You can see in 9(d) above, we had a strategically planned tax credit on file, not a liability as defendant Story falsely testified in Chancery Court on 8/1/2019. We always got a refund. We never owed federal taxes at the end of the year.

- 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 coowned 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

As is verifiable in ECF No. 22, PageID.2823, Lines 12-13 and 17, defendant Story falsely testified in Chancery Court on 8/1/2019, "We've got a tax liability from 2016 standing out there." After which she further falsely testified, "we have woes, IRS woes." All which was false and fraudulently portrayed, to assassinate my character before the court.

Most people don't know this, but the IRS has a 3-year statute of limitations for filing federal income tax returns for years where you are due a refund. The government will even pay you interest. I am excellent at managing taxes.

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.

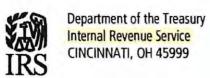
The parties waive any other claims that they may have against each other. Any previous verbal or written agreements or pramises between the parties are superseded entirely by this Agreement.

No alternation ar 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 far 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 befare signing this.

In the event any provision of the Agreement shall be held invalid by a Court of competent jurisdiction, such individual pravision shall not affect the other pravisions of this Agreement, said pravisions being severable.

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Case 1:23-cv-01097-PLM-RSK ECF No. 22, PageID.2823 Filed 01/19/24 Page 6 of 45
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.
        enton.com/evidence/2019-08-01_chancery-hearing-transcript.pdf
                                             Case 1:23-cv-01097-PLM-RSK (FENTON v. STORY et al.)
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165/103347 -527091



38-17 (INTERNAL REVENUE USE ONLY)

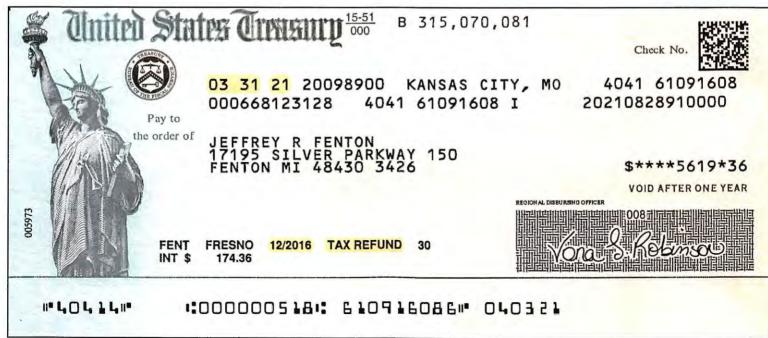
527091

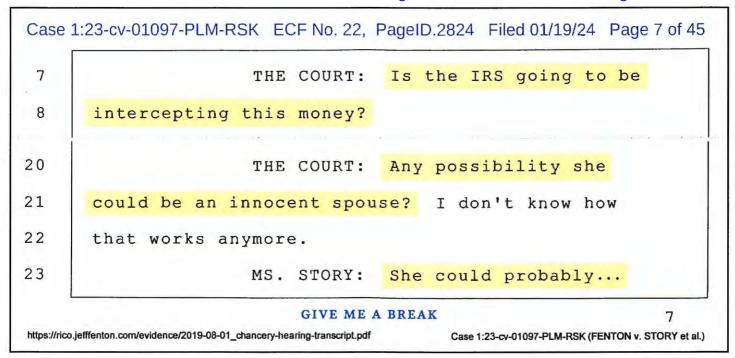
Interest paid to me by the IRS on my "TAX CREDIT"

Statement Showing Interest Income from	Calendar Year	
	2021	
cipient's Identification Number 381	Total Interest Paid or Credited \$174.43	
		ease keep this copy for your records)  cipient's Identification Number  Total Interest Paid or Credited

THIS IS NOT A TAX BILL. It shows the taxable interest paid to you during the calendar year by the Internal Revenue Service. If you are required to file a tax return, report this interest as income on your return. This amount may represent interest on an overpayment for more than one year, or more than one kind of tax. This interest may have been paid with your tax refund or part or all may have been applied against other taxes you owed.

This is not a "Tax Liability" as defendant Story falsely testified in Chancery Court on 8/1/2019.





# Tenn. R. Sup. Ct. 1.0

Rule 1.0 - TERMINOLOGY

(d) "Fraud" or "fraudulent" denotes an intentionally false or misleading statement of material fact, an intentional omission from a statement of fact of such additional information as would be necessary to make the statements made not materially misleading, and such other conduct by a person intended to deceive a person or tribunal with respect to a material issue in a proceeding or other matter.

## Tenn. R. Sup. Ct. 3.3

Rule 3.3 - Candor Toward the Tribunal

- (a) A lawyer shall not knowingly:
  - (1) make a false statement of fact or law to a tribunal; or
- (b) A lawyer shall not offer evidence the lawyer knows to be false...
- (c) A lawyer shall not affirm the validity of, or otherwise use, any evidence the lawyer knows to be false.

# Tenn. R. Sup. Ct. 3.4

Rule 3.4 - Fairness to Opposing Party and Counsel

#### A lawyer shall not:

- (b) falsify evidence, counsel or assist a witness to offer false or misleading testimony; or
- (e) in trial,
  - (1) allude to any matter that the lawyer does not reasonably believe is relevant or that will not be supported by admissible evidence; or
  - (2) assert personal knowledge of facts in issue except when testifying as a witness; or
  - (3) state a personal opinion as to the justness of a cause, the credibility of a witness, the culpability of a civil litigant or the guilt or innocence of an accused; or

# Jeffrey R. Fenton

1986 Sunny Side Drive, Brentwood, TN 37027-5404 | 615.837.1300 |

#### 3/30/2020

First Farmers and Merchants Bank 4013 Hillsboro Circle Nashville, TN 37215

#### Dear First Farmers and Merchants Bank: (If Fawn banks elsewhere now, then to Whom it may Concern):

The last time that Fawn and I deposited OUR JOINT income tax return check from the IRS, into Fawn's personal checking account (which doesn't have my name on it), you required that I come into the bank with Fawn, in person, to present my ID and to sign the check as you witnessed. We were told that the reason for this was because tax fraud and forgery had become a significant problem between disenfranchised spouses.

