



Report Generated on January 3rd, 2022

4 bd 3 ba 2,640 sqft

1986 Sunnyside Dr, Brentwood, TN 37027

Sold: \$540,000 Sold on 02/18/20 Zestimate®: \$814,200

Home value



Zestimate

\$814,200



Zestimate range

\$749,000 - \$887,000



Last 30-day change

+ \$13,226 (+1.7%)



Zestimate per sqft

\$308

Inside the Zestimate

The Zestimate is Zillow's best estimate of a home's value. It is based on a blend of valuation methods, each of which may produce a different estimate depending on the available data.

ESTIMATE BASED ON

Comparable homes

\$891,193 ▾

Local tax assessments

\$767,843 ▾

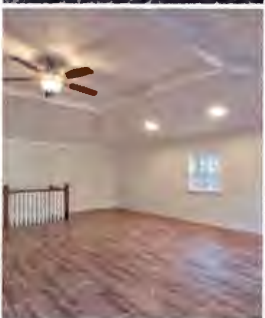
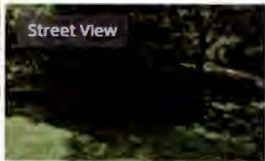
