 1304 of the bankruptcy code, then the trustee may use, sell, or lease property in the ordinary course of business or enter into ordinary course transactions without need for notice and hearing. This power is subject to several limitations. First, the court may restrict the trustee's powers in the order authorizing operation of the business. Second, with respect to cash collateral, the trustee may not use, sell, or lease cash collateral except upon court authorization after notice and a hearing, or with the consent of each entity that has an interest in such cash collateral. The same preliminary hearing procedure in the automatic stay section applies to a hearing under this subsection. In addition, the trustee is required to segregate and account for any cash collateral in the trustee's possession, custody, or control.

Under subsections (d) and (e), the use, sale, or lease of property is further limited by the concept of adequate protection. Sale, use, or lease of property in which an entity other than the estate has an interest may be effected only to the extent not inconsistent with any relief from the stay granted to that interest's holder. Moreover, the court may prohibit or condition the use, sale, or lease as is necessary to provide adequate protection of that interest. Again, the trustee has the burden of proof on the issue of adequate protection. Subsection (e) also provides that where a sale of the property is proposed, an entity that has an interest in such property may bid at the sale thereof and set off against the purchase price up to the amount of such entity's claim. No prior valuation under section 506(a) would limit this bidding right, since the bid at the sale would be determinative of value.

Subsection (f) permits sale of property free and clear of any interest in the property of an entity other than the estate. The trustee may sell free and clear if applicable nonbankruptcy law permits it, if the other entity consents, if the interest is a lien and the sale price of the property is greater than the amount secured by the lien, if the interest is in bona fide dispute, or if the other entity could be compelled to accept a money satisfaction of the interest in a legal or equitable proceeding. Sale under this subsection is subject to the adequate protection requirement. Most often, adequate protection in connection with a sale free and clear of other interests will be to have those interests attach to the proceeds of the sale.

At a sale free and clear of other interests, any holder of any interest in the property being sold will be permitted to bid. If that holder is the high bidder, he will be permitted to offset the value of his interest against

363(H) THIS WAS A BURDENSOM ASSET, AS LONG AS I COULD BRING THE PAYMENTS CURRENT AND KEEP PAYING THEM ON TIME, THE BANKRUPTCY TRUSTEE WOULD HAVE HAD TO REMOVE OUR HOME FROM THE BANKRUPTCY ESTATE, OR PAY TO RELOCATE MY TENTNATS, AND PAID TO RELOCATE AND REIMBURSE ME FOR MY INVESTMENT, NOT A FORCED AUCTION, WHERE WE INSTANTLY LOST OVER \$200. WHILE OUR HOME IS WORTH \$800K TODAY! SCAM BETWEEN COURTS!



EFFECTIVE DATE OF 2005 AMENDMENT

Amendment by Pub. L. 109-8 effective 180 days after Apr. 20, 2005, and not applicable with respect to cases commenced under this title before such effective date, except as otherwise provided, see section 1501 of Pub. L. 109-8, set out as a note under section 101 of this title.

EFFECTIVE DATE OF 1994 AMENDMENT

Amendment by Pub. L. 103-394 effective Oct. 22, 1994, and not applicable with respect to cases commenced under this title before Oct. 22, 1994, see section 702 of Pub. L. 103-394, set out as a note under section 101 of this title.

EFFECTIVE DATE OF 1990 AMENDMENT

Pub. L. 101-508, title III, §3007(a)(3), Nov. 5, 1990, 104 Stat. 1388-28, provided that: "The amendments made by this subsection [amending this section and section 541 of this title] shall be effective upon date of enactment of this Act [Nov. 5, 1990]."

Pub. L. 101-508, title III, §3008, Nov. 5, 1990, 104 Stat. 1388-29, provided that the amendments made by subtitle A (§§3001-3008) of title III of Pub. L. 101-508, amending this section, sections 541 and 1328 of this title, and sections 1078, 1078-1, 1078-7, 1085, 1088, and 1091 of Title 20, Education, and provisions set out as a note under section 1078-1 of Title 20, were to cease to be effective Oct. 1, 1996, prior to repeal by Pub. L. 102-325, title XV, §1558, July 23, 1992, 106 Stat. 841.

EFFECTIVE DATE OF 1986 AMENDMENT

Amendment by section 257 of Pub. L. 99-554 effective 30 days after Oct. 27, 1986, but not applicable to cases commenced under this title before that date, see section 302(a), (c)(1) of Pub. L. 99-554, set out as a note under section 581 of Title 28, Judiciary and Judicial Procedure.

Amendment by section 283 of Pub. L. 99-554 effective 30 days after Oct. 27, 1986, see section 302(a) of Pub. L. 99-554.

Pub. L. 99-509, title V, §5001(b), Oct. 21, 1986, 100 Stat. 1912, provided that: "The amendments made by subsection (a) of this section [amending this section] shall apply only to petitions filed under section 362 of title 11, United States Code, which are made after August 1, 1986."

EFFECTIVE DATE OF 1984 AMENDMENT

Amendment by Pub. L. 98-353 effective with respect to cases filed 90 days after July 10, 1984, see section 552(a) of Pub. L. 98-353, set out as a note under section 101 of this title.

REPORT TO CONGRESSIONAL COMMITTEES

Pub. L. 99-509, title V, §5001(a), Oct. 21, 1986, 100 Stat. 1911, directed Secretary of Transportation and Secretary of Commerce, before July 1, 1989, to submit reports to Congress on the effects of amendments to 11 U.S.C. 362 by this subsection.

§ 363. Use, sale, or lease of property

(a) In this section, "cash collateral" means cash, negotiable instruments, documents of title, securities, deposit accounts, or other cash equivalents whenever acquired in which the estate and an entity other than the estate have an interest and includes the proceeds, products, offspring, rents, or profits of property and the fees, charges, accounts or other payments for the use or occupancy of rooms and other public facilities in hotels, motels, or other lodging properties subject to a security interest as provided in section 552(b) of this title, whether existing before or after the commencement of a case under this title.

(b)(1) The trustee, after notice and a hearing, may use, sell, or lease, other than in the ordi-

nary course of business, property of the estate, except that if the debtor in connection with offering a product or a service discloses to an individual a policy prohibiting the transfer of personally identifiable information about individuals to persons that are not affiliated with the debtor and if such policy is in effect on the date of the commencement of the case, then the trustee may not sell or lease personally identifiable information to any person unless—

(A) such sale or such lease is consistent with such policy; or

(B) after appointment of a consumer privacy ombudsman in accordance with section 332, and after notice and a hearing, the court approves such sale or such lease—

(i) giving due consideration to the facts, circumstances, and conditions of such sale or such lease; and

(ii) finding that no showing was made that such sale or such lease would violate applicable nonbankruptcy law.

(2) If notification is required under subsection (a) of section 7A of the Clayton Act in the case of a transaction under this subsection, then—

(A) notwithstanding subsection (a) of such section, the notification required by such subsection to be given by the debtor shall be given by the trustee; and

(B) notwithstanding subsection (b) of such section, the required waiting period shall end on the 15th day after the date of the receipt, by the Federal Trade Commission and the Assistant Attorney General in charge of the Antitrust Division of the Department of Justice, of the notification required under such subsection (a), unless such waiting period is extended—

(i) pursuant to subsection (e)(2) of such section, in the same manner as such subsection (e)(2) applies to a cash tender offer;

(ii) pursuant to subsection (g)(2) of such section; or

(iii) by the court after notice and a hearing.

(c)(1) If the business of the debtor is authorized to be operated under section 721, 1108, 1203, 1204, or 1304 of this title and unless the court orders otherwise, the trustee may enter into transactions, including the sale or lease of property of the estate, in the ordinary course of business, without notice or a hearing, and may use property of the estate in the ordinary course of business without notice or a hearing.

(2) The trustee may not use, sell, or lease cash collateral under paragraph (1) of this subsection unless—

(A) each entity that has an interest in such cash collateral consents; or

(B) the court, after notice and a hearing, authorizes such use, sale, or lease in accordance with the provisions of this section.

(3) Any hearing under paragraph (2)(B) of this subsection may be a preliminary hearing or may be consolidated with a hearing under subsection (e) of this section, but shall be scheduled in accordance with the needs of the debtor. If the hearing under paragraph (2)(B) of this subsection is a preliminary hearing, the court may authorize such use, sale, or lease only if there is

363(B)(1) I WAS DUE A NOTICE AND A HEARING BY THE TRUSTEE, SHORTLY AFTER MY EX-WIFE (SECRETLY) FILED FOR BANKRUPTCY. MY EX-WIFE HAD COMMITTED TO PAYING THE MORTGAGES AS THE VOLUNTARY PRIMARY BREADWINNER FOR OUR FAMILY SINCE 2011. I HAD NO ACCESS TO THE ACCOUNTS, THE STATEMENTS OR NOTICES. I HAD NO KNOWLEDGE, NOTICE, OR MEANS OF KNOWING THAT A SINGLE MORTGAGE PAYMENT WAS LATE, LET ALONE THAT SEVERAL WERE DEFAULTED UPON, AND OUR MUTUALLY INVESTED IN (CASH), PURCHASED, AND DEEDED PROPERTY WAS AT RISK!

the purchase price of the property. Thus, in the most common situation, a holder of a lien on property being sold may bid at the sale and, if successful, may offset the amount owed to him that is secured by the lien on the property (but may not offset other amounts owed to him) against the purchase price, and be liable to the trustee for the balance of the sale price, if any.

Subsection (g) permits the trustee to sell free and clear of any vested or contingent right in the nature of dower or curtesy.

Subsection (h) permits sale of a co-owner's interest in property in which the debtor had an undivided ownership interest such as a joint tenancy, a tenancy in common, or a tenancy by the entirety. Such a sale is permissible only if partition is impracticable, if sale of the estate's interest would realize significantly less for the estate than sale of the property free of the interests of the co-owners, and if the benefit to the estate of such a sale outweighs any detriment to the co-owners. This subsection does not apply to a co-owner's interest in a public utility when a disruption of the utilities services could result.

Subsection (i) provides protections for co-owners and spouses with dower, curtesy, or community property rights. It gives a right of first refusal to the co-owner or spouse at the price at which the sale is to be consummated.

Subsection (j) requires the trustee to distribute to the spouse or co-owner the appropriate portion of the proceeds of the sale, less certain administrative expenses.

Subsection (k) [enacted as (l)] permits the trustee to use, sell, or lease property notwithstanding certain bankruptcy or ipso facto clauses that terminate the debtor's interest in the property or that work a forfeiture or modification of that interest. This subsection is not as broad as the anti-*ipso facto* provision in proposed 11 U.S.C. 541(c)(1).

Subsection (l) [enacted as (m)] protects good faith purchasers of property sold under this section from a reversal on appeal of the sale authorization, unless the authorization for the sale and the sale itself were stayed pending appeal. The purchaser's knowledge of the appeal is irrelevant to the issue of good faith.

Subsection (m) [enacted as (n)] is directed at collusive bidding on property sold under this section. It permits the trustee to void a sale if the price of the sale was controlled by an agreement among potential bidders. The trustees may also recover the excess of the value of the property over the purchase price, and may recover any costs, attorney's fees, or expenses incurred in voiding the sale or recovering the difference. In addition, the court is authorized to grant judgment in favor of the estate and against the collusive bidder if the agreement controlling the sale price was entered into in willful disregard of this subsection. The subsection does not specify the precise measure of damages, but simply provides for punitive damages, to be fixed in light of the circumstances.

REFERENCES IN TEXT

Section 7A of the Clayton Act, referred to in subsec. (b)(2), is classified to section 18a of Title 15, Commerce and Trade.

The Truth in Lending Act, referred to in subsec. (o), is title I of Pub. L. 90-321, May 29, 1968, 82 Stat. 146, as amended, which is classified generally to subchapter I (§1601 et seq.) of chapter 41 of Title 15, Commerce and Trade. For complete classification of this Act to the Code, see Short Title note set out under section 1601 of Title 15 and Tables.

AMENDMENTS

2010—Subsec. (d). Pub. L. 111-327, §2(a)(13)(A), struck out “only” before dash at end of introductory provisions.

Subsec. (d)(1). Pub. L. 111-327, §2(a)(13)(B), amended par. (1) generally. Prior to amendment, par. (1) read as follows: “in accordance with applicable nonbankruptcy

law that governs the transfer of property by a corporation or trust that is not a moneyed, business, or commercial corporation or trust; and”.

Subsec. (d)(2). Pub. L. 111-327, §2(a)(13)(C), inserted “only” before “to the extent”.

2005—Subsec. (b)(1). Pub. L. 109-8, §231(a), substituted “, except that if the debtor in connection with offering a product or a service discloses to an individual a policy prohibiting the transfer of personally identifiable information about individuals to persons that are not affiliated with the debtor and if such policy is in effect on the date of the commencement of the case, then the trustee may not sell or lease personally identifiable information to any person unless—” and subpars. (A) and (B) for period at end.

Subsec. (d). Pub. L. 109-8, §1221(a), substituted “only—” and pars. (1) and (2) for “only to the extent not inconsistent with any relief granted under section 362(c), 362(d), 362(e), or 362(f) of this title.”

Subsecs. (o), (p). Pub. L. 109-8, §204, added subsec. (o) and redesignated former subsec. (o) as (p).

1994—Subsec. (a). Pub. L. 103-394, §214(b), inserted “and the fees, charges, accounts or other payments for the use or occupancy of rooms and other public facilities in hotels, motels, or other lodging properties” after “property”.

Subsec. (b)(2). Pub. L. 103-394, §§109, 501(d)(8)(A), struck out “(15 U.S.C. 18a)” after “Clayton Act” and amended subpars. (A) and (B) generally. Prior to amendment, subpars. (A) and (B) read as follows:

“(A) notwithstanding subsection (a) of such section, such notification shall be given by the trustee; and

“(B) notwithstanding subsection (b) of such section, the required waiting period shall end on the tenth day after the date of the receipt of such notification, unless the court, after notice and hearing, orders otherwise.”

Subsec. (c)(1). Pub. L. 103-394, §501(d)(8)(B), substituted “1203, 1204, or 1304” for “1304, 1203, or 1204”.

Subsec. (e). Pub. L. 103-394, §219(c), inserted at end “This subsection also applies to property that is subject to any unexpired lease of personal property (to the exclusion of such property being subject to an order to grant relief from the stay under section 362).”

1986—Subsec. (c)(1). Pub. L. 99-554, §257(k)(1), inserted reference to sections 1203 and 1204 of this title.

Subsec. (l). Pub. L. 99-554, §257(k)(2), inserted reference to chapter 12.

1984—Subsec. (a). Pub. L. 98-353, §442(a), inserted “whenever acquired” after “equivalents” and “and includes the proceeds, products, offspring, rents, or profits of property subject to a security interest as provided in section 552(b) of this title, whether existing before or after the commencement of a case under this title” after “interest”.

Subsec. (b). Pub. L. 98-353, §442(b), designated existing provisions as par. (1) and added par. (2).

Subsec. (e). Pub. L. 98-353, §442(c), inserted “, with or without a hearing,” after “court” and struck out “In any hearing under this section, the trustee has the burden of proof on the issue of adequate protection”.

Subsec. (f)(3). Pub. L. 98-353, §442(d), substituted “all liens on such property” for “such interest”.

Subsec. (h). Pub. L. 98-353, §442(e), substituted “at the time of” for “immediately before”.

Subsec. (j). Pub. L. 98-353, §442(f), substituted “compensation” for “compensation”.

Subsec. (k). Pub. L. 98-353, §442(g), substituted “unless the court for cause orders otherwise the holder of such claim may bid at such sale, and, if the holder” for “if the holder”.

Subsec. (l). Pub. L. 98-353, §442(h), substituted “Subject to the provisions of section 365, the trustee” for “The trustee”, “condition” for “conditions”, “or the taking” for “a taking”, and “interest” for “interests”.

Subsec. (n). Pub. L. 98-353, §442(i), substituted “avoid” for “void”, “avoiding” for “voiding”, and “In addition to any recovery under the preceding sentence, the court may grant judgment for punitive damages in favor of the estate and against any such party that entered into such an agreement in willful disregard of

363(H) WOULD HAVE ONLY ALLOWED THIS SALE (PROVIDED I COULD BRING THE PAYMENTS CURRENT AND MAINTAIN THEM) IF THE BENEFIT TO THE ESTATE OF SUCH A SALE OUTWEIGHTS ANY DETRIMENT TO THE CO-OWNERS. WHICH IS LITERALLY IMPOSSIBLE! SHE HAD ROUGHLY \$40K OF UNSECURE DEBT, OUR MARITAL DEBTS LEFT IN MY NAME WERE NEVER GIVEN ANY CONSIDERATION, NOR WAS A PENNY APPLIED TO MY MARITAL DEBTS, OR PAID TO ME FOR MY INVESTMENTS. WE INSTANTLY LOST OVER \$200K FROM OUR CASH INVESTMENTS, PLUS I LOST A MILLION DOLLAR RETIREMENT INVESTMENT, WHICH THIS PROPERTY WAS THE WHOLE OF. WORTH \$800K TODAY, WITH ONLY \$300K OWED!

this subsection" for "The court may grant judgment in favor of the estate and against any such party that entered into such agreement in willful disregard of this subsection for punitive damages in addition to any recovery under the preceding sentence".

Subsec. (o). Pub. L. 98-353, § 442(j), added subsec. (o).

EFFECTIVE DATE OF 2005 AMENDMENT

Pub. L. 109-8, title XII, § 1221(d), Apr. 20, 2005, 119 Stat. 196, provided that: "The amendments made by this section [amending this section and sections 541 and 1129 of this title and enacting provisions set out as a note under this section] shall apply to a case pending under title 11, United States Code, on the date of enactment of this Act [Apr. 20, 2005], or filed under that title on or after that date of enactment, except that the court shall not confirm a plan under chapter 11 of title 11, United States Code, without considering whether this section would substantially affect the rights of a party in interest who first acquired rights with respect to the debtor after the date of the filing of the petition. The parties who may appear and be heard in a proceeding under this section include the attorney general of the State in which the debtor is incorporated, was formed, or does business."

Amendment by sections 204 and 231(a) of Pub. L. 109-8 effective 180 days after Apr. 20, 2005, and not applicable with respect to cases commenced under this title before such effective date, except as otherwise provided, see section 1501 of Pub. L. 109-8, set out as a note under section 101 of this title.

EFFECTIVE DATE OF 1994 AMENDMENT

Amendment by Pub. L. 103-394 effective Oct. 22, 1994, and not applicable with respect to cases commenced under this title before Oct. 22, 1994, see section 702 of Pub. L. 103-394, set out as a note under section 101 of this title.

EFFECTIVE DATE OF 1986 AMENDMENT

Amendment by Pub. L. 99-554 effective 30 days after Oct. 27, 1986, but not applicable to cases commenced under this title before that date, see section 302(a), (c)(1) of Pub. L. 99-554, set out as a note under section 581 of Title 28, Judiciary and Judicial Procedure.

EFFECTIVE DATE OF 1984 AMENDMENT

Amendment by Pub. L. 98-353 effective with respect to cases filed 90 days after July 10, 1984, see section 552(a) of Pub. L. 98-353, set out as a note under section 101 of this title.

CONSTRUCTION OF SECTION 1221 OF PUB. L. 109-8

Pub. L. 109-8, title XII, § 1221(e), Apr. 20, 2005, 119 Stat. 196, provided that: "Nothing in this section [see Effective Date of 2005 Amendment note above] shall be construed to require the court in which a case under chapter 11 of title 11, United States Code, is pending to remand or refer any proceeding, issue, or controversy to any other court or to require the approval of any other court for the transfer of property."

§ 364. Obtaining credit

(a) If the trustee is authorized to operate the business of the debtor under section 721, 1108, 1203, 1204, or 1304 of this title, unless the court orders otherwise, the trustee may obtain unsecured credit and incur unsecured debt in the ordinary course of business allowable under section 503(b)(1) of this title as an administrative expense.

(b) The court, after notice and a hearing, may authorize the trustee to obtain unsecured credit or to incur unsecured debt other than under subsection (a) of this section, allowable under section 503(b)(1) of this title as an administrative expense.

(c) If the trustee is unable to obtain unsecured credit allowable under section 503(b)(1) of this title as an administrative expense, the court, after notice and a hearing, may authorize the obtaining of credit or the incurring of debt—

(1) with priority over any or all administrative expenses of the kind specified in section 503(b) or 507(b) of this title;

(2) secured by a lien on property of the estate that is not otherwise subject to a lien; or

(3) secured by a junior lien on property of the estate that is subject to a lien.

(d)(1) The court, after notice and a hearing, may authorize the obtaining of credit or the incurring of debt secured by a senior or equal lien on property of the estate that is subject to a lien only if—

(A) the trustee is unable to obtain such credit otherwise; and

(B) there is adequate protection of the interest of the holder of the lien on the property of the estate on which such senior or equal lien is proposed to be granted.

(2) In any hearing under this subsection, the trustee has the burden of proof on the issue of adequate protection.

(e) The reversal or modification on appeal of an authorization under this section to obtain credit or incur debt, or of a grant under this section of a priority or a lien, does not affect the validity of any debt so incurred, or any priority or lien so granted, to an entity that extended such credit in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and the incurring of such debt, or the granting of such priority or lien, were stayed pending appeal.

(f) Except with respect to an entity that is an underwriter as defined in section 1145(b) of this title, section 5 of the Securities Act of 1933, the Trust Indenture Act of 1939, and any State or local law requiring registration for offer or sale of a security or registration or licensing of an issuer of, underwriter of, or broker or dealer in, a security does not apply to the offer or sale under this section of a security that is not an equity security.

(Pub. L. 95-598, Nov. 6, 1978, 92 Stat. 2574; Pub. L. 99-554, title II, § 257(l), Oct. 27, 1986, 100 Stat. 3115; Pub. L. 103-394, title V, § 501(d)(9), Oct. 22, 1994, 108 Stat. 4144.)

HISTORICAL AND REVISION NOTES

LEGISLATIVE STATEMENTS

Section 364(f) of the House amendment is new. This provision continues the exemption found in section 3(a)(7) of the Securities Act of 1933 [15 U.S.C. 77c(a)(7)] for certificates of indebtedness issued by a trustee in bankruptcy. The exemption applies to any debt security issued under section 364 of title 11. The section does not intend to change present law which exempts such securities from the Trust Indenture Act, 15 U.S.C. 77aaa, et seq. (1976).

SENATE REPORT NO. 95-989

This section is derived from provisions in current law governing certificates of indebtedness, but is much broader. It governs all obtaining of credit and incurring of debt by the estate.

Subsection (a) authorizes the obtaining of unsecured credit and the incurring of unsecured debt in the ordi-

363(H) PLUS THIS FORCED AUCTION RENDERED ME HOMELESS WITHOUT ANY INCOME, STRAIGHT FROM A BEAUTIFUL HOME WITH PROVISION PAID BY MY TENANTS. THIS DEPRIVED ME OF MY PROPERTY INTEREST IN MY ONLY STREAM OF INCOME, MY PROPERTY INTEREST IN MY SHELTER, MY PROVISION, AND THE WHOLE OF MY PREMARITAL RETIREMENT SAVINGS, WITHOUT ONE PENNY TO MY BENEFIT, OR NOTICE BY WHICH I COULD SAVE MY PROPERTY INTEREST, OR AT LEAST TRY TO MITIGATE MY LOSSES IN MY PROPERTY INTERESTS! WHILE THE BANKRUPTCY WAS FILED MONTHS BEFORE THE DIVORCE, GIVING CIRCUIT COURT JURISDICTION! CRIME BETWEEN COURTS & COUNSEL!



Editorial Notes

AMENDMENTS

2010—Subsec. (b). Pub. L. 111-327 substituted “Schedules, and Statement of Financial Affairs, and in some cases a Statement of Intention,” for “Schedules and Statement of Financial Affairs, as well as in some cases a Statement of Intention” in third sentence of fourth undesignated par.

Statutory Notes and Related Subsidiaries

EFFECTIVE DATE

Section effective 180 days after Apr. 20, 2005, and not applicable with respect to cases commenced under this title before such effective date, except as otherwise provided, see section 1501 of Pub. L. 109-8, set out as an Effective Date of 2005 Amendment note under section 101 of this title.

§ 528. Requirements for debt relief agencies

(a) A debt relief agency shall—

(1) not later than 5 business days after the first date on which such agency provides any bankruptcy assistance services to an assisted person, but prior to such assisted person’s petition under this title being filed, execute a written contract with such assisted person that explains clearly and conspicuously—

(A) the services such agency will provide to such assisted person; and

(B) the fees or charges for such services, and the terms of payment;

(2) provide the assisted person with a copy of the fully executed and completed contract;

(3) clearly and conspicuously disclose in any advertisement of bankruptcy assistance services or of the benefits of bankruptcy directed to the general public (whether in general media, seminars or specific mailings, telephonic or electronic messages, or otherwise) that the services or benefits are with respect to bankruptcy relief under this title; and

(4) clearly and conspicuously use the following statement in such advertisement: “We are a debt relief agency. We help people file for bankruptcy relief under the Bankruptcy Code.” or a substantially similar statement.

(b)(1) An advertisement of bankruptcy assistance services or of the benefits of bankruptcy directed to the general public includes—

(A) descriptions of bankruptcy assistance in connection with a chapter 13 plan whether or not chapter 13 is specifically mentioned in such advertisement; and

(B) statements such as “federally supervised repayment plan” or “Federal debt restructuring help” or other similar statements that could lead a reasonable consumer to believe that debt counseling was being offered when in fact the services were directed to providing bankruptcy assistance with a chapter 13 plan or other form of bankruptcy relief under this title.

(2) An advertisement, directed to the general public, indicating that the debt relief agency provides assistance with respect to credit defaults, mortgage foreclosures, eviction proceedings, excessive debt, debt collection pressure, or inability to pay any consumer debt shall—

(A) disclose clearly and conspicuously in such advertisement that the assistance may involve bankruptcy relief under this title; and

(B) include the following statement: “We are a debt relief agency. We help people file for bankruptcy relief under the Bankruptcy Code.” or a substantially similar statement.

(Added Pub. L. 109-8, title II, § 229(a), Apr. 20, 2005, 119 Stat. 71.)

Statutory Notes and Related Subsidiaries

EFFECTIVE DATE

Section effective 180 days after Apr. 20, 2005, and not applicable with respect to cases commenced under this title before such effective date, except as otherwise provided, see section 1501 of Pub. L. 109-8, set out as an Effective Date of 2005 Amendment note under section 101 of this title.

SUBCHAPTER III—THE ESTATE

§ 541. Property of the estate

(a) The commencement of a case under section 301, 302, or 303 of this title creates an estate. Such estate is comprised of all the following property, wherever located and by whomever held:

(1) Except as provided in subsections (b) and (c)(2) of this section, all legal or equitable interests of the debtor in property as of the commencement of the case.

(2) All interests of the debtor and the debtor’s spouse in community property as of the commencement of the case that is—

(A) under the sole, equal, or joint management and control of the debtor; or

(B) liable for an allowable claim against the debtor, or for both an allowable claim against the debtor and an allowable claim against the debtor’s spouse, to the extent that such interest is so liable.

(3) Any interest in property that the trustee recovers under section 329(b), 363(n), 543, 550, 553, or 723 of this title.

(4) Any interest in property preserved for the benefit of or ordered transferred to the estate under section 510(c) or 551 of this title.

(5) Any interest in property that would have been property of the estate if such interest had been an interest of the debtor on the date of the filing of the petition, and that the debtor acquires or becomes entitled to acquire within 180 days after such date—

(A) by bequest, devise, or inheritance;

(B) as a result of a property settlement agreement with the debtor’s spouse, or of an interlocutory or final divorce decree; or

(C) as a beneficiary of a life insurance policy or of a death benefit plan.

(6) Proceeds, product, offspring, rents, or profits of or from property of the estate, except such as are earnings from services performed by an individual debtor after the commencement of the case.

(7) Any interest in property that the estate acquires after the commencement of the case.

(b) Property of the estate does not include—

(1) any power that the debtor may exercise solely for the benefit of an entity other than the debtor;

(2) any interest of the debtor as a lessee under a lease of nonresidential real property that has terminated at the expiration of the stated term of such lease before the commencement of the case under this title, and ceases to include any interest of the debtor as a lessee under a lease of nonresidential real property that has terminated at the expiration of the stated term of such lease during the case;

(3) any eligibility of the debtor to participate in programs authorized under the Higher Education Act of 1965 (20 U.S.C. 1001 et seq.; 42 U.S.C. 2751 et seq.),¹ or any accreditation status or State licensure of the debtor as an educational institution;

(4) any interest of the debtor in liquid or gaseous hydrocarbons to the extent that—

(A)(i) the debtor has transferred or has agreed to transfer such interest pursuant to a farmout agreement or any written agreement directly related to a farmout agreement; and

(ii) but for the operation of this paragraph, the estate could include the interest referred to in clause (i) only by virtue of section 365 or 544(a)(3) of this title; or

(B)(i) the debtor has transferred such interest pursuant to a written conveyance of a production payment to an entity that does not participate in the operation of the property from which such production payment is transferred; and

(ii) but for the operation of this paragraph, the estate could include the interest referred to in clause (i) only by virtue of section 365 or 542 of this title;

(5) funds placed in an education individual retirement account (as defined in section 530(b)(1) of the Internal Revenue Code of 1986) not later than 365 days before the date of the filing of the petition in a case under this title, but—

(A) only if the designated beneficiary of such account was a child, stepchild, grandchild, or stepgrandchild of the debtor for the taxable year for which funds were placed in such account;

(B) only to the extent that such funds—

(i) are not pledged or promised to any entity in connection with any extension of credit; and

(ii) are not excess contributions (as described in section 4973(e) of the Internal Revenue Code of 1986); and

(C) in the case of funds placed in all such accounts having the same designated beneficiary not earlier than 720 days nor later than 365 days before such date, only so much of such funds as does not exceed \$5,000;²

(6) funds used to purchase a tuition credit or certificate or contributed to an account in accordance with section 529(b)(1)(A) of the Internal Revenue Code of 1986 under a qualified State tuition program (as defined in section 529(b)(1) of such Code) not later than 365 days before the date of the filing of the petition in a case under this title, but—

(A) only if the designated beneficiary of the amounts paid or contributed to such tuition program was a child, stepchild, grandchild, or stepgrandchild of the debtor for the taxable year for which funds were paid or contributed;

(B) with respect to the aggregate amount paid or contributed to such program having the same designated beneficiary, only so much of such amount as does not exceed the total contributions permitted under section 529(b)(6) of such Code with respect to such beneficiary, as adjusted beginning on the date of the filing of the petition in a case under this title by the annual increase or decrease (rounded to the nearest tenth of 1 percent) in the education expenditure category of the Consumer Price Index prepared by the Department of Labor; and

(C) in the case of funds paid or contributed to such program having the same designated beneficiary not earlier than 720 days nor later than 365 days before such date, only so much of such funds as does not exceed \$5,000;²

(7) any amount—

(A) withheld by an employer from the wages of employees for payment as contributions—

(i) to—

(I) an employee benefit plan that is subject to title I of the Employee Retirement Income Security Act of 1974 or under an employee benefit plan which is a governmental plan under section 414(d) of the Internal Revenue Code of 1986;

(II) a deferred compensation plan under section 457 of the Internal Revenue Code of 1986; or

(III) a tax-deferred annuity under section 403(b) of the Internal Revenue Code of 1986;

except that such amount under this subparagraph shall not constitute disposable income as defined in section 1325(b)(2); or

(ii) to a health insurance plan regulated by State law whether or not subject to such title; or

(B) received by an employer from employees for payment as contributions—

(i) to—

(I) an employee benefit plan that is subject to title I of the Employee Retirement Income Security Act of 1974 or under an employee benefit plan which is a governmental plan under section 414(d) of the Internal Revenue Code of 1986;

(II) a deferred compensation plan under section 457 of the Internal Revenue Code of 1986; or

(III) a tax-deferred annuity under section 403(b) of the Internal Revenue Code of 1986;

except that such amount under this subparagraph shall not constitute disposable income, as defined in section 1325(b)(2); or

(ii) to a health insurance plan regulated by State law whether or not subject to such title;

¹ See References in Text note below.

² See Adjustment of Dollar Amounts notes below.

(8) subject to subchapter III of chapter 5, any interest of the debtor in property where the debtor pledged or sold tangible personal property (other than securities or written or printed evidences of indebtedness or title) as collateral for a loan or advance of money given by a person licensed under law to make such loans or advances, where—

(A) the tangible personal property is in the possession of the pledgee or transferee;

(B) the debtor has no obligation to repay the money, redeem the collateral, or buy back the property at a stipulated price; and

(C) neither the debtor nor the trustee have exercised any right to redeem provided under the contract or State law, in a timely manner as provided under State law and section 108(b);

(9) any interest in cash or cash equivalents that constitute proceeds of a sale by the debtor of a money order that is made—

(A) on or after the date that is 14 days prior to the date on which the petition is filed; and

(B) under an agreement with a money order issuer that prohibits the commingling of such proceeds with property of the debtor (notwithstanding that, contrary to the agreement, the proceeds may have been commingled with property of the debtor),

unless the money order issuer had not taken action, prior to the filing of the petition, to require compliance with the prohibition;

(10) funds placed in an account of a qualified ABLE program (as defined in section 529A(b) of the Internal Revenue Code of 1986) not later than 365 days before the date of the filing of the petition in a case under this title, but—

(A) only if the designated beneficiary of such account was a child, stepchild, grandchild, or stepgrandchild of the debtor for the taxable year for which funds were placed in such account;

(B) only to the extent that such funds—

(i) are not pledged or promised to any entity in connection with any extension of credit; and

(ii) are not excess contributions (as described in section 4973(h) of the Internal Revenue Code of 1986); and

(C) in the case of funds placed in all such accounts having the same designated beneficiary not earlier than 720 days nor later than 365 days before such date, only so much of such funds as does not exceed \$6,225;² or

(11) recovery rebates made under section 6428 of the Internal Revenue Code of 1986.