This time we are facing a similar situation; however, I will not be able to visit your bank in person, or to even have this letter notarized, due to the fact that as a result of our divorce this year, I am currently staying in Michigan, and due to the Covid-19 outbreak, I live with a family member who has an extremely compromised immune system (no "IGA"), so we are both under stringent in-home quarantine, which doesn't allow us to come face to face with anyone, under any circumstances (not to sign for a letter, receive a package, or even visit a bank). Furthermore, due to the Covid-19 pandemic, Michigan has declared a State of Disaster, and we've been under an Executive "Stay at Home" Order for over a week, with no end in sight.

For this reason, I am writing this letter to guarantee my identity as well as to provide my consent as stated herein. I SWEAR UNDER PENALTY OF PURJURY, with my mother as my witness, that I am the Jeffrey R. Fenton to whom this treasury check is written (identification included), that I have endorsed this check and signed this letter by my own hand, without any act of foul-play, deception, or forgery. Exclusively for my ex-wife, Fawn Fenton (I wrote on the back of the check, "Pay to the Order of Fawn Fenton"), to cash or deposit into any account of her choosing, no longer having any shared financial accounts.

In return Fawn has promised to mail me a check, money order, or cashier's check for my 50% of our 2017 Tax Refund. Our joint 2017 tax refund check is for \$3,112.62, which will provide us each with \$1,556 to do with as we independently please. You need not be concerned about the division and distribution of funds, as I trust Fawn to administer it as she has agreed.

Should you have any questions or concerns, please feel free to contact me at the phone and email above.

Thank you for your assistance during these extraordinary times.

Sincerely,

effrey R. Fenton

<u>Witnessed By</u> (I know the sworn party and can attest to his execution of these documents):

Marsha A. Fenton (mother)



125,331,135

Check No.



08 02 19 20090900 KANSAS CITY, MO 000504685659 4038 74854830 I

4038 74854830 20192060910000

FAWN **A** & JEFFREY R FENTON 1986 SUNNY SIDE DR BRENTWOOD TN 37027 5404

12/2017 TAX REFUND

45.62

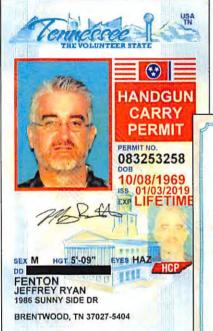
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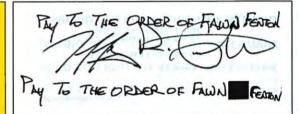
VOID AFTER ONE YEAR

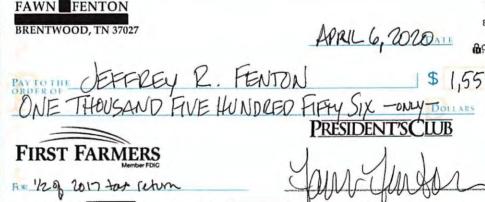
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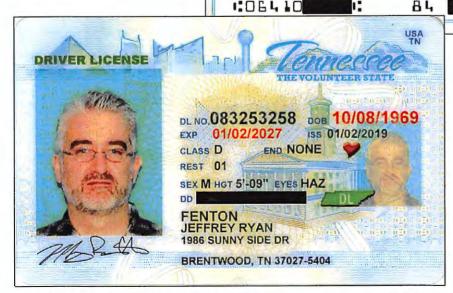
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I am really getting tired of the fraudulent narrative that my ex-wife is a victim, that I am a monster, that she has ever been "fearful for her safety", as a result of anyone's actions other than her own.

That was defendant Story's absurd lie, fabricated to assasinate my character and destroy my credibility before I ever had a chance in any "impartial tribunal".

"Predatory Litigation 101" where there is nothing the courts have shown less interest or care about than the TRUTH, my LIFE, LIBERTY, or PROPERTY!

The duties of judicial office, as prescribed by law, shall take precedence over a judge's personal and extrajudicial activities. (That's the JOB!)

# Tennessean.

WILLIAMSON

# Williamson County judge says there's nothing wrong with boat trips he takes with lawyers

**Elaina Sauber** The Tennessean

Published 6:00 a.m. CT Sep. 24, 2018

A Williamson County judge said he isn't doing anything wrong when he takes boat trips with lawyers, and he denied an attorney's emergency motion for time to try to learn more about the trips.

Judge Michael Binkley confirmed in emails obtained by the USA TODAY NETWORK -Tennessee that he would attend a three-day lake trip in 2016 with several attorneys, including one who had an active case before him at the time.

**More:** How close can judges be with lawyers? Emails including Williamson Co. judge raise questions

"Common sense" does <u>not</u> endanger the public for personal gain or pleasure.

"If the public is as smart as everybody says they are, most people who have any <u>common sense</u> are going to say, 'What is wrong with judges and lawyers having fun together?' Nothing,"

Binkley said during an open court hearing on Aug. 30, the same day the USA TODAY

NETWORK - Tennessee published a story about the Center Hill Lake trips.

Binkley, who didn't respond to a request for comment before that story published, said at the hearing he looks forward to the boat trips each year.

Virginia Story, the attorney who invited Binkley on the trip in 2016, had an active case before the judge in circuit court, which sparked questions about whether judges can remain fair and impartial when presiding over cases while simultaneously vacationing with attorneys in those cases.

Story, who attended the hearing where Binkley discussed the trips, said they were "benign."

"They are absolutely a blast," Binkley said. "I am with my friends, who are lawyers. Some family

members are there. We all, I think would agree 110 percent, have some of the best times we've ever had. It is so much fun.

With great power comes great responsibility and the need for pub.

With great power comes great responsibility and the need for public integrity and trust that exceeds that of almost every other profession.

"I pay for my own gas. I pay for my — whatever I pay for," Binkley said.

Binkley addressed the trips after attorney Connie Reguli filed an emergency motion to suspend the proceedings in a case involving her client, Sam Clemmons, until they could complete an open records request into the emails to learn the extent of the trips.

# The judge denied that motion.

For a person to hold the power to almost instantly destroy and deprive a persons life, liberty, and property... the public has a right to demand their hands remain reasonably clean and uncompromising.

He stressed that there's nothing wrong with lawyers and judges having a good time outside of work, "as long as you're not doing anything improper."

"People can assume whatever they want to. That's their business. But we're not so stupid, irresponsible or violating rules and getting special treatment out on a lake house boat, where you're all sitting around having a good time," Binkley said.

Story, who represents the defendants in Clemmons' case, said the trips at Center Hill Lake are only one day, despite emails that show the trips spanned three days, from Friday through

Sunday.

I don't know any other profession where innocent members of the public lose their property, their homes, their cars, their access to family and friends, their enjoyment of both their inalienable natural rights as well as their constitutional freedoms.

"I don't know of any other profession that has to (argue against) each other every day in court and be adversaries, and fight for your clients zealously, but then we expect them to go out and go to bar functions and seminars, and sit across the aisle from each other and be friends," Story

said.

Where in just one hour, a person or family can wrongfully, erroneously, or criminally suffer more damage and deprivation "under color of law", than they will literally be able to recover from, throughout the rest of their lives, combined.

"There's no way you can do that unless you have a mutual respect for each other. Respect for the way that you represent your client, and respect for the way that you carry on your family

life."

There are plenty of advanced vocational opportunities in the field of law, for those individuals who are **not willing to "set themselves apart"**, in the interest of preserving judicial integrity, public trust, and maintaining impartial tribunals.

Reach Elaina Sauber at esauber@tennessean.com, 615-571-1172 or follow @ElainaSauber on Twitter.

RULE 1.2 Promoting Confidence in the Judiciary: A judge shall act at all times in a manner that promotes public confidence in the independence, integrity, and impartiality of the judiciary, and shall avoid impropriety and the appearance of impropriety.

- [1] Public confidence in the judiciary is eroded by improper conduct and conduct that creates the appearance of impropriety. This principle applies to both the professional and personal conduct of a judge.
- [2] A judge should expect to be the subject of public scrutiny that might be viewed as burdensome if applied to other citizens, and must accept the restrictions imposed by the Code. (https://www.tncourts.gov/rules/supreme-court/10)

RULE 1.3 Avoiding Abuse of the Prestige of Judicial Office: A judge shall not abuse the prestige of judicial office to advance the personal or economic interests of the judge or others, or allow others to do so.

From: Fawn Fenton

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.

This broke my heart. I never wanted her to be "stuck".

I wish she had just given me her equity in our home in lieu of alimony, kept the house financed in her name until someday when I was able to finance it in mine, and let me take over the bills. My mother offered to bring our mortgages current and to keep them current, as long as I could remain in my home. It would have only required about \$8k to bring our mortgages current (which they secretly defaulted on, without telling me), while I lost more money than that in counsel, yet left with nothing.

BUT Attorney Virginia Lee Story said NO, "It is already too far along in the bankruptcy."

That's RACKETEERING! And it's not only unconstitutional, but it's unethical and inhumane!

It is also a flagrant violation of the Federal Rules of Bankruptcy Procedure and multiple sections of Federal Bankruptcy Laws. (Committed by the people trusted to uphold and administer those laws.)

Our beautiful Brentwood home is worth over \$900k today! While we only owed \$300k on it! These reckless monsters liquidated our home for precisely what was owed on the mortgages, without a penny to either of our benefit.

There was literally no risk greater than the damages my wife allowed her attorneys to cause. She never needed to file for bankruptcy. She only received \$44k in alleged "bankruptcy relief", while I have no doubt that her legal fees were higher! We lost \$250k the day our home auctioned, and another \$350k in appreciation since! All this damage could have been avoided! But it required conscionable counsel to have advised her in her darkest hours, of depression and doubt.

Instead she mistakenly had hired career criminals who prance around the Williamson County legal landscape as if they are gods, who bow before absolutely no laws. The State of Tennessee should have put these gangsters out of business a decade ago, but in their negligence and refusal to prioritize judicial integrity over the recreational activities of the judiciary, the state had shown their priorities. Which are repugnant and a violation of each sworn officer's Oath of Office!

Instead she allowed her counsel to pull a massive RICO bankruptcy fraud scam. We both lost everything, while destroying both of our credit, illegally evicting my tenants and myself from my own home without due process, leaving me with zero income or shelter within the State of Tennessee, discarding me without care or consideration, like yesterdays trash.

#### I PRAY FOR JUSTICE!

I demand the arrest of corrupt former Williamson County Judge, Michael Weimar Binkley and Attorney Virginia Lee Story.

The public welfare requiring it!

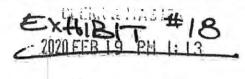
# Jeff Fenton "VERBAL SETTLEMENT ACRECHENT"

From: Fawn Fenton

Sent: Saturday, October 27, 2018 5:31 PM

To: Jeff Fenton

**Subject:** Your texts re: settling



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....?)

#### Case 1:23-cv-01097-PLM-RSK ECF No. 44, PageID.3744 Filed 03/25/24 Page 11 of 50

- 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 2<sup>nd</sup> 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.

From: Fawn Fenton

Sent: Thursday, November 15, 2018 5:28 PM

To: Jeff Fenton
Subject: FW: 47426
Attachments: radDC9A2.pdf

Categories: 4-Email: Important Information

Hello,

Attached... Edward's forms have been approved by the court.

So you need to take those Word documents I forwarded you from Edward a couple of weeks ago, and you need to "save-as" and make your own similar documents, substituting your information instead of Edward's, and on the "certificate of service" page, substituting my name and address instead of yours.