Paragraph (4) shall not be construed to exclude from the estate any consideration the debtor retains, receives, or is entitled to receive for transferring an interest in liquid or gaseous hydrocarbons pursuant to a farmout agreement.

(c)(1) Except as provided in paragraph (2) of this subsection, an interest of the debtor in property becomes property of the estate under subsection (a)(1), (a)(2), or (a)(5) of this section notwithstanding any provision in an agreement, transfer instrument, or applicable nonbankruptcy law—

(A) that restricts or conditions transfer of such interest by the debtor; or

(B) that is conditioned on the insolvency or financial condition of the debtor, on the commencement of a case under this title, or on the appointment of or taking possession by a trustee in a case under this title or a custodian before such commencement, and that effects or gives an option to effect a forfeiture, modification, or termination of the debtor's interest in property.

(2) A restriction on the transfer of a beneficial interest of the debtor in a trust that is enforceable under applicable nonbankruptcy law is enforceable in a case under this title.

(d) Property in which the debtor holds, as of the commencement of the case, only legal title and not an equitable interest, such as a mortgage secured by real property, or an interest in such a mortgage, sold by the debtor but as to which the debtor retains legal title to service or supervise the servicing of such mortgage or interest, becomes property of the estate under subsection (a)(1) or (2) of this section only to the extent of the debtor's legal title to such property, but not to the extent of any equitable interest in such property that the debtor does not hold.

(e) In determining whether any of the relationships specified in paragraph (5)(A) or (6)(A) of subsection (b) exists, a legally adopted child of an individual (and a child who is a member of an individual's household, if placed with such individual by an authorized placement agency for legal adoption by such individual), or a foster child of an individual (if such child has as the child's principal place of abode the home of the debtor and is a member of the debtor's household) shall be treated as a child of such individual by blood.

(f) Notwithstanding any other provision of this title, property that is held by a debtor that is a corporation described in section 501(c)(3) of the Internal Revenue Code of 1986 and exempt from tax under section 501(a) of such Code may be transferred to an entity that is not such a corporation, but only under the same conditions as would apply if the debtor had not filed a case under this title.

(Pub. L. 95-598, Nov. 6, 1978, 92 Stat. 2594; Pub. L. 98-353, title III, §§363(a), 456, July 10, 1984, 98 Stat. 363, 376; Pub. L. 101-508, title III, §3007(a)(2), Nov. 5, 1990, 104 Stat. 1388-28; Pub. L. 102-486, title XXX, §3017(b), Oct. 24, 1992, 106 Stat. 3130; Pub. L. 103-394, title II, §§208(b), 223, Oct. 22, 1994, 108 Stat. 4124, 4129; Pub. L. 109-8, title II, §225(a), title III, §323, title XII, §§1212, 1221(c), 1230, Apr. 20, 2005, 119 Stat. 65, 97, 194, 196, 201; Pub. L. 111-327, §2(a)(22), Dec. 22, 2010, 124 Stat. 3560; Pub. L. 113-295, div. B, title I, §104(a), Dec. 19, 2014, 128 Stat. 4063; Pub. L. 116-260, div. FF, title X, §1001(a), Dec. 27, 2020, 134 Stat. 3216.)

AMENDMENT OF SUBSECTION (b)

Pub. L. 116-260, div. FF, title X, §1001(a)(2), Dec. 27, 2020, 134 Stat. 3216, provided that, effective on the date that is 1 year after Dec. 27, 2020, subsection (b) of this section is amended:

(1) in paragraph (9), in the matter following subparagraph (B), by adding "or" at the end;

(2) in paragraph (10)(C), by striking “; or” and inserting a period; and
 (3) by striking paragraph (11).

See 2020 Amendment note below.

HISTORICAL AND REVISION NOTES

LEGISLATIVE STATEMENTS

Section 541(a)(7) is new. The provision clarifies that any interest in property that the estate acquires after the commencement of the case is property of the estate; for example, if the estate enters into a contract, after the commencement of the case, such a contract would be property of the estate. The addition of this provision by the House amendment merely clarifies that section 541(a) is an all-embracing definition which includes charges on property, such as liens held by the debtor on property of a third party, or beneficial rights and interests that the debtor may have in property of another. However, only the debtor's interest in such property becomes property of the estate. If the debtor holds bare legal title or holds property in trust for another, only those rights which the debtor would have otherwise had emanating from such interest pass to the estate under section 541. Neither this section nor section 545 will affect various statutory provisions that give a creditor a lien that is valid both inside and outside bankruptcy against a bona fide purchaser of property from the debtor, or that creates a trust fund for the benefit of creditors meeting similar criteria. See Packers and Stockyards Act §206, 7 U.S.C. 196 (1976).

Section 541(c)(2) follows the position taken in the House bill and rejects the position taken in the Senate amendment with respect to income limitations on a spend-thrift trust.

Section 541(d) of the House amendment is derived from section 541(e) of the Senate amendment and reiterates the general principle that where the debtor holds bare legal title without any equitable interest, that the estate acquires bare legal title without any equitable interest in the property. The purpose of section 541(d) as applied to the secondary mortgage market is identical to the purpose of section 541(e) of the Senate amendment and section 541(d) will accomplish the same result as would have been accomplished by section 541(e). Even if a mortgage seller retains for purposes of servicing legal title to mortgages or interests in mortgages sold in the secondary mortgage market, the trustee would be required by section 541(d) to turn over the mortgages or interests in mortgages to the purchaser of those mortgages.

The seller of mortgages in the secondary mortgage market will often retain the original mortgage notes and related documents and the seller will not endorse the notes to reflect the sale to the purchaser. Similarly, the purchaser will often not record the purchaser's ownership of the mortgages or interests in mortgages under State recording statutes. These facts are irrelevant and the seller's retention of the mortgage documents and the purchaser's decision not to record do not change the trustee's obligation to turn the mortgages or interests in mortgages over to the purchaser. The application of section 541(d) to secondary mortgage market transactions will not be affected by the terms of the servicing agreement between the mortgage servicer and the purchaser of the mortgages. Under section 541(d), the trustee is required to recognize the purchaser's title to the mortgages or interests in mortgages and to turn this property over to the purchaser. It makes no difference whether the servicer and the purchaser characterize their relationship as one of trust, agency, or independent contractor.

The purpose of section 541(d) as applied to the secondary mortgage market is therefore to make certain that secondary mortgage market sales as they are currently structured are not subject to challenge by bankruptcy trustees and that purchasers of mortgages will be able to obtain the mortgages or interests in mortgages which they have purchased from trustees without

the trustees asserting that a sale of mortgages is a loan from the purchaser to the seller.

Thus, as section 541(a)(1) clearly states, the estate is comprised of all legal or equitable interests of the debtor in property as of the commencement of the case. To the extent such an interest is limited in the hands of the debtor, it is equally limited in the hands of the estate except to the extent that defenses which are personal against the debtor are not effective against the estate.

Property of the estate: The Senate amendment provided that property of the estate does not include amounts held by the debtor as trustee and any taxes withheld or collected from others before the commencement of the case. The House amendment removes these two provisions. As to property held by the debtor as a trustee, the House amendment provides that property of the estate will include whatever interest the debtor held in the property at the commencement of the case. Thus, where the debtor held only legal title to the property and the beneficial interest in that property belongs to another, such as exists in the case of property held in trust, the property of the estate includes the legal title, but not the beneficial interest in the property.

As to withheld taxes, the House amendment deletes the rule in the Senate bill as unnecessary since property of the estate does not include the beneficial interest in property held by the debtor as a trustee. Under the Internal Revenue Code of 1954 (section 7501) [26 U.S.C. 7501], the amounts of withheld taxes are held to be a special fund in trust for the United States. Where the Internal Revenue Service can demonstrate that the amounts of taxes withheld are still in the possession of the debtor at the commencement of the case, then if a trust is created, those amounts are not property of the estate. Compare *In re Shakesteers Coffee Shops*, 546 F.2d 821 (9th Cir. 1976) with *In re Glynn Wholesale Building Materials, Inc.* (S.D. Ga. 1978) and *In re Progress Tech Colleges, Inc.*, 42 Afr 2d 78-5573 (S.D. Ohio 1977).

Where it is not possible for the Internal Revenue Service to demonstrate that the amounts of taxes withheld are still in the possession of the debtor at the commencement of the case, present law generally includes amounts of withheld taxes as property of the estate. See, e.g., *United States v. Randall*, 401 U.S. 513 (1973) [91 S. Ct. 991, 28 L.Ed.2d 273] and *In re Tamasha Town and Country Club*, 483 F.2d 1377 (9th Cir. 1973). Nonetheless, a serious problem exists where “trust fund taxes” withheld from others are held to be property of the estate where the withheld amounts are commingled with other assets of the debtor. The courts should permit the use of reasonable assumptions under which the Internal Revenue Service, and other tax authorities, can demonstrate that amounts of withheld taxes are still in the possession of the debtor at the commencement of the case. For example, where the debtor had commingled that amount of withheld taxes in his general checking account, it might be reasonable to assume that any remaining amounts in that account on the commencement of the case are the withheld taxes. In addition, Congress may consider future amendments to the Internal Revenue Code [title 26] making clear that amounts of withheld taxes are held by the debtor in a trust relationship and, consequently, that such amounts are not property of the estate.

SENATE REPORT NO. 95-989

This section defines property of the estate, and specifies what property becomes property of the estate. The commencement of a bankruptcy case creates an estate. Under paragraph (1) of subsection (a), the estate is comprised of all legal or equitable interest of the debtor in property, wherever located, as of the commencement of the case. The scope of this paragraph is broad. It includes all kinds of property, including tangible or intangible property, causes of action (see Bankruptcy Act §70a(6) [section 110(a)(6) of former title 11]), and all other forms of property currently specified in section 70a of the Bankruptcy Act §70a [section 110(a) of former

title 11], as well as property recovered by the trustee under section 542 of proposed title 11, if the property recovered was merely out of the possession of the debtor, yet remained "property of the debtor." The debtor's interest in property also includes "title" to property, which is an interest, just as are a possessory interest, or leasehold interest, for example. The result of *Segal v. Rochelle*, 382 U.S. 375 (1966), is followed, and the right to a refund is property of the estate.

Though this paragraph will include choses in action and claims by the debtor against others, it is not intended to expand the debtor's rights against others more than they exist at the commencement of the case. For example, if the debtor has a claim that is barred at the time of the commencement of the case by the statute of limitations, then the trustee would not be able to pursue that claim, because he too would be barred. He could take no greater rights than the debtor himself had. But see proposed 11 U.S.C. 108, which would permit the trustee a tolling of the statute of limitations if it had not run before the date of the filing of the petition.

Paragraph (1) has the effect of overruling *Lockwood v. Exchange Bank*, 190 U.S. 294 (1903), because it includes as property of the estate all property of the debtor, even that needed for a fresh start. After the property comes into the estate, then the debtor is permitted to exempt it under proposed 11 U.S.C. 522, and the court will have jurisdiction to determine what property may be exempted and what remains as property of the estate. The broad jurisdictional grant in proposed 28 U.S.C. 1334 would have the effect of overruling *Lockwood* independently of the change made by this provision.

Paragraph (1) also has the effect of overruling *Lines v. Frederick*, 400 U.S. 18 (1970).

Situations occasionally arise where property ostensibly belonging to the debtor will actually not be property of the debtor, but will be held in trust for another. For example, if the debtor has incurred medical bills that were covered by insurance, and the insurance company had sent the payment of the bills to the debtor before the debtor had paid the bill for which the payment was reimbursement, the payment would actually be held in a constructive trust for the person to whom the bill was owed. This section and proposed 11 U.S.C. 545 also will not affect various statutory provisions that give a creditor of the debtor a lien that is valid outside as well as inside bankruptcy, or that creates a trust fund for the benefit of a creditor of the debtor. See *Packers and Stockyards Act* § 206, 7 U.S.C. 196.

Bankruptcy Act § 8 [section 26 of former title 11] has been deleted as unnecessary. Once the estate is created, no interests in property of the estate remain in the debtor. Consequently, if the debtor dies during the case, only property exempted from property of the estate or acquired by the debtor after the commencement of the case and not included as property of the estate will be available to the representative of the debtor's probate estate. The bankruptcy proceeding will continue in rem with respect to property of the state, and the discharge will apply in personam to relieve the debtor, and thus his probate representative, of liability for dischargeable debts.

The estate also includes the interests of the debtor and the debtor's spouse in community property, subject to certain limitations; property that the trustee recovers under the avoiding powers; property that the debtor acquires by bequest, devise, inheritance, a property settlement agreement with the debtor's spouse, or as the beneficiary of a life insurance policy within 180 days after the petition; and proceeds, product, offspring, rents, and profits of or from property of the estate, except such as are earning from services performed by an individual debtor after the commencement of the case. Proceeds here is not used in a confining sense, as defined in the Uniform Commercial Code, but is intended to be a broad term to encompass all proceeds of property of the estate. The conversion in form of property of the estate does not change its character as property of the estate.

Subsection (b) excludes from property of the estate any power, such as a power of appointment, that the debtor may exercise solely for the benefit of an entity other than the debtor. This changes present law which excludes powers solely benefiting other persons but not other entities.

Subsection (c) invalidates restrictions on the transfer of property of the debtor, in order that all of the interests of the debtor in property will become property of the estate. The provisions invalidated are those that restrict or condition transfer of the debtor's interest, and those that are conditioned on the insolvency or financial condition of the debtor, on the commencement of a bankruptcy case, or on the appointment of a custodian of the debtor's property. Paragraph (2) of subsection (c), however, preserves restrictions on a transfer of a spendthrift trust that the restriction is enforceable nonbankruptcy law to the extent of the income reasonably necessary for the support of a debtor and his dependents.

Subsection (d) [enacted as (e)], derived from section 70c of the Bankruptcy Act [section 110(c) of former title 11], gives the estate the benefit of all defenses available to the debtor as against an entity other than the estate, including such defenses as statutes of limitations, statutes of frauds, usury, and other personal defenses, and makes waiver by the debtor after the commencement of the case ineffective to bind the estate.

Section 541(e) [enacted as (d)] confirms the current status under the Bankruptcy Act [former title 11] of bona fide secondary mortgage market transactions as the purchase and sale of assets. Mortgages or interests in mortgages sold in the secondary market should not be considered as part of the debtor's estate. To permit the efficient servicing of mortgages or interests in mortgages the seller often retains the original mortgage notes and related documents, and the purchaser records under State recording statutes the purchaser's ownership of the mortgages or interests in mortgages purchased. Section 541(e) makes clear that the seller's retention of the mortgage documents and the purchaser's decision not to record do not impair the asset sale character of secondary mortgage market transactions. The committee notes that in secondary mortgage market transactions the parties may characterize their relationship as one of trust, agency, or independent contractor. The characterization adopted by the parties should not affect the statutes in bankruptcy on bona fide secondary mortgage market purchases and sales.

Editorial Notes

REFERENCES IN TEXT

The Higher Education Act of 1965, referred to in subsec. (b)(3), is Pub. L. 89-329, Nov. 8, 1965, 79 Stat. 1219, which is classified generally to chapter 28 (§1001 et seq.) of Title 20, Education. Part C of title IV of the Act was formerly classified to part C (§2751 et seq.) of subchapter I of chapter 34 of Title 42, The Public Health and Welfare, prior to transfer to part C (§1087-51 et seq.) of subchapter IV of chapter 28 of Title 20. For complete classification of this Act to the Code, see Short Title note set out under section 1001 of Title 20 and Tables.

The Internal Revenue Code of 1986, referred to in subsecs. (b)(5) to (7), (10), (11) and (f), is classified generally to Title 26, Internal Revenue Code.

The Employee Retirement Income Security Act of 1974, referred to in subsec. (b)(7)(A)(i)(I), (B)(i)(I), is Pub. L. 93-406, Sept. 2, 1974, 88 Stat. 829, as amended. Title I of the Act is classified generally to subchapter I (§1001 et seq.) of chapter 18 of Title 29, Labor. For complete classification of this Act to the Code, see Short Title note set out under section 1001 of Title 29 and Tables.

AMENDMENTS

2020—Subsec. (b)(11). Pub. L. 116-260, §1001(a)(2), struck out par. (11) which read as follows: "recovery re-

bates made under section 6428 of the Internal Revenue Code of 1986.”

Pub. L. 116-260, § 1001(a)(1), added par. (11).

2014—Subsec. (b)(10). Pub. L. 113-295 added par. (10).

2010—Subsec. (b)(6)(B). Pub. L. 111-327 substituted “section 529(b)(6)” for “section 529(b)(7)”.

2005—Subsec. (b)(4). Pub. L. 109-8, § 225(a)(1)(A), struck out “or” at end.

Subsec. (b)(4)(B)(ii). Pub. L. 109-8, § 1212, inserted “365 or” before “542”.

Subsec. (b)(5), (6). Pub. L. 109-8, § 225(a)(1)(C), added pars. (5) and (6). Former par. (5) redesignated (9).

Subsec. (b)(7). Pub. L. 109-8, § 323, added par. (7).

Subsec. (b)(8). Pub. L. 109-8, § 1230, added par. (8).

Subsec. (b)(9). Pub. L. 109-8, § 225(a)(1)(B), redesignated par. (5) as (9).

Subsec. (e). Pub. L. 109-8, § 225(a)(2), added subsec. (e).

Subsec. (f). Pub. L. 109-8, § 1221(c), added subsec. (f).

1994—Subsec. (b)(4). Pub. L. 103-394, § 208(b), designated existing provisions of subpar. (A) as cl. (i) of subpar. (A), redesignated subpar. (B) as cl. (ii) of subpar. (A), substituted “the interest referred to in clause (i)” for “such interest”, substituted “; or” for period at end of cl. (ii), and added subpar. (B).

Pub. L. 103-394, § 223(2), which directed the amendment of subsec. (b)(4) by striking out period at end and inserting “; or”, was executed by inserting “or” after semicolon at end of subsec. (b)(4)(B)(ii), as added by Pub. L. 103-394, § 208(b)(3), to reflect the probable intent of Congress.

Subsec. (b)(5). Pub. L. 103-394, § 223, added par. (5).

1992—Subsec. (b). Pub. L. 102-486 added par. (4) and closing provisions.

1990—Subsec. (b)(3). Pub. L. 101-508 added par. (3).

1984—Subsec. (a). Pub. L. 98-353, § 456(a)(1), (2), struck out “under” after “under” and inserted “and by whom-ever held” after “located”.

Subsec. (a)(3). Pub. L. 98-353, § 456(a)(3), inserted “329(b), 363(n)”.

Subsec. (a)(5). Pub. L. 98-353, § 456(a)(4), substituted “Any” for “An”.

Subsec. (a)(6). Pub. L. 98-353, § 456(a)(5), substituted “or profits” for “and profits”.

Subsec. (b). Pub. L. 98-353, § 363(a), amended subsec. (b) generally. Prior to amendment, subsec. (b) read as follows: “Property of the estate does not include any power that the debtor may only exercise solely for the benefit of an entity other than the debtor.”

Subsec. (c)(1). Pub. L. 98-353, § 456(b)(1), inserted “in an agreement, transfer, instrument, or applicable non-bankruptcy law”.

Subsec. (c)(1)(B). Pub. L. 98-353, § 456(b)(2), substituted “taking” for “the taking”, and inserted “before such commencement” after “custodian”.

Subsec. (d). Pub. L. 98-353, § 456(c), inserted “(1) or (2)” after “(a)”.

Subsec. (e). Pub. L. 98-353, § 456(d), struck out subsec. (e) which read as follows: “The estate shall have the benefit of any defense available to the debtor as against an entity other than the estate, including statutes of limitation, statutes of frauds, usury, and other personal defenses. A waiver of any such defense by the debtor after the commencement of the case does not bind the estate.”

Statutory Notes and Related Subsidiaries

EFFECTIVE DATE OF 2020 AMENDMENT

Pub. L. 116-260, div. FF, title X, § 1001(a)(2), Dec. 27, 2020, 134 Stat. 3216, provided that the amendment made by section 1001(a)(2) is effective on the date that is 1 year after Dec. 27, 2020.

EFFECTIVE DATE OF 2014 AMENDMENT

Amendment by Pub. L. 113-295 applicable with respect to cases commenced under this title on or after Dec. 19, 2014, see section 104(d) of Pub. L. 113-295, set out as a note under section 521 of this title.

EFFECTIVE DATE OF 2005 AMENDMENT

Amendment by section 1221(c) of Pub. L. 109-8 applicable to cases pending under this title on Apr. 20, 2005,

or filed under this title on or after Apr. 20, 2005, with certain exceptions, see section 1221(d) of Pub. L. 109-8, set out as a note under section 363 of this title.

Amendment by sections 225(a), 323, 1212, and 1230 of Pub. L. 109-8 effective 180 days after Apr. 20, 2005, and not applicable with respect to cases commenced under this title before such effective date, except as otherwise provided, see section 1501 of Pub. L. 109-8, set out as a note under section 101 of this title.

EFFECTIVE DATE OF 1994 AMENDMENT

Amendment by Pub. L. 103-394 effective Oct. 22, 1994, and not applicable with respect to cases commenced under this title before Oct. 22, 1994, see section 702 of Pub. L. 103-394, set out as a note under section 101 of this title.

EFFECTIVE DATE OF 1992 AMENDMENT

Amendment by Pub. L. 102-486 effective Oct. 24, 1992, but not applicable with respect to cases commenced under this title before Oct. 24, 1992, see section 3017(c) of Pub. L. 102-486, set out as a note under section 101 of this title.

EFFECTIVE DATE OF 1984 AMENDMENT

Amendment by Pub. L. 98-353 effective with respect to cases filed 90 days after July 10, 1984, see section 552(a) of Pub. L. 98-353, set out as a note under section 101 of this title.

Court Rules and Judicial Documents

ADJUSTMENT OF DOLLAR AMOUNTS

The dollar amounts specified in this section were adjusted by notices of the Judicial Conference of the United States pursuant to section 104 of this title as follows:

By notice dated Feb. 5, 2019, 84 F.R. 3488, effective Apr. 1, 2019, in subsec. (b)(5)(C), (6)(C), (10)(C), dollar amount “6,425” was adjusted to “6,825”. See notice of the Judicial Conference of the United States set out as a note under section 104 of this title.

By notice dated Feb. 16, 2016, 81 F.R. 8748, effective Apr. 1, 2016, in subsec. (b)(5)(C), (6)(C), dollar amount “6,225” was adjusted to “6,425”.

By notice dated Feb. 12, 2013, 78 F.R. 12089, effective Apr. 1, 2013, in subsec. (b)(5)(C), (6)(C), dollar amount “5,850” was adjusted to “6,225”.

By notice dated Feb. 19, 2010, 75 F.R. 8747, effective Apr. 1, 2010, in subsec. (b)(5)(C), (6)(C), dollar amount “5,475” was adjusted to “5,850”.

By notice dated Feb. 7, 2007, 72 F.R. 7082, effective Apr. 1, 2007, in subsec. (b)(5)(C), (6)(C), dollar amount “5,000” was adjusted to “5,475”.

§ 542. Turnover of property to the estate

(a) Except as provided in subsection (c) or (d) of this section, an entity, other than a custodian, in possession, custody, or control, during the case, of property that the trustee may use, sell, or lease under section 363 of this title, or that the debtor may exempt under section 522 of this title, shall deliver to the trustee, and account for, such property or the value of such property, unless such property is of inconsequential value or benefit to the estate.

(b) Except as provided in subsection (c) or (d) of this section, an entity that owes a debt that is property of the estate and that is matured, payable on demand, or payable on order, shall pay such debt to, or on the order of, the trustee, except to the extent that such debt may be offset under section 553 of this title against a claim against the debtor.

(c) Except as provided in section 362(a)(7) of this title, an entity that has neither actual no-

(D) Subparagraphs (A) through (C) shall not apply, and the court may not dismiss or convert a case based on any form of means testing—

(i) if the debtor is a disabled veteran (as defined in section 3741(1) of title 38), and the indebtedness occurred primarily during a period during which he or she was—

(I) on active duty (as defined in section 101(d)(1) of title 10); or

(II) performing a homeland defense activity (as defined in section 901(1) of title 32); or

(ii) with respect to the debtor, while the debtor is—

(I) on, and during the 540-day period beginning immediately after the debtor is released from, a period of active duty (as defined in section 101(d)(1) of title 10) of not less than 90 days; or

(II) performing, and during the 540-day period beginning immediately after the debtor is no longer performing, a homeland defense activity (as defined in section 901(1) of title 32) performed for a period of not less than 90 days;

if after September 11, 2001, the debtor while a member of a reserve component of the Armed Forces or a member of the National Guard, was called to such active duty or performed such homeland defense activity.

(3) In considering under paragraph (1) whether the granting of relief would be an abuse of the provisions of this chapter in a case in which the presumption in paragraph (2)(A)(i) does not arise or is rebutted, the court shall consider—

(A) whether the debtor filed the petition in bad faith; or

(B) the totality of the circumstances (including whether the debtor seeks to reject a personal services contract and the financial need for such rejection as sought by the debtor) of the debtor's financial situation demonstrates abuse.

(4)(A) The court, on its own initiative or on the motion of a party in interest, in accordance with the procedures described in rule 9011 of the Federal Rules of Bankruptcy Procedure, may order the attorney for the debtor to reimburse the trustee for all reasonable costs in prosecuting a motion filed under section 707(b), including reasonable attorneys' fees, if—

(i) a trustee files a motion for dismissal or conversion under this subsection; and

(ii) the court—

(I) grants such motion; and

(II) finds that the action of the attorney for the debtor in filing a case under this chapter violated rule 9011 of the Federal Rules of Bankruptcy Procedure.

(B) If the court finds that the attorney for the debtor violated rule 9011 of the Federal Rules of Bankruptcy Procedure, the court, on its own initiative or on the motion of a party in interest, in accordance with such procedures, may order—

(i) the assessment of an appropriate civil penalty against the attorney for the debtor; and

(ii) the payment of such civil penalty to the trustee, the United States trustee (or the bankruptcy administrator, if any).

(C) The signature of an attorney on a petition, pleading, or written motion shall constitute a certification that the attorney has—

(i) performed a reasonable investigation into the circumstances that gave rise to the petition, pleading, or written motion; and

(ii) determined that the petition, pleading, or written motion—

(I) is well grounded in fact; and

(II) is warranted by existing law or a good faith argument for the extension, modification, or reversal of existing law and does not constitute an abuse under paragraph (1).

(D) The signature of an attorney on the petition shall constitute a certification that the attorney has no knowledge after an inquiry that the information in the schedules filed with such petition is incorrect.

(5)(A) Except as provided in subparagraph (B) and subject to paragraph (6), the court, on its own initiative or on the motion of a party in interest, in accordance with the procedures described in rule 9011 of the Federal Rules of Bankruptcy Procedure, may award a debtor all reasonable costs (including reasonable attorneys' fees) in contesting a motion filed by a party in interest (other than a trustee or United States trustee (or bankruptcy administrator, if any)) under this subsection if—

(i) the court does not grant the motion; and

(ii) the court finds that—

(I) the position of the party that filed the motion violated rule 9011 of the Federal Rules of Bankruptcy Procedure; or

(II) the attorney (if any) who filed the motion did not comply with the requirements of clauses (i) and (ii) of paragraph (4)(C), and the motion was made solely for the purpose of coercing a debtor into waiving a right guaranteed to the debtor under this title.

(B) A small business that has a claim of an aggregate amount less than \$1,000¹ shall not be subject to subparagraph (A)(ii)(I).

(C) For purposes of this paragraph—

(i) the term "small business" means an unincorporated business, partnership, corporation, association, or organization that—

(I) has fewer than 25 full-time employees as determined on the date on which the motion is filed; and

(II) is engaged in commercial or business activity; and

(ii) the number of employees of a wholly owned subsidiary of a corporation includes the employees of—

(I) a parent corporation; and

(II) any other subsidiary corporation of the parent corporation.

(6) Only the judge or United States trustee (or bankruptcy administrator, if any) may file a motion under section 707(b), if the current monthly income of the debtor, or in a joint case, the debtor and the debtor's spouse, as of the date of the order for relief, when multiplied by 12, is equal to or less than—

(A) in the case of a debtor in a household of 1 person, the median family income of the applicable State for 1 earner;

(B) in the case of a debtor in a household of 2, 3, or 4 individuals, the highest median fam-



“(B) any amount by which the percentage fee fixed under paragraph (1)(B) of this subsection for all such cases exceeds—

“(1) such individual’s actual compensation for such cases, as adjusted under subparagraph (A) of this paragraph; plus

“(ii) the actual, necessary expenses incurred by such individual as standing trustee in such cases.”

See section 586(b) and (e) of Title 28, Judiciary and Judicial Procedure.

EFFECTIVE DATE OF 2005 AMENDMENT

Amendment by section 219(c) of Pub. L. 109-8 effective 180 days after Apr. 20, 2005, and not applicable with respect to cases commenced under this title before such effective date, except as otherwise provided, see section 1501 of Pub. L. 109-8, set out as a note under section 101 of this title.

EFFECTIVE DATE

Section effective 30 days after Oct. 27, 1986, and before the amendment by section 227 of Pub. L. 99-554, see section 302(c)(2) of Pub. L. 99-554, set out as an Effective Date of 1986 Amendment note under section 581 of Title 28, Judiciary and Judicial Procedure.

Effective date and applicability of amendment by section 227 of Pub. L. 99-554 dependent upon the judicial district involved, see section 302(d), (e) of Pub. L. 99-554.

REFERENCES IN SUBSECTION (a) TEMPORARILY DEEMED TO BE REFERENCES TO OTHER PROVISIONS

Until the amendments made by subtitle A (§§201 to 231) of title II of Pub. L. 99-554 become effective in a district and apply to a case, in subsec. (a) of this section—

- (1) the first two references to the United States trustee are deemed to be references to the court, and
(2) any reference to section 586(b) of Title 28, Judiciary and Judicial Procedure, is deemed to be a reference to subsec. (c) of this section,
see section 302(c)(3)(B), (d), (e) of Pub. L. 99-554, set out as an Effective Date note under section 581 of Title 28.

§ 1203. Rights and powers of debtor

Subject to such limitations as the court may prescribe, a debtor in possession shall have all the rights, other than the right to compensation under section 330, and powers, and shall perform all the functions and duties, except the duties specified in paragraphs (3) and (4) of section 1106(a), of a trustee serving in a case under chapter 11, including operating the debtor’s farm or commercial fishing operation.

(Added and amended Pub. L. 99-554, title II, §255, title III, §302(f), Oct. 27, 1986, 100 Stat. 3107, 3124; Pub. L. 103-65, §1, Aug. 6, 1993, 107 Stat. 311; Pub. L. 105-277, div. C, title I, §149(a), Oct. 21, 1998, 112 Stat. 2681-610; Pub. L. 106-5, §1(1), (2), Mar. 30, 1999, 113 Stat. 9; Pub. L. 106-70, §1, Oct. 9, 1999, 113 Stat. 1031; Pub. L. 107-8, §1, May 11, 2001, 115 Stat. 10; Pub. L. 107-17, §1, June 26, 2001, 115 Stat. 151; Pub. L. 107-170, §1, May 7, 2002, 116 Stat. 133; Pub. L. 107-171, title X, §10814(a), May 13, 2002, 116 Stat. 532; Pub. L. 107-377, §2(a), Dec. 19, 2002, 116 Stat. 3115; Pub. L. 108-73, §2(a), Aug. 15, 2003, 117 Stat. 891; Pub. L. 108-369, §2(a), Oct. 25, 2004, 118 Stat. 1749; Pub. L. 109-8, title X, §§1001(a)(1), (c), 1007(c)(2), Apr. 20, 2005, 119 Stat. 185, 186, 188.)

CODIFICATION

For repeal of section effective Oct. 1, 1998, and subsequent reenactment of section, see note set out preceding section 1201 of this title.

AMENDMENTS

2005—Pub. L. 109-8, §1007(c)(2), inserted “or commercial fishing operation” after “farm”.

EFFECTIVE DATE OF 2005 AMENDMENT

Amendment by section 1007(c)(2) of Pub. L. 109-8 effective 180 days after Apr. 20, 2005, and not applicable with respect to cases commenced under this title before such effective date, except as otherwise provided, see section 1501 of Pub. L. 109-8, set out as a note under section 101 of this title.

§ 1204. Removal of debtor as debtor in possession

(a) On request of a party in interest, and after notice and a hearing, the court shall order that the debtor shall not be a debtor in possession for cause, including fraud, dishonesty, incompetence, or gross mismanagement of the affairs of the debtor, either before or after the commencement of the case.

(b) On request of a party in interest, and after notice and a hearing, the court may reinstate the debtor in possession.

(Added and amended Pub. L. 99-554, title II, §255, title III, §302(f), Oct. 27, 1986, 100 Stat. 3107, 3124; Pub. L. 103-65, §1, Aug. 6, 1993, 107 Stat. 311; Pub. L. 105-277, div. C, title I, §149(a), Oct. 21, 1998, 112 Stat. 2681-610; Pub. L. 106-5, §1(1), (2), Mar. 30, 1999, 113 Stat. 9; Pub. L. 106-70, §1, Oct. 9, 1999, 113 Stat. 1031; Pub. L. 107-8, §1, May 11, 2001, 115 Stat. 10; Pub. L. 107-17, §1, June 26, 2001, 115 Stat. 151; Pub. L. 107-170, §1, May 7, 2002, 116 Stat. 133; Pub. L. 107-171, title X, §10814(a), May 13, 2002, 116 Stat. 532; Pub. L. 107-377, §2(a), Dec. 19, 2002, 116 Stat. 3115; Pub. L. 108-73, §2(a), Aug. 15, 2003, 117 Stat. 891; Pub. L. 108-369, §2(a), Oct. 25, 2004, 118 Stat. 1749; Pub. L. 109-8, title X, §1001(a)(1), (c), Apr. 20, 2005, 119 Stat. 185, 186.)

CODIFICATION

For repeal of section effective Oct. 1, 1998, and subsequent reenactment of section, see note set out preceding section 1201 of this title.

§ 1205. Adequate protection

(a) Section 361 does not apply in a case under this chapter.