I think you need to turn in both of those papers to the court... you could drive down there and give them to the clerk in person, I'm sure that would be fastest.

Ok?

From: Edward Porter < WEdward.Porter@hotmail.com >

Sent: Thursday, November 15, 2018 2:35 PM

To: Fawn Fenton Subject: FW: 47426

Please see attached. Now just waiting on Jeff to do the same. Let me know if there is anything I need to do. Your answer to his counter is technically due by November 29. I need something showing his intentions to non-suit or otherwise we will have to answer his counter because I can't allow you to get tricked into anything.

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

Note: This information contained in this electronic transmission is intended only for the person or entity to which it is addressed and it may contain confidential and/or privileged material, the disclosure of which is governed by applicable law. Any review, retransmission, dissemination or other use of, or taking of any action reliance upon this information by 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

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

#### 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

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 Parter IV

Attorney at Law 222 Second Avenue North Suite 210 Nashville, TN 37201 (615) 250-8000 – Office (615) 242-5918 – Fax

Note: This information contained in this electronic transmission is intended only for the person or entity to which it is addressed and it may contain confidential and/or privileged material, the disclosure of which is governed by applicable law. Any review, retransmission, dissemination or other use of, or taking of any action reliance upon this information by 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

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

#### Case 1:23-cv-01097-PLM-RSK ECF No. 44, PageID.3747 Filed 03/25/24 Page 14 of 50

From: Edward Porter < WEdward.Porter@hotmail.com>

Sent: Monday, November 05, 2018 1:25 PM

To: Fawn Fenton

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 Parter 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

Sent: Friday, November 2, 2018 1:29 PM

To: Edward Porter < WEdward.Porter@hotmail.com >

Subject: RE: Put divorce an 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

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 TV

Attorney at Law

#### Case 1:23-cv-01097-PLM-RSK ECF No. 44, PageID.3748 Filed 03/25/24 Page 15 of 50

222 Second Avenue North Suite 210 Nashville, TN 37201 (615) 250-8000 – Office (615) 242-5918 – Fax

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From: Fawn Fenton

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

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 (615) 242-5918 – Fax

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#### Case 1:23-cv-01097-PLM-RSK ECF No. 44, PageID.3749 Filed 03/25/24 Page 16 of 50

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

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

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

Sent: Monday, October 29, 2018 9:56 AM

#### Case 1:23-cv-01097-PLM-RSK ECF No. 44, PageID.3750 Filed 03/25/24 Page 17 of 50

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

Ms. Fenton's statement above to her attorney, "Jeff finally realized that by going forward with a trial, he is likely hurting himself more than me" is FALSE.

Ms. Fenton's statement, "Plus he is very hung up on wanting an "uncontested" divorce rather than a contested divorce" is TRUE.

The truth is that we could never afford a "contested" divorce in Williamson County Tennessee. Ms. Fenton told me that her attorney estimated a "contested divorce" in Williamson County took on average one to one and a half years of litigation. That was guaranteed to financially destroy us both, regardless of any other factors.

I didn't contemplate divorce settlements differently, based upon which one of us would be "hurt" the most. My goal was always to prevent us both from harming and/or damaging each other, to the greatest extent I knew how, or was conceivably within my reach. I encouraged a "Collaborative Divorce" through Arons and Associates Divorce Planning. But Ms. Fenton ultimately refused. https://rico.iefffenton.com/evidence/2023-12-31 declaration-about-arons-and-associates.pdf

To see a copy of our "Verbal Settlement Agreement" which the amicable sale of our home, with agreed transitional alimony, was contingent upon, please see: https://rico.jefffenton.com/evidence/2018-10-27\_verbal-settlement-agreement.pdf

The reason that we never placed our home on the market for sale, per the terms of our "Verbal Settlement Agreement", was because our closing attorney required that we put our simple agreement on paper and sign it. No attorneys or legalese was required, just a clearly stated, simple, good-faith agreement between Ms. Fenton and myself, so that the closing attorney would know how to allocate the proceeds from the sale of our home. Ms. Fenton could have literally printed her email above and signed it. That would have sufficed. But she absolutely refused to sign anything on paper. Not with attorneys, not without attorneys. She refused. https://rico.jefffenton.com/evidence/2019-01-28\_verbal-agreement-needed-in-writing-for-closing.pdf

Ms. Fenton later admitted to me that she refused to sign an agreement for the amicable dissolution of our marriage and the sale of our marital residence, because she had concerns about paying me the repeatedly agreed upon "transitional alimony" of \$1,750 per month, for a duration of 6-years, as she clearly stated and agreed to in our Verbal Settlement Agreement.

Without this agreed transitional support to help me purchase or rent replacement housing and obtain the vocational rehabilitation which everyone agreed that I both needed and I was equitably due, prior to docket #48419B, I could not afford to sell our marital residence at that time. I never agreed to render myself homeless and destitute. Our agreement was contingent upon the alimony clearly outlined therein. We had too much money invested into our property to quickly "cash out". The market needed another year or two for property values to appreciate enough to where we could sell our marital residence without losing hundreds of thousands of dollars, we had invested into our home and we could not afford to lose.

# IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE

FAWN FENTON, Plaintiff,

VS.

Docket:

47426

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

1. 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:

- o. Date and Place of Birth:
- q. Education level: HS
- Z.
- 2. 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.

#### 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.
- 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

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 <u>Octorea</u>, 2018 Witness my hand and official seal.

My Commission Expires July 6, 2020

My Commission Expires: \_\_\_

Notary Public

# 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
	Fee Description: counter claim		Jeffrey R Fenton/Meticulous Mktng	\$100.00
	er deleter i september 1943		Percentage Fee	\$2.57
			Fixed Fee	\$0.30
- 15: George (1/11/09/09/20		and the state of t	 To	tal: \$102.87



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

FAWN		FENTON,
	Plaintig	f/Wife,

VS.

Docket: 47426

JEFFREY RYAN FENTON, Defendant/Husband.

#### NOTICE OF VOLUNTARY NON-SUIT

Comes now the Plaintiff, Fawn Fenton, by and through counsel, and would hereby give notice that she will be voluntarily non-suiting 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

#### **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

11-9-18 WV

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

FAWN FENTON. Plaintiff/Wife,

VS.

2016 1104 -7 Pi 12: 27 Docket: 47426

JEFFREY RYAN FENTON. Defendant/Husband.

#### 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 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

HONORABLE Judge Joseph A. Woodruff

#### 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

#### **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

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.

1116110

Clerk & Mas

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

FAWN FENTON, Plaintiff/Wife.

VS.

JEFFREY RYAN FENTON, Defendant/Husband, Docket: FILED FOR ENTRY\_\_\_\_\_

2018 NOV 21 PM 2: 12

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 30<sup>th</sup> 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

#### **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 Fenton
Brentwood, TN 37027

Jeffrey Ryan Fenton, pro se

	,, tillEli			
IN THE CHANCERY COU	IRT FOR WILLIAMSON COUNTY, TENNESSEE COUNTY AT FRANKLIN			
	2018 NOV 21 PM 2: 1			
FAWN FENTON,	20101101 51 LU S: 1			
Plaintiff/Wife,	FILED FOR ENTRY			
VS.	Docket: 4/420			
JEFFREY RYAN FENTON, Defendant/Husband,				
ORDER	OF VOLUNTARY NON-SUIT			
	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 ORDEREI	D, ADJUDGED and DECREED that the Counter-Compliant			
for Divorce filed by the Defendant/I	Husband, Jeffrey Ryan Fenton, is hereby voluntarily non-			
suited without prejudice.				
It is further <b>ORDERED</b> that	t 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			
	HONODARI E IUDCE MADTIN			

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 Fenton

Brentwood, TN 37027

From: Jeff Fenton

Sent: Wednesday, November 21, 2018 8:24 PM

To: Wedward.porter@hotmail.com; Fawn Fenton

Subject: Non-Suit Documentation Executed and Filed

Attachments: 2018-11-21 NOTICE OF VOLUNTARY NON-SUIT (Filed).pdf; 2018-11-21 ORDER OF VOLUNTARY

NON-SUIT (Filed).pdf

Edward & Fawn,

Please see the attached documents as promised.

After I receive back the Order signed by Judge Martin, I will scan and email that to you both as well.

Let me know if you have any questions or concerns.

A happy Thanksgiving to you both!

#### **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: Fawn Fenton

Sent: Wednesday, November 21, 2018 11:42 AM

To: Jeff Fenton; Wedward.porter@hotmail.com

Subject: RE: FENTON PROOFS: Notice of Non-Suit & Order of Dismissal

It looks right to me....

Thank you! Fawn

From: Jeff Fenton

Sent: Wednesday, November 21, 2018 10:40 AM To: Wedward.porter@hotmail.com; Fawn Fenton

Cc: Fawn Fenton

Subject: FENTON PROOFS: Notice of Non-Suit & Order of Dismissal

Importance: High

Edward & Fawn,

Do these forms look filled out correctly, before I drive down to the courthouse, and then the post office with them, in the next couple of hours?

Please let me know if I should make any corrections.

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: Jeff Fenton

Sent: Thursday, November 15, 2018 8:37 PM

To: Fawn Fenton; Fawn Fenton

Subject: RE: 47426 (CONFIRMATION OF COMMITMENT)

Hello Fawn,

The purpose of this email is to confirm what I've already told you: that I WILL file the non-suit documentation which you have provided me, with the Williamson County Clerk and Master, changing it to be from me rather than from you, by next Wednesday the 21st, at the latest.

I assure you that this is as good as DONE on my end, so please don't waste a moment worrying about responding to my counter-complaint.

If there is something which I can email you, prior to visiting a notary or the courthouse, which will offer you or Edward more assurance, please simply email it to me and I'll be glad to sign, scan, and email it back to you, that very same day. (Provided it is in alignment with these stated plans.)

Please do ask Edward tomorrow, those few questions which I already sent you, so that I can draft the paperwork this weekend.

Feel free to let me know if you have any questions for me.

Thank you!

## **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 <u>here</u>.

A Division of Meticulous Marketing LLC

From: Fawn Fenton

Sent: Thursday, November 15, 2018 5:28 PM

To: Jeff Fenton Subject: FW: 47426

Hello

Attached... Edward's forms have been approved by the court.

So you need to take those Word documents I forwarded you from Edward a couple of weeks ago, and you need to "save-as" and make your own similar documents, substituting your information instead of Edward's, and on the "certificate of service" page, substituting my name and address instead of yours.

From: Jeff Fenton

Sent: Thursday, November 15, 2018 8:43 PM

To: Fawn Fenton; Fawn Fenton

Subject: RE: 47426 (CONFIRMATION OF COMMITMENT)

To further clarify, I WILL DRIVE down to the Williamson Country Clerk and Master, in person, receiving the time-stamped forms back while I'm there, to be scanned and emailed to you that same night, by this coming Wednesday the 21<sup>st</sup>, at the latest.

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 <u>here.</u>

A Division of Meticulous Marketing LLC

From: Jeff Fenton

Sent: Thursday, November 15, 2018 7:37 PM

To: Fawn Fenton; Fawn Fenton

Subject: RE: 47426 (CONFIRMATION OF COMMITMENT)

Importance: High

Hello Fawn,

The purpose of this email is to confirm what I've already told you: that I WILL file the non-suit documentation which you have provided me, with the Williamson County Clerk and Master, changing it to be from me rather than from you, by next Wednesday the 21st, at the latest.

I assure you that this is as good as DONE on my end, so please don't waste a moment worrying about responding to my counter-complaint.

If there is something which I can email you, prior to visiting a notary or the courthouse, which will offer you or Edward more assurance, please simply email it to me and I'll be glad to sign, scan, and email it back to you, that very same day. (Provided it is in alignment with these stated plans.)