(b) In a case under this chapter, when adequate protection is required under section 362, 363, or 364 of this title of an interest of an entity in property, such adequate protection may be provided by—

(1) requiring the trustee to make a cash payment or periodic cash payments to such entity, to the extent that the stay under section 362 of this title, use, sale, or lease under section 363 of this title, or any grant of a lien under section 364 of this title results in a decrease in the value of property securing a claim or of an entity’s ownership interest in property;

(2) providing to such entity an additional or replacement lien to the extent that such stay, use, sale, lease, or grant results in a decrease in the value of property securing a claim or of an entity’s ownership interest in property;

(3) paying to such entity for the use of farmland the reasonable rent customary in the community where the property is located, based upon the rental value, net income, and earning capacity of the property; or



(4) granting such other relief, other than entitling such entity to compensation allowable under section 503(b)(1) of this title as an administrative expense, as will adequately protect the value of property securing a claim or of such entity's ownership interest in property.

(Added and amended Pub. L. 99-554, title II, § 255, title III, § 302(f), Oct. 27, 1986, 100 Stat. 3107, 3124; Pub. L. 103-65, § 1, Aug. 6, 1993, 107 Stat. 311; Pub. L. 105-277, div. C, title I, § 149(a), Oct. 21, 1998, 112 Stat. 2681-610; Pub. L. 106-5, § 1(1), (2), Mar. 30, 1999, 113 Stat. 9; Pub. L. 106-70, § 1, Oct. 9, 1999, 113 Stat. 1031; Pub. L. 107-8, § 1, May 11, 2001, 115 Stat. 10; Pub. L. 107-17, § 1, June 26, 2001, 115 Stat. 151; Pub. L. 107-170, § 1, May 7, 2002, 116 Stat. 133; Pub. L. 107-171, title X, § 10814(a), May 13, 2002, 116 Stat. 532; Pub. L. 107-377, § 2(a), Dec. 19, 2002, 116 Stat. 3115; Pub. L. 108-73, § 2(a), Aug. 15, 2003, 117 Stat. 891; Pub. L. 108-369, § 2(a), Oct. 25, 2004, 118 Stat. 1749; Pub. L. 109-8, title X, § 1001(a)(1), (c), Apr. 20, 2005, 119 Stat. 185, 186.)

CODIFICATION

For repeal of section effective Oct. 1, 1998, and subsequent reenactment of section, see note set out preceding section 1201 of this title.

§ 1206. Sales free of interests

After notice and a hearing, in addition to the authorization contained in section 363(f), the trustee in a case under this chapter may sell property under section 363(b) and (c) free and clear of any interest in such property of an entity other than the estate if the property is farmland, farm equipment, or property used to carry out a commercial fishing operation (including a commercial fishing vessel), except that the proceeds of such sale shall be subject to such interest.

(Added and amended Pub. L. 99-554, title II, § 255, title III, § 302(f), Oct. 27, 1986, 100 Stat. 3108, 3124; Pub. L. 103-65, § 1, Aug. 6, 1993, 107 Stat. 311; Pub. L. 105-277, div. C, title I, § 149(a), Oct. 21, 1998, 112 Stat. 2681-610; Pub. L. 106-5, § 1(1), (2), Mar. 30, 1999, 113 Stat. 9; Pub. L. 106-70, § 1, Oct. 9, 1999, 113 Stat. 1031; Pub. L. 107-8, § 1, May 11, 2001, 115 Stat. 10; Pub. L. 107-17, § 1, June 26, 2001, 115 Stat. 151; Pub. L. 107-170, § 1, May 7, 2002, 116 Stat. 133; Pub. L. 107-171, title X, § 10814(a), May 13, 2002, 116 Stat. 532; Pub. L. 107-377, § 2(a), Dec. 19, 2002, 116 Stat. 3115; Pub. L. 108-73, § 2(a), Aug. 15, 2003, 117 Stat. 891; Pub. L. 108-369, § 2(a), Oct. 25, 2004, 118 Stat. 1749; Pub. L. 109-8, title X, §§ 1001(a)(1), (c), 1007(c)(3), Apr. 20, 2005, 119 Stat. 185, 186, 188.)

CODIFICATION

For repeal of section effective Oct. 1, 1998, and subsequent reenactment of section, see note set out preceding section 1201 of this title.

AMENDMENTS

2005—Pub. L. 109-8, § 1007(c)(3), substituted “if the property is farmland, farm equipment, or property used to carry out a commercial fishing operation (including a commercial fishing vessel)” for “if the property is farmland or farm equipment”.

EFFECTIVE DATE OF 2005 AMENDMENT

Amendment by section 1007(c)(3) of Pub. L. 109-8 effective 180 days after Apr. 20, 2005, and not applicable

with respect to cases commenced under this title before such effective date, except as otherwise provided, see section 1501 of Pub. L. 109-8, set out as a note under section 101 of this title.

§ 1207. Property of the estate

(a) Property of the estate includes, in addition to the property specified in section 541 of this title—

(1) all property of the kind specified in such section that the debtor acquires after the commencement of the case but before the case is closed, dismissed, or converted to a case under chapter 7 of this title, whichever occurs first; and

(2) earnings from services performed by the debtor after the commencement of the case but before the case is closed, dismissed, or converted to a case under chapter 7 of this title, whichever occurs first.

(b) Except as provided in section 1204, a confirmed plan, or an order confirming a plan, the debtor shall remain in possession of all property of the estate.

(Added and amended Pub. L. 99-554, title II, § 255, title III, § 302(f), Oct. 27, 1986, 100 Stat. 3108, 3124; Pub. L. 103-65, § 1, Aug. 6, 1993, 107 Stat. 311; Pub. L. 105-277, div. C, title I, § 149(a), Oct. 21, 1998, 112 Stat. 2681-610; Pub. L. 106-5, § 1(1), (2), Mar. 30, 1999, 113 Stat. 9; Pub. L. 106-70, § 1, Oct. 9, 1999, 113 Stat. 1031; Pub. L. 107-8, § 1, May 11, 2001, 115 Stat. 10; Pub. L. 107-17, § 1, June 26, 2001, 115 Stat. 151; Pub. L. 107-170, § 1, May 7, 2002, 116 Stat. 133; Pub. L. 107-171, title X, § 10814(a), May 13, 2002, 116 Stat. 532; Pub. L. 107-377, § 2(a), Dec. 19, 2002, 116 Stat. 3115; Pub. L. 108-73, § 2(a), Aug. 15, 2003, 117 Stat. 891; Pub. L. 108-369, § 2(a), Oct. 25, 2004, 118 Stat. 1749; Pub. L. 109-8, title X, § 1001(a)(1), (c), Apr. 20, 2005, 119 Stat. 185, 186.)

CODIFICATION

For repeal of section effective Oct. 1, 1998, and subsequent reenactment of section, see note set out preceding section 1201 of this title.

§ 1208. Conversion or dismissal

(a) The debtor may convert a case under this chapter to a case under chapter 7 of this title at any time. Any waiver of the right to convert under this subsection is unenforceable.

(b) On request of the debtor at any time, if the case has not been converted under section 706 or 1112 of this title, the court shall dismiss a case under this chapter. Any waiver of the right to dismiss under this subsection is unenforceable.

(c) On request of a party in interest, and after notice and a hearing, the court may dismiss a case under this chapter for cause, including—

(1) unreasonable delay, or gross mismanagement, by the debtor that is prejudicial to creditors;

(2) nonpayment of any fees and charges required under chapter 123 of title 28;

(3) failure to file a plan timely under section 1221 of this title;

(4) failure to commence making timely payments required by a confirmed plan;

(5) denial of confirmation of a plan under section 1225 of this title and denial of a request made for additional time for filing another plan or a modification of a plan;



tion of “debtor” as a debtor concerning whom a petition has been filed under title 11 for definition of “bankrupt” as a debtor by or against whom a petition has been filed under title 11, and struck out definition of “bankruptcy” as including any proceeding, arrangement, or plan pursuant to title 11.

EFFECTIVE DATE OF 1978 AMENDMENT

Amendment by Pub. L. 95-598 effective Oct. 1, 1979, see section 402(a) of Pub. L. 95-598, set out as an Effective Date note preceding section 101 of Title 11, Bankruptcy.

SAVINGS PROVISION

Amendment by section 314 of Pub. L. 95-598 not to affect the application of chapter 9 (§151 et seq.), chapter 96 (§1961 et seq.), or section 2516, 3057, or 3284 of this title to any act of any person (1) committed before Oct. 1, 1979, or (2) committed after Oct. 1, 1979, in connection with a case commenced before such date, see section 403(d) of Pub. L. 95-598, set out as a note preceding section 101 of Title 11, Bankruptcy.

§ 152. Concealment of assets; false oaths and claims; bribery

A person who—

(1) knowingly and fraudulently conceals from a custodian, trustee, marshal, or other officer of the court charged with the control or custody of property, or, in connection with a case under title 11, from creditors or the United States Trustee, any property belonging to the estate of a debtor;

(2) knowingly and fraudulently makes a false oath or account in or in relation to any case under title 11;

(3) knowingly and fraudulently makes a false declaration, certificate, verification, or statement under penalty of perjury as permitted under section 1746 of title 28, in or in relation to any case under title 11;

(4) knowingly and fraudulently presents any false claim for proof against the estate of a debtor, or uses any such claim in any case under title 11, in a personal capacity or as or through an agent, proxy, or attorney;

(5) knowingly and fraudulently receives any material amount of property from a debtor after the filing of a case under title 11, with intent to defeat the provisions of title 11;

(6) knowingly and fraudulently gives, offers, receives, or attempts to obtain any money or property, remuneration, compensation, reward, advantage, or promise thereof for acting or forbearing to act in any case under title 11;

(7) in a personal capacity or as an agent or officer of any person or corporation, in contemplation of a case under title 11 by or against the person or any other person or corporation, or with intent to defeat the provisions of title 11, knowingly and fraudulently transfers or conceals any of his property or the property of such other person or corporation;

(8) after the filing of a case under title 11 or in contemplation thereof, knowingly and fraudulently conceals, destroys, mutilates, falsifies, or makes a false entry in any recorded information (including books, documents, records, and papers) relating to the property or financial affairs of a debtor; or

(9) after the filing of a case under title 11, knowingly and fraudulently withholds from a

custodian, trustee, marshal, or other officer of the court or a United States Trustee entitled to its possession, any recorded information (including books, documents, records, and papers) relating to the property or financial affairs of a debtor,

shall be fined under this title, imprisoned not more than 5 years, or both.

(June 25, 1948, ch. 645, 62 Stat. 689; Pub. L. 86-519, §2, June 12, 1960, 74 Stat. 217; Pub. L. 86-701, Sept. 2, 1960, 74 Stat. 753; Pub. L. 94-550, §4, Oct. 18, 1976, 90 Stat. 2535; Pub. L. 95-598, title III, §314(a), (c), Nov. 6, 1978, 92 Stat. 2676, 2677; Pub. L. 100-690, title VII, §7017, Nov. 18, 1988, 102 Stat. 4395; Pub. L. 103-322, title XXXIII, §330016(1)(K), Sept. 13, 1994, 108 Stat. 2147; Pub. L. 103-394, title III, §312(a)(1)(A), Oct. 22, 1994, 108 Stat. 4138; Pub. L. 104-294, title VI, §601(a)(1), Oct. 11, 1996, 110 Stat. 3497.)

HISTORICAL AND REVISION NOTES

Based on section 52(b) of title 11, U.S.C., 1940 ed., Bankruptcy (July 1, 1898, ch. 541, §29b, 30 Stat. 554; May 27, 1926, ch. 406, §11 (part), 44 Stat. 665; June 22, 1938, ch. 575, §1 (part), 52 Stat. 855).

Section was broadened to apply to one who gives or offers a bribe.

Minor changes were made in phraseology.

AMENDMENTS

1996—Pub. L. 104-294 substituted “fined under this title” for “fined not more than \$5,000” in closing provisions.

1994—Pub. L. 103-394 amended section generally, designating undesignated pars. as opening provisions, pars. (1) to (9), and closing provisions, and in pars. (1) and (9) inserting reference to United States Trustee.

Pub. L. 103-322 substituted “fined under this title” for “fined not more than \$5,000” in last par.

1988—Pub. L. 100-690 substituted “penalty of perjury” for “penalty or perjury” in third par.

1978—Pub. L. 95-598 substituted, wherever appearing, “debtor” for “bankrupt”, “case under title 11” for “bankruptcy proceeding”, and “provisions of title 11” for “bankruptcy law”; and substituted “a custodian” for “the receiver, custodian”, wherever appearing, and “recorded information, including books, documents, records, and papers, relating to the property or financial affairs” for “document affecting or relating to the property or affairs”, in two places.

1976—Pub. L. 94-550 inserted paragraph covering the knowing and fraudulent making of a false declaration, certificate, verification, or statement under penalty of perjury as permitted under section 1746 of title 28 or in relation to any bankruptcy proceeding.

1960—Pub. L. 86-701 included fraudulent transfers and concealment of property by persons in their individual capacity in sixth par.

Pub. L. 86-519 struck out “under oath” after “knowingly and fraudulently presents” in third par.

EFFECTIVE DATE OF 1994 AMENDMENT

Amendment by Pub. L. 103-394 effective Oct. 22, 1994, and not applicable with respect to cases commenced under Title 11, Bankruptcy, before Oct. 22, 1994, see section 702 of Pub. L. 103-394, set out as a note under section 101 of Title 11.

EFFECTIVE DATE OF 1978 AMENDMENT

Amendment by Pub. L. 95-598 effective Oct. 1, 1979, see section 402(a) of Pub. L. 95-598, set out as an Effective Date note preceding section 101 of Title 11, Bankruptcy.

SAVINGS PROVISION

Amendment by section 314 of Pub. L. 95-598 not to affect the application of chapter 9 (§151 et seq.), chapter

96 (§1961 et seq.), or section 2516, 3057, or 3284 of this title to any act of any person (1) committed before Oct. 1, 1979, or (2) committed after Oct. 1, 1979, in connection with a case commenced before such date, see section 403(d) of Pub. L. 95-598, set out as a note preceding section 101 of Title 11, Bankruptcy.

§ 153. Embezzlement against estate

(a) OFFENSE.—A person described in subsection (b) who knowingly and fraudulently appropriates to the person's own use, embezzles, spends, or transfers any property or secretes or destroys any document belonging to the estate of a debtor shall be fined under this title, imprisoned not more than 5 years, or both.

(b) PERSON TO WHOM SECTION APPLIES.—A person described in this subsection is one who has access to property or documents belonging to an estate by virtue of the person's participation in the administration of the estate as a trustee, custodian, marshal, attorney, or other officer of the court or as an agent, employee, or other person engaged by such an officer to perform a service with respect to the estate.

(June 25, 1948, ch. 645, 62 Stat. 690; Pub. L. 95-598, title III, §314(a)(1), (d)(1), (2), Nov. 6, 1978, 92 Stat. 2676, 2677; Pub. L. 103-322, title XXXIII, §330016(1)(K), Sept. 13, 1994, 108 Stat. 2147; Pub. L. 103-394, title III, §312(a)(1)(A), Oct. 22, 1994, 108 Stat. 4139; Pub. L. 104-294, title VI, §601(a)(1), Oct. 11, 1996, 110 Stat. 3497.)

HISTORICAL AND REVISION NOTES

Based on section 52(a) of title 11, U.S.C., 1940 ed., Bankruptcy (July 1, 1898, ch. 541, §29a, 30 Stat. 554; May 27, 1926, ch. 406, §11 (part), 44 Stat. 665; June 22, 1938, ch. 575, §1 (part), 52 Stat. 855).

Minor changes were made in phraseology.

AMENDMENTS

1996—Subsec. (a). Pub. L. 104-294 substituted "fined under this title" for "fined not more than \$5,000".

1994—Pub. L. 103-394 amended section generally. Prior to amendment, section read as follows: "Whoever knowingly and fraudulently appropriates to his own use, embezzles, spends, or transfers any property or secretes or destroys any document belonging to the estate of a debtor which came into his charge as trustee, custodian, marshal, or other officer of the court, shall be fined under this title or imprisoned not more than five years, or both."

Pub. L. 103-322 substituted "fined under this title" for "fined not more than \$5,000".

1978—Pub. L. 95-598 struck out ", receiver" after "trustee" in section catchline and in text struck out "receiver," before "custodian" and substituted "debtor" for "bankrupt".

EFFECTIVE DATE OF 1994 AMENDMENT

Amendment by Pub. L. 103-394 effective Oct. 22, 1994, and not applicable with respect to cases commenced under Title 11, Bankruptcy, before Oct. 22, 1994, see section 702 of Pub. L. 103-394, set out as a note under section 101 of Title 11.

EFFECTIVE DATE OF 1978 AMENDMENT

Amendment by Pub. L. 95-598 effective Oct. 1, 1979, see section 402(a) of Pub. L. 95-598, set out as an Effective Date note preceding section 101 of Title 11, Bankruptcy.

SAVINGS PROVISION

Amendment by section 314 of Pub. L. 95-598 not to affect the application of chapter 9 (§151 et seq.), chapter 96 (§1961 et seq.), or section 2516, 3057, or 3284 of this

title to any act of any person (1) committed before Oct. 1, 1979, or (2) committed after Oct. 1, 1979, in connection with a case commenced before such date, see section 403(d) of Pub. L. 95-598, set out as a note preceding section 101 of Title 11, Bankruptcy.

§ 154. Adverse interest and conduct of officers

A person who, being a custodian, trustee, marshal, or other officer of the court—

(1) knowingly purchases, directly or indirectly, any property of the estate of which the person is such an officer in a case under title 11;

(2) knowingly refuses to permit a reasonable opportunity for the inspection by parties in interest of the documents and accounts relating to the affairs of estates in the person's charge by parties when directed by the court to do so; or

(3) knowingly refuses to permit a reasonable opportunity for the inspection by the United States Trustee of the documents and accounts relating to the affairs of an estate in the person's charge,

shall be fined under this title and shall forfeit the person's office, which shall thereupon become vacant.

(June 25, 1948, ch. 645, 62 Stat. 690; Pub. L. 95-598, title III, §314(a)(2), (e)(1), (2), Nov. 6, 1978, 92 Stat. 2676, 2677; Pub. L. 103-322, title XXXIII, §330016(1)(G), Sept. 13, 1994, 108 Stat. 2147; Pub. L. 103-394, title III, §312(a)(1)(A), Oct. 22, 1994, 108 Stat. 4139; Pub. L. 104-294, title VI, §601(a)(1), Oct. 11, 1996, 110 Stat. 3497.)

HISTORICAL AND REVISION NOTES

Based on section 52(c) of title 11, U.S.C., 1940 ed., Bankruptcy (July 1, 1898, ch. 541, §29c, 30 Stat. 554; June 22, 1938, ch. 575, §1 (part), 52 Stat. 856).

Minor changes were made in phraseology.

AMENDMENTS

1996—Pub. L. 104-294 substituted "fined under this title" for "fined not more than \$5,000" in closing provisions.

1994—Pub. L. 103-394 amended section generally. Prior to amendment, section read as follows:

"Whoever, being a custodian, trustee, marshal, or other officer of the court, knowingly purchases, directly or indirectly, any property of the estate of which he is such officer in a case under title 11; or

"Whoever being such officer, knowingly refuses to permit a reasonable opportunity for the inspection of the documents and accounts relating to the affairs of estates in his charge by parties in interest when directed by the court to do so—

"Shall be fined under this title, and shall forfeit his office, which shall thereupon become vacant."

Pub. L. 103-322 substituted "fined under this title" for "fined not more than \$500" in third par.

1978—Pub. L. 95-598 struck out "referees and other" before "officers" in section catchline, and in text struck out "Whoever knowingly acts as a referee in a case in which he is directly or indirectly interested; or" before "Whoever, being a" and "referee, receiver," before "custodian" and substituted "case under title 11" for "bankruptcy proceeding".

EFFECTIVE DATE OF 1994 AMENDMENT

Amendment by Pub. L. 103-394 effective Oct. 22, 1994, and not applicable with respect to cases commenced under Title 11, Bankruptcy, before Oct. 22, 1994, see section 702 of Pub. L. 103-394, set out as a note under section 101 of Title 11.



EFFECTIVE DATE OF 1978 AMENDMENT

Amendment by Pub. L. 95-598 effective Oct. 1, 1979, see section 402(a) of Pub. L. 95-598, set out as an Effective Date note preceding section 101 of Title 11, Bankruptcy.

SAVINGS PROVISION

Amendment by section 314 of Pub. L. 95-598 not to affect the application of chapter 9 (§151 et seq.), chapter 96 (§1961 et seq.), or section 2516, 3057, or 3284 of this title to any act of any person (1) committed before Oct. 1, 1979, or (2) committed after Oct. 1, 1979, in connection with a case commenced before such date, see section 403(d) of Pub. L. 95-598, set out as a note preceding section 101 of Title 11, Bankruptcy.

§ 155. Fee agreements in cases under title 11 and receiverships

Whoever, being a party in interest, whether as a debtor, creditor, receiver, trustee or representative of any of them, or attorney for any such party in interest, in any receivership or case under title 11 in any United States court or under its supervision, knowingly and fraudulently enters into any agreement, express or implied, with another such party in interest or attorney for another such party in interest, for the purpose of fixing the fees or other compensation to be paid to any party in interest or to any attorney for any party in interest for services rendered in connection therewith, from the assets of the estate, shall be fined under this title or imprisoned not more than one year, or both.

(June 25, 1948, ch. 645, 62 Stat. 690; May 24, 1949, ch. 139, § 4, 63 Stat. 90; Pub. L. 95-598, title III, §314(f)(1), (2), Nov. 6, 1978, 92 Stat. 2677; Pub. L. 103-322, title XXXIII, §330016(1)(K), Sept. 13, 1994, 108 Stat. 2147.)

HISTORICAL AND REVISION NOTES

1948 ACT

Based on section 572a of title 28, U.S.C., 1940 ed., Judicial Code and Judiciary (Aug. 25, 1937, ch. 777, 50 Stat. 810.)

Words "upon conviction" were deleted as surplusage since punishment can be imposed only after a conviction.

A fine of "\$5,000" was substituted for "\$10,000" and "one year" for "five years", to reduce the offense to the grade of a misdemeanor and the punishment to an amount and term proportionate to the gravity of the offense.

Minor changes were made in phraseology.

1949 ACT

This amendment [see section 4] clarifies section 155 of title 18, U.S.C., by restating the first paragraph thereof in closer conformity with the original law, as it existed at the time of the enactment of the revision of title 18.

AMENDMENTS

1994—Pub. L. 103-322 substituted "fined under this title" for "fined not more than \$5,000".

1978—Pub. L. 95-598 substituted "cases under title 11 and receiverships" for "bankruptcy proceedings" in section catchline and in text "or case under title 11" for "bankruptcy or reorganization proceeding", inserted "knowingly and fraudulently" after "supervision," and struck out penalty provision for a judge of a United States court to knowingly approve the payment of any fees or compensation that were fixed.

1949—Act May 24, 1949, inserted references to attorneys for any party in interest in three places, and substituted "in any United States court or under its super-

vision" for "in or under the supervision of any court of the United States".

EFFECTIVE DATE OF 1978 AMENDMENT

Amendment by Pub. L. 95-598 effective Oct. 1, 1979, see section 402(a) of Pub. L. 95-598, set out as an Effective Date note preceding section 101 of Title 11, Bankruptcy.

SAVINGS PROVISION

Amendment by section 314 of Pub. L. 95-598 not to affect the application of chapter 9 (§151 et seq.), chapter 96 (§1961 et seq.), or section 2516, 3057, or 3284 of this title to any act of any person (1) committed before Oct. 1, 1979, or (2) committed after Oct. 1, 1979, in connection with a case commenced before such date, see section 403(d) of Pub. L. 95-598, set out as a note preceding section 101 of Title 11, Bankruptcy.

§ 156. Knowing disregard of bankruptcy law or rule

(a) DEFINITIONS.—In this section—

(1) the term "bankruptcy petition preparer" means a person, other than the debtor's attorney or an employee of such an attorney, who prepares for compensation a document for filing; and

(2) the term "document for filing" means a petition or any other document prepared for filing by a debtor in a United States bankruptcy court or a United States district court in connection with a case under title 11.

(b) OFFENSE.—If a bankruptcy case or related proceeding is dismissed because of a knowing attempt by a bankruptcy petition preparer in any manner to disregard the requirements of title 11, United States Code, or the Federal Rules of Bankruptcy Procedure, the bankruptcy petition preparer shall be fined under this title, imprisoned not more than 1 year, or both.

(Added Pub. L. 103-394, title III, §312(a)(1)(B), Oct. 22, 1994, 108 Stat. 4140; amended Pub. L. 109-8, title XII, §1220, Apr. 20, 2005, 119 Stat. 195.)

REFERENCES IN TEXT

The Federal Rules of Bankruptcy Procedure, referred to in subsec. (b), are set out in the Appendix to Title 11, Bankruptcy.

AMENDMENTS

2005—Subsec. (a). Pub. L. 109-8, in first par., inserted "(1) the term" before "bankruptcy petition preparer" and substituted "; and" for period at end and, in second par., inserted "(2) the term" before "document for filing" and substituted "title 11" for "this title".

EFFECTIVE DATE OF 2005 AMENDMENT

Amendment by Pub. L. 109-8 effective 180 days after Apr. 20, 2005, and not applicable with respect to cases commenced under Title 11, Bankruptcy, before such effective date, except as otherwise provided, see section 1501 of Pub. L. 109-8, set out as a note under section 101 of Title 11.

EFFECTIVE DATE

Section effective Oct. 22, 1994, and not applicable with respect to cases commenced under Title 11, Bankruptcy, before Oct. 22, 1994, see section 702 of Pub. L. 103-394, set out as an Effective Date of 1994 Amendment note under section 101 of Title 11.

§ 157. Bankruptcy fraud

A person who, having devised or intending to devise a scheme or artifice to defraud and for

the purpose of executing or concealing such a scheme or artifice or attempting to do so—

(1) files a petition under title 11, including a fraudulent involuntary petition under section 303 of such title;

(2) files a document in a proceeding under title 11; or

(3) makes a false or fraudulent representation, claim, or promise concerning or in relation to a proceeding under title 11, at any time before or after the filing of the petition, or in relation to a proceeding falsely asserted to be pending under such title,

shall be fined under this title, imprisoned not more than 5 years, or both.

(Added Pub. L. 103-394, title III, §312(a)(1)(B), Oct. 22, 1994, 108 Stat. 4140; amended Pub. L. 109-8, title III, §332(c), Apr. 20, 2005, 119 Stat. 103; Pub. L. 111-327, §2(b), Dec. 22, 2010, 124 Stat. 3562.)

AMENDMENTS

2010—Par. (1). Pub. L. 111-327, §2(b)(1), struck out “bankruptcy” after “involuntary”.

Pars. (2), (3). Pub. L. 111-327, §2(b)(2), struck out “, including a fraudulent involuntary bankruptcy petition under section 303 of such title” after “title 11”.

2005—Pars. (1) to (3). Pub. L. 109-8, which directed insertion of “, including a fraudulent involuntary bankruptcy petition under section 303 of such title” after “title 11”, was executed by making the insertion after “title 11” wherever appearing, to reflect the probable intent of Congress.

EFFECTIVE DATE OF 2005 AMENDMENT

Amendment by Pub. L. 109-8 effective 180 days after Apr. 20, 2005, and not applicable with respect to cases commenced under Title 11, Bankruptcy, before such effective date, except as otherwise provided, see section 1501 of Pub. L. 109-8, set out as a note under section 101 of Title 11.

EFFECTIVE DATE

Section effective Oct. 22, 1994, and not applicable with respect to cases commenced under Title 11, Bankruptcy, before Oct. 22, 1994, see section 702 of Pub. L. 103-394, set out as an Effective Date of 1994 Amendment note under section 101 of Title 11.

§ 158. Designation of United States attorneys and agents of the Federal Bureau of Investigation to address abusive reaffirmations of debt and materially fraudulent statements in bankruptcy schedules

(a) **IN GENERAL.**—The Attorney General of the United States shall designate the individuals described in subsection (b) to have primary responsibility in carrying out enforcement activities in addressing violations of section 152 or 157 relating to abusive reaffirmations of debt. In addition to addressing the violations referred to in the preceding sentence, the individuals described under subsection (b) shall address violations of section 152 or 157 relating to materially fraudulent statements in bankruptcy schedules that are intentionally false or intentionally misleading.

(b) **UNITED STATES ATTORNEYS AND AGENTS OF THE FEDERAL BUREAU OF INVESTIGATION.**—The individuals referred to in subsection (a) are—

(1) the United States attorney for each judicial district of the United States; and

(2) an agent of the Federal Bureau of Investigation for each field office of the Federal Bureau of Investigation.

(c) **BANKRUPTCY INVESTIGATIONS.**—Each United States attorney designated under this section shall, in addition to any other responsibilities, have primary responsibility for carrying out the duties of a United States attorney under section 3057.

(d) **BANKRUPTCY PROCEDURES.**—The bankruptcy courts shall establish procedures for referring any case that may contain a materially fraudulent statement in a bankruptcy schedule to the individuals designated under this section.

(Added Pub. L. 109-8, title II, §203(b)(1), Apr. 20, 2005, 119 Stat. 49.)

EFFECTIVE DATE

Section effective 180 days after Apr. 20, 2005, and not applicable with respect to cases commenced under Title 11, Bankruptcy, before such effective date, except as otherwise provided, see section 1501 of Pub. L. 109-8, set out as an Effective Date of 2005 Amendment note under section 101 of Title 11.

CHAPTER 10—BIOLOGICAL WEAPONS

Sec. 175.	Prohibitions with respect to biological weapons.
175a.	Requests for military assistance to enforce prohibition in certain emergencies.
175b.	Select agents; certain other agents. ¹
175c.	Variola virus.
176.	Seizure, forfeiture, and destruction.
177.	Injunctions.
178.	Definitions.

AMENDMENTS

2004—Pub. L. 108-458, title VI, §6911(b), Dec. 17, 2004, 118 Stat. 3775, added item 175c.

2002—Pub. L. 107-188, title II, §231(b)(2), June 12, 2002, 116 Stat. 661, substituted “Select agents; certain other agents” for “Possession by restricted persons” in item 175b.

2001—Pub. L. 107-56, title VIII, §817(3), Oct. 26, 2001, 115 Stat. 386, added item 175b.

1996—Pub. L. 104-201, div. A, title XIV, §1416(c)(1)(B), Sept. 23, 1996, 110 Stat. 2723, added item 175a.

§ 175. Prohibitions with respect to biological weapons

(a) **IN GENERAL.**—Whoever knowingly develops, produces, stockpiles, transfers, acquires, retains, or possesses any biological agent, toxin, or delivery system for use as a weapon, or knowingly assists a foreign state or any organization to do so, or attempts, threatens, or conspires to do the same, shall be fined under this title or imprisoned for life or any term of years, or both. There is extraterritorial Federal jurisdiction over an offense under this section committed by or against a national of the United States.

(b) **ADDITIONAL OFFENSE.**—Whoever knowingly possesses any biological agent, toxin, or delivery system of a type or in a quantity that, under the circumstances, is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose, shall be fined under this title, imprisoned not more than 10 years, or both. In this subsection, the terms “biological

¹ So in original. Does not conform to section catchline.



acted in 1861 there were no possessions, and hence the use of the words "State or Territory" was sufficient to describe the area then subject to the jurisdiction of the United States. The word "District" was inserted by the codifiers of the 1909 Criminal Code.

AMENDMENTS

2002—Pub. L. 107-273 substituted "under this title" for "not more than \$5,000".

§ 373. Solicitation to commit a crime of violence

(a) Whoever, with intent that another person engage in conduct constituting a felony that has as an element the use, attempted use, or threatened use of physical force against property or against the person of another in violation of the laws of the United States, and under circumstances strongly corroborative of that intent, solicits, commands, induces, or otherwise endeavors to persuade such other person to engage in such conduct, shall be imprisoned not more than one-half the maximum term of imprisonment or (notwithstanding section 3571) fined not more than one-half of the maximum fine prescribed for the punishment of the crime solicited, or both; or if the crime solicited is punishable by life imprisonment or death, shall be imprisoned for not more than twenty years.

(b) It is an affirmative defense to a prosecution under this section that, under circumstances manifesting a voluntary and complete renunciation of his criminal intent, the defendant prevented the commission of the crime solicited. A renunciation is not "voluntary and complete" if it is motivated in whole or in part by a decision to postpone the commission of the crime until another time or to substitute another victim or another but similar objective. If the defendant raises the affirmative defense at trial, the defendant has the burden of proving the defense by a preponderance of the evidence.

(c) It is not a defense to a prosecution under this section that the person solicited could not be convicted of the crime because he lacked the state of mind required for its commission, because he was incompetent or irresponsible, or because he is immune from prosecution or is not subject to prosecution.

(Added Pub. L. 98-473, title II, § 1003(a), Oct. 12, 1984, 98 Stat. 2138; amended Pub. L. 99-646, § 26, Nov. 10, 1986, 100 Stat. 3597; Pub. L. 103-322, title XXXIII, § 330016(2)(A), Sept. 13, 1994, 108 Stat. 2148.)

AMENDMENTS

1994—Subsec. (a). Pub. L. 103-322 inserted "(notwithstanding section 3571)" before "fined not more than one-half".

1986—Subsec. (a). Pub. L. 99-646 substituted "property or against the person of another" for "the person or property of another" and inserted "life imprisonment or" before "death".

CHAPTER 21—CONTEMPTS

Sec.	
401.	Power of court.
402.	Contempts constituting crimes.
403.	Protection of the privacy of child victims and child witnesses.

AMENDMENTS

1990—Pub. L. 101-647, title II, § 225(b)(2), Nov. 29, 1990, 104 Stat. 4806, added item 403.

1949—Act May 24, 1949, ch. 139, § 8(a), (b), 63 Stat. 90, struck out "CONSTITUTING CRIMES" in chapter heading and substituted "Contempts constituting crimes" for "Criminal contempts" in item 402.