Please do ask Edward tomorrow, those few questions which I already sent you, so that I can draft the paperwork this weekend.

Feel free to let me know if you have any questions for me.

Thank you!

From: Jeff Fenton

Sent: Thursday, November 15, 2018 8:22 PM

To: Fawn Fenton Subject: Re: 47426

I'm not trying to trick you into anything. I will do the non-suit also. I'll do whatever you need as quickly as I can, once I understand the process. Don't waste your time answering my counter, unless you are really bored.

This email here is proof that I will drop my suit and that you need not answer. I'll get more concrete proof into your hands, as soon as I'm sure what I'm doing.

Isn't it amazing how it takes someone a month to provide you with a little piece of paper, then they need you (me) to hurry and respond overnight.

As long as you can ask Edward my questions tomorrow, and get answers to me by Saturday sometime, then I will draft the forms Sunday or Monday, and take them to the courthouse probably Tuesday the 20th, or Wednesday the 21'st at the latest.

I'll just scan and email them to you both to save time mailing, or maybe I should mail too, but I'll still scan and email so you will have assurance as quickly as possible.

That's plenty of time to prevent you from wasting your time. That goof ball never even got my reply and counter-complaint to you, but no worries.

You've got nothing to worry about. The last thing I want is to keep him in my life!

I'll send you a more professional looking email without all the "goofball" quotes, in just a couple a minutes.

Please do get back with me about my questions.

Thanks Jeff

Sent via the Samsung Galaxy, an AT&T 4G LTE smartphone

I have always dealt with Ms. Fawn Fenton in good-faith. That includes in every action and attempt at obtaining a divorce. Including my every action and filing in Chancery Court docket #48419B. I have never tried to trick her or cheat her out of anything.

If only she and her counsel to follow (in docket #48419B) could say the same. We would have saved hundreds of thousands of dollars in cash and home equity, while saving us both from over four years of litigious torture, financial/vocational unsustainability, uncertainty, and hell.

I have been falsely portrayed as a "monster", but I am the only party who has consistently tried to act honorably, with integrity, honestly, and in good-faith with every court to date.

#### 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

(615) -7377 · mobile





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





Didn't your dad or Mark have any suggestions to bring down those insane taxes?



Dec 22, 2018

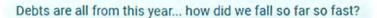


Nope. This is why I cannot afford to keep house, and need sale to help pay down debts.

Fawn Fenton (mobile) - Dec 22, 2018



Yet the house would save you how much in taxes?





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



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

Trump's tax law sparks year-end rush to finalize divorces | TheHill



## Trump's tax law sparks year-end rush to finalize divorces

BY NAOMI JAGODA - 12/16/18 07:15 AM EST

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Divorcing couples are scrambling to finalize their cases before the end of the year as a result of President Trump's tax law.

The 2017 GOP tax overhaul eliminates the deduction for alimony payments in divorce agreements entered into after Dec. 31, 2018. That means beginning next month, tax savings for many divorcing couples will be smaller than they are now.

Divorce lawyers and financial planners say they are racing to have couples complete their agreements before the changes take effect.

Twenty-seven percent of Certified Public Accountant (CPA) financial planners have seen an increase in the number of clients aiming to finalize their divorces this year, with 6 percent reporting a substantial increase, according to survey results released Thursday by the American Institute of CPAs.

"It is a complete madhouse," said Jacqueline Newman, managing partner at Berkman Bottger Newman & Rodd in New York.

She said her firm has been scheduling closings in cases where all the terms of a settlement haven't been agreed to yet.

About 586,000 tax returns claimed the alimony deduction for the 2016 tax year, according to IRS data. And around 164,000 of those were from people with income between \$100,000 and \$200,000.

The 2017 tax law significantly changes the way alimony payments are treated in the U.S. tax code.

https://thehill.com/policy/finance/domestic-taxes/421446-trumps-tax-law-sparks-year-end-rush-to-finalize-divorces



# CLARIFICATION: Changes to deduction for certain alimony payments effective in 2019

This article clarifies information provided in IRS Publication 5307, Tax Reform Basics for Individuals and Families for the repeal of deduction for alimony payments under the Tax Cuts & Jobs Act of 2017.

Alimony or separation payments paid to a spouse or former spouse under a divorce or separation agreement, such as a divorce decree, a separate maintenance decree, or a written separation agreement, may be alimony for federal tax purposes. Alimony or separation payments are deductible if the taxpayer is the payer spouse. Receiving spouses must include the alimony or separation payments in their income.

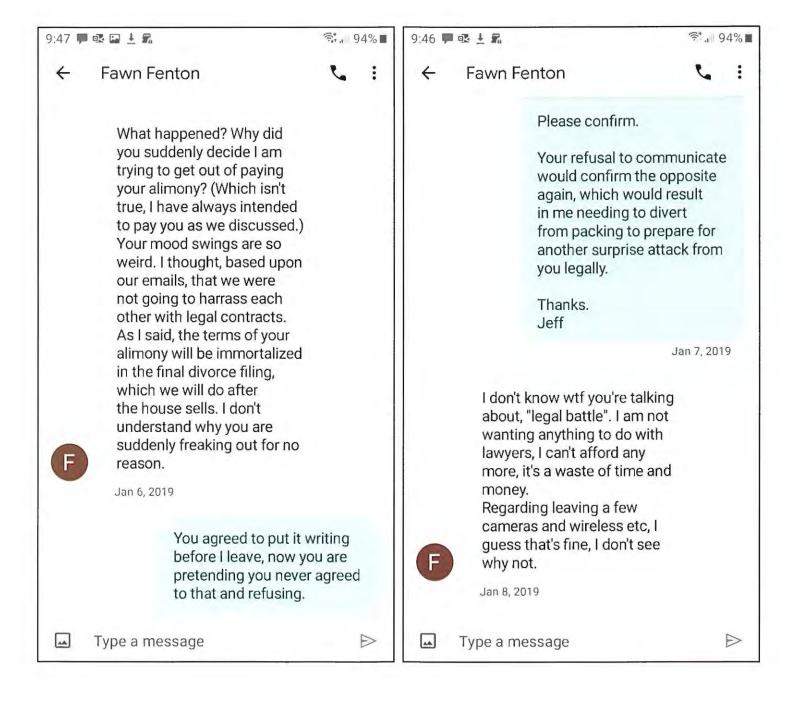
Beginning Jan. 1, 2019, alimony or separate maintenance payments are <u>not deductible</u> from the income of the payer spouse, or includable in the income of the receiving spouse, if made under a divorce or separation agreement executed after Dec. 31, 2018.

This also applies to a divorce or separation agreement executed on or before Dec. 31, 2018, and modified after December 31, 2018, as long as the modification:

- changes the terms of the alimony or separate maintenance payments; and
- states that the alimony or separate maintenance payments are not deductible by the payer spouse or includable in the income of the receiving spouse.

On the other hand, generally alimony or separate maintenance payments are deductible from the income of the payer spouse and includable in the income of the receiving spouse, if made under a divorce or separation agreement executed on or before Dec. 31, 2018, even if the agreement was modified after December 31, 2018, so long as the modification is not one described in the preceding paragraph.

Page Last Reviewed or Updoted: 24-Mar-2021



(615) -7377 · mobile





Jan 21, 2019



Hello, thank you for the offer, but no, I am too tired and I have a headache. I'll see you tomorrow.

Fawn Fenton (mobile) - Jan 21, 2019





Jan 21, 2019



Terry is at 215 Centerview, suite 208, right?
(I am on potty with belly-ache right now... Going to try to get out the door soon...)

Fawn Fenton (mobile) - Jan 22, 2019

No, he is in Maryland Farms now:

5115 Maryland Way, Suite #134, Brentwood, TN 37027





Jan 22, 2019

Oh ok!



I might be a few minutes late... Pooper not cooperating... Cramps.... Ungh....

Fawn Fenton (mobile) - Jan 22, 2019

I always park in the back of the building, and enter from the back. I'm heading there now. When you get there I can come out and show you the way from the first floor lobby.

It would probably be quickest for you to take the back way, up Church Street, onto Maryland Way.

Careful I just hit a bad to ice





Jan 22, 2019



Having terrible cramps... Can't get out of bathroom right now... This sucks, sorry!

Fawn Fenton (mobile) - Jan 22, 2019





#### If you're still on the body it's time to abort Mission and head to Terry's

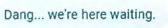


Jan 22, 2019



Doubled over in pain... Can't walk yet... The enemy is attacking me with cramps...

Fawn Fenton (mobile) - Jan 22 2019





Jan 22, 2019



This really sucks, I don't think I'm going to make it... Curled up on floor in fetal position in pain with terrible cramps....

Fawn Fenton (mobile) - Jan 22, 2019





Jan 22, 2019



Does Terry have another appointment at 9? I will pay him for another hour if he's available... (Cramps starting to subside a little....)

Fawn Fenton (mobile) - Jan 22, 2019

Tuesday 11, 4, 5

Thursday wide open except for 2. (Probably 9am, or??)



Jan 22, 2019



Do you mean Tuesday today? (Could do 11:am today)...

Fawn Fenton (mobile) - Jan 22, 2019

#### Terry could do noon or 3 today.



Jan 22, 2019



Ok noon!

Fawn Fenton (mobile) - Jan 22, 2019





Jan 22, 2019



Ok thank you!

Fawn Fenton (mobile) - Jan 22, 2019

(615) -7377 · mobile

#### See you then!

I'm back in my car, about to hit Kroger's quickly for Ice Cream and Kiwi Veggies, is there anything that I can pickup and bring you, to help you feel better? Drugs, over the counter meds, breakfast?

I'd seriously be glad to bring you anything that will help make your morning a little better.

Do you need me to take you to the doctor or hospital?

I could pickup your fetal position body, wrap you up in a sheet or blanket, lay you in your hatchback or my trunk, and drive you to the ER or the clinic of your choice?





Jan 22, 2019

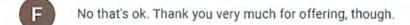
P Oh hello, I was sleeping. I am mostly ok now. Definitely have a cold, though.

Fawn Fenton (mobile) - Jan 22, 2019





Jan 22, 2019



Fawn Fenton (mobile) · Jan 22, 2019

#### I'm in the lobby on the first floor waiting on Terry and you.



Jan 22, 2019

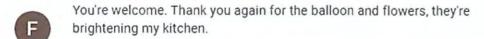
Thank you again for the balloon and flowers and donuts, I really do love them and that was so thoughtful of you.

Fawn Fenton (mobile) - Jan 22, 2019

#### Thank you for answering your phone when I called.



Jan 22, 2019



Fawn Fenton (mobile) - Jan 22, 2019

(615) -7377 · mobile

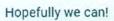






强 my heart is broken for you too. I'm so, so sorry for your pain. I know you're a good person, which is why I'd hope someday we can still be friends.

Fawn Fenton (mobile) - Jan 23, 2019





Jan 23, 2019



A part of my heart will always love you too.

Fawn Fenton (mobile) - Jan 23, 2019





Jan 23, 2019



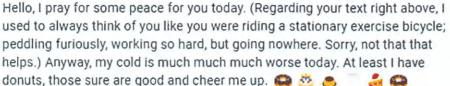
I am definitely working on forgiving you. You deserve forgiveness, and I hope you can heal from this huge loss. I am so sorry I was unable to communicate with you and I'm sorry for all the times I made things worse.

Fawn Fenton (mobile) - Jan 23, 2019

Here is what I would say about myself in hinddight, "I've never know someone who worked harder, while getting nothing meaningful done."



Jan 23, 2019



Fawn Fenton (mobile) - Jan 23, 2019











Thanks again for the donuts and flowers! I just ate last donut yesterday; flowers are still doing good!