§ 401. Power of court

A court of the United States shall have power to punish by fine or imprisonment, or both, at its discretion, such contempt of its authority, and none other, as—

(1) Misbehavior of any person in its presence or so near thereto as to obstruct the administration of justice;

(2) Misbehavior of any of its officers in their official transactions;

(3) Disobedience or resistance to its lawful writ, process, order, rule, decree, or command.

(June 25, 1948, ch. 645, 62 Stat. 701; Pub. L. 107-273, div. B, title III, § 3002(a)(1), Nov. 2, 2002, 116 Stat. 1805.)

HISTORICAL AND REVISION NOTES

Based on section 385 of title 28, U.S.C., 1940 ed., Judicial Code and Judiciary (Mar. 3, 1911, ch. 231, § 268, 36 Stat. 1163).

Said section 385 conferred two powers. The first part authorizing courts of the United States to impose and administer oaths will remain in title 28, U.S.C., 1940 ed., Judicial Code and Judiciary. The second part relating to contempt of court constitutes this section.

Changes in phraseology and arrangement were made.

AMENDMENTS

2002—Pub. L. 107-273 inserted "or both," after "fine or imprisonment," in introductory provisions.

§ 402. Contempts constituting crimes

Any person, corporation or association willfully disobeying any lawful writ, process, order, rule, decree, or command of any district court of the United States or any court of the District of Columbia, by doing any act or thing therein, or thereby forbidden, if the act or thing so done be of such character as to constitute also a criminal offense under any statute of the United States or under the laws of any State in which the act was committed, shall be prosecuted for such contempt as provided in section 3691 of this title and shall be punished by a fine under this title or imprisonment, or both.

Such fine shall be paid to the United States or to the complainant or other party injured by the act constituting the contempt, or may, where more than one is so damaged, be divided or apportioned among them as the court may direct, but in no case shall the fine to be paid to the United States exceed, in case the accused is a natural person, the sum of \$1,000, nor shall such imprisonment exceed the term of six months.

This section shall not be construed to relate to contempts committed in the presence of the court, or so near thereto as to obstruct the administration of justice, nor to contempts committed in disobedience of any lawful writ, process, order, rule, decree, or command entered in any suit or action brought or prosecuted in the name of, or on behalf of, the United States, but the same, and all other cases of contempt not specifically embraced in this section may be punished in conformity to the prevailing usages at law.

For purposes of this section, the term "State" includes a State of the United States, the Dis-



Sec.
249. Hate crime acts.

AMENDMENTS

2009—Pub. L. 111-84, div. E, § 4707(b), Oct. 28, 2009, 123 Stat. 2841, added item 249.

1994—Pub. L. 103-322, title XXXIII, § 330023(a)(1), Sept. 13, 1994, 108 Stat. 2150, substituted “Freedom of access to clinic entrances” for “Blocking access to reproductive health services” in item 248.

Pub. L. 103-259, § 4, May 26, 1994, 108 Stat. 697, added item 248.

1988—Pub. L. 100-690, title VII, § 7018(b)(2), Nov. 18, 1988, 102 Stat. 4396, struck out “of citizens” after “rights” in item 241.

Pub. L. 100-346, § 3, June 24, 1988, 102 Stat. 645, added item 247.

1976—Pub. L. 94-453, § 4(b), Oct. 2, 1976, 90 Stat. 1517, added item 246.

1968—Pub. L. 90-284, title I, § 102, Apr. 11, 1968, 82 Stat. 75, added item 245.

§ 241. Conspiracy against rights

If two or more persons conspire to injure, oppress, threaten, or intimidate any person in any State, Territory, Commonwealth, Possession, or District in the free exercise or enjoyment of any right or privilege secured to him by the Constitution or laws of the United States, or because of his having so exercised the same; or

If two or more persons go in disguise on the highway, or on the premises of another, with intent to prevent or hinder his free exercise or enjoyment of any right or privilege so secured—

They shall be fined under this title or imprisoned not more than ten years, or both; and if death results from the acts committed in violation of this section or if such acts include kidnapping or an attempt to kidnap, aggravated sexual abuse or an attempt to commit aggravated sexual abuse, or an attempt to kill, they shall be fined under this title or imprisoned for any term of years or for life, or both, or may be sentenced to death.

(June 25, 1948, ch. 645, 62 Stat. 696; Pub. L. 90-284, title I, § 103(a), Apr. 11, 1968, 82 Stat. 75; Pub. L. 100-690, title VII, § 7018(a), (b)(1), Nov. 18, 1988, 102 Stat. 4396; Pub. L. 103-322, title VI, § 60006(a), title XXXII, §§ 320103(a), 320201(a), title XXXIII, § 330016(1)(L), Sept. 13, 1994, 108 Stat. 1970, 2109, 2113, 2147; Pub. L. 104-294, title VI, § 604(b)(14)(A), 607(a), Oct. 11, 1996, 110 Stat. 3507, 3511.)

HISTORICAL AND REVISION NOTES

Based on title 18, U.S.C., 1940 ed., § 51 (Mar. 4, 1909, ch. 321, § 19, 35 Stat. 1092).

Clause making conspirator ineligible to hold office was omitted as incongruous because it attaches ineligibility to hold office to a person who may be a private citizen and who was convicted of conspiracy to violate a specific statute. There seems to be no reason for imposing such a penalty in the case of one individual crime, in view of the fact that other crimes do not carry such a severe consequence. The experience of the Department of Justice is that this unusual penalty has been an obstacle to successful prosecutions for violations of the act.

Mandatory punishment provision was rephrased in the alternative.

Minor changes in phraseology were made.

AMENDMENTS

1996—Pub. L. 104-294, § 607(a), substituted “any State, Territory, Commonwealth, Possession, or District” for “any State, Territory, or District” in first par.

Pub. L. 104-294, § 604(b)(14)(A), repealed Pub. L. 103-322, § 320103(a)(1). See 1994 Amendment note below.

1994—Pub. L. 103-322, § 330016(1)(L), substituted “They shall be fined under this title” for “They shall be fined not more than \$10,000” in third par.

Pub. L. 103-322, § 320201(a), substituted “person in any State” for “inhabitant of any State” in first par.

Pub. L. 103-322, § 320103(a)(2)-(4), in third par., substituted “results from the acts committed in violation of this section or if such acts include kidnapping or an attempt to kidnap, aggravated sexual abuse or an attempt to commit aggravated sexual abuse, or an attempt to kill, they shall be fined under this title or imprisoned for any term of years or for life, or both” for “results, they shall be subject to imprisonment for any term of years or for life”.

Pub. L. 103-322, § 320103(a)(1), which provided for amendment identical to Pub. L. 103-322, § 330016(1)(L), above, was repealed by Pub. L. 104-294, § 604(b)(14)(A).

Pub. L. 103-322, § 60006(a), substituted “, or may be sentenced to death.” for period at end of third par.

1988—Pub. L. 100-690 struck out “of citizens” after “rights” in section catchline and substituted “inhabitant of any State, Territory, or District” for “citizen” in text.

1968—Pub. L. 90-284 increased limitation on fines from \$5,000 to \$10,000 and provided for imprisonment for any term of years or for life when death results.

EFFECTIVE DATE OF 1996 AMENDMENT

Amendment by section 604(b)(14)(A) of Pub. L. 104-294 effective Sept. 13, 1994, see section 604(d) of Pub. L. 104-294, set out as a note under section 13 of this title.

SHORT TITLE OF 1996 AMENDMENT

Pub. L. 104-155, § 1, July 3, 1996, 110 Stat. 1392, provided that: “This Act [amending section 247 of this title and section 10602 of Title 42, The Public Health and Welfare, enacting provisions set out as a note under section 247 of this title, and amending provisions set out as a note under section 534 of Title 28, Judiciary and Judicial Procedure] may be cited as the ‘Church Arson Prevention Act of 1996’.”

§ 242. Deprivation of rights under color of law

Whoever, under color of any law, statute, ordinance, regulation, or custom, willfully subjects any person in any State, Territory, Commonwealth, Possession, or District to the deprivation of any rights, privileges, or immunities secured or protected by the Constitution or laws of the United States, or to different punishments, pains, or penalties, on account of such person being an alien, or by reason of his color, or race, than are prescribed for the punishment of citizens, shall be fined under this title or imprisoned not more than one year, or both; and if bodily injury results from the acts committed in violation of this section or if such acts include the use, attempted use, or threatened use of a dangerous weapon, explosives, or fire, shall be fined under this title or imprisoned not more than ten years, or both; and if death results from the acts committed in violation of this section or if such acts include kidnapping or an attempt to kidnap, aggravated sexual abuse, or an attempt to commit aggravated sexual abuse, or an attempt to kill, shall be fined under this title, or imprisoned for any term of years or for life, or both, or may be sentenced to death.

(June 25, 1948, ch. 645, 62 Stat. 696; Pub. L. 90-284, title I, § 103(b), Apr. 11, 1968, 82 Stat. 75; Pub. L. 100-690, title VII, § 7019, Nov. 18, 1988, 102 Stat. 4396; Pub. L. 103-322, title VI, § 60006(b), title XXXII, §§ 320103(b), 320201(b), title XXXIII,

18 U.S.C. § 1951

Section 1951 - Interference with commerce by threats or violence

(a) Whoever in any way or degree obstructs, delays, or affects commerce or the movement of any article or commodity in commerce, by robbery or extortion or attempts or conspires so to do, or commits or threatens physical violence to any person or property in furtherance of a plan or purpose to do anything in violation of this section shall be fined under this title or imprisoned not more than twenty years, or both.

(b) As used in this section-

(1) The term "robbery" means the unlawful taking or obtaining of personal property from the person or in the presence of another, against his will, by means of actual or threatened force, or violence, or fear of injury, immediate or future, to his person or property, or property in his custody or possession, or the person or property of a relative or member of his family or of anyone in his company at the time of the taking or obtaining.

(2) The term "extortion" means the obtaining of property from another, with his consent, induced by wrongful use of actual or threatened force, violence, or fear, or under color of official right.

(3) The term "commerce" means commerce within the District of Columbia, or any Territory or Possession of the United States; all commerce between any point in a State, Territory, Possession, or the District of Columbia and any point outside thereof; all commerce between points within the same State through any place outside such State; and all other commerce over which the United States has jurisdiction.

(c) This section shall not be construed to repeal, modify or affect section 17 of Title 15, sections 52, 101-115, 151-166 of Title 29 or sections 151-188 of Title 45.

18 U.S.C. § 1951

June 25, 1948, ch. 645, 62 Stat. 793; Pub. L. 103-322, title XXXIII, §330016(1)(L), Sept. 13, 1994, 108 Stat. 2147.

*HISTORICAL AND REVISION NOTES*Based on title 18, U.S.C., 1940 ed., §§420a-420e-1 (June 18, 1934, ch. 569, §§1-6, 48 Stat. 979, 980; July 3, 1946, ch. 537, 60 Stat. 420).Section consolidates sections 420a to 420e-1 of Title 18, U.S.C., 1940 ed., with changes in phraseology and arrangement necessary to effect consolidation.Provisions designating offense as felony were omitted as unnecessary in view of definitive section 1 of this title. (See reviser's note under section 550 of this title.) Subsection (c) of the revised section is derived from title II of the 1946 amendment. It substitutes references to specific sections of the United States Code, 1940 ed., in place of references to numerous acts of Congress, in conformity to the style of the revision bill. Subsection (c) as rephrased will preclude any construction of implied repeal of the specified acts of Congress codified in the sections enumerated.The words "attempts or conspires so to do" were substituted for sections 3 and 4 of the 1946 act, omitting as unnecessary the words "participates in an attempt" and the words "or acts in concert with another or with others", in view of section 2 of this title which makes any person who participates in an unlawful

No one shall be subjected to torture or to cruel, inhuman or degrading treatment or punishment.

UNIVERSAL DECLARATION OF HUMAN RIGHTS (1948, art. 5)
INTERNATIONAL COVENANT ON CIVIL AND POLITICAL RIGHTS (1976, art. 7)

[T]he term "torture" means any act by which severe pain or suffering, whether physical or mental, is intentionally inflicted on a person for such purposes as obtaining from him or a third person information or a confession, punishing him for an act he or a third person has committed or is suspected of having committed, or intimidating or coercing him or a third person, or for any reason based on discrimination of any kind, when such pain or suffering is inflicted by or at the instigation of or with the consent or acquiescence of a public official or other person acting in an official capacity. It does not include pain or suffering arising only from, inherent in or incidental to lawful sanctions.

CONVENTION AGAINST TORTURE AND OTHER CRUEL, INHUMAN OR DEGRADING TREATMENT OR PUNISHMENT (1984, art. 1, para.1)



APPENDIX - 17

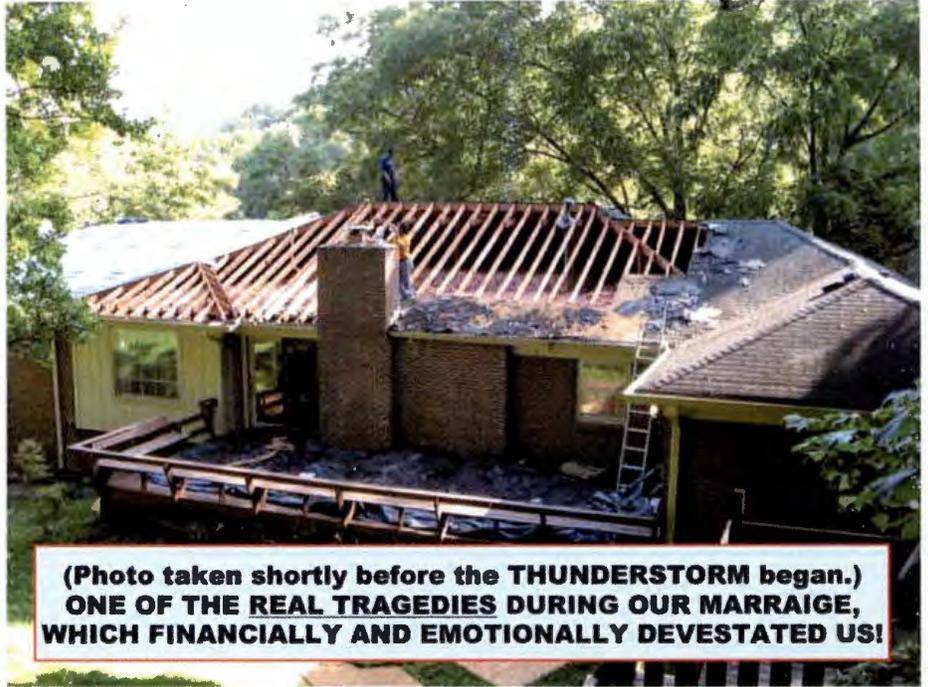
18 U.S.C. § 242 - Deprivation of Rights Under Color of Law, 18 U.S.C. § 241 - Conspiracy Against Rights

4 bd 3 ba 2,640 sqft

1986 Sunny Side Dr, Brentwood, TN 37027

Sold: \$540,000 Sold on 02/17/20 Zestimate®: \$559,311

Est. refi payment: \$2,293/mo Get current rates



(Photo taken shortly before the THUNDERSTORM began.) ONE OF THE REAL TRAGEDIES DURING OUR MARRIAGE, WHICH FINANCIALLY AND EMOTIONALLY DEVASTATED US!

SMOKING GUN #1:

I believe that this is the quickest and easiest EVIDENCE for understanding and proving that something substantially FOUL took place during my 8/29/2019 hearing in Williamson County Chancery Court.

The scanned version of this document represents an exact copy of the original as submitted to the Clerk's Office. The original has not been retained.

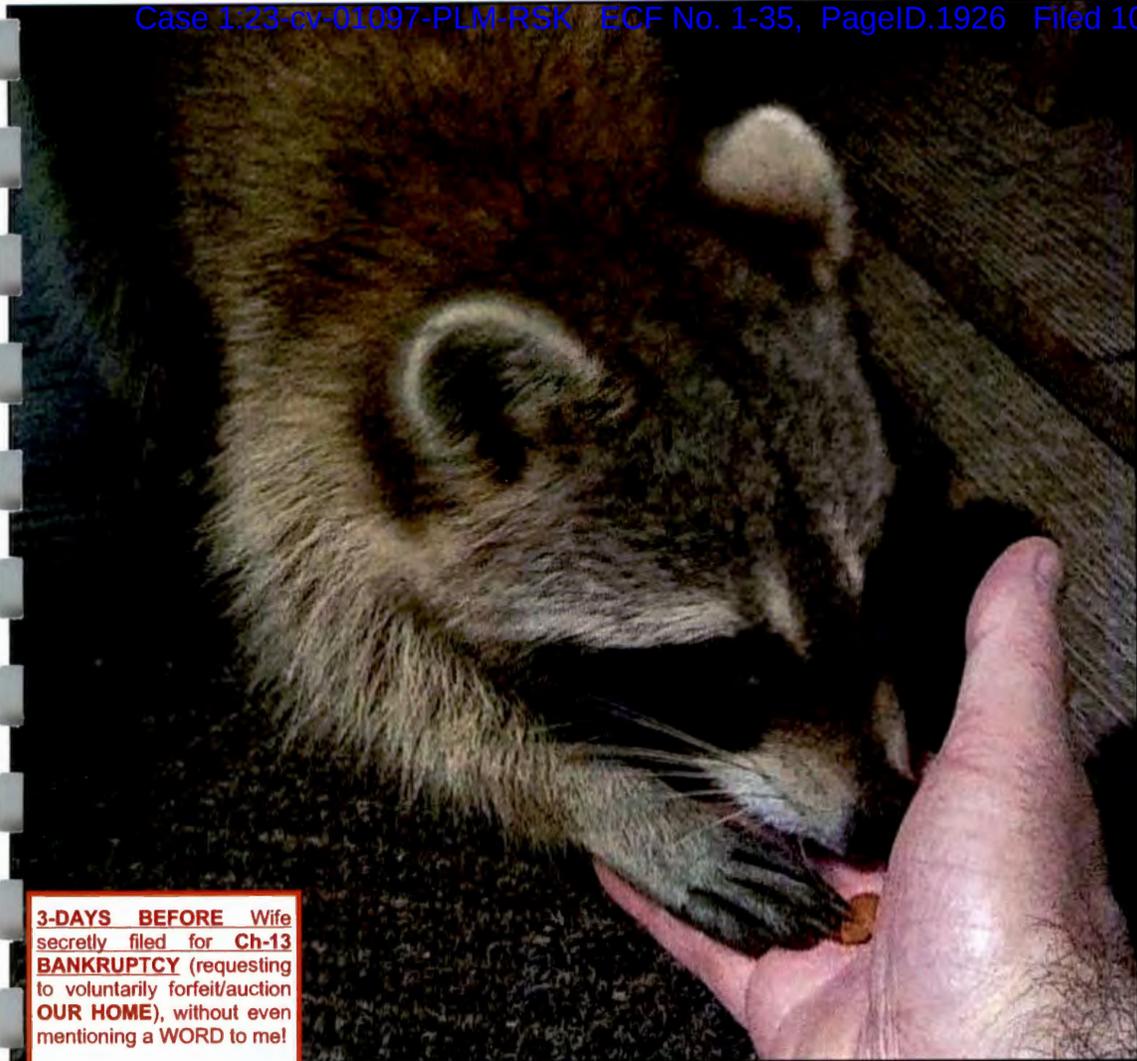
ALL THREE actions brought against me by Attorney Virginia Lee Story, on behalf of my Wife, were substantially FRAUDULENT, leveraging FALSE TESTIMONY, continual deception, bad faith, perjury, an absurd amount of malicious litigation, while grossly violating every single oath of office. Not even showing me an ounce of humanity, consideration, or care for IF or HOW I could support myself or survive thereafter!

They literally STOLE OUR beautiful \$500k Brentwood HOME, which I had my entire life's savings, my pre-marital retirement funds, and a decade of my METICULOUS LABOR invested in, while REFUSING me DUE PROCESS. As they heavy-handedly ordered the WCSO to forcefully evict me (with absolutely no need or justification for any "police" presence), simply to dominate, demean, and humiliate me MORE!

The Court, my Wife, and her Counsel (in both State and Federal Courts simultaneously) all knew that I was currently unemployed (by our MUTUAL agreement during that season, despite her fraudulent claims). They further KNEW that I had nowhere else that I could obtain shelter within the State of Tennessee, nor the funds by which I could meet my most basic needs, to simply eat, maintain my medications, and survive through our divorce. (This same Court would NEVER do this to a WOMAN under similar circumstances!)

Since my Wife, who had voluntarily been our family's PRIMARY BREADWINNER for over a decade (after obtaining her professional license as an "Architect", thereby tripling her income over time), had ALSO abruptly terminated all means of financial support, coinciding with her Counsel, (again, without ANY notice)!

2019-09-28 FENTON MARITAL RESIDENCE - FORCED AUCTION - TOTAL LOSS - 1986 Sunnyside Drive, Brentwood



Then "THEY" later converted the "Ex Parte" into a FULL "ORDER OF PROTECTION", though still posing absolutely NO threat to WIFE! Carelessly destroying my ability to pass preemployment background checks, while needing a JOB more than ever, to simply SURVIVE their CRUEL and INHUMANE ORDERS!

All via a FRAUDULENT AFFIDAVIT and "DEFAULT JUDGMENTS", while DEPRIVING me of ALL RIGHTS to participate in MY HEARINGS!

Further followed by an outrageous, crippling, FIVE-YEAR EXTENSION, without even mailing me a NOTICE or a MOTION! (Still to DATE!)

There is NOTHING "LEGAL" about this! It is ALL about POWER, BIAS, DISCRIMINATION, COLLUSION, CONTROL, DOMINANCE & ABUSE!

I thought that "Lady Justice" held SCALES while wearing a BLINDFOLD?

Apparently not in Williamson County Tennessee!

I LOVED MIDDLE TENNESSEE! I was a hard working, honest, tax paying CITIZEN for 25-years! Until the day that I first met Judge Michael W. Binkley and his close personal friend, Attorney Virginia Lee Story!

Regretfully now, I hope to NEVER step on Tennessee soil again, ever!

3-DAYS BEFORE Wife secretly filed for **Ch-13 BANKRUPTCY** (requesting to voluntarily forfeit/auction **OUR HOME**), without even mentioning a WORD to me!

I accidentally discovered this (from her attorney) on 6/14/2019. FIVE DAYS LATER, Wife applied for a FRAUDULENT "OP" under FALSE TESTIMONY!

I have NEVER threatened to harm her, or laid a single finger on her in anger! EVER! (While I have ZERO Arrests, Complaints, Priors, NOTHING!)

Even though WIFE is a HIGHLY TRAINED and HEAVILY EQUIPPED firearms and self-defense EXPERT!

She is a Licensed TN HANDGUN INSTRUCTOR, with serious military assault rifles, and over 5,000 Rnds. of ammo when she left!

Yet somehow she obtained an OP "Ex Parte" from Judge Michael W. Binkley, who just "happens" to be CLOSE PERSONAL FRIENDS with Wife's divorce attorney, Virginia Lee Story.

Welcome back to the OLD SOUTH! Let's all practice saying, "YES MASTER!"

I held out good for my raccoon buddy in my hand tonight, and he touched both his cold little nose and his paw to my hand.

<https://1drv.ms/v/s!AIWYAYYGDEXasH4MLLYxg0ct2nKs>

I DID IT!!!



Apr 23 2019

F

OMG! raccoon!!! 😊

Fawn Fenton (mobile) Apr 23, 2019

Was that not COOL AS HECK? I did like you told me... Trying to keep the door barely split so he didn't come inside, while taking a video with one hand, holding out the food in the other hand, trying to focus, call to him..... And you say that I can't multi-task!

I've interacted with him a ton through the glass, and a little outdoors, but that was the first time that we touched each other. He was super gentle, with his warm soft little tongue eating out of my hand, with never the slightest nip!

Apr 23 2019



F

Love little raccoon!! 😊

Fawn Fenton (mobile) Apr 23, 2019

IMPORTANT TIME MARKERS FOR THE AUDIO RECORDING BELOW:

"2018-10-27 Fenton Phone Call – Dividing Property.mp3"

Confirming my email is on the same page... dropping suite and selling the home ourselves, then getting an amicable divorce with free state forms, after there is no joint property or debts left. (That way we can save money on legal fees and decide how to split our property and debts.)

00:06 Fawn's PLAYFUL "Hello" Voice

02:30 I want to take the dehumidifier with me to my mom's because the basement is really humid - Fawn approves.

03:10 Security System or Cameras - both, all, can take.

03:25 Last but not least, the Television (Fawn "kinda wants it", "would like to have it". Whatever but she would like to have it.) I can take all the smaller TVs. Talk about me maintaining residency here... possibly with using her address... she isn't excited about it, but we'll talk about it later.

06:55 She will get the Aquarium out before it goes on the market - she affirms. Will start working on getting her stuff out of the house on the weekends.

07:00 So will you hire a lawncare while I am gone, so I can put some of that in storage? Yeah.

07:27 The reason I don't want any of the holding costs to come out of my share, is because it wasn't my choice that we have two residences, you know, so it doesn't seem... Yeah, whatever.

07:39 Still it's far and away more money that you'll be able to apply towards your debt than if we paid off all of mine, right? Yeah. For Sure!

07:52 I mean, splitting it 50/50 is totally fair, and that's what I would want to do.

08:00 Fawn strongly doesn't want a tenant, if we can avoid it.

08:33 Great Wall of Fire... Ask Around when I'm up there...

Fawn confirms that she will let me know on Monday how we need to proceed with Non-Suit with court.

BELOW ARE SOME TIME MARKERS FOR CRITICAL PORTIONS OF THE ATTACHED AUDIO RECORDINGS:

2019-08-29 Hearing at the Old Courthouse - Michael Binkley - Virginia Story - Pro Se: "M2019-02059 Transcript of Evidence-2b (audio recording).mp3":

- 4:53 Story: "He said that he was moving September 1st, that is Sunday."
(BOLD face LIE, I NEVER said that!)
- 5:00 Jeff: "that was my tenants move out by then."
- 5:04 Story: "That is not true, he says he had 45-days AFTER September 1st to move, but that wouldn't even make sense." **(Which is NOT what I said or MEANT!)**

According to the Judgment on 8/1/2019 (included herein):

- My Tenant's had 30-days, from 8/1, to move-out.
- The AUCTION was set to take place within 45-days, from 8/1.
- So, there should have been approximately 15-DAYS where I would live in MY HOME BY MYSELF, between the date that my Tenant's were forced to vacate, until the AUCTION was scheduled to take place.
- NEVER did the Court Order on 8/1/2019 require me to vacate my home prior to the sale.
- I was SUPPOSED to be allowed to remain in my HOME, until the SALES proceeds provided me with another place to LIVE!

I had hoped to voluntarily leave a day before the sale, simply so that I wouldn't need to be present during the auction, not because I was required to move by any specific date. *(According to the 8/1/2018 Court Order (TR v1, Pages 110-112) ATTACHED.)*

- 5:28 Story: "So he's got to be out for them to get this place ready to go."
(THIS IS NEW INFORMATION)
- 5:38 Story: "I have seen correspondence where he said September 1st
(BOLD face LIE, I NEVER said that!), now he is saying he can't, so I would suggest September 3rd, which is next Tuesday, and"

5:50 Story: "I would like the Order to reflect, that the Williamson County Sheriff's Department will accompany him, and at this point, off the property."

6:00 Story: "I don't think that he needs to take any property."

6:04 Story: "What he did your honor, we in **this response he filed, they had a TV... a Sony TV... he now tells me in this response, that he sold it for \$1,000.** The TV was MARITAL PROPERTY, but it was "negotiable" (as proven in the attached phone call with my Wife), yet NOTHING HAPPENED DURING THE STATUORY INJUNCTION, WHICH Ms. STORY KNEW (please see my correspondence, via email, with her afterwards), yet she INTENTIONALLY DECEIVED THE JUDGE TO HARM ME! **That is TEXT BOOK PERJURY!**

JUST FYL... in the END, I retrieved the TV and LEFT it as a GIFT for Ms. Fenton, not because I had any LEGAL duty to do so, but simply as a KISS ON THE CHEEK!

6:21 Story: "and then the other thing, there was a dehumidifier in the basement, that was like a \$2500 - \$3500 dehumidifier for moisture, he sold that." (I had Ms. Fenton's PERMISSION TO TAKE THE DEHUMIDIFIER, WHICH WAS A FREE-STANDING UNIT THAT WAS NEVER ATTACHED TO THE HOUSE, hence it remained PERSONAL PROPERTY. While Ms. Fenton and I had previously DECIDED that I was to keep it to take to my MOTHER'S house! (Proven in the 2018-10-27 Fenton Phone Call – attached.) Plus, the unit was paid for using MY CREDIT, for which I STILL OWE some of the DEBT!)

Even if Ms. Story HAD no knowledge of this, she was still INTENTIONALLY DECEIVING THE COURT, because it was NOT on Ms. Fenton's LIST of personal property which she wanted, PLUS MS. Story already acknowledged at the TOP of **Wife's Petition for Divorce**, that **"IV. Plaintiff would show that the parties have no assets other than personal property which has been divided with the exception of a few items. Husband and Wife have lived separately since April**

2018." WHICH I CONSTANTLY reminded Ms. Story about, yet she didn't care, while SOMEHOW all the Personal Property remaining in OUR HOME (ALL ADMITTEDLY MINE - EXCEPT FOR ABOUT 6-ITEMS) was somehow CONVERTED back into MARITAL PROPERTY, and ordered to be AUCTIONED WITH THE HOME as part of the MARITAL ESTATE. (This was PURE LEGAL BULLYING!)

6:33 Story: "So if you let him, take anything out, at this point, it is going to be sold, and he's dissipating marital assets, which would be in violation of the restraining order." **(Pure PERJURY for reasons stated above!)**

10:27.0 Judge: "Let me just tell you how it works."

10:36.9 Judge: "The only way a judge can enforce a court order..." (jail)

10:57.7 Judge: "My personal feeling is, as a Judge, a Judge who does not backup his or her court order, is worthless...."

11:13.9 Judge: "the last thing I want to do is put someone in jail for violating an order"

11:32.7 Jeff: "And just as a question, were we saying that I disobeyed a court order?"

11:38.2 Judge: "No, no, nope, we don't have anything like that really in front of us, but, but....let me tell you what I'm going to do here, because we have to get moving."

11:49.6 Jeff: "Right. Can I still tell a little bit of my side? er?"

11:52.9 Judge: "Ah..."

11:54.0 Jeff: "Before you rule on all of that?"

11:55.6 Judge: "Briefly."

11:57.8 Jeff: *BEGAN TO BRIEFLY HEAR MY TESTIMONY*

12:50.7 Judge: *Cut me off and quit hearing my testimony. (7.1 Minutes of My Testimony Heard)*

13:20.0 Judge: "So let me just tell you this. These are really easy issues. I have got to put an order down for you to be out of that house, on September 3rd..."

13:29.9 Jeff: "Can I speak a little more for a second?"

13:31.5 Judge: "No, no, no..."

Jeff: "I can't be out that quick, Your Honor. Everything that I own is left in personal property. To say that I just take my clothes and lose everything I've owned all my life is not fair. That is not at all fair. And I don't mean to be hard. I'm willing to do

things as quick as possible, but I cannot possibly move out without a two-week's time to do it. And I need to have some time where I know that there is not going to be anymore litigation for a while because I can't -- with the ADHD -- and one of the things I provided you is something from my psychiatrist on the different disorders I have, but I cannot physically do -- be a lawyer, play a lawyer, and packing at the same time. For example, that's --

!@\$%! Judge: "Sir, I respect that. But we all have burdens."

Jeff: "Well --"

!@\$%! Judge: "Let me talk. We all have burdens. Everybody in this room has things going on in their lives to one extent or another, just like you do."

Jeff: "Right."

!@\$%! Judge: "I can't make excuses for that. Listen to what I'm saying. I don't want you and I to get crossways with each other. We have to get a date set. I'm not going to make it two weeks."

15:40.0 Jeff: "We already agreed when me and my wife split it up, that what was left of the house is mine. What she came and tagged, was what's hers."

Judge: "This isn't working. What you want to do is be a lawyer."

Jeff: "No, I don't, I can't afford a lawyer."

Judge: "We are not touching any of the furniture and furnishings. You are to tag the items that you would like to have. Go buy some little tags, you know."

Jeff: "But I wanted to take them with me so I'm only going over the bridge one time. That's what I was saying."

Judge: "Well, I know that you would like to do that but we're not doing that. Okay? That's not the fair way to do it. And I'm not going to sit here and explain to you why it's not because it's part of the law that you assume when you stand up and start representing yourself. Assume that you know."

Jeff: "Okay. I'm sorry. I would rather stay in the house during the auction with that being the case. But the only reason I was going to leave ahead of time --"

Judge: "You're not going to stay in the house."

Jeff: "I'm not going to stay in the house?"

17:13.4 Judge: "You're not going to stay in the house. You are going to leave September 3rd noon, and you've got to be out of there, or the Sherriff will escort you off the property."

17:22.5 Jeff: "So what have I done wrong, to receive that kind of treatment your Honor?" "I mean, my wife had two months to move out, and made a bunch of trips."

17:31.0 Judge: "We've already talked about all of that. We had a previous hearing. We have a previous court order. You are representing yourself. You are assumed to know everything that we've already talked about. I'm not going to go over it with you and spend four hours, I'm trying to be nice to you, when you are presumed to know and understand what we have already done. I'm trying my best to be patient with you, and you are trying my patience."

18:41.2 Judge: "You are to tag the items that you would LIKE to have, that doesn't mean that you're going to get them."

18:53.4 Judge: "In addition, you are to sign this contract today."

18:58.9 Jeff: "The um, on the last court order you said that I could take my stuff with me after the 10-day walk-through, that was what your last court order said, and I would like to be able to do that."

23:04.8 Judge: "FAIR is something you do in the fall!" *(At least unlike Ms. Story, the Judge was HONEST that time!)*

Jeff Fenton

From: Sandy Arons <sandyarons@getsmartdivorce.com>
Sent: Friday, July 27, 2018 12:06 PM
To: Jeff Fenton
Subject: RE: Alimony

Yes, I told Fawn the range for alimony is about 22.5% of her gross income.

Sandy

Sandy Arons, MBA

Certified Divorce Financial Analyst
Certified Financial Divorce Specialist
Accredited Financial Counselor & Mediator
750 Old Hickory Blvd.
Building Two, Suite 150
Brentwood, TN 37027
Tel: 615-376-8204 Fax: 615-376-8121
email: sandyarons@getsmartdivorce.com
website: www.getsmartdivorce.com

From: Jeff Fenton [mailto:Jeff@Meticulous.tech]
Sent: Friday, July 27, 2018 9:57 AM
To: Sandy Arons <sandyarons@getsmartdivorce.com>
Subject: Alimony

Hello Sandy,

Have you told Fawn yet how much alimony is going to be? The general ballpark?

Has she swallowed that pill yet?

I want to talk to her about some options with the house, but I need to understand if she knows this yet.

Thanks!

JEFF FENTON
METICULOUS.TECH

(615) 837-1300 OFFICE
(615) 837-1301 MOBILE
(615) 837-1302 FAX

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A DIVISION OF METICULOUS MARKETING LLC

2018-08-06 OFFERED TO GIVE MS. FENTON MY EQUITY FOR FREE!
(Regretfully She Declined)

OUR HOME (v2.0) - Message (HTML)

File Message Add-ins Help Tell me what you want to do

OUR HOME (v2.0)

 Jeff Fenton
To: Sandy Arons
Cc: Fawn Fenton; Fawn Fenton (fawn.tiffany@outlook.com); Terry Huff (tmhuff@comcast.net)

Mon 8/6/2018 1:26 AM

 You forwarded this message on 8/6/2018 1:44 AM.
This message was sent with High importance.

Hello Sandy,

Fawn came and got our fish today and we discussed OUR HOME some more. Apparently she did not understand before that I was offering to completely forfeit my equity in our home to her, provided that she LIVES in it (not for the purpose of selling the property).

I explained that I am willing to sign a Quit Claim deed, completely transferring ownership of the property to Fawn, with a separate contract specifying ONE stipulation, which is that she continue to RESIDE here at our HOME, as her primary residence, for a period of at least FIVE years.

- In the event that she chooses to put the property on the market, up for sale, transfer ownership of the property, lease or sell it by any means, then she would owe me a flat \$75k for my equity.
- After five years (from the date of divorce or legal separation), she can do whatever she chooses with the home, owing me NOTHING.
- We would EACH be responsible for ALL the debts, in our OWN names, regardless of how we choose to deal with them: filing bankruptcy, paying them, not paying them, it would be each of our OWN business, and not related to any asset/debt computations.

Our personal in agreement writing prior t

RE: Financial Considerations to Keep in Mind

 Fawn Fenton <fawn.tiffany@outlook.com>
To: Jeff Fenton
Cc: Sandy Arons

8/23/2018

 You replied to this message on 8/23/2018 3:18 PM.

Fuck no, you are going to have to buy me out.

From: Jeff Fenton <Jeff@Meticulous.tech>
Sent: Thursday, August 23, 2018 2:02 PM
To: Fawn Fenton <fawn.tiffany@outlook.com>
Cc: Sandy Arons <sandyarons@getasmartdivorce.com>
Subject: Re: Financial Considerations to Keep in Mind

Nice that you made that choice for me too!

So are you willing to surrender your equity in this house to me, so that I can try to keep our home, so that all isn't lost?

Jeff Fenton
METICULOUS.tech

Jeff Fenton

From: Fawn Fenton <fawn.tiffany@outlook.com>
Sent: Tuesday, October 9, 2018 12:21 PM
To: Jeff Fenton
Subject: RE: Reply to your email (Missed This!)

At this point, to be honest, I do not really even want to keep the Sunnyside house. If the house is not sold, then I will be stuck paying for the very-expensive bills that come with the house, AND I will still have a ton of credit card debt from this divorce. I am emotionally burnt out, and Ken is making zero steps towards any transition plan for the company, so in a year or two I'd really like to take a less stressful job. I need life to be simpler to help me recover emotionally and financially after all of this upheaval. But I will be trapped as long as I'm saddled with the house + alimony + credit card debt. I don't know if I can realistically handle the stress level of being forced to make a high salary only to give it all away every month for many years into the future.

Just hypothetically, what are you intending or wanting to do about the old delinquent debts?

9:52 [icons] 94%

← Fawn Fenton [phone] [dots]

For the **SOLE** purpose of salvaging some portion of our previous **FRIENDSHIP**, if it is **WORTH** a couple hours of **YOUR TIME**, and some open minded discussion, with nothing to "win" or "lose" for either of us.

I honestly am not sure what Terry might or might not say. But it is **WORTH** it to me to invest **MY TIME** and money to find out, **IF** you will agree!?!?

Please let me know!

Dec 31, 2018

Yes, I absolutely would like to attend a couple of counseling sessions with you and Terry. Let me know when I should be there!

Poey looks good! The vet

[message icon] Type a message [send icon]

9:58 [icons] 93%

← Fawn Fenton [phone] [dots]



The end of an era.



What time on the 30th should I expect you?



[message icon] Type a message [send icon]

9:51 [icons] 94%

← Fawn Fenton [phone] [dots]

Dec 31, 2018

Yes that all sounds fine about meeting with Terry. However he wants to handle it. I am wanting to hear his perspective. Definitely no arguing if at all possible, and I wouldn't blame him for cutting it off if there was arguing.

I have ACE from 3:-5:00 pm on Tuesday Jan 14, but so far that's the only non-negotiable thing on my calendar coming up. So just let me know date/ time whenever you find out.

Dec 31, 2018

Ok, sounds good! Thanks! I'll let you know as soon as I know.

Happy New Year!

[message icon] Type a message [send icon]

9:49 [icons] 94%

← Fawn Fenton [phone] [dots]

You are **ALWAYS** looking for a way to screw me over!

Don't worry, I will commit my every free moment to finding the recording where you promised to sign an alimony agreement before I had you a POA to sell our home. Again, it is all these games you play and your constant lying, which continues to keep me from moving forward and drags this process out!

Jan 5, 2019

F I am **NEVER** trying to screw you over. You are paranoid.

Jan 5, 2019

Then **KEEP YOUR PROMISES!**

Incidentally, it's not called "paranoid" when people really are out to do you financial or other harm.

[message icon] Type a message [send icon]

9:47 [icons] 94%

← Fawn Fenton [phone] [dots]

What happened? Why did you suddenly decide I am trying to get out of paying your alimony? (Which isn't true, I have always intended to pay you as we discussed.) Your mood swings are so weird. I thought, based upon our emails, that we were not going to harrass each other with legal contracts. As I said, the terms of your alimony will be immortalized in the final divorce filing, which we will do after the house sells. I don't understand why you are suddenly freaking out for no reason.

Jan 6, 2019

F You agreed to put it writing before I leave, now you are pretending you never agreed to that and refusing.

[message icon] Type a message [send icon]

9:46 [icons] 94%

← Fawn Fenton [phone] [dots]

Please confirm.

Your refusal to communicate would confirm the opposite again, which would result in me needing to divert from packing to prepare for another surprise attack from you legally.

Thanks.
Jeff

Jan 7, 2019

F I don't know wtf you're talking about, "legal battle". I am not wanting anything to do with lawyers, I can't afford any more, it's a waste of time and money. Regarding leaving a few cameras and wireless etc, I guess that's fine, I don't see why not.

Jan 8, 2019

[message icon] Type a message [send icon]

From: (615) 333-7377 <16158371301.16153337377.km4F34MBb9@txt.voice.google.com>
Sent: Wednesday, January 23, 2019 4:14 PM
To: 837.1301@gmail.com
Subject: New text message from (615) 333-7377



Hello, I pray for some peace for you today. (Regarding your text right above, I used to always think of you like you were riding a stationary exercise bicycle; peddling furiously, working so hard, but going nowhere. Sorry, not that that helps.) Anyway, my cold is much much worse today. At least I have donuts, those sure are good and cheer me up. 🍩🍰🍪🥤🍷🍩

[YOUR ACCOUNT](#) [HELP CENTER](#) [HELP FORUM](#)

To edit your email preferences for text messages, go to the [email notification settings](#) in your account.



Google LLC
1600 Amphitheatre Pkwy
Mountain View CA 94043 USA

Fawn Fenton
(615) 333-7377 • mobile



You are WRONG about my motives for selling the house and you are WRONG about me having evil and selfish intentions to increase or decrease the sale value. As usual, you are being a **dick** when I don't agree with everything you want, and you resort to insulting me and verbally attacking me to try to get your way.

Fawn Fenton (mobile) • Jan 30, 12 13 AM

You just called me a dick and accused me of verbally attacking you, in the same sentence.

Jan 30 2:31 AM

Fawn Fenton
(615) 333-7377 • mobile



Thanks!

I was just reading about the 2018 tax code...

Have you figured out the income tax ramifications of having no mortgage interest deduction (because you will live in an apartment), plus no spousal dependant (another lost \$12k write-off), plus not being able to write-off the alimony you pay me, combined with the new 2018 tax laws? (Not to mention the loss of the "business in home" and other MM write-offs)?

Seriously, I'm concerned for how you have and continue to set yourself-up for your future.

It looks to me, like you will have double the taxable income that you previously had, which won't likely change for 5-10 years, until you can afford to purchase another condo and complete paying my alimony.

Have you really ran the numbers on all of this and considered for a moment if maybe there is some way for you to mitigate your tax losses?

It looks to me like you have created and are walking into the worst possible scenario tax wise, which will largely defeat much of the vocational success you've reached in recent years.

Am I missing something, misreading something, not understanding anything correctly? Have you discussed options with a CPA or even your brother, or someone with an MBA, or at least a tax professional?

I hate to see you screw yourself, especially to solely benefit Uncle Sam.

Is there no better way of doing this?

Dec 22, 2018



Correct, my tax situation is going to suck for a very long time.

Fawn Fenton (mobile) • Dec 22, 2018

Is there nothing we can do h

To help that?

Dec 22, 2018



Not that I know of.

Fawn Fenton (mobile) • Dec 22, 2018



The Moment I KNEW!

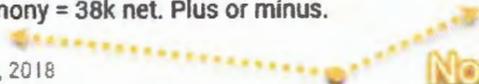
Have you talked to your brother about it or asked an accountant?

Dec 22, 2018



Yes I've talked to mark and my dad. No haven't talked to an accountant. 90k gross - 31k taxes - 21k alimony = 38k net. Plus or minus.

Fawn Fenton (mobile) • Dec 22, 2018



No Incentive to Earn!

Goodbye Alimony!

Didn't your dad or Mark have any suggestions to bring down those insane taxes?

Dec 22, 2018



Nope. This is why I cannot afford to keep house, and need sale to help pay down debts.

Fawn Fenton (mobile) • Dec 22, 2018



Yet the house would save you how much in taxes?

Debts are all from this year... how did we fall so far so fast?

Dec 22, 2018



Someday when alimony is done, I can get a job making only \$43k gross and have same net of +/- \$38k.

Fawn Fenton (mobile) • Dec 22, 2018



The Goal :)

That is crazy... their must be a smarter way to spend all that you've worked for?

So back to the house, how much does the mortgage interest take off your taxes?

Your dad and Mark didn't have any suggestions to help you pay less in taxes?

Hello?

If you kept house, you would have a massive tax write-off, plus if you got one female roommate, you would be earning equity, have money to slowly

Dec 22, 2018



Mortgage interest is about \$12k.

Fawn Fenton (mobile) • Dec 22, 2018

Jeff Fenton

From: Fawn Fenton <fawn.tiffany@outlook.com>
Sent: Thursday, August 30, 2018 5:49 PM
To: Jeff Fenton; Fawn Fenton
Cc: Sandy Arons
Subject: RE: Offer to settle

Ken says he is willing to keep paying for you to be on our plan for 1 year, maybe through the end of 2019, "as long as you don't cause more problems", heh.

Beyond that, we'll have to see where things stand with you, and with my company.

(Our office lease is up in March 2020, and Ken really wants to retire, and so there's no telling what my job will be after that.)

From: Jeff Fenton <Jeff@Meticulous.tech>
Sent: Thursday, August 30, 2018 2:18 PM
To: Fawn Fenton <fawn.tiffany@outlook.com>; Fawn Fenton <fawn.fenton@live.com>
Cc: Sandy Arons <sandyarons@getasmartdivorce.com>
Subject: RE: Offer to settle

As I re-read this, there is one other substantial concern that I need to address, and that is health insurance. Without health insurance, the price of my meds alone would break me each month (just like your xyrem)!

Would Ken be willing to keep me on your health plan for ONE YEAR, until I can complete my job training and can acquire a job that offers health benefits? Without this, even Cobra I would have no way to pay for, if I don't have a job. I also should maintain my counseling throughout, but that goes back to my questions about the transitional period.

Debtor 1 **Fawn Tiffany Fenton**

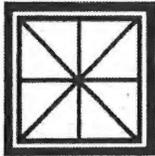
Case number (if known) _____

	For Debtor 1	For Debtor 2 or non-filing spouse
Copy line 4 here _____	\$ 7,500.00	\$ N/A
5. List all payroll deductions:		
5a. Tax, Medicare, and Social Security deductions	\$ 1,654.96	\$ N/A
5b. Mandatory contributions for retirement plans	\$ 0.00	\$ N/A
5c. Voluntary contributions for retirement plans	\$ 0.00	\$ N/A
5d. Required repayments of retirement fund loans	\$ 0.00	\$ N/A
5e. Insurance	\$ 0.00	\$ N/A
5f. Domestic support obligations	\$ 0.00	\$ N/A
5g. Union dues	\$ 0.00	\$ N/A
5h. Other deductions. Specify: _____	\$ 0.00	\$ N/A
6. Add the payroll deductions. Add lines 5a+5b+5c+5d+5e+5f+5g+5h.	\$ 1,654.96	\$ N/A
7. Calculate total monthly take-home pay. Subtract line 6 from line 4.	\$ 5,845.04	\$ N/A
8. List all other income regularly received:		
8a. Net income from rental property and from operating a business, profession, or farm Attach a statement for each property and business showing gross receipts, ordinary and necessary business expenses, and the total monthly net income.	\$ 0.00	\$ N/A
8b. Interest and dividends	\$ 0.00	\$ N/A
8c. Family support payments that you, a non-filing spouse, or a dependent regularly receive Include alimony, spousal support, child support, maintenance, divorce settlement, and property settlement.	\$ 0.00	\$ N/A
8d. Unemployment compensation	\$ 0.00	\$ N/A
8e. Social Security	\$ 0.00	\$ N/A
8f. Other government assistance that you regularly receive Include cash assistance and the value (if known) of any non-cash assistance that you receive, such as food stamps (benefits under the Supplemental Nutrition Assistance Program) or housing subsidies. Specify: _____	\$ 0.00	\$ N/A
8g. Pension or retirement income	\$ 0.00	\$ N/A
8h. Other monthly income. Specify: _____	\$ 0.00	\$ N/A
9. Add all other income. Add lines 8a+8b+8c+8d+8e+8f+8g+8h.	\$ 0.00	\$ N/A
10. Calculate monthly income. Add line 7 + line 9. Add the entries in line 10 for Debtor 1 and Debtor 2 or non-filing spouse.	\$ 5,845.04	\$ N/A
11. State all other regular contributions to the expenses that you list in Schedule J. Include contributions from an unmarried partner, members of your household, your dependents, your roommates, and other friends or relatives. Do not include any amounts already included in lines 2-10 or amounts that are not available to pay expenses listed in Schedule J. Specify: _____	+\$ 0.00	
12. Add the amount in the last column of line 10 to the amount in line 11. The result is the combined monthly income. Write that amount on the <i>Summary of Schedules</i> and <i>Statistical Summary of Certain Liabilities and Related Data</i> , if it applies		\$ 5,845.04
		Combined monthly income

13. Do you expect an increase or decrease within the year after you file this form?

No.

Yes. Explain: _____



Adkisson & Associates Architects, Inc.

CLERK & MASTER

2019 AUG 15 AM 10:44

FILED FOR ENTRY

August 14, 2019

To all the employees of Adkisson & Associates Architects, Inc. (the "Firm")

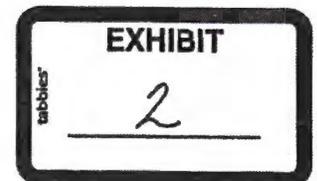
I want to let everyone know that November 2nd of this year is my 65th birthday. As a result, I plan to begin downsizing the Firm so that I can significantly reduce overhead costs prior to the end of the corporate fiscal year end on **December 31, 2019**.

I want to give everyone ample time to secure other employment. I will continue to pay your salary and benefits up through **November 15, 2019** so long as you are working full time at the Firm. If you secure new employment prior to November 15, 2019, I will provide you with two (2) weeks severance pay from the new employment start date, but said severance pay will not extend beyond November 15, 2019.

I greatly appreciate your good work over the past years and wish you well in your future endeavors.

With many thanks,

Kenneth C. Adkisson
President



ABSOLUTE AUCTION

LOCATION & DIRECTIONS



1986 Sunny Side Drive, Brentwood, TN 37027

From Nashville, take Hillsboro Road/US 431 South.
Then, turn left on Sunny Side Drive.
Home is on the right.

AUCTION TEAM



TOMMY ANDERSON
BROKER & AUCTIONEER
HND Auctions, LLC
Office: (615) 297-7711
Cell: (615) 969-5819
tom@tommyanderson.us



PAT MARLIN
BROKER & AUCTIONEER
McArthur Sanders Real Estate
Office: (615) 370-4663
pmarlin@mcarthursanders.com

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ABSOLUTE AUCTION

SATURDAY, SEPTEMBER 28 at 10:00 AM CST
1986 Sunny Side Drive, Brentwood, TN 37027



Fine brick home at Sunny Side Estates in Brentwood.
4 Bedrooms • 2 ½ Bathrooms • 1.48 Acre Grassland Lot

Nice Fenced Back Yard with Outdoor Deck. 9 Foot Ceilings and Spacious Rooms. Ceiling Fans. Wood Burning Fireplace. Modern Kitchen. New HVAC and Basement Moisture Barrier. And much more!

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FL #6200

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ABSOLUTE AUCTION

SATURDAY, SEPTEMBER 28 at 10:00 AM CST
1986 Sunny Side Drive, Brentwood, TN 37027

4 Bedrooms • 2 ½ Bathrooms • 1.48 Acre Grassland Lot

Nice Fenced Back Yard with Outdoor Deck. 9 Foot Ceilings and Spacious Rooms. Ceiling Fans. Wood Burning Fireplace. Modern Kitchen. New HVAC and Basement Moisture Barrier. And much more!

Some personal property included immediately following auction.



- **Formal Living Room:** 13 x 15
- **Eat-In Kitchen:** 12 x 15
- **Formal Dining Room:** 12 x 13
- **Bonus Room Over Garage with Washer & Dryer Hookup:** 23 x 25
- **Den with Fireplace:** 13 x 19
- **Bedroom 1 with Full Bath:** 13 X 15
- **Bedroom 2:** 11 x 12
- **Bedroom 3:** 13 x 13
- **Bedroom 4:** 11 x 12



TERMS & CONDITIONS

Cash. Ten percent (10%) down at auction as earnest money. Please make all financial arrangements prior to auction and bring checkbook. Closing within thirty (30) days with Banker's Title & Escrow Attorney, Sam Anderson, (615) 661-7771. Deed and insured title furnished. For possible financing, contact F & M Bank, Billy Winfree, (615) 842-5877 to pre-qualify or use your own bank. Six percent (6%) buyer's premium added to final bid to arrive at contract price.

Announcements on day of sale take precedence over ALL other advertising.



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CONVERTED, MEANSYES, DISCH(D), NOCLOSE

U.S. Bankruptcy Court
MIDDLE DISTRICT OF TENNESSEE (Nashville)
Bankruptcy Petition #: 3:19-bk-02693

Assigned to: **Charles M Walker**
Chapter 7
Previous chapter 13
Original chapter 13
Voluntary
Asset

Date filed: **04/26/2019**
Date converted: 12/06/2019
Debtor discharged: 04/15/2020
341 meeting: 01/06/2020
Deadline for objecting to discharge: 03/06/2020
Deadline for financial mgmt. course: 07/26/2019

Debtor disposition: Standard Discharge

Debtor
Fawn Tiffany Fenton
[REDACTED]
Brentwood, TN 37027
DAVIDSON-TN
SSN / ITIN: [REDACTED]
aka Fawn Tiffany Davenport
aka Fawn Tiffany Ferguson

represented by **MARY ELIZABETH AUSBROOKS**
ROTHSCHILD & AUSBROOKS
1222 16TH AVE SO
STE 12
NASHVILLE, TN 37212-2926
615-242-3996
Email: marybeth@rothschildbklaw.com

MARY ELIZABETH AUSBROOKS
(See above for address)

Alexander S. Koval
Rothschild & Ausbrooks, PLLC
1222 16th Ave. S.
Suite 12
Nashville, TN 37212
615 242 3996
Fax : 615 242 2003
TERMINATED: 10/04/2019

Trustee
HENRY EDWARD HILDEBRAND, III
OFFICE OF THE CHAPTER 13 TRUSTEE
PO BOX 340019
NASHVILLE, TN 37203-0019
615 244-1101
TERMINATED: 12/06/2019

Trustee
JOHN C. MCLEMORE
LAW OFFICE OF JOHN C. MCLEMORE, PLLC
2000 RICHARD JONES RD., STE. 250
NASHVILLE, TN 37215

represented by **JOHN C. MCLEMORE**
LAW OFFICE OF JOHN C.
MCLEMORE, PLLC
2000 RICHARD JONES RD., STE.
250

WIFE emailed this to me 20-DAYS AFTER she had ALREADY secretly filed for BANKRUPTCY!

Jeff Fenton

From: Fawn Fenton <fawn.tiffany@outlook.com>
Sent: Thursday, May 16, 2019 5:02 PM
To: RE: Terminate \$500 Per Month - Partial Support - Keeping Utilities in Your Name for Now
Categories: 5-Email: Present to Court

Ok, I am good with keeping the utilities and not sending you checks for now.

Thanks.

From: Jeff Fenton <Jeff@Meticulous.tech>
Sent: Thursday, May 16, 2019 1:21 PM
To: Fawn Fenton (fawn.tiffany@outlook.com) <fawn.tiffany@outlook.com>; Fawn Fenton <fawn.fenton@live.com>
Subject: Terminate \$500 Per Month - Partial Support - Keeping Utilities in Your Name for Now
Importance: High

Hey Fawn,

Since I haven't heard anything back about transferring the utilities, and if I go bk all my credit cards will be cancelled, even those which I've kept current, I think it is probably best for now, that we leave the SS utilities in your name, and you can just quit mailing me the \$250 checks for my expenses every two weeks.

I deposited the final check that I have yesterday anyway, and since this is a bit of a hassle to keep reminding you about, just save this money for now to meet your own financial short-fall, which if I understood you correctly, should completely cure your present negative cashflow.

I've been working on a million projects to make my roommates comfortable (they PEE a lot, so I need to TRY to fix the bonus room toilet), and to secure the house once I start some vocational training or job, which will be next on my list (unless 2016 taxes or bk, temporarily supersedes it).

My stuff is all in chaos now, after cleaning out both "junk rooms", and I still have that lawsuit with BCS to contend with... response due next week.

Anyhow, I primarily wanted to touch base about the money and utilities, since it is a slight deviation from what we previously spoke of. This should benefit you slightly though financially.

I will open a new Netflix account, and email you once I do, so that you can close your account if you are no longer using it.

That way I can setup a new profile for each roommate.

I also still need to deal with AT&T who has been charging me around \$95 per month for my cell service, since you ported out.

I also still need to increase my Comcast subscription, since we are exceeding the data cap, due to our three streaming TVs.

Anyhow, I hope that you are well.

JEFF FENTON
METICULOUS.TECH
(615) 837-1300 OFFICE
(615) 837-1301 MOBILE
(615) 837-1302 FAX

TECHNICAL CONSULTING, SERVICES, AND SOLUTIONS,
WHEN IT'S WORTH DOING RIGHT THE FIRST TIME!

SUBMIT OR RESPOND TO A SUPPORT TICKET [HERE](#).

A DIVISION OF METICULOUS MARKETING LLC

WIFE emailed the message above to me 20-DAYS AFTER she had ALREADY secretly filed for BANKRUPTCY! While she knew that I had rented out two bedrooms, to help us BOTH cash-flow. She accepted the financial relief from me, without warning, while she had committed to paying our MORTGAGES throughout our Divorce (and probably beyond). NEVER did she share any dire financial failures to me, or provide the slightest hint that she was defaulting upon OUR MORTGAGE payments, thereby placing the totality of BOTH our life's savings in jeopardy, being entirely invested in our beautiful HOME, where we planned to spend the rest of our lives!

Nor did she give me a CLUE that she was filing for BANKRUPTCY, while secretly requesting to FORFEIT OUR JOINTLY DEEDED AND OWNED HOME! Without so much as providing me NOTICE, as her Bankruptcy Attorneys worked with Ms. Story as they BOTH fraudulently concealed my financial investment in and equal OWNERSHIP in our Jointly Deeded HOME!

FILED
 IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
 CLERK & MASTER
 AT FRANKLIN

FAWN TIFFANY FENTON

Plaintiff/Wife,

v.

JEFFREY RYAN FENTON,

Defendant/Husband.

2019 JUN -4 PM 3:34
 FILED FOR ENTRY

No. 48419 B

COMPLAINT FOR DIVORCE

Plaintiff, makes the following complaint for absolute divorce against, Defendant, and states as follows:

I.

Pursuant to Tenn. Code Ann. §36-4-106(b), Plaintiff has filed under seal the parties' statistical information, and further provides as follows:

Husband		Wife
Jeffrey Ryan Fenton	Full Name (and Maiden)	Fawn Tiffany Fenton (Davenport)
1986 Sunny Side Drive Brentwood, TN 37027	Mailing Address	102 Plum Nelly Circle Brentwood, TN 37027
24 years	Length of Residence in TN	20 years
October 8, 1969 Washington	Date and Place of Birth	January 22, 1973 Nevada
Caucasian	Race	Caucasian
3	Number of this marriage	2
Divorce	How did prior marriages end	Divorce
12	Years of Education	16
Unemployed	Employer Name and Address	Adkisson & Associates Architects, Inc. 3322 West End Avenue, Suite 103 Nashville, TN 37203

The parties were married on October 16, 2005 in Davidson County, Tennessee.

BY WIFE'S OWN DIVORCE COMPLAINT: "PLAINTIFF WOULD SHOW THAT THE PARTIES HAVE NO ASSETS OTHER THAN PERSONAL PROPERTY WHICH HAS BEEN DIVIDED WITH THE EXCEPTION OF A FEW ITEMS. HUSBAND AND WIFE HAVE LIVED SEPARATELY SINCE APRIL 2008." (SECTION IV.) ANY MENTION OF "PERSONAL PROPERTY" LATER, EXCEPT FOR THESE FEW ITEMS IS FRAUD & ABUSE!

Plaintiff has resided in the State of Tennessee more than six (6) months preceding the filing of this complaint. The acts complained of were committed while the Plaintiff was a bona fide resident of Tennessee.

II.

There are no children born of this marriage.

III.

Plaintiff would show that the parties have been experiencing difficulties in their marriage and all attempts at reconciliation have failed, thus rendering the marriage irreconcilably broken. Plaintiff requests that she be granted a divorce based on the grounds of irreconcilable differences, or in the alternative, if the parties are unable to reach an amicable agreement, then Plaintiff requests that she be granted a divorce on grounds of inappropriate marital conduct.

IV.

Plaintiff would show that the parties have no assets other than personal property which has been divided with the exception of a few items. Husband and Wife have lived separately since April 2018.

Husband refuses to work and has not paid the mortgage payment or assisted with the mortgage payment or the bills of the home. Wife has spoken to Husband and made every attempt to have the house listed and Husband previously agreed in 2018 but then refused. Wife cannot continue to pay the mortgage payment and allow Husband to stay in the house without financial help. Husband has rented two of the bedrooms out and he retains the rent. Husband ran up over \$10,000 in credit card debt in Wife's name. Wife has now had to file bankruptcy to manage the debt accrual which debt all in her name as Husband has not any credit since 2016. Wife requests that the house be sold immediately. Wife requests that she be awarded her attorney's fees.

WHEREFORE, Plaintiff prays for the following relief:

WIFE WAS TO COMPLETE THE WALK THROUGH: "TO IDENTIFY ITEMS OF (HER) PERSONAL PROPERTY" AND "PROVIDE A LIST TO HUSBAND WITHIN TEN (10) DAYS FROM AUGUST 1, 2019" (DUE BY: 8/11/2019) SO I COULD SELL MY PERSONAL PROPERTY, SINCE THE COURT DEPRIVED ME OF MY ONLY INCOME, WHICH WAS MY TENANT RENTS! YET THIS WASN'T COMPLETED UNTIL 8/23/2019!

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

FAWN TIFFANY FENTON,)
Plaintiff/Wife,)
vs.)
JEFFREY RYAN FENTON,)
Defendant/Husband.)

FILED
WILLIAMSON COUNTY
CLERK & MASTER
2019 AUG -6 AM 9:22
FILED FOR ENTRY 8-14-19
No. 48419B

RECEIVED BY
Judges' Chambers
Date: 8-6-19 *aw*

EX PARTE ORDER OF PROTECTION EXTENDED PENDING FINAL HEARING AND ORDER GRANTING MOTION TO SELL MARITAL RESIDENCE BY AUCTION

This matter came on to be heard on the 1st day of August, 2019, before the Honorable Michael W. Binkley, Judge holding Court for the Chancery Court of Williamson County, Tennessee, upon Motion to Sell the Marital Residence by Auction and upon Ex Parte Order of Protection. It appearing to the Court based upon arguments of counsel, exhibits introduced and the record as a whole that the following shall be the Order of this Court.

It is therefore ORDERED, ADJUDGED and DECREED that the parties have reached an agreement to extend the Ex Parte Order of Protection pending final hearing in this cause. Husband shall remain under the Ex Parte Order and is enjoined and restrained from contacting Wife for any reason or from coming about her person. The Ex Parte Order of Protection shall remain in full force and effect and is extended pending further Orders of this Court and the hearing date is waived. Wife likewise is enjoined and restrained from contacting Husband for any reason or from coming about his person.

The Motion to Sell the Marital Residence by Auction is granted and the same shall be auctioned within 45 days from the date of August 1, 2019. Counsel for Husband and Wife will select a professional auctioneer as soon as possible so that the auctioneer can visit the property and market the sale in a fashion to obtain the best price possible for the home. The auctioneer shall prepare the property and market it for sale with the intent to obtain the highest sales price and most

K

WIFE WAS TO COMPLETE THE WALK THROUGH: "TO IDENTIFY ITEMS OF (HER) PERSONAL PROPERTY" AND "PROVIDE A LIST TO HUSBAND WITHIN TEN (10) DAYS FROM AUGUST 1, 2019" (DUE BY: 8/11/2019) SO I COULD SELL MY PERSONAL PROPERTY, SINCE THE COURT DEPRIVED ME OF MY ONLY INCOME, WHICH WAS MY TENANT RENTS! YET THIS WASN'T COMPLETED UNTIL 8/23/2019!

favorable terms possible in the parties' best interests. This property shall not be advertised as a desperation sell and the parties will rely on the auctioneer's recommendation, whether an estate sale or other means of marketing, to obtain a fair market price. The auction will be without reserve. Husband is enjoined and restrained from interfering with preparation of the home for auction, the auction or stalling the sale in any manner, either directly or indirectly. The attorneys for the parties will agree upon a date and time for Wife to walk through the home, since Wife has not been in the house since March 2018, to identify items of personal property and to inspect the premises. Wife will provide a list to Husband within ten (10) days from August 1, 2019, through their counsel, of the items of personal property that she would like to obtain and the parties will either agree upon the same or, if they cannot agree, then Wife may file a Motion with the Court to choose the items on her list. Husband will take such actions as necessary to move items of personal property that he would like to retain and tag, price or do whatever steps are necessary to sell the remaining items of personal property. The remaining items at the house that Husband does not take and Wife does not take shall be sold at auction. The net proceeds of the sale of the real property and the personal property shall be deposited into the Chancery Court Clerk's office and placed in an interest-bearing account on behalf of the parties. If either party needs funds from the equity prior to the Final Hearing in this cause or Agreed Order, then he or she may file a Motion with the Court to receive a portion of the funds which will be allocated against their respective share of the marital estate. Husband will notify his tenants to vacate the home on or before August 30, 2019.

All other matters are reserved pending further Orders of this Court.

ENTERED on this 14th day of August, 2019, NUNC PRO TUNC 1
AUGUST 6, 2019. (73)


MICHAEL W. BINKLEY, JUDGE

Michael W. Binkley
Circuit Court Judge/Chancellor
21st Judicial District, Division III

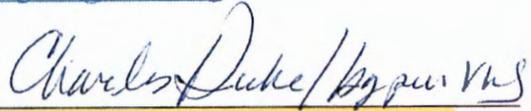
BACK BEFORE I UNDERSTOOD THE "APPROVED FOR ENTRY" PROCESS OF "PROPOSED" ORDERS VS. "AGREED ORDERS"

APPROVED FOR ENTRY:



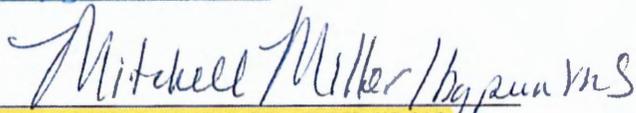
VIRGINIA LEE STORY; BPR #11700

Attorney for Plaintiff/Wife
136 Fourth Avenue South
Franklin, TN 37064
(615) 790-1778
virginia@tnlaw.org



CHARLES M. DUKE; BPR #23607

Attorney for Defendant/Husband
LAW OFFICE OF CHARLES M. DUKE, LLC
1200 Villa Place, Suite 201
Nashville, TN 37212
(615) 541-1842
marty@mdukelaw.com



MITCHELL MILLER; BPR #36126

Attorney for Defendant/Husband
SCHAFFER LAW FIRM, PLLC
1200 Villa Place, Suite 200
Nashville, TN 37212
(615) 712-6394
mitchell@schaferlawfirmtn.com

CLERK'S CERTIFICATE OF SERVICE

I certify that a true and exact copy of the foregoing was sent by email and/or first-class mail to Charles M. Duke and Mitchell Miller, Attorneys for Husband, and Virginia Lee Story, Attorney for Wife, at their respective addresses, on this 14 day of August, 2019.

CLERK 

**LOCAL RULES OF PRACTICE
TWENTY-FIRST JUDICIAL DISTRICT
HICKMAN, LEWIS, PERRY AND WILLIAMSON COUNTIES**

**RULES OF THE CIRCUIT AND CHANCERY COURTS
FOR THE TWENTY-FIRST JUDICIAL DISTRICT**

**Adopted Effective September 1, 2004
As Amended Through September 1, 2017
And Further Amended March 1, 2019**

INTRODUCTION

JUDGES. The 21st Judicial District embraces Hickman, Lewis, Perry, and Williamson Counties. All Judges of the 21st Judicial District have full civil and criminal jurisdiction therein and are assigned areas of responsibility by the Presiding Judge.

CLERKS. Each county within the District has a Circuit Court Clerk and a Clerk and Master with powers and duties prescribed by statute for such offices generally. The Clerk and Master is also clerk of the Probate Division of the Chancery Court.

Rule 11. Orders and Judgments

Section 11.01 Preparation and Submission

Unless the court directs otherwise, attorneys for prevailing parties will prepare proposed orders for entry by the court and shall file such proposed orders not more than seven (7) days following the day on which the ruling is made by the court. If the proposed order submitted reflects that it has been approved for entry by counsel for all parties, then the court will take action promptly to enter such proposed order, or, at the court's discretion, enter the court's own order with respect to the ruling. If the proposed order does not reflect that it has been approved for entry by counsel for all parties, then the court will take no action to enter such proposed order for seven (7) days after receipt of the proposed order to afford counsel for the opposing party to submit an alternative proposed order. If the opposing party submits an alternative proposed order, the court shall undertake promptly to enter either the original proposed order, the alternative proposed order, or the court's own order with respect to the ruling. All of the time periods in this section may, for good cause, be extended by the court.

A party's approval for entry of a proposed order, which does not by its express terms state that it is an agreed order, shall not be construed as anything other than the party's agreement that the proposed order accurately reflects the court's ruling on the particular matter and shall not be construed to imply that party's agreement with or consent to the ruling set out in the proposed order.

[Adopted Effective September 1, 2004; Amended Effective September 1, 2010; Further Amended December 1, 2014].

COURT ORDER SAYS "WALK THROUGH " IS FIRST - BUT MS. STORY NEED NOT OBEY - I MUST WAIT TO SELL, UNTIL ITS TOO LATE!

Jeff Fenton

From: Charles M. Duke <marty@mdukelaw.com>
Sent: Monday, August 5, 2019 6:37 PM
To: Jeff Fenton
Cc: Mitchell Miller (mitchell@schafferlawfirmtn.com)
Subject: FW: Prep for auction of Fenton house
Attachments: PA030017 (2).JPG

Jeff:

Please see below from Virginia Story regarding the items Ms. Fenton would like to have form the house. In addition, we received and email earlier today listing the following additional item:

Glock pistol, 9mm model G-17. This gun is in Wife's name and purchased it in 2010. Mr. Fenton will need to provide a copy of the receipt of purchase or my client can retrieve when she is in the house for the walk through.

After you have reviewed this list, please advise whether or not you want to have the walk-through recorded, as mentioned below. When we have dates from Story on when they would like to set the walk-through, we will forward them to you.

Thanks.
Marty

From: Virginia Story [mailto:virginia@tnlaw.org]
Sent: Friday, August 02, 2019 9:10 AM
To: Charles M. Duke; Mitchell Miller (mitchell@schafferlawfirmtn.com)
Cc: Heidi Macy
Subject: FW: Prep for auction of Fenton house

Marty & Mitchell,

I have started the draft of the Order from yesterday and my assistant will send to you this am for your review and comments. Please let me know if you have any changes or if the same meets please authorize me to sign by permission.

My client has come up with just a few items that she would like from the house but we still need a walk through scheduled, I will send some dates and times soon but we need to know when the tenants and Mr. Fenton would prefer to be away from the house weekend or weekend?

From Ms. Fenton:

1. Three-piece custom painting by Tom Belloni (photo attached).
2. Large Sony "Bravia" 55" TV (that was a gift from my brother Christmas 2017) and associated sound bar and sub-woofer.
3. The large aquarium and most equipment associated with it (I don't think Jeff wants any of it), including the lightweight ladders used for cleaning it. This item will take me a solid day at least to clean out and prep to move (it's extremely heavy), and I will need to then hire guys to help me move it to my storage unit.
4. A few more tools (screwdrivers, drill, things like that).
5. A walk-through of the house and garage to be scheduled within 10 days.

COURT ORDER SAYS "WALK THROUGH " IS FIRST - BUT MS. STORY NEED NOT OBEY - I MUST WAIT TO SELL, UNTIL ITS TOO LATE!

Look forward to hearing from you with some possible dates. I have a company that I have used in the past that would accompany Ms. Fenton and video record the walk through so that Mr. Fenton knows that we do not remove any items. We could go on and take items 1-3 since they are very specific and then prepare a list from the walk through. Really Mr. Fenton's choice whether this is necessary or not to have a person record. Just let me know if you want me to get a quote to see what the costs to record the walk through would be?

Thanks,
Virginia

Virginia Lee Story
Attorney at Law
136 Fourth Avenue South
Franklin, TN 37064
(615) 790-1778
(615) 790-7468 fax
Virginia@tnlaw.org

***Note** This e-mail contains PRIVILEGED and CONFIDENTIAL information intended only for the use of the specific individual or entity named above. If you or your employer is not the intended recipient of this e-mail, or an employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any unauthorized dissemination or copying of this e-mail or the information contained in it is strictly prohibited. If you have received this e-mail in error, please immediately notify the person named above at once by telephone. Thank you.*

COURT ORDER SAYS "WALK THROUGH " IS FIRST - BUT MS. STORY NEED NOT OBEY - I MUST WAIT TO SELL, UNTIL ITS TOO LATE!



12-DAYS AFTER DATE IN COURT ORDER - TOO LATE FOR ME TO SELL FOR EXPENSES - WIFE'S FINAL LIST OF PERSONAL PROPERTY!



Story Abernathy & Campbell

PLLP | AN ASSOCIATION OF ATTORNEYS

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HISTORIC DOWNTOWN
FRANKLIN, TENNESSEE
136 Fourth Avenue South
Franklin, TN 37064

OFFICE (615) 790-1778
FAX (615) 790-7468

**Licensed in Kentucky*

August 23, 2019

Via email & first-class mail

Charles M. Duke
1200 Villa Place, Suite 201
Nashville, TN 37212

Mitchell Miller
1200 Villa Place, Suite 200
Nashville, TN 37212

**Re: Fawn Tiffany Fenton vs. Jeffrey Ryan Fenton
Williamson County Chancery Court No. 48419B**

Dear Marty and Mitchell:

Thank you for helping to get the walk-through scheduled. I am hopeful that we can get Mr. Fenton's signature on the listing agreement ASAP so that we can move forward with the auction process as efficiently as possible.

My client put yellow post-it notes on the items that she would like to take from the residence. The only item that was not previously listed and that she tagged was the "gear clock" that is hanging on the brick over the fireplace. Additionally, she noticed that the Sony Bravia 55" TV, sound bar and subwoofer that she requested to take was missing from the residence. This was a gift from her brother. Please ask Mr. Fenton about the location of the TV. In the event that Mr. Fenton has sold the TV, sound bar and subwoofer, we would ask that he provide proof of the sale and documentation as to how much he received.

My client also noted that the dehumidifier equipment that the parties purchased for under the house was also missing. This was purchased a few years ago in order to reduce humidity in the crawlspace. It was a commercial-grade unit and costed several thousand dollars. Please ask Mr. Fenton what he did with this equipment and again, if he sold the equipment, we would ask that he provide proof of the sale and documentation as to how much he received.

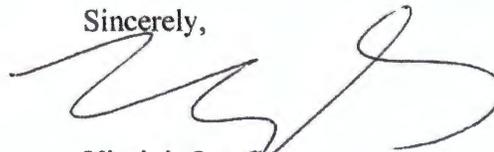
Additionally, my client would like to have the pistol (Glock 9mm, model G-17), the brown blanket with the horse image (this was hers before the marriage), decorative plate in the kitchen with the snakes painted on it (this was hers before the marriage), and the small painting of the Parthenon currently hanging over the laundry closet (this was a gift to her from her family).

Charles M. Duke
Mitchell Miller
August 23, 2019
Page 2

The only item that Ms. Fenton took with her yesterday afternoon was a blue pet-carrier. She will need to rent a truck or U-Haul in order to move the larger items. She would like to do this all in one trip sometime in mid-September. Hopefully, scheduling that will be easier as I understand that Mr. Fenton will be relocating to Michigan by September 1, 2019.

I will be drafting an MDA with the above items and division of proceeds of the equity from the home after payment of the marital debt for your review so hopefully Mr. Fenton will not have to return to Tennessee. As always, if you have any questions or concerns regarding the above, please feel free to contact me.

Sincerely,



Virginia Lee Story
Attorney at Law

cc: Ms. Fawn Fenton

I NEVER HEARD OR SAW ANYTHING ELSE ABOUT A "MDA" (MARITAL DISOLUTION AGREEMENT). I BELIEVE THAT CHANCELLOR MICHAEL W. BINKLEY AND ATTORNEY VIRGINIA LEE STORY, DECIDED IN AN EXPARTE' COMMUNICATION, NOT TO EVEN BOTHER OFFERING ME AN MDA, SINCE I NO LONGER HAD COUNSEL TO "PROTECT" ME. CHOSING INSTEAD TO TAG-TEAM ME, DEPRIVE ME OF ALL MY PROPERTY AND RIGHTS, "UNDER THE COLOR OF LAW", WHILE HAVING THE WILLIAMSON COUNTY SHERIFF'S OFFICE CHASE ME OUT OF MY HOME, AND SUBSEQUENTLY MIDDLE TENNESSEE, WITH NO WHERE ELSE FOR ME TO GO!

I BELIEVE THAT THEY CALCULATED THAT ONCE MY HOME AND MY MONEY WAS ALL GONE, THEN I WOULD NEVER BOTHER TO RETURN. ESPECIALLY SINCE I WAS ALL BUT GUARANTEED TO NEVER FIND ANY MERCY OR JUSTICE IN THAT COURT, NO MATTER HOW MUCH EVIDENCE I PROVIDED! THEY REFUSED TO EVEN HEAR MY SIDE!

THAT WAS WHY I HOPED TO SETTLE THIS OUT OF COURT WITH MY WIFE. SINCE SHE HAD ALREADY FORCEFULLY TAKEN, LIQUIDATED, AND DISBURSED THE WHOLE OF OUR PROPERTY, SAVINGS, AND OUR FINANCIAL INVESTMENTS, DEPRIVING ME OF EVERYTHING WE HAD BUILT TOGETHER AND EVEN SAVED FOR RETIREMENT BEFORE MEETING.

TO SEEK ANY LEGAL RESOLUTION, MEANT THAT EITHER HER OR I (OR BOTH) WOULD LOSE MORE, WITH LITTERALLY NOTHING FOR EITHER TO GAIN WITHOUT HURTING THE OTHER. WHICH WERE ALL UNACCEPTABLE OPTIONS TO ME. SO I BECAME WILLING TO FORFEIT ALL THE MONEY, IF WE COULD END THIS THE WAY WE BEGAN, BY OURSELVES, USING FREE COURT FORMS, DROPPING THE BLAME AND THE POWER GAMES, TO PEACEFULLY PART WITHOUT MORE DAMAGES.

I LEFT MY "PEACE OFFERING", WHICH THEY TOOK, WITHOUT ACCEPTING THE TERMS OF MY OFFER. WHILE INJURING ME FURTHER BECAUSE THEY COULD, DESPITE EVERY OATH OF OFFICE, LAWS, CIVIL RIGHTS, AND CONSTITUTIONS BY OUR STATE AND OUR COUNTRY!

IT WAS ALL ABOUT POWER AND DOMINANCE! PURELY MASOCHISTIC!

FOR THIS REASON I MUST SPEAK-UP, LEST ANOTHER PERSON EXPERIENCE WHAT I DID, IN WILLIAMSON COUNTY CHANCERY COURT, UNDER THE PERVERTED PRETENSE OF "JUSTICE"!

12-DAYS AFTER DATE IN COURT ORDER - TOO LATE FOR ME TO SELL FOR EXPENSES - WIFE'S FINAL LIST OF PERSONAL PROPERTY!

**IN THE CHANCERY COURT FOR
WILLIAMSON COUNTY, TENNESSEE**

FAWN TIFFANY FENTON,
Plaintiff/Wife,

vs.

JEFFREY RYAN FENTON
Defendant/Husband

Docket No 48419B

NOTICE

Comes now the Defendant, Jeffrey Ryan Fenton, the undersigned, and provides notice to the Court, and all interested parties, that I will be filing certain documents with the Court and defending myself in a pro se capacity for all matters beginning August 29, 2019, or before.

Charles M. Duke, The Law Offices of Charles M. Duke, PLLC, Mitchell Miller and Schaffer Law Firm, PLLC will no longer represent me in this matter, and I agree to their request to withdraw from further representation of me.

Respectfully submitted,


Jeffrey Ryan Fenton

Judge Binkley and Attorney Story treated me like one of two things were TRUE, when NEITHER were. Either BOTH my Sets of Counsel "FIRED ME" (I initiated both terminations for different reasons):

- #1 Attorney Brittany Gates**
- #2 Schaffer Law with Attorneys Duke & Miller**

OR

That I'm an egomaniac, who believed that I would be BETTER SERVED by REPRESENTING MYSELF "Pro Se"! NEITHER ARE TRUE! I knew that I would suffer GREATER LOSSES without Counsel!

Brittany Gates completely failed to perform so I fired her. Schaffer Law wanted my mom to sign as a "GUARANTOR", since I'm "uncollectible". Instead I agreed to terminate them as soon as I could no longer afford to pay, so they wouldn't get "STUCK". After 8/1, I owed them \$6,000 MORE. I couldn't pay!

I THOROUGHLY EXPLAINED TO MS. STORY THE BACKGROUND, OWNERSHIP, AND WHAT BECAME OF THE TV & DEHUMIDIFIER

Jeff Fenton

From: Jeff Fenton <jeff.fenton@live.com>
Sent: Wednesday, August 28, 2019 9:30 PM
To: Virginia Story
Cc: Heidi Macy; Kathryn Yarbrough; Mitchell Miller (mitchell@schafferlawfirmtn.com); Charles M. Duke; elaine.beeler@tncourts.gov
Subject: RE: Fenton vs. Fenton; Williamson County Chancery Court No. 48419B
Importance: High

Hello Ms. Story,

My apologies, but I recently finished writing my response. It is 50 pages long, and I still need to do a final proof read tonight, to make sure that my paragraphs line up with yours, make labels for all my exhibits, and make sure that my paragraph numbers and exhibit lettering matches up between the documents.

I called the Clerk & Master's office a few hours ago, and they said that someone is usually there at 7:30am to time stamp, and accept court filings, and they said that will still give them time for a clerk to deliver them to Chancellor Binkley before his hearings start.

My question is, for hand-delivering your copy tomorrow, would you like for me to bring that over to your office, or just provide it to you in the court room? If you would like me to bring it to your office, I probably can't be there before 8am, because I have a lot for the Clerk & Master to timestamp. I'm not really sure how long it will take them. My question is, what time is someone available in your office for me to provide it to them? And what time is Ms. Fenton meeting at your office, because I don't want to cross paths and violate my Temp OP? If for some reason I can't get there before you have Ms. Fenton scheduled to arrive, please just come up to me in the court room, whenever you peek inside, and I'll hand it all to you. (I've only seen you once, I'm not sure if I will recognize you, but I should be easy to spot, with the donkey I have carrying all my documents.

I apologize for not getting it to you sooner, and I totally understand if we need to postpone or reschedule. It was physically the fastest which I could get it done. Please let me know how you prefer to receive the docs tomorrow morning.

I understand that it is totally up to Chancellor Binkley's discretion whether or not to accept/consider it all. I also understand that it is pretty likely that he may want to delay ruling on your motions until he has had a chance to at least peruse some of my responses, to at least consider my position, experience, and perspective, before making such major rulings in my life.

I understand that the sale of the house is the most time sensitive matter, so I believe that we can probably get that part out of the way tomorrow, as I'm not trying to delay or derail that initiative. (I will need a small extension though in order to vacate in time, for Ms. Fenton to be able to get her stuff after I am gone, and then for Ms. Fenton to facilitate the Auction, which I am fine with, but only providing that I've moved out first.) I'm sure that during your walk-through, Ms. Fenton was pleased and CONVINCED that I am finally MOVING for SURE. I have been working as hard as I can at vacating the property, except that this legal work has hijacked all my time and focus this past week. As Ms. Fenton will attest, with my ADHD and my OCPD, I can honestly only focus on one major project or task at a time. I can do that one task or project well, but I can not multi-task significant or critical projects. My brain isn't wired that way. It is all one project, or another, but never both. So either I can perform a ton of legal research and try to figure out how to "play lawyer", or I can MOVE, but I am absolutely incapable of doing both concurrently. Although my move is really important, there is nothing currently more critical to MY future, than addressing any legal challenges which you initiate, so please just be

I THOROUGHLY EXPLAINED TO MS. STORY THE BACKGROUND, OWNERSHIP, AND WHAT BECAME OF THE TV & DEHUMIDIFIER

aware, that whenever you do, you've just extended the amount of time which I will need to vacate the house by another week or two. I understand that a lawyer can do in a few hours what it takes me a week to do, but at nearly \$20k in legal fees so far (largely of my mother's money), there is no way that I can afford retaining legal counsel any longer, or that I could even justify doing so, simply to wrestle over breadcrumbs. Yet the legal outcome is still critical to me, so I will represent myself to the best of my ability, taking as long or as little time as that requires.

I'm not arguing to keep or remain in the house, at all. I've accepted the move to Michigan, it is only this legal work which is slowing down my move at this point. As Ms. Fenton has probably told you, I'm afraid of heights, and I am absolutely terrified of driving over the Cincinatti bridge. I haven't driven over it myself in over a decade, and the last time that I did, I had a massive anxiety attack and nearly passed out, while driving a U-Haul to bring my grandfather's pool table down to Tennessee (which now I'm going to lose). Ms. Fenton was with me, and surely she can attest that once I cross it (somehow) to move up to Michigan, my legal business here needs to be wrapped-up, so that I won't be required to return. I'll speak with Chancellor Binkley tomorrow to explore my options.

The biggest challenge should this require me to remain here, either because I have not had time to focus on packing and moving, or because of further litigation, is that there is no realistic way for me to vacate the premises for the sale, and it won't be very slightly with boxes stacked everywhere and furniture broke down, to sell while I'm here. Plus I would need additional funds from Ms. Fenton to pay for my utilities and my food (approximately \$1400 per month total), the same as my tenants were paying me, prior to you having them evicted. After transferring the utilities into my name, and since Ms. Fenton is not paying me ANY support currently, I can't survive here for any less than \$1400 per month, unless Ms. Fenton transfers the utilities back into her name, in which case I could make it on a little less. This is just the bare essentials of course.

I checked on Pacer and saw that there has been a lot of activity, with many new documents since the last time that I checked. For the purpose of freeing up my time to finish getting my documents together for court tomorrow, rather than getting sidetracked catching up on reading Ms. Fenton's bankruptcy documents, can you please tell me where matters stand regarding the date which the mortgage companies are requiring the home to be sold by? Last time I read through the documents, her bankruptcy plan had been rejected as of that time, because the banks wanted a hard sell-by date. I know that Ms. Fenton's bankruptcy proposal states six months, which neither of the mortgage companies seem to object to, but they require a hard date to know when that will be by, prior to accepting her plan. If you can let me know how long she has, that will help me prepare for the discussion tomorrow with Chancellor Binkley, as well as know at what point I can trust that the litigation is over, so that I can break down my computer network and focus completely on packing. (I have a complex computer network, all my data is stored on a separate server, once I break-down my network, I won't be able to respond to any litigaton or find any documents, for probably two months, when I have it all set back up in Michigan. Hence, I need to make sure that it is "safe" to break it down, before I begin doing so.) Knowing Ms. Fenton's updated deadline with the mortgage companies, and if you plan on further litigation, would be helpful in determining when I can get serious about packing, which will have a direct impact upon when I can vacate by. I'd like this all to be done as quickly as possible, but I'm not going to get caught "with my pants down". We will need to have some sort of agreement, court order, or understanding, before I can proceed.

Anyhow, I just want you to be aware of the real challenges, despite what litigation is filed. I can only physically move so quickly, and do so many things at once. I want to help you and Ms. Fenton get what you want, I'm not trying to be an obstructionist in any way, but I will need a bit of a cease-fire in order for me to be able to do that, while representing myself, combined with the challenges of my disabilities.

Marty emailed me a couple of questions that you have about a few items of personal property, from your walk-through.

As for the items which Ms. Fenton pointed out inside the home, which she wants, I'm fine with ALL of that.

The Glock 9mm Model-17 pistol, Ms. Fenton took with her when she moved out. If she can't find it, please suggest that she check both of her rifle cases, especially the bottom tier of her newest double rifle case. I know that she filled those spaces up with stuff when moving out, so it could easily be lost in one of those. I specifically remember her taking it

though, and since I've had to clear all the guns out of our home due to the OP, I know that it's not accidentally sitting somewhere in the gun vault or around our home. I also know that my friend who is storing my guns, checked them each in, and there was only one Glock, that being my .40 caliber.

The first time that Marty forwarded a question from you regarding the 9mm Glock, it looked as though Ms. Fenton wants the RECEIPT, not that she is missing the gun itself. So I'm unclear which it is at this point, but I don't have the gun, I specifically remember Ms. Fenton taking it with her, and I searched all over for the receipt, and I can't find that anywhere either. So I'm sorry not to be able to help in either of those regards. I would if I could. Firearms are a part of the legacy of both of our lives, I would never try to cheat her on such a thing.

As for her interest/concerns regarding the TV and the Dehumidifier:

First of all, the TV/Sound Bar was MOSTLY a gift from Ms. Fenton's family (we contributed around \$400 towards them, between a marital property check which Fawn wrote, to help pay for the soundbar, and some cash of mine leftover from my Duplex rents, because I wanted an upgraded model TV from the one which Ms. Fenton's brother Mark was offering to purchase us for Christmas.) **Mark had a hard budget in his mind of paying \$1,000, so I paid Mark the difference to purchase a better TV,** which later on Mark also liked better, so when he returned to LA, he purchased the model which I selected for himself also.

So the "gift" portion of the TV, made it 50/50 marital property, despite whose family provided the gift, as it was given to us both equally, but the non-marital cash which I chipped in for the upgrade, actually made that TV more mine than Ms. Fenton's. (Mark later gave Ms. Fenton a \$2,500 rifle for her Christmas present, independent of me.)

As for the soundbar, that was primarily a gift to ME from Ms. Fenton's mother (Diane). Diane always likes to give extravagant gifts (my family never had the money for that), but Diane usually has no clue what to get me, and I am pretty picky, so honestly I am hard to purchase for. So on a couple of occasions, like when we were talking about a new iPhone that was released and I mentioned me planning to upgrade, Diane jumped on the opportunity to purchase it for me for Christmas, even though Christmas was months away, simply because it was within her price point, and she had the opportunity to know exactly what I wanted. (Instead of sending me cash or buying me something which I didn't want, which we also did a number of times.)

The Soundbar with the TV was the exact same thing. After purchasing the TV at Best Buy, Mark kept looking at the TV A/V equipment they had on sale, and found a TV/Soundbar combo, where you could purchase a decent soundbar also made by Sony, for a couple hundred dollars off, if you purchased it in conjunction with the TV we had purchased the day earlier. **Mark got all excited about this combo, and got me interested in it, then Diane asked if that was what I would like for Christmas, and if so she would chip in a few hundred dollars, if Ms. Fenton and I paid the rest (which I think was about \$225 out of our pocket.)** So Mark, Diane, Ms. Fenton, and I all went back to Best Buy (after dining out together), had them return the TV from the day before, then repurchased the combo with the soundbar, Mark's contribution remained the same, Diane chipped in I think around \$300, and I believe that we contributed around \$225 (of marital funds) to complete the purchase.

So though there was around \$225 of "marital property" money in that purchase, it was primarily purchased as a Christmas present for ME, from Diane. (Ms. Fenton got a load of other stuff from Diane for Christmas, as always.)

Anyway, the bottom line is, regardless of whose family GAVE the gift, it was "marital property", and more-so MINE than Ms. Fenton.

Ms. Fenton and I did discuss her potentially getting the TV, in different discussions we had about settlement offers and property divisions, but as we all know, none of those agreements were fully executed (which my \$20k in legal fees currently attests to).

Ms. Fenton knew that we reduced her temporary support from for my consumables from \$1000 per month to \$500 per month, before the end of last year, thinking that I was moving to Michigan to live with my mother. However after Ms. Fenton refused to put our verbal settlement agreement into writing, halting my move to Michigan, she never increased my temporary support back up to the \$1,000 per month which I truly need (at a minimum) to meet my basic needs here. Consequentially, Ms. Fenton knew that I had a negative cash-flow of about \$500 per month, for around six months, before I finally got roommates to cure both my negative cash flow, as well as Ms. Fenton's. (Ms. Fenton told me that she had a negative cash-flow at that time, of between \$400 - \$500 per month.) Of the \$1,400 per month of rents which I received, I told Ms. Fenton that she could discontinue paying me \$500 per month for my consumables (which should have made her cash-flow right there.), plus I also transferred all the utilities for our home into my name, even though Ms. Fenton had agreed via email, that I didn't need to, since saving the \$500 per month was plenty acceptable for her, for the time-being. Yet I felt bad, having a TINY bit of cash in my pocket for once, and I transferred all the utilities into my name(which is approximately \$400 per month during the summer), even not needing to do so per Ms. Fenton.

At that point, of my \$1,400 per month in rents, Ms. Fenton was receiving \$900 per month in financial relief, and should have been financially in the black by \$400 - \$500 per month. (Which is why I'm pretty darn sure that her bankruptcy is a scam, as her father also tried to get us to do that, leaving \$100k of debt in MY name.)

Anyhow, I sold the TV for \$1k cash, before I got roommates, just to meet my basic needs, due to my monthly shortfall. Marty mentioned you wanting to see a receipt for that, but I don't have one. I've never kept receipts for personal property which I've SOLD, only for that which I've PURCHASED. The only exception is firearms, which I always keep a paper record of, just in case the firearm is used in a crime later on, so that "the paper trail doesn't stop at ME", which I read about somewhere.

When I sold the TV, we didn't have any pending litigation, we weren't under any restraining orders, so it was all perfectly legal. It was just a quick cash item to sell, to help me buy food, meds, and gas. The idea being to simply exchange what I have for what I needed to survive. Which was the same idea later with getting roommates. I exchanged bedrooms and space which I had, for the money which both Ms. Fenton and I needed, to cash-flow ever month. Unlike Ms. Fenton, I do not possess credit lines with thousands of dollars of credit, to take up the slack when I don't cash-flow. I've borrowed way more money from my mother than I'll ever be comfortable with, but there were seasons when I absolutely refused to borrow any more from her, and I told Ms. Fenton that was one of those seasons, when I would instead sell whatever I needed to survive.

As for the dehumidifier, it is a commercial unit, which I love, but it didn't cost nearly as much as Ms. Fenton told you. I saw the receipt for it the other day, as I was sifting through my scanned receipts, and the dehumidifier itself was \$2,100, when it was new, about 5 years ago. Ms. Fenton had already told me when I was moving to Michigan previously, that I could take it with me to use in my mother's small damp basement, since that was now going to be MY BEDROOM! Furthermore, the dehumidifier was completely purchased on MY CREDIT card, so if Ms. Fenton would like to split the approximately \$100k of MARITAL DEBT, which WE abandoned in my name (thanks father-in-law), though creditors and judgments are still chasing me, then I will be happy to call it "marital property". Otherwise, that dehumidifier was MINE.

Additionally, the dehumidifier was a free-standing unit. It was never plumbed-in, nor was it ever directly wired-in, nor attached to any duct work. Hence it never became an "appurtenance", converted from "personal property" into part of the "real property". So I was free to do with it, whatever I wanted.

Either way, I sold it to my mom for \$1,000. I don't believe that any of our personal property (except firearms) will retain more value than 50% of it's initial cost, when reselling it. (Especially at an auction!)

By the way, did the auctioneer provide you with an estimate, of what he believes our home might auction for? I have a lot of experience in real estate, but none in regards to auctions, except for one foreclosure auction, where I lost \$90k in

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equity, when my duplex foreclosed, was purchased, and resold just three months later (investing less than \$5k in improvements) for a \$90k profit! That hurt us both!

Thank you . I'll see you tomorrow in court. Have a great night!

Jeffrey R. Fenton (Pro Se)
1986 Sunnyside Drive
Brentwood, TN 37027
(615) 837-1300

Docket No: 48419B
Fenton v. Fenton

FAWN TIFFANY FENTON vs JEFFREY RYAN FENTON
08/29/2019

MS. STORY LIED ABOUT EVERYTHING I EXPLAINED IN MY EMAIL THE NIGHT BEFORE, CLAIMING IT WAS IN MY PRO-SE FILING, FOR NO REASON OTHER THAN TO HARM ME! SHE LATER OBTAINED A FEDERAL BANKRUPTCY COURT ORDER TO SUPERSCEDE MY "PROTECTED INCOME AND ASSETS" PER TENNESSEE LAW, TO SELL OR DISCARD WHAT SHE FORCED ME TO LEAVE BEHIND!

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MS. STORY: So he's got to be out for them to get this place ready to go.

THE COURT: All right. What date do you suggest?

MS. STORY: I have seen correspondence where he said September 1st. Now he's saying he can't. So I would suggest September 3rd, which is next Tuesday. And I would like the Order to reflect that the Williamson County sheriff's department will accompany him. And at this point --

THE COURT: You mean off the property?

MS. STORY: Off the property. And I don't think he needs to take any property.

What he did, Your Honor, in this response he filed, they had a TV that -- a Sony TV, a big screen, that my client's brother had given her. He now tells me in this response that he sold it for \$1,000. And then the other thing, there was a dehumidifier in the basement that was like a \$2,500 to 3,500 dehumidifier for moisture. He sold that. So if you let him take anything out at this point it's going to be sold and he's dissipating marital assets, which would be in violation of the restraining order.

And at this point Mr. Anderson, he can tag everything, they can video everything. We will

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FAWN TIFFANY FENTON vs JEFFREY RYAN FENTON
08/29/2019

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1 you how it, works. Once I put a Court order down, I
2 really expect people to obey it.
3 MR. FENTON: Yes.
4 THE COURT: And so the only way a judge
5 can enforce a Court order if someone refuses to do it,
6 and we're seeing it more and more, people are doing
7 what they want to do and not really paying attention
8 to a Court order. And I'm taking the time to tell you
9 this because I don't want you and me to have problems
10 with this.
11 MR. FENTON: No.
12 THE COURT: And let me tell you, my
13 personal feeling is, as a judge, a judge who does not
14 back up his or her Court order is worthless.
15 Now, if you have a reasonable excuse for
16 disobeying an order, I will certainly hear it. And
17 the last thing I want to do is put someone in jail for
18 violating an order.
19 MR. FENTON: Yes. And that's the last
20 thing I want, too.
21 THE COURT: Sure. Right. And so you and
22 I have an understanding. And so you don't know me but
23 I do mean what I say.
24 MR. FENTON: I believe that.
25 THE COURT: Okay. Good. And so we can

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1 dispense with the rest of that.
2 MR. FENTON: And just as a question, were
3 we saying that I disobeyed the Court order? Because I
4 had --
5 THE COURT: No, no, we don't have
6 anything like that really in front of us but --
7 MR. FENTON: Okay.
8 THE COURT: But let me tell you what I'm
9 going to do here because we have to get moving.
10 MR. FENTON: Right. Can I still tell a
11 little bit of my side before you rule on all of that?
12 THE COURT: Briefly.
13 MR. FENTON: Okay. So basically on my
14 side, the narrative that has been brought to the Court
15 so far is completely fraudulent about my person, about
16 who I am, about me being violent. All of this stuff.
17 The documentation that I provided you with shows that
18 my wife is a highly skilled handgun instructor who
19 owns assault weapons, has 5,000 rounds of ammunition
20 under her bed. I mean, she is trained by the NRA,
21 certified by the State of Tennessee to do rape
22 prevention, pepper spray, everything. So the whole
23 guise of feeling physically endangered was not -- she
24 tried to do that with her first attorney --
25 THE COURT: We're not dealing with that

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1 today.
2 MR. FENTON: I know. But that's
3 basically the tone under which everything else is laid
4 and that's --
5 THE COURT: I practiced law for 35 years.
6 Long, hard years in the trenches.
7 MR. FENTON: Right.
8 THE COURT: I am trained to separate
9 things in my mind that are important --
10 MR. FENTON: Okay.
11 THE COURT: -- and things that are
12 unimportant. And I'm not trying to be rude to you,
13 but you've got to trust me here. If you were a
14 lawyer, I would be telling you the same thing. I
15 would be saying, "Lawyer, that's not relevant to me
16 right now."
17 MR. FENTON: Right.
18 THE COURT: I don't really care about all
19 that. That's for another day. But let me just tell
20 you this.
21 MR. FENTON: Okay.
22 THE COURT: These are real easy issues.
23 I have got to put an order down for you to be out of
24 that house.
25 MR. FENTON: I understand that.

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1 THE COURT: On September 3rd.
2 MR. FENTON: Can I speak a little more
3 first?
4 THE COURT: No.
5 MR. FENTON: I can't be out that quick,
6 Your Honor. Everything that I own is left in personal
7 property. To say that I just take my clothes and lose
8 everything I've owned all my life is not fair. That
9 is not at all fair. And I don't mean to be hard. I'm
10 willing to do things as quick as possible, but I
11 cannot possibly move out without a two-week's time to
12 do it. And I need to have some time where I know that
13 there is not going to be anymore litigation for a
14 while because I can't -- with the ADHD -- and one of
15 the things I provided you is something from my
16 psychiatrist on the different disorders I have, but I
17 cannot physically do -- be a lawyer, play a lawyer,
18 and packing at the same time. For example, that's --
19 THE COURT: Sir, I respect that. But we
20 all have burdens.
21 MR. FENTON: Well --
22 THE COURT: Let me talk. We all have
23 burdens. Everybody in this room has things going on
24 in their lives to one extent or another, just like you
25 do.

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1 MR. FENTON: Right.

2 THE COURT: I can't make excuses for

3 that. Listen to what I'm saying. I don't want you

4 and I to get crossways with each other. We have to

5 get a date set. I'm not going to make it two weeks.

6 MR. FENTON: Well, originally we had said

7 the 45th, and that's when I understood that date that

8 I had to be out. And I never communicated with her

9 anything other than that. You had said 30 days for my

10 roommates and that's what I always thought it was.

11 And originally my understanding was I was staying

12 there while I was selling the property so I could stay

13 there till closing. Now, I understand that's not my

14 preference and I understand it's not their preference.

15 I'm willing to do that different, but I need to

16 have -- I have 3,000 square feet of stuff.

17 THE COURT: What about another day in

18 September? The first week in September?

19 MS. STORY: And, again, we're not going

20 to dispose of any of his personal items.

21 THE COURT: They're not taking anything

22 out of there. Do you understand that, sir?

23 MR. FENTON: My understanding is --

24 THE COURT: Whoa, whoa.

25 MR. FENTON: No, I don't understand.

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1 THE COURT: Your personal property. Your

2 clothes. Personal property being like your watch.

3 MR. FENTON: Furniture. That's all.

4 THE COURT: No.

5 MR. FENTON: We already agreed when me

6 and my wife split it up that the house was mine. What

7 she came and tagged is hers.

8 THE COURT: This isn't working. What you

9 want to do is be a lawyer.

10 MR. FENTON: No, I don't. I can't afford

11 a lawyer.

12 THE COURT: I'm talking right now. This

13 is not a barroom. I have to maintain order.

14 MR. FENTON: Uh-huh.

15 THE COURT: I don't want you to get your

16 feelings hurt, but if you get your feelings hurt,

17 that's your business. I have got to maintain the

18 integrity of this hearing. You need to quit

19 interrupting me. And I'm going to make a ruling and

20 you're going to have to stick with it.

21 MR. FENTON: Yeah.

22 THE COURT: All right? You are going to

23 have to.

24 We are not touching any of the furniture

25 and furnishings. You are to tag the items that you

Page 16

1 would like to have. Go buy some little tags, you

2 know.

3 MR. FENTON: But I wanted to take them

4 with me so I'm only going over the bridge one time.

5 That's what I was saying.

6 THE COURT: Well, I know that you would

7 like to do that but we're not doing that. Okay?

8 That's not the fair way to do it. And I'm not going

9 to sit here and explain to you why it's not because

10 it's part of the law that you assume when you stand up

11 and start representing yourself. Assume that you

12 know.

13 MR. FENTON: Okay. Then I would

14 rather --

15 THE COURT: I can't talk while you're

16 talking.

17 MR. FENTON: Okay. I'm sorry. I would

18 rather stay in the house during the auction with that

19 being the case. But the only reason I was going to

20 leave ahead of time --

21 THE COURT: You're not going to stay in

22 the house.

23 MR. FENTON: I'm not going to stay in the

24 house?

25 THE COURT: No, sir. You're going to

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1 leave by September 3rd noon, and you've got to be out

2 of there or the sheriff will escort you off the

3 property.

4 MR. FENTON: So have I done wrong to

5 receive that kind of treatment. Your Honor? I mean,

6 my wife had two months to move out.

7 THE COURT: Sir, we have already talked

8 about all that. We had a previous hearing. We have a

9 previous Court Order. You're representing yourself.

10 You're assuming to know everything we've already

11 talked about. I'm not going to go over it with you

12 and spend four hours --

13 MR. FENTON: I understand.

14 THE COURT: Excuse me. Trying to be nice

15 to you when you are presumed to know and understand

16 what we have already done. I'm trying my best to be

17 patient with you and you're trying my patience. I'm

18 just letting you know.

19 MR. FENTON: I'm not trying to -- my last

20 counsel had told me --

21 THE COURT: Sir, I'm not interested in

22 what your counsel told you. I'm sorry. It's not

23 important to me at this point.

24 Now, let's go back to what I was saying.

25 I want you out of the house by 12 noon September 3rd.

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1 If you're not out, the sheriff will escort you off the
2 property. Do you understand that?
3 MR. FENTON: Yeah.
4 THE COURT: Number two, you are not to
5 take with you any furniture, any furnishings, anything
6 like that. All of that is going to remain in the home
7 for now. You are to tag the items that you would like
8 to have. That doesn't mean you're going to get them,
9 but that you -- may I finish, please?
10 MR. FENTON: Uh-huh.
11 THE COURT: Is that a yes?
12 MR. FENTON: Yes, sir.
13 THE COURT: You are to tag the items that
14 you would like to have.
15 MR. FENTON: Uh-huh.
16 THE COURT: In addition, you're to sign
17 this contract today.
18 MR. FENTON: On the last Court Order you
19 said that I could take my stuff with me after the
20 ten-day walkthrough. That's what your last Court
21 Order said, and I would like to be able to do that.
22 THE COURT: The day that you leave or
23 that you have -- you have between now and
24 September 3rd to get your personal items and you out
25 of there.

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1 MR. FENTON: Yeah.
2 THE COURT: Do you understand that? Your
3 personal items, sir. You're not stupid. Listen,
4 please. Your personal items are your clothes, your
5 personal jewelry, and that's it.
6 MR. FENTON: My bed or my furniture?
7 THE COURT: No, sir. I'm going to say it
8 for the third time. No furniture, no furnishings, no
9 nothing.
10 MR. FENTON: That's not what you said in
11 the last order.
12 THE COURT: Sir, you're not paying
13 attention. You're not listening to what has happened.
14 You're not paying attention to anything. And I'm not
15 going to spend three or four hours here at the -- just
16 trying to be nice to you and go through everything
17 again. I'm just not going to do that. You're
18 expected to know all of this.
19 Now, you're choosing to represent
20 yourself. There's not a thing that I can do about
21 that.
22 MR. FENTON: I --
23 THE COURT: Excuse me. I'm talking.
24 When you choose to represent yourself,
25 you take it upon yourself to know all of the rules,

Page 20

1 the law, everything.
2 Now, that doesn't sound fair but that's
3 part of why we have to do it. We can't sit here and
4 be your lawyer for you and start explaining things to
5 you.
6 MR. FENTON: Okay.
7 THE COURT: I will try to be as
8 accommodating and as nice to you as I possibly can. I
9 don't think you're accepting that very well.
10 MR. FENTON: I'm not trying to be
11 stubborn.
12 THE COURT: You're trying to fuss with me
13 and argue with me and that's not what we're going to
14 do today.
15 MR. FENTON: I'm not trying to fuss and
16 argue with you. It's not what I understood your last
17 order to be.
18 THE COURT: I'm going to go over it one
19 more time.
20 MR. FENTON: I heard you.
21 THE COURT: No. I don't want there to be
22 any misunderstanding because you have interrupted me
23 several times.
24 MR. FENTON: Can I say one thing?
25 THE COURT: No. Listen. Don't try my

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1 patience.
2 MR. FENTON: I'm not trying to.
3 THE COURT: Yeah, you are.
4 MR. FENTON: No, I'm not.
5 THE COURT: Well, quit being rude. This
6 is what we're doing. You're going to sign this
7 contract now. Give it to him, Ms. Story.
8 You are to be out of the house. Do not
9 take any furniture, furnishings, or anything. But
10 you're to be out September 3rd at noon. The only
11 thing you can take with you -- I'm saying this for the
12 fourth time because I don't want there to be a
13 misunderstanding. This is going to be a court order.
14 Now, items that you would like to have, that doesn't
15 mean you're going to get them, tag them. Put a tag on
16 them. Go to the 5 and 10 store, get some red tags,
17 whatever, and say I want this. Post it. Or just put
18 "H" on it, or something like that. Just commonsense.
19 Wait a minute. I'm not through.
20 There will be a deputy there to make sure
21 that you followed the Court Order and do what you're
22 supposed to do. That means -- let me finish. You
23 keep wanting to interrupt. You're not listening to
24 what I'm saying. You're thinking about what you're
25 going to tell me. And then I don't want you coming in

MS. STORY LIED ABOUT EVERYTHING I EXPLAINED IN MY EMAIL THE NIGHT BEFORE, CLAIMING IT WAS IN MY PRO-SE FILING, FOR NO REASON OTHER THAN TO HARM ME! SHE LATER OBTAINED A FEDERAL BANKRUPTCY COURT ORDER TO SUPERSCEDE MY "PROTECTED INCOME AND ASSETS" PER TENNESSEE LAW, TO SELL OR DISCARD WHAT SHE FORCED ME TO LEAVE BEHIND!

FAWN TIFFANY FENTON vs JEFFREY RYAN FENTON
08/29/2019

Page 22

1 and say, Judge, I didn't really understand that.
 2 Because I've been down this road with
 3 folks who represent themselves. They don't get it.
 4 They don't understand, and then they whine and
 5 bellyache and come back and say that just wasn't fair.
 6 Fair is something you do in the fall. This is a
 7 courtroom. You are expected to know the rules. I am
 8 trying to be as cordial and as nice to you as I can
 9 but you're not letting me. All right.
 10 You signed the agreement, you understand
 11 that you're to be out September 3rd at 12 noon, no
 12 later. Not one minute later. You're to tag the items
 13 that you would like to have before you leave. Do you
 14 understand that?
 15 MR. FENTON: Yes, sir.
 16 THE COURT: Do not, in the meantime, move
 17 anything else out of that house. Do not sell
 18 anything. Do you understand me?
 19 MR. FENTON: Uh-huh.
 20 THE COURT: Is that a yes?
 21 MR. FENTON: Yes. Yes, Your Honor.
 22 THE COURT: Well, "uh-huh" doesn't --
 23 MR. FENTON: I'm sorry. Yes, Your Honor.
 24 THE COURT: We're not in the bar. We're
 25 in the courtroom.

Page 23

1 MR. FENTON: Okay.
 2 THE COURT: All right. What else,
 3 Ms. Story?
 4 MS. STORY: That'll do it. We can
 5 account for the items he sold at a later time and
 6 address that.
 7 MR. FENTON: Can I make a comment about
 8 those, Your Honor?
 9 THE COURT: No.
 10 MR. FENTON: That is before this was in
 11 Court.
 12 THE COURT: No, sir. I'm sorry. I've
 13 got to have a tight rein on this case. I knew that
 14 there were going to be problems at the beginning and
 15 I'm going to keep a tight rein and whatever I need to
 16 do to maintain the integrity of these Orders to
 17 maintain the integrity of this lawsuit, and for you to
 18 understand what your role is as a litigant
 19 representing yourselves. I'm going to have to keep a
 20 tight rein on you. I would love to be nice --
 21 MR. FENTON: I'm not --
 22 THE COURT: Let me finish. Let me
 23 finish.
 24 That would be much easier but you won't
 25 let me do it. So anything else, Ms. Story?

Page 24

1 MS. STORY: Since he probably will be
 2 moving to Michigan, I would be amenable to him
 3 attending the final hearing by telephone if he doesn't
 4 want to drive back. And I can tell you, I will try to
 5 accommodate him in any way I can.
 6 THE COURT: I know you will. You already
 7 have.
 8 MS. STORY: And, also, the order probably
 9 needs to say that Ms. Fenton can execute any other
 10 documents that need to be executed because he might
 11 not be here to sign anything, that Mr. Anderson might
 12 need signed. So I would like to be able to put that
 13 in the Order.
 14 THE COURT: All right. Then if you'll
 15 prepare the Order, that'll take care of us. That's
 16 what we're doing. That's the Order of the Court.
 17 Thank you very much.
 18 (Proceedings were adjourned at 11:44 a.m.)
 19
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 21
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 25

Page 25

1 REPORTER'S CERTIFICATE
 2 I, Emily L. Sipe, Court Reporter and Notary
 3 Public, do hereby certify that I recorded to the best
 4 of my skill and ability by machine shorthand all the
 5 proceedings in the foregoing transcript, and that said
 6 transcript is a true, accurate, and complete
 7 transcript to the best of my ability.
 8 I further certify that I am not an attorney
 9 or counsel of any of the parties, nor a relative or
 10 employee of any attorney or counsel connected with the
 11 action, nor financially interested in the action.
 12 SIGNED this 18th day of September 2019.
 13
 14 *Emily L. Sipe*
 15 -----
 16 Emily L. Sipe, RPR, LCR
 17 Tennessee LCR No. 608
 18 Expires: 6/30/2020
 19
 20
 21
 22
 23
 24
 25

RECEIVED BY
Judge Chambers
Date 8-29-19

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

FAWN TIFFANY FENTON,)
Plaintiff/Wife,)
vs.)
JEFFREY RYAN FENTON,)
Defendant/Husband.)

No. 48419B

2019 AUG 29 PM 2:34
FILED FOR ENTRY 8-29-19

ORDER FROM AUGUST 29, 2019 HEARING

EX PARTE ORDER OF PROTECTION EXTENDED PENDING FINAL HEARING, RESETTING MOTION FOR VIOLATION OF ORDER OF PROTECTION, WAIVING MEDIATION AND SETTING FINAL HEARING, ORDER TO VACATE AND ORDER ALLOWING WIFE TO SIGN ALL NECESSARY CONTRACTS TO COMPLETE THE SALE OF THE MARITAL HOME AND CLOSING

This matter came on to be heard on the 29th day of August, 2019 before the Honorable Michael W. Binkley, Judge holding Court for the Chancery Court of Williamson County, Tennessee, upon Wife's Motion for Violation of Ex Parte Order of Protection and for Date Certain for Walk Through of House and Motion for Scheduling Order. It appearing to the Court based upon arguments of counsel, statements of Husband representing himself Pro Se, and the record as a whole that the following shall be the Order of this Court.

It is therefore ORDERED, ADJUDGED and DECREED that the Husband was again advised of the risks of proceeding Pro Se and that he is required to comply with the rules just as an attorney is required. Husband acknowledged that he understood and wishes to proceed Pro Se. The Motion for Violation of the Order of Protection will be continued pending further Orders of the Court as Husband had filed a very lengthy response on the morning of the hearing being August 29, 2019. The Motion for Violation of the Order of Protection will be reset with the Final Hearing in this cause set for October 21, 2019 at 9:00 a.m. The Motion for Scheduling Order and to Waive Mediation in this cause is appropriate and the same is granted.

MS. STORY LIED ABOUT EVERYTHING I EXPLAINED IN MY EMAIL THE NIGHT BEFORE, CLAIMING IT WAS IN MY PRO-SE FILING, FOR NO REASON OTHER THAN TO HARM ME! SHE LATER OBTAINED A FEDERAL BANKRUPTCY COURT ORDER TO SUPERSCEDE MY "PROTECTED INCOME AND ASSETS" PER TENNESSEE LAW, TO SELL OR DISCARD WHAT SHE FORCED ME TO LEAVE BEHIND!

9

MS. STORY LIED ABOUT EVERYTHING I EXPLAINED IN MY EMAIL THE NIGHT BEFORE, CLAIMING IT WAS IN MY PRO-SE FILING, FOR NO REASON OTHER THAN TO HARM ME! SHE LATER OBTAINED A FEDERAL BANKRUPTCY COURT ORDER TO SUPERSEDE MY "PROTECTED INCOME AND ASSETS" PER TENNESSEE LAW, TO SELL OR DISCARD WHAT SHE FORCED ME TO LEAVE BEHIND!

The Ex Parte Order of Protection shall remain in full force pending further hearing in this cause set for October 21, 2019 at 9:00 a.m. The form "Order Extending Ex Parte/Temporary Order of Protection" shall be executed and forwarded to the appropriate authorities.

Husband signed the listing agreement for the martial home with the Auctioneer, Mr. Tommy Anderson, on August 29, 2019. Wife shall be allowed to sign any further contracts to effectuate the sale and closings of the property located at 1986 Sunnyside Drive, Franklin, TN 37069. Husband shall vacate the martial home on or before September 3, 2019 at 12:00 noon. The Williamson County Sheriff's Office shall have a deputy on standby to ensure that Mr. Fenton is vacated and that he only takes with him his personal clothing, his jewelry and effects such as his toiletries and medication. Mr. Fenton shall not remove any further furnishings or personal property. Husband is admonished that he is under a Restraining Order pursuant to the Statutory Injunction entered upon the filing of the Complaint for Divorce as of June 4, 2019. Mr. Fenton filed a Notice with the Court to allow him to file pleadings Pro Se and in the pleadings filed with the Court he acknowledged that he had sold a TV gifted to his Wife from her brother for \$1,000 and that he had sold a commercial dehumidifier which was at the marital residence for \$2,500. These amounts will be accounted for at the Final Hearing and any other property sold will also be addressed at the Final Hearing. No further property will be removed by Mr. Fenton and he shall tag all items that he would like the Court to consider to be awarded to him. Any items that he does not wish to retain shall be sold at auction or Wife may retain. Pursuant to the Court Order, Wife has tagged the items that she would request to be awarded when she conducted the walk through pursuant to the Court Order from the August 1, 2019. (Order entered by Court on August 14, 2019.) The auction will take place pursuant to said Order of August 14, 2019 which is to be 45 days from August 1, 2019 with all proceeds to be deposited into the Clerk's office.

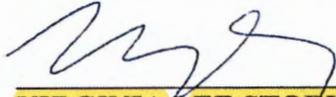
BACK BEFORE I UNDERSTOOD THE "APPROVED FOR ENTRY" PROCESS OF "PROPOSED" ORDERS VS. "AGREED ORDERS"

All other matters are reserved pending further Orders of this Court.

ENTERED on this 29th day of August 2019.


MICHAEL W. BINKLEY, JUDGE

APPROVED FOR ENTRY:



VIRGINIA LEE STORY; BPR #11700

Attorney for Plaintiff/Wife
136 Fourth Avenue South
Franklin, TN 37064
(615) 790-1778
virginia@tnlaw.org

Michael W. Binkley
Circuit Court Judge/Chancellor
21st Judicial District, Division III

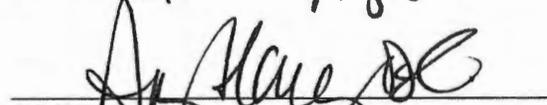
CERTIFICATE OF SERVICE

I certify that a true and exact copy of the foregoing was sent courtesy copy to Mr. Jeffrey Fenton, Defendant Pro Se, at 1986 Sunnyside Drive, Brentwood, TN 37027 on this 29th day of August, 2019.


VIRGINIA LEE STORY

CLERK'S CERTIFICATE OF SERVICE

I certify that a true and exact copy of the foregoing was sent courtesy copy to Mr. Jeffrey Fenton, Defendant Pro Se, at 1986 Sunnyside Drive, Brentwood, TN 37027, and to Virginia Lee Story, Attorney for Wife, at their respective addresses, on this 29 day of August, 2019.


CLERK

Jeff Fenton

From: Jeff Fenton
Sent: Friday, August 30, 2019 2:48 PM
To: Virginia Story; Heidi Macy; Kathryn Yarbrough
Cc: elaine.beeler@tncourts.gov
Subject: Miscommunication Yesterday
Attachments: 2019-08-29 COURT ORDER.pdf

Hello Ms. Story,

I just had the Clerk's and Master's Office send me a copy of the court order from yesterday.

Apparently there was a miscommunication somehow, between when you spoke about the TV and the Dehumidifier, where Chancellor Binkley understood your comments about me selling the them, to have occurred during the Restraining Order Statutory Injunction, which is not at all correct. This was months before.

It looks like that is what upset the Chancellor, and caused him to change his ruling to forbid me from taking any of my personal property with me when I move.

As I don't believe that was what you were alleging, and I know that isn't what happened, how do we get this cleared up, so that I can take my personal property with me, so that I can move to Michigan, as planned?

This seems to all be about a simple misunderstanding, more so that favoritism, as I thought. I just couldn't rationalize any other reason for such drastic changes in the order.

How do we fix this quickly so I can leave?

I've done nothing against the Statutory Injunction at all. If anything, a little bit of money could arguably be kept from my final proceeds.

Please advise, I want to get packing, but I legally can't.

Thanks.

JEFF FENTON
METICULOUS.TECH

(615) 837-1300 OFFICE
(615) 837-1301 MOBILE
(615) 837-1302 FAX

TECHNICAL CONSULTING, SERVICES, AND SUPPORT
WHEN IT'S WORTH DOING RIGHT™
SUBMIT OR RESPOND TO A SUPPORT TICKET HERE
A DIVISION OF METICULOUS MARKETING LLC

This was BEFORE I understood about PROPOSED ORDERS and AGREED ORDERS, or had any idea that the "PREVAILING" Counsel WROTE THE COURT ORDER. Or understood that in Williamson County "PRO SE" Litigants aren't allowed to PARTICIPATE in the PROPOSED/AGREED ORDER PROCESS (as they are in some other Tennessee Judicial Districts), to submit corrections, or draft an alternative PROPOSED ORDER for the Judge to consider before ENDORSING and EXECUTING EITHER, thereby making it essentially LAW!

Ms. Story INTENTIONALLY TOLD the OPPOSITE OF THE TRUTH in COURT (which I believe is PERJURY), while after Court she WROTE THE COURT ORDER (unbeknownst to me then), slamming me for the very fault SHE PURPOSEFULLY MISLEAD the Court about, while (at the same time) she INSISTED in emails with me, that the SAME FAULT mentioned in the Court Order (WHICH SHE WROTE), wasn't really the CAUSE of the UNREASONABLY HARSH JUDGMENT. Claiming it caused me NO PREJUDICE whatsoever!

That's NOT just PERJURY and a violation of EVERY OATH OF OFFICE, it is also FRAUDULENT CONCEALMENT, HORRIBLY MALICIOUS LITIGATION, DEPRIVATION OF RIGHTS UNDER COLOR OF LAW, and I believe JUDICIAL COLLUSION & CORRUPTION!

THERE IS NO WAY, I CAN UNDERSTAND THIS, EXCEPT TO CONCLUDE THAT MS. STORY IS ABUSING ME, TO DOMINATE ME, FOR FUN!

Jeff Fenton

From: Virginia Story <virginia@tnlaw.org>
Sent: Friday, August 30, 2019 3:36 PM
To: Jeff Fenton; Heidi Macy; Kathryn Yarbrough
Cc: elaine.beeler@tncourts.gov
Subject: RE: Miscommunication Yesterday

Mr. Fenton,

The transcript will reflect that we had no verification of a date that you sold the property and there was no prejudice to you whatsoever as you had just mentioned this in your multiple page pleadings that you filed on the morning of the hearing 8/29/19.

You are welcome and should provide proof of when you sold the TV and dehumidifier as this will be addressed at the final hearing.

The Judge made the decision that you will take personal clothing, your jewelry and toiletries/medication only. He went over that several times with you.

You were not able to complete certain tasks in order to have the house ready for the auctioneers and at this point we will just have to store the items that you tag that you would like.

Remember whatever the storage fee is you will most likely have to pay out of your share of the proceeds so do not tag anything that you want the auctioneer to sale please. The more you sale the less you have to haul to Michigan. The proceeds from the sale of the real property and the proceeds from the sale of the furniture will be deposited into the clerk's office for save keeping.

Please note that our office is closed Monday for a holiday so we appreciate your not emailing after office hours which are 8 to 5 pm.

Thanks,
Virginia



Virginia Lee Story
Attorney at Law
136 Fourth Avenue South
Franklin, TN 37064
(615) 790-1778
(615) 790-7468 fax
Virginia@tnlaw.org

***Note** This e-mail contains PRIVILEGED and CONFIDENTIAL information intended only for the use of the specific individual or entity named above. If you or your employer is not the intended recipient of this e-mail, or an employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any unauthorized dissemination or copying of*

CAR COVER	TAN COVER MADE FOR LESABRE	\$ 50.00
2. Furniture/Electronics		\$ 3,535
QUEEN BED & FRAME	LYLA FOAM MATTRESS WITH DARK WOOD FRAME	\$ 300
SCREEN ROOM DIVIDE	BROWN WOOD 4-PANEL	\$ 100
MASTER CHAIR	BLUE/GRAY PLUS MICROFIBER	\$ 50
LINEN HAMPERS	BROWN WICKER (2)	\$ 40
FLOOR LAMP	BRASS (BEDROOM)	\$ 25
OFFICE DESK SET	2 L-SHAPED GLASS TOP DESKS	\$ 200
OFFICE DESK CHAIRS	CLOTH & VINYL SWIVEL CHAIRS	\$ 50
FLOOR LAMPS	(2) SATIN NICKEL (OFFICE)	\$ 30
GRAY FILING CABINET	SHORT-MATCHES DESK (OFFICE)	\$ 30
FILING CABINETS	(2) HON BLACK METAL FULL-SIZE	\$ 40
RED SECTIONAL	3-PIECE WITH 3-MATC PILLOWS	\$ 350
LARGE RUN & PADDING	BENEATH SECTIONAL IN FAM/RM	\$ 100
ENTERTAINMT CENTER	ESPRESSO WOOD	\$ 300
END TABLE	ESPRESSO WOOD w/ DRAWERS	\$ 100
COFFEE TABLE	ESPRESSO TRIANGULAR GLASS	\$ 100
FLOOR LAMP	SATIN NICKEL (FR)	\$ 30
LR COUCH & CHAIR	TAN PLUSH w/ TILE END TABLE & 2-TABLE TOP LAMPS	\$ 200
LAMP STAND	IVORY BROKEN-SLAB	\$ 50
BOOKSHELVES	BLACK COMPOSITE	\$ 25
TV-TRAY SET	(4) NATURAL WOOD COLOR	\$ 25
DINING ROOM SET	WOOD TABLE & 6-CHAIRS	\$ 200
FRAMED ARTWORK	SOAR LIKE EAGLES	\$ 50
FRAMED ARTWORK	BOBCAT & BIRD UP TREE (DAD)	\$ 25
SAMSUNG 40" TV	ON ENTERTAINMENT CENTER	\$ 150
MISC INPUT DEVICES	REMOTES, KEYBOARDS, MICE...	\$ 65
CANON CAMERA	80D, 2 LENSES, CASE, ACCESS	\$ 400
MANFROTO TRIPOD	055 XPROB TRIPOD w/ 229 HEAD	\$ 150
MANFROTO TRIPOD	FREE FLOATING FOR VIDEO	\$ 100
MOULTRIE 180I	GAME CAMERA w/ EXT BATTERY	\$ 100
CYBERPOWER UPS(S)	MISC UNINTERRUPTIBLE POWER SUPPLIES & SURGE PROTECTORS	\$ 150

3. Household goods		\$ 3,320
DISHES, GLASSES, CROK, PANS, UTINCILS, CULTERY, FLATWARE	ASSORTED KITCHEN EQUIP FOR PREPARING, SERVING, STORING, EATING FOOD	\$ 200
MICROWAVE	GE (WHITE)	\$ 25
SERINITY PRAYER	PLAQUE OVER STOVE	\$ 20
SHARK VACCUUM	ROCKET DUO w/ ATTACHMENTS	\$ 75
CLEANING SUPPLIES	MISC BROOMS, MOPS, BUCKETS, SCRUB BRUSHES, SOAPS, DETERGENTS, CHEMICALS	\$ 50
TOILETRIES	PAPERS, PERSONAL HYGIENE	\$ 50
TOILETRIES (SURPLUS)	TOILET PAP, PAP TOWELS, KLEENEX	\$ 75
DEHUMIDIFIER	SANTA FE "MAX DRY" 155	\$ 1,000
LAWN MOWER	HONDA HRX217HYA	\$ 150
GAS TRIMMER	STIHL FS250R	\$ 100
CHAIN SAW	STIHL MS391	\$ 200
DEWALT CHOP SAW	DEWALT DW705	\$ 100
DEWALT 18V KIT	KIT: DW4CPK2 WITH CORDLESS DRILL DW959, RECIP SAW DW938	\$ 100
PROTECTIVE HELMET	STIHL HELMET & FACE SHIELD	\$ 25
ROLLING TOOL CHEST	CRAFTSMAN RED 10-DRAWER	\$ 125
ALL TOTES IN CRAWL SPACE & HOUSE	TOTES BOTH BLACK AND GRAY, WITH CONTENTS AND EMPTY	\$ 300
HAND TOOLS	ASSORTED HAND TOOLS OF ALL KINDS, SOCKETS, WRENCHES, SAWS, SHEETROCK, PAINTING, ELECTRICAL, PLUMBING, HOUSEHOLD MAINT & LT CONST	\$ 350
MISC BLUNT TOOLS	MISC HAMMERS, PRY BARS, SLEDGEHAMMERS, AXES, SHOVELS, RAKES, YARD HAND TOOLS	\$ 125
REGENT WORK LIGHTS	(3) ORANGE WORK LIGHTS	\$ 50
MISC POWER CORDS	EXT CORD REELS – ALL SORTS	\$ 100
MISC HARDWARE & ELECTRICAL SUPPLIES	CAT-5 CABLE, ELECTRICAL WIRE, LOOSE HARDWARE FITTINGS, ETC	\$ 50
RIGID WET/DRY VAC	RIGID 6.25 HP 16-GAL	\$ 30
FURNITURE DOLLYS	2 GROUND LEVEL DOLLYS	\$ 20

4. Bank Accounts	Bank Name	Balance
NONE OTHER THAN LISTED ON PAGE-1	N/A	N/A
5. Other		\$ 1,180
SENEGAL PARROT	PET BIRD NAMED "KIWI"	\$ 100
██████████	██	██████
████████████████████	██	██████
████████████████████	████████████████████	██████
████████████████████	████████████████████	██████
SUREFIRE FLASHLIGHT	MODEL G2 CENTURION LED LGT	\$ 30
6. Cash		\$ 107
7. Tools of the Trade (Things I need to earn a living)		\$1,900
CABLE MODEM	MOTOROLLA (MODEL MB8600)	\$ 50
ROUTER & ACCESS PT	(2) ASUS (MODEL AC1900)	\$ 100
UNINTERRUPTIBLE POWER SUPPLY	(2) CYBERPOWER (MODEL 1500PFCLCD)	\$ 100
DELL 24" MONITORS	MODELS SP2309W & ST2320L	\$ 100
DELL OPTIPLEX 380	DESKTOP COMPUTER (WIN-7)	\$ 150
DELL OPTIPLEX 755	DESKTOP COMPUTER (WIN-XP)	\$ 100
HP PAVILION HPE-500Y	DESKTOP COMPUTER (WIN-10)	\$ 150
DVI KVMP SWITCH	ATEN CUBIQ (MODEL CS1644)	\$ 50
MULTIMEDIA SPEAKER	HARMAN KARDON SOUNDSTICKS	\$ 50
FUJITSU SCANNER	SCANSNAP IX500 DUPLEX DOC	\$ 150
BROTHER LABEL MKR	P-TOUCH PRO XL	\$ 60
WIRELESS HEADSET	PLANTRONICS (MODEL CS351N)	\$ 30
CORDED HEADSET	PLANTRONICS (MODEL T20RA)	\$ 30
DESKTOP TELEPHONE	PAN 4-LINE (MODEL KX-TG4000B)	\$ 50
NETWORK PRINTER	RICOH AFICIO LASER (SPC410DN)	\$ 350
AUSU NOTEBOOK	ASUS MODEL 305C	\$ 150
SHREDDER & TRASH	PAPER SHREDDER& TRASH CANS	\$ 30
WD PASSPORT & BOOK	USB BACKUP DRIVES	\$ 100
DELL POWER EDGE	SC1420 SERVER (WINDOWS 2003)	\$ 100

② **Read below then sign:**

I declare under penalty of perjury under the laws of the State of Tennessee that:

- The information on this form is true to the best of my knowledge.
- The information I provided is a correct and complete list of all of my income and assets to be protected.

Defendant/Debtor

Signs here: 

Date: 9/18/2019

Sworn to and subscribed before me this 18th day of September, 2019.


Deputy Clerk or Notary Public

JOSHUA ORVIS
NOTARY PUBLIC, STATE OF MICHIGAN
COUNTY OF GENESEE
MY COMMISSION EXPIRES AUG 24, 2024



Certificate of Service

(How I gave this paper to the Plaintiff/Creditor)

I certify that I (check one box)

hand delivered or

mailed by first-class mail, properly addressed, a true and correct copy of this paper to the person listed below at the address below:

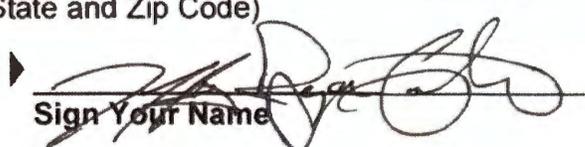
ATTORNEY VIRGINIA LEE STORY

Name of Who You Are Giving This To (The creditor's lawyer or the creditor if no lawyer)

136 FOURTH AVENUE SOUTH, FRANKLIN, TN 37064

Address of the Lawyer or the Creditor (Include City, State and Zip Code)

on 9/19/2019
(Date you mailed/hand-delivered the copy)

Sign Your Name 

IMPORTANT!

The court and clerks are not allowed to give you legal advice, even if you don't have a lawyer. This form is a public record. It is not legal advice. The law may change and it is

Bring the original and 2 copies of this form to the Court Clerk to be date stamped.

Give the original to the Court Clerk.

Bring a stamped envelope addressed for each plaintiff to the Court Clerk. Mail one copy to the lawyer or if there is no lawyer, mail it to the plaintiff or company that sued you. Keep one copy for yourself.



Story Abernathy & Campbell

PLLP | AN ASSOCIATION OF ATTORNEYS

Virginia Lee Story
vlgina@tulaw.org

Joanie L. Abernathy
joanie@tulaw.org

Neil Campbell
neil@tulaw.org

Kathryn L. Yarbrough
kyarbrough@tulaw.org

Of Counsel:
James E. Story,
Attorney at Law

Marissa L. Walters
marissa@tulaw.org

HISTORIC DOWNTOWN
FRANKLIN, TENNESSEE
136 Fourth Avenue South
Franklin, TN 37064

OFFICE (615) 790-1778
FAX (615) 790-7468

Tennessee bar tckky

September 26, 2019

Via First Class Mail and E-Mail

Mr. Jeffrey Fenton
17195 Silver Parkway, #150
Fenton, MI 48430
Jeff@meticulous.tech

Re: *Fawn Tiffany Fenton vs. Jeffrey Ryan Fenton*
Williamson County Chancery Court No. 48419B

Dear Mr. Fenton:

To follow up on correspondence sent to you on September 16, 2019, we never received any information on a storage unit you would like to use to store the extensive list of items you wish to retain from the Sunnyside residence. Therefore, Ms. Fenton took it upon herself to obtain a quote from Fox Moving and Storing to have these items packed, moved and stored. **The quote is attached hereto.** As you can see, the cost for packing only your personal items (i.e. remaining clothing, photos, etc.) is \$639.00. The cost for moving the larger items and your personal items is \$2,895.00. This would include moving the items to Fox's storage facility in Nashville. The cost to store these items in their storage facility would be approximately \$495.00 per month. Finally, to have all of these items packed and moved to Michigan, the cost would be over \$6,000.00.

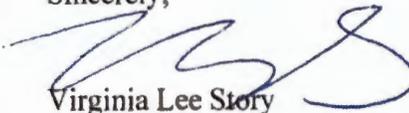
At this point, it is our position that moving the items to Michigan is not financially responsible but that is up to you if you want to use any proceeds you received to have your items shipped. It is our position and that of Mr. Anderson's that the entire value of the remaining contents of the home is only approximately \$3,000.00, therefore the cost to move and store these items far outweighs their worth. However, if you would like for the items to be packed and stored in the Fox storage facility in Nashville then you will need to send a check to my office in the amount of \$3,534.00 no later than next Wednesday, October 2, 2019, made payable to Fawn Fenton and she will schedule the movers and the storage facility for one month until you decide if you want to have the items moved to Michigan. The only other option is to have the remaining property sold and any proceeds will be placed in the Clerk & Masters office for distribution at a later date. **We will go ahead and file a Motion with the Court to sell or otherwise get rid of all remaining items in the home in the event that you do not agree to pay the cost for packing, moving and storing the items that you wish to retain.**

Jeffrey Fenton
September 26, 2019
Page 2

Finally, you still have not disclosed where all of your guns are located. Please advise where they are located with the contact information or whether you have taken them with you to Michigan. If you have any guns in your possession, please provide an itemized list of all guns that you removed, manufacturers, and models.

I thank you in advance for your prompt response to these time sensitive matters.

Sincerely,



Virginia Lee Story
Attorney at Law

Enclosure
cc: Ms. Fawn Fenton

I NEVER HEARD OR SAW ANYTHING ELSE ABOUT A "MDA" (MARITAL DISOLUTION AGREEMENT). I BELIEVE THAT CHANCELLOR MICHAEL W. BINKLEY AND ATTORNEY VIRGINIA LEE STORY, DECIDED IN AN EXPARTE' COMMUNICATION, NOT TO EVEN BOTHER OFFERING ME AN MDA, SINCE I NO LONGER HAD COUNSEL TO "PROTECT" ME. CHOSING INSTEAD TO TAG-TEAM ME, DEPRIVE ME OF ALL MY PROPERTY AND RIGHTS, "UNDER THE COLOR OF LAW", WHILE HAVING THE WILLIAMSON COUNTY SHERIFF'S OFFICE CHASE ME OUT OF MY HOME, AND SUBSEQUENTLY MIDDLE TENNESSEE, WITH NO WHERE ELSE FOR ME TO GO!

I BELIEVE THAT THEY CALCULATED THAT ONCE MY HOME AND MY MONEY WAS ALL GONE, THEN I WOULD NEVER BOTHER TO RETURN. ESPECIALLY SINCE I WAS ALL BUT GUARANTEED TO NEVER FIND ANY MERCY OR JUSTICE IN THAT COURT, NO MATTER HOW MUCH EVIDENCE I PROVIDED! THEY REFUSED TO EVEN HEAR MY SIDE!

THAT WAS WHY I HOPED TO SETTLE THIS OUT OF COURT WITH MY WIFE. SINCE SHE HAD ALREADY FORCEFULLY TAKEN, LIQUIDATED, AND DISBURSED THE WHOLE OF OUR PROPERTY, SAVINGS, AND OUR FINANCIAL INVESTMENTS, DEPRIVING ME OF EVERYTHING WE HAD BUILT TOGETHER AND EVEN SAVED FOR RETIREMENT BEFORE MEETING.

TO SEEK ANY LEGAL RESOLUTION, MEANT THAT EITHER HER OR I (OR BOTH) WOULD LOSE MORE, WITH LITTERALLY NOTHING FOR EITHER TO GAIN WITHOUT HURTING THE OTHER. WHICH WERE ALL UNACCEPTABLE OPTIONS TO ME. SO I BECAME WILLING TO FORFEIT ALL THE MONEY, IF WE COULD END THIS THE WAY WE BEGAN, BY OURSELVES, USING FREE COURT FORMS, DROPPING THE BLAME AND THE POWER GAMES, TO PEACEFULLY PART WITHOUT MORE DAMAGES.

I LEFT MY "PEACE OFFERING", WHICH THEY TOOK, WITHOUT ACCEPTING THE TERMS OF MY OFFER. WHILE INJURING ME FURTHER BECAUSE THEY COULD, DESPITE EVERY OATH OF OFFICE, LAWS, CIVIL RIGHTS, AND CONSTITUTIONS BY OUR STATE AND OUR COUNTRY!

IT WAS ALL ABOUT POWER AND DOMINANCE! PURELY MASOCHISTIC!

FOR THIS REASON I MUST SPEAK-UP, LEST ANOTHER PERSON EXPERIENCE WHAT I DID, IN WILLIAMSON COUNTY CHANCERY COURT, UNDER THE PERVERTED PRETENSE OF "JUSTICE"!

Charles M. Walker
U.S. Bankruptcy Judge
Dated: 9/27/2019



IN THE UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:)		
)		
FAWN TIFFANY FENTON	)	CHAPTER	13
[REDACTED]	)	CASE NO:	19-02693
BRENTWOOD, TN 37027	)	JUDGE	WALKER
SSN: XXX-XX-2065)		
)		
DEBTOR)		

ORDER GRANTING EXPEDITED MOTION TO SELL REAL ESTATE AND PERSONAL PROPERTY

This matter came before the Court on September 25, 2019 upon the Debtor's Expedited Motion to Sell Real Estate and Personal Property with notice given to all parties pursuant to Local Rule 9075-1. There being no objections raised at the call of the docket, the Motion is found to be well taken and it is therefore ORDERED as follows:

Debtor shall be allowed to sell real property located at 1986 Sunnyside Drive, Brentwood, Tennessee and items of personal property remaining in the house at auction pursuant to an Order Granting Motion to Sell Marital Residence by Auction entered in the Chancery Court for Williamson County, Tennessee on August 6, 2019. The Debtor will sell the real estate under Section 363(f)(3) subject to the liens of Bank of America, N.A. and Bancorp South. This transaction shall be conditioned on the Debtor providing the auction report to the Trustee once the sale has taken place. All net proceeds from the sale of the property shall be deposited into the Chancery Court Clerk's Office and placed in an interest bearing account on behalf of the parties pending further orders of the Chancery Court for Williamson County, Tennessee.

IT IS SO ORDERED.

THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY AS INDICATED AT THE TOP OF THE FIRST PAGE.

APPROVED FOR ENTRY:

/s/ Alex Koval

Alex Koval

ROTHSCHILD & AUSBROOKS, PLLC

Attorney for Debtor(s)
1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
(615) 242-3996 (telephone)
(615) 242-2003 (facsimile)
notice@rothschildbkllaw.com

**2019-09-25 Ms. Story's Secret Weapon to
Supersede Tennessee State Laws with Federal Laws to,
SELL and DISCARD MY "PROTECTED INCOME & ASSETS"!**

**THIS IS PROOF OF STRATEGICALLY MANIPULATING
WIFE'S BANKRUPTCY, SPECIFICALLY TO HARM ME MORE!**

**THIS PROVES SEVERAL SERIOUS FEDERAL CRIMES COMMITTED BY
ATTORNEY VIRGINIA LEE STORY, VIA ADA, FED & BK LAWS!**

**I LEFT MY "PEACE OFFERING" (BELOW), WHICH THEY TOOK,
WITHOUT ACCEPTING THE TERMS OF MY OFFER.
WHILE INJURING ME FURTHER BECAUSE THEY COULD,
DESPITE EVERY OATH OF OFFICE, LAWS, CIVIL RIGHTS, AND
CONSTITUTIONS BY OUR STATE AND OUR COUNTRY!**

**IT WAS ALL ABOUT POWER AND DOMINANCE!
PURELY MASOCHISTIC!**

AN ABOMINATION OF "JUSTICE"!

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.

"FURTHER AFFIANT SAITH NOT" - BUT HUSBAND'S HANDWRITTEN NOTE SAITH MUCH MORE! FRAUDULENTLY CONCEALED AGAIN!!

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

FAWN TIFFANY FENTON,)
Plaintiff/Wife,)
vs.)
JEFFREY RYAN FENTON,)
Defendant/Husband.)

2019 OCT 21 PM 3:58

FILED FOR ENTRY

No. 48419B

AFFIDAVIT OF VIRGINIA LEE STORY

RECEIVED BY
Judges' Chambers
Date: 10-22-19 *dlw*

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Comes now, Virginia Lee Story, attorney of record for the Petitioner, and after being first duly sworn, states as follows:

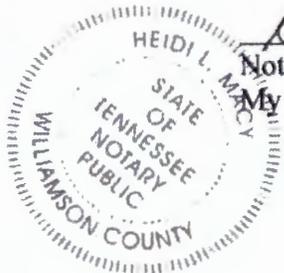
1. I am over 18 years of age and have personal knowledge of the following facts.
2. At the August 29, 2019 hearing in this matter, the Court set this matter for final hearing on October 21, 2019 in open Court with Mr. Jeffrey Fenton present in the courtroom.
3. Since the August 29, 2019 hearing, Mr. Fenton relocated to Michigan.
4. In his handwritten note, he stated that he does not want to contest the divorce and that he does not wish to communicate with Virginia Story or anyone from her firm, ever again. He states that he will never be in Tennessee again. See attached Exhibit 1.

FURTHER AFFIANT SAITH NOT.

[Handwritten Signature]
VIRGINIA LEE STORY

SWORN to and subscribed before me this 21st day of October, 2019.

Heidi L. Macy
Notary Public
My Commission Expires: 6-19-22



MY LOVE!!!

Fawn,

2019 OCT 21 PM 3:58

FILED FOR ENTRY

MY REGRET!

Thank you so much for leaving the picture here for me (your painting). It is out of no anger or resentment that I leave it behind, I just can't keep it. out of intense sadness of losing YOU!

I treasure it more (But just than anything else)

MY PRAYER!

I hope you will keep it, and find that part of yourself again. That happy, simple physical place.

I also can't keep my wedding ring, so you are no longer bound to that part. I just can't. It would kill me. I buried mine back where our little friends used to live. Not one came to visit during my stay here, which broke my heart.

ELECTRONICS TOYS & GIFTS

The blue ray was from Mack, the gas mask has your name on it and was sized for you, the monopod you asked for.

EXHIBIT

1

2019-10-07 GIFTS LEFT AT OUR HOME FOR MS. FENTON WITH NOTE



I am so sorry things ended this way,
but I can never speak with you again. To
protect my heart, not out of anger or resentment

MY HOPE!
BECAUSE MS. STORY
LITERALLY TERRORIZED
AND ABUSED ME BEYOND
BENEFIT TO ANYONE!

I will never communicate with Virginia
Story or anyone from her firm, ever again,
Regardless of the consequences.

MY OFFER:
IF, and ONLY IF THE
TERMS OF MY OFFER ARE
ACCEPTED. BUT MS. STORY
STEALS EVERYTHING, WHILE
SECRETLY DENYING MY TERMS!

If she will drop all charges and never
contact me again, then I will likewise
drop my 250 page counter motion set
for October 21ST.

MY TERMS:
REQUIRED CONDITIONS:
A VERY GENEROUS OFFER,
BUT THEY ALWAYS WANT
TO TAKE MORE BY FORCE!

I will mail you the free simple
divorce papers signed - and as long as
no lawyers are involved, we each walk with
what we have, assets + debts, and no
alimony etc... due either ever. only if we
finish non-contested together without a lawyer

WIFE HAS ALWAYS KNOWN THIS! THE "DANGER GAME" IS JUST LEVERAGE, TO GET THE POLICE TO HELP, AS THEY COMMIT A CRIME!

as we promised each other,

I would and will never hurt you or those you love in any way. Despite what they cost me.

I will always love you! I leave only with tremendous sadness, nothing more.

I OFFERED: TO LET HER GET AWAY WITH EVERYTHING! BUT HER OWN GREEDY LAWYER PUTS HER AT RISK SIMPLY FOR THE THRILL OF DOMINATING AND ABUSING ME MORE! WHEN IS ENOUGH, ENOUGH???

If Ms. Story tries to use any of this against me, I will dedicate my life to fighting and appeal this to state court where the sake of our home will be found and proven to be against state laws. If I never hear from Ms Story or her staff or court, then I'm done, and I surrender all. I will always love you! I'm so sorry! JM

Please don't sell or discard any of this
(except gas mask + flower vase if you want.)

It was all worth MORE THAN MONEY.

or it wouldn't be sitting here

It is my kiss, on the
cheek goodbye! ~~Flare~~

kiss and hug my
puppy forever

Non-Contested, No Joint Assets or Debts,

Divorce papers to be mailed to you
within 2 weeks. It might take
me a week to get to MI and
unpack this crap.

MY TERMS REPEATED:
TO MAKE ABSOLUTELY SURE
THERE WERE NO MISUNDERSTANDINGS,
QUESTIONS, OR CONFUSION, WHICH COULD FORCE
US BOTH THROUGH MORE TOTALLY UNNECESSARY PAIN!!
WITHOUT BENEFIT TO ANYONE, EXCEPT FOR TO A SADIST!!

MORE
TOTALLY UNNECESSARY
PEACEFUL REASSURANCE,
TO REMOVE ANY POSSIBLE
LINGERING THOUGHT, EVEN IF
FROM HER OWN FAKE STORY!

I will never be in Tennessee
again. You never have ANYTHING
TO FEAR FROM ME!

Love,
Goodbye FAWN!

2019-10-09 EMAIL FROM AUCTIONEER CONFIRMING MS. FENTON RECEIVED THE GIFTS, RATHER THAN SOMEONE ELSE TAKING, AUCTIONEER PROMISED ME A HUD-1 "SETTLEMENT STATEMENT" WHICH I NEVER GOT

jeff.fenton@live.com

From: Tommy Anderson <tom@tommyanderson.us>
Sent: Wednesday, October 9, 2019 6:42 PM
To: Jeff Fenton
Subject: Re: Closing | Utilities | Fully-Executed Settlement Statement
Attachments: image001.gif

Yes Fawn received all electronics and got them in her possession. I will have title company send you everything upon closing completion.

Sincerely,
Tommy Anderson

On Wed, Oct 9, 2019, 5:38 PM Jeff Fenton <jeff.fenton@live.com> wrote:

Hello Tommy,

Please let me know once the closing is completed, so that I can disconnect the utilities. They are all currently being billed to me, on my credit, and I need to minimize accruing debt, especially with zero proceeds from the sale, with which to pay any of my debts or expenses, while remaining unemployed.

Also, did you inform Fawn about the TV and Camera equipment at the house for her? Do you know if she has obtained that yet, or what her plan is? (I just want to ensure that Fawn gets the equipment, rather than the new buyer... he already got a good enough deal!)

Finally, I would like a scan of the fully executed HUD-1, emailed to me please, upon closing.

Thank you, sir.

Jeff Fenton
1986 Sunnyside Drive
Brentwood, TN 37027

FAWN TIFFANY FENTON vs JEFFREY RYAN FENTON
08/29/2019

DESPITE MS. STORY'S PROMISE IN COURT ON 8/29/2019, TO HOLD COURT OVER THE PHONE - THEY REFUSED WITHOUT NOTICE!

1 MS. STORY: Since he probably will be
2 moving to Michigan, I would be amenable to him
3 attending the final hearing by telephone if he doesn't
4 want to drive back. And I can tell you, I will try to
5 accommodate him in any way I can.

6 THE COURT: ~~I know you will. You already~~
7 ~~have.~~

8 MS. STORY: And, also, the order probably
9 needs to say that Ms. Fenton can execute any other
10 documents that need to be executed because he might
11 not be here to sign anything, that Mr. Anderson might
12 need signed. So I would like to be able to put that
13 in the Order.

14 THE COURT: All right. Then if you'll
15 prepare the Order, that'll take care of us. That's
16 what we're doing. That's the Order of the Court.
17 Thank you very much.

18 (Proceedings were adjourned at 11:44 a.m.)
19
20
21
22
23
24
25

WE HAD NOT EVEN BEGUN DISCOVERY YET! MS. STORY HAD GRANTED EXTENSIONS BY AGREEMENT BETWEEN ATTORNEYS FOR DIVORCE ANSWER & COUNTER COMPLAINT TO BE DUE - WHILE SHE PRIORITIZED THE FORCED DEPRIVATION OF MY HOME, AUCTIONING MY BEAUTIFUL \$500k BRENTWOOD HOME FOR \$0! RENDERING ME HOMELESS! FORCED TO RELOCATE TO SURVIVE!

**IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN**

FAWN TIFFANY FENTON,)
Plaintiff/Wife,)
vs.)
JEFFREY RYAN FENTON,)
Defendant/Husband.)

No. 48419B

2019 OCT 21 PM 3:56

FILED FOR ENTRY 10/20/19

RECEIVED BY
Judges' Chambers
Date: 10-22-19

FINAL DECREE OF DIVORCE

THIS CAUSE came on to be heard on the 21st day of October, 2019 before the Honorable Michael W. Binkley, Judge, holding Court for the Chancery Court for Williamson County, Tennessee, upon the Complaint for Divorce filed by Wife on June 4, 2019 of which Husband was served on June 20, 2019. **Husband has not filed an Answer and has had two attorneys both of whom have withdrawn. The last attorneys, Marty Duke and Mitchell Miller, withdrew on August 29, 2019 while Mr. Fenton was in open Court and Mr. Fenton stated that he wished to proceed Pro Se.** The Court informed Mr. Fenton of self-representation and Mr. Fenton confirmed that this is how he wished to proceed. The Court set a Final Hearing date in the Order entered on August 29, 2019. **The Court finds, based upon the undisputed testimony of Wife, a witness for Wife as to the grounds for the divorce, the exhibits introduced in this cause, and the record as a whole, that the following shall be the Order of this Court.**

It is therefore ORDERED, ADJUDGED and DECREED that the Wife, FAWN TIFFANY FENTON, shall be granted an absolute divorce on the grounds of inappropriate conduct. The parties' real property located at 1986 Sunnyside Drive, Brentwood, TN 37027 has a contract pending for sale. Attached is the closing statement and print out from the Bankruptcy Court as to the outstanding debt (Exhibit 1). **There are no proceeds remaining to disburse.** If for any reason the property does not close under the current contract, then Wife shall be granted all

TAKING MY HOME without DUE PROCESS! Chasing me out with the WCSO! Leaving me without food or shelter! Denying my 250-PAGES of TESTIMONY with CLEAR PROOF the CHARGES were ALL FRAUDULENT! WHILE \$10k of my PERSONAL PROPERTY WAS STOLEN! As they Ordered a FRAUDULENT "OP" Against ME! BREAKING EVERY SINGLE OATH OF OFFICE - I've NEVER even been ARRESTED!

D

WE HAD NOT EVEN BEGUN DISCOVERY YET! MS. STORY HAD GRANTED EXTENSIONS BY AGREEMENT BETWEEN ATTORNEYS FOR DIVORCE ANSWER & COUNTER COMPLAINT TO BE DUE - WHILE SHE PRIORITIZED THE FORCED DEPRIVATION OF MY HOME, AUCTIONING MY BEAUTIFUL \$500K BRENTWOOD HOME FOR \$0! RENDERING ME HOMELESS! FORCED TO RELOCATE TO SURVIVE!

right, title and interest in and to said real property and shall take all necessary steps to ensure that Husband's name is not associated with the property or the debt. Wife may sign any and all documents to close the property if a subsequent buyer is obtained and any proceeds shall be awarded to Wife free and clear of claims of Husband. The parties have divided all personal property. Each party is awarded all personal property in their respective possession. Wife is in Bankruptcy which addresses her debt allocation and she will be responsible for all her indebtedness holding Husband harmless for the same.

It is further **ORDERED, ADJUDGED and DECREED** that Wife shall be solely responsible for all indebtedness in her name or incurred by her including her Bankruptcy. **Husband shall be solely responsible for any and all debts in his name or that he has incurred holding Wife harmless for same. If Husband does not pay the creditors and they seek payments from Wife and she is forced to pay the same, then Wife shall be awarded a Judgment for any amounts she has to pay for which execution may issue.**

Additionally, neither party shall contract any indebtedness on the credit of the other from and after the date of execution of this Agreement.

It is further **ORDERED, ADJUDGED and DECREED** that each party shall be awarded any banking, investment or retirement accounts in their respective names free and clear from the other party. All joint accounts have been closed. All right, title and interest of either party in and to any account or account balance awarded to the other party shall be, and is hereby, divested out of that party and vested absolutely in the other party.

It is further **ORDERED, ADJUDGED and DECREED** that the parties will file 2016 and 2019 taxes separately. Each party shall assume sole and separate responsibility for paying any taxes, penalties and/or interest which may hereafter be finally determined to be due as a result of

TAKING MY HOME without DUE PROCESS! Chasing me out with the WCSO! Leaving me without food or shelter! Denying my 250-PAGES of TESTIMONY with CLEAR PROOF the CHARGES were ALL FRAUDULENT! WHILE \$10k of my PERSONAL PROPERTY WAS STOLEN! As they Ordered a FRAUDULENT "OP" Against ME! BREAKING EVERY SINGLE OATH OF OFFICE - I've NEVER even been ARRESTED!

WE HAD NOT EVEN BEGUN DISCOVERY YET! MS. STORY HAD GRANTED EXTENSIONS BY AGREEMENT BETWEEN ATTORNEYS FOR DIVORCE ANSWER & COUNTER COMPLAINT TO BE DUE - WHILE SHE PRIORITIZED THE FORCED DEPRIVATION OF MY HOME, AUCTIONING MY BEAUTIFUL \$500K BRENTWOOD HOME FOR \$0! RENDERING ME HOMELESS! FORCED TO RELOCATE TO SURVIVE!

income earned and/or received by that party or losses or deductions taken with respect to that party's income during any year for which the parties file, or have filed, joint income tax returns. Further, each party shall hold the other party harmless from any liability for such incomes taxes, penalties and/or interest as may hereinafter be finally determined to be due as a result of that party's misreporting of previous income.

It is further **ORDERED, ADJUDGED and DECREED** that Wife shall be awarded the 2017 Toyota Prius (VIN: JTDKBRFU2H3033495) titled in Wife's name free and clear of any claim by Husband. All right, title, and interest of Husband in and to said vehicle shall be, and is hereby, divested out of him and vested absolutely in Wife. Wife shall be, and is hereby, solely and separately responsible for any debt or liability associated with this vehicle as of the date of execution of this Agreement and shall indemnify and hold Husband harmless therefor. Each party shall be responsible for their own car expenses and insurance.

Husband shall be awarded the 2003 Buick LeSabre (VIN: 1G4HR54K43U236502) titled in Husband's name free and clear of any claim by Wife. All right, title and interest of Wife in and to said vehicle shall be, and is hereby, divested out of her and vested absolutely in Husband. Husband shall be, and is hereby, solely and separately responsible for any debt or liability associated with this vehicle as of the date of execution of this Agreement and shall indemnify and hold Wife harmless therefor. Husband shall be responsible for liability insurance on the 2003 Buick LeSabre and further agrees to remove Wife's name from any insurance policy regarding the same.

It is further ORDERED, ADJUDGED and DECREED that Wife is awarded a Judgment against Husband for all court costs incurred for which execution may issue. Attorney for Wife shall file her Affidavit for the Court of the communication from Husband that he did not wish to

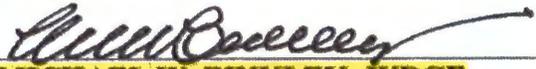
TAKING MY HOME without DUE PROCESS! Chasing me out with the WCSO! Leaving me without food or shelter! Denying my 250-PAGES of TESTIMONY with CLEAR PROOF the CHARGES were ALL FRAUDULENT! WHILE \$10k of my PERSONAL PROPERTY WAS STOLEN! As they Ordered a FRAUDULENT "OP" Against ME! BREAKING EVERY SINGLE OATH OF OFFICE - I've NEVER even been ARRESTED!

118

IT IS COMPLETELY UNREASONABLE TO VIEW MY NOTE, LEFT FOR WIFE, AND CONCLUDE THAT I FORFEIT MY CASE, WITHOUT THE ACTIONS BEING DROPPED! AS IS CLEARLY STATED! ESPECIALLY SINCE I HAD FILED A 250-PAGE RESPONSE, YET TO BE HEARD! 18 U.S.C. § 242 - Deprivation of Rights Under Color of Law, 18 U.S.C. § 241 - Conspiracy Against Rights, 18 U.S.C. Chapter 96—Racketeer Influenced and Corrupt Organizations, 42 U.S.C. § 3631 - Criminal Interference with Right to Fair Housing, 42 U.S.C. § 14141 - Pattern and Practice

contest the divorce and that he was present in Court on August 29, 2019 when the Final Hearing was set to be heard.

ENTERED this 24th day of October 2019.

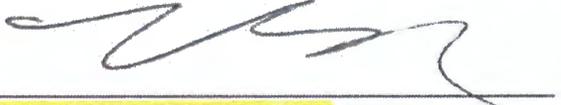

MICHAEL W. BINKLEY, JUDGE
Michael W. Binkley
Circuit Court Judge/Chancellor
21st Judicial District, Division III

APPROVED FOR ENTRY:


VIRGINIA LEE STORY; BPR #11700
Attorney for Wife
136 Fourth Avenue South
Franklin, TN 37064
(615) 790-1778
virginia@tnlaw.org

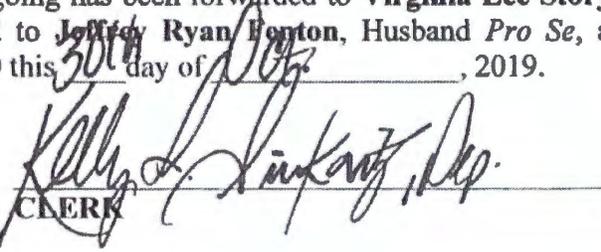
CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been forwarded via U.S. mail to Jeffrey Ryan Fenton, Husband *Pro Se*, at 17195 Silver Parkway, #150, Fenton, MI 48430 this 2nd day of October, 2019.


VIRGINIA LEE STORY

CLERK'S CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been forwarded to Virginia Lee Story, Attorney for Wife, at the above address, and to Jeffrey Ryan Fenton, Husband *Pro Se*, at 17195 Silver Parkway, #150, Fenton, MI 48430 this 30th day of Oct, 2019.


CLERK

TAKING MY HOME without DUE PROCESS! Chasing me out with the WCSO! Leaving me without food or shelter! Denying my 250-PAGES of TESTIMONY with CLEAR PROOF the CHARGES were ALL FRAUDULENT! WHILE \$10k of my PERSONAL PROPERTY WAS STOLEN! As they Ordered a FRAUDULENT "OP" Against ME! BREAKING EVERY SINGLE OATH OF OFFICE - I've NEVER even been ARRESTED! NO NOTICE or WARNING! NO "MOTION FOR DEFAULT JUDGMENT"! OUTRAGEOUS!

PROOF THAT I NEVER "DEFAULTED" ON FILING MY "DIVORCE ANSWER & COUNTER COMPLAINT" AS THEY FRAUDULENTLY ACTED!

From: Charles M. Duke <marty@mdukelaw.com>
Sent: Monday, August 5, 2019 5:39 PM
To: Jeff Fenton <Jeff@Meticulous.tech>
Cc: Mitchell Miller <mitchell@schafferlawfirmtn.com>
Subject: RE: Fenton v. Fenton

Jeff:

There is no definite date certain by which I agreed with Ms. Story to file an Answer & Counter-Complaint. However, until there is an Order entered relieving us as counsel in this matter, you should not file anything pro se.

Thanks. have a good evening.
Marty

From: Jeff Fenton [mailto:Jeff@Meticulous.tech]
Sent: Monday, August 05, 2019 5:36 PM
To: Charles M. Duke
Cc: Mitchell Miller
Subject: RE: Fenton v. Fenton

Thanks Marty.

Can you simply inform me of any critical dates which I need to self-represent by, as I can not afford further representation:

For example, when did you get the ANSWER & COUNTER COMPLAINT extended to?

Any other time critical dates would be greatly appreciated.

Thanks.

JEFF FENTON
METICULOUS.TECH
(615) 837-1300 OFFICE
(615) 837-1301 MOBILE
(615) 837-1302 FAX

TECHNICAL CONSULTING, SERVICES, AND SOLUTIONS,
WHEN IT'S WORTH DOING RIGHT THE FIRST TIME!

SUBMIT OR RESPOND TO A SUPPORT TICKET [HERE](#).

A DIVISION OF METICULOUS MARKETING LLC

ON 8/29/2019, I INCLUDED A MAKESHIFT "DIVORCE ANSWER & COUNTER COMPLAINT", ANSWERING EVERY COMPLAINT TO DATE! The TITLE of the DOCUMENT is INCOMPLETE. But by LAW, the CONTENTS and RELIEF REQUESTED define a document, over the TITLE.

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

FAWN TIFFANY FENTON,)
Plaintiff/Wife,)
v.) Docket No: 48419B
JEFFREY RYAN FENTON,)
Defendant/Husband.)

HUSBAND'S RESPONSE AND COUNTERMOTION TO WIFE'S MOTION FOR VIOLATION OF THE EX PARTE ORDER OF PROTECTION, AND IN OBJECTION TO ORDER GRANTING MOTION TO SELL THE MARITAL RESIDENCE, AND HUSBAND'S ANSWER AND COUNTER-COMPLAINT TO WIFE'S COMPLAINT FOR DIVORCE, HEREAFTER REFERRED TO AS HUSBAND'S "ONE-AND-DONE"

COMES NOW the Defendant/Husband, Jeffrey Ryan Fenton, for his response to the Wife's Motions, along with Husband's Countermotions, addressing all allegations to date, stating as follows:

First Husband would like to bring to the court's attention, the disabilities with which he has been diagnosed, and continues ongoing treatment for. If not properly understood, one could easily draw incorrect conclusions, specifically about Husband's communications, in how he speaks and even more so, his excessive use of words when writing. Please see Exhibit-A for a thorough explanation regarding this, from both Terry M. Huff (LCSW), Husband's Psychotherapist, and Dr. Richard E. Rochester (M.D.), Husband's Psychiatrist.

Husband suffers from the following handicaps:

- Obsessive-Compulsive Personality Disorder (OCPD) DSM-5 301.4 (F60.5)
- Generalized Anxiety Disorder (GAD) DSM-5 300.02 (F41.1)
- Attention-Deficit Hyperactivity Disorder (ADHD) DSM-5 314.01 (F90.2)

I DID this to PROTECT MYSELF from ANY SCAM - Answering Every False Claim I had TIME to, on the very FIRST DAY I was "ALLOWED" to file anything "PRO-SE"! (I don't think they EVER EVEN READ IT!)

DUE TO COVID-19

I NEED to get a JOB from HOME
Because of my Mother's Health
Which I CAN'T DO with this STUPID OP!
Please have the OP REMOVED and
EXPUNGED or Start Sending Me
SUPPORT PLEASE!

ASTHMA, ALLERGY AND IMMUNOLOGY CENTER

S. Anne, M.D. R. Botta, M.D. I. Badr, M.D. R. Mahajan, M.D. H. Azzam, M.D.

Patient Name: Marsha Fenton

Visit Date: 7/2/2020

Thank you very much for letting me participate in the management of Marsha Fenton, who was seen by telephone consultation on 07/02/20. Marsha states that her IgA deficiency has been stable. She denies any upper or lower respiratory tract infection. She has been following strict avoidance measures from exposing to the COVID-19 infection. She is wearing the mask. She is staying home. Her son also stays with her, who is not working at this time. She denies any fever, chills, or rigors. She denies any upper or lower respiratory tract infection.

PHYSICAL EXAMINATION: Deferred at this time since this was done by telephone consultation.

IMPRESSION: Ms. Marsha Fenton has:

1. IgA deficiency, and
2. Chronic rhinosinusitis.

RECOMMENDATIONS:

1. Marsha is prone to develop recurrent infections. Therefore, I advised her to follow strict isolation measures from exposure to COVID-19 infection.
2. Since her son stays with Marsha, I strongly recommend that her son should do his work from home since it will reduce significantly the risk of exposure of Ms. Fenton to the COVID-19 virus.
3. A follow-up appointment has been scheduled in one year but I advised her to contact me as soon as the pandemic is over for further evaluation and treatment.

Signed Electronically By Suresh Anne, MD

Signed Date: 7/3/2020 9:16:00 AM

E-Faxed to Ravikumar Peddireddy, MD On 7/3/2020 9:16:00 AM