Fawn Fenton (mobile) - Jan 26, 2019



Understandable that your mom wants to sympathize with you. Situation is definitely heart- breaking.

Fawn Fenton (mobile) • Jan 27, 2019





Jan 27, 2019

(615) -7377 · mobile



Phone is falling on my face... Nightie night... Thank you for being kind.

Fawn Fenton Impbiler - Jan 27, 2019

Nightie night. Likewise Tootie!

Never in my life did I want it to be me against you! That was my worse nightmare!



Jan 27, 2019

#### **Jeff Fenton**

From: (615) -7377 <16158371301.1615 7377.km4F34MBb9@txt.voice.google.com>

Sent: Wednesday, January 23, 2019 4:14 PM

**To:** 837.1301@gmail.com

Subject: New text message from (615) 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.

YOUR ACCOUNT HELP CENTER HELP FORUM

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



Hello, I pray for some peace for you today. (Regarding your text right above, 1 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.



Fawn Fenton (mobile) + Jan 23, 2019

#### **Jeff Fenton**

From: Jeff Fenton

Sent: Monday, January 28, 2019 1:29 PM

To: Fawn Fenton

Subject: Written Agreements

Hello Fawn,

When it gets COLD tomorrow, and for the next few days, I'm going to try to write-up the first drafts of the following two agreements (which need to be done, before I can leave):

- The agreement instructing Judy how to split the proceeds from the sale.
- The agreement about our Alimony, the time periods, amounts, and stages as previously agreed.

I'm going to run both past you, so if you can please give me feedback, within about a 24-hour turnaround time, I would greatly appreciate it! I want to get this done and out of the way, so that I can break my computer down. I can't leave town, surrender access to the property, release and deliver the POA (the original POA to Judy Wells and a copy of it to you), or voluntarily vacate the property for you to be able to sell it, without both agreements being notarized and executed by us both. So the sooner that we can get that out of the way, the better.

Again, neither of these agreements will be filed with the court, one just goes to Judy Wells, which she requires to perform the closing, without me present. The other will be held between us. It should be legally actionable IF one of us defaults on our "gentleman's agreement" about selling our home and alimony, as insurance that neither of us will try to change the terms later, after I've surrendered our home for sale, and I no longer have any leverage. It will only say that which we've already verbally agreed to, it is just putting our verbal agreement in WRITING, before I travel out of state. Provided that we are being honest with each other currently, and neither of us has a hidden agenda to screw-over the other later on, I really can't imagine anything objectionable about this. Think of it as an "insurance policy", or just putting our verbal agreement on paper. It should be of no consequence, as long as we are both being transparent and fair with one another.

Anyhow, as soon as I can draft these, get your feedback, implement any necessary changes, and we can execute the documents with a notary, the better. That way I'll have one less thing to worry about, at the last moment, and we won't be forced to handle this remotely, after I'm in Michigan. We could handle this remotely after my move, but that would restrict your access to the property until its completed, be more cumbersome, and slow-down the whole process of allowing you to prep the house for sale and list it. I don't believe that is in either of our best interests.

I'll let you know as I complete each draft, for your comments and approval.

Thanks!

### JEFF FENTON METICULOUS.TECH

(615) 837-1300 OFFICE (615) 837-1301 MOBILE (615) 837-1302 FAX

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Wife refused to commit in writing to the terms of the "Verbal Settlement Agreement", which she had agreed to via email on 10/27/2018. (https://rico.jefffenton.com/evidence/2018-10-27\_verbal-settlement-agreement.pdf)

Wife later admitted that she had refused to put their verbal agreement in writing, due to concerns about paying the \$1,750 per month in transitional alimony, for the agreed duration of 6-years, as advised was "fair" by Sandy Arons, MBA, the Certified Divorce Financial Analyst they hired for a "Collaborative Divorce".

Alimony was core to the "Verbal Settlement Agreement", and was needed by Plaintiff to obtain the most basic replacement shelter and provision, if the marital residence was to be sold.

This is why the property never made it on the market, not by any fault of Plaintiff, as defendant Story misrepresented to the Chancery Court.

Except for subsequent to defendant Story's fraud, at no time did Plaintiff volunteer to render himself homeless, so that the marital residence could be sold.

(615) -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 Impoller - Jan 30, 2019

You just called me a dick and accused me of verbally attacking you, in the same sentence.



Jan 30, 2019

#### **Jeff Fenton**

From: Jeff Fenton

Sent: Thursday, January 31, 2019 3:46 PM

To: Fawn Fenton
Cc: Terry M. Huff

Subject: RE: Selling our Home and my Personal Property, while Remaining here in Nashville

Fawn,

If you prefer, I am agreeable with pursing a collaborative divorce simultaneously with Sandy, while splitting the sale proceeds equally, to each payoff our respective debts. That would ultimately accomplish your goals, as well as mine. Solving the sale of our house, the execution of a divorce, my future alimony/support (with which for me to rent another place to live, while hopefully pursuing some vocational training), and ensure that you receive an equal portion of the sale proceeds, towards paying off your debts.

I actually would prefer this route, which I believe can be very easily and affordably continued. I would like a NEUTRAL THIRD-PARTY to write-up our MDA, simply in all fairness to us both, while keeping our costs as low as possible. Otherwise we will both need our own counsel, to ensure that the MDA is equally fair to us both.

I believe that there are some attorneys, who just perform simple divorces, where both parties are agreeable to the terms, for a very low fee. (I remember paying only around \$1,000 for my last divorce in Nashville, but that was 15 years ago. Still that is a LOT cheaper route!) What did it cost for you and Kris to get divorced? How did you two facilitate it? You both jointly owned the condo... how did that legally work out?

Please let me know your thoughts.

Thanks!

#### JEFF FENTON

#### METICULOUS.TECH

(615) 837-1300 **OFFICE** (615) 837-1301 **MOBILE** 

(615) 837-1302 FAX

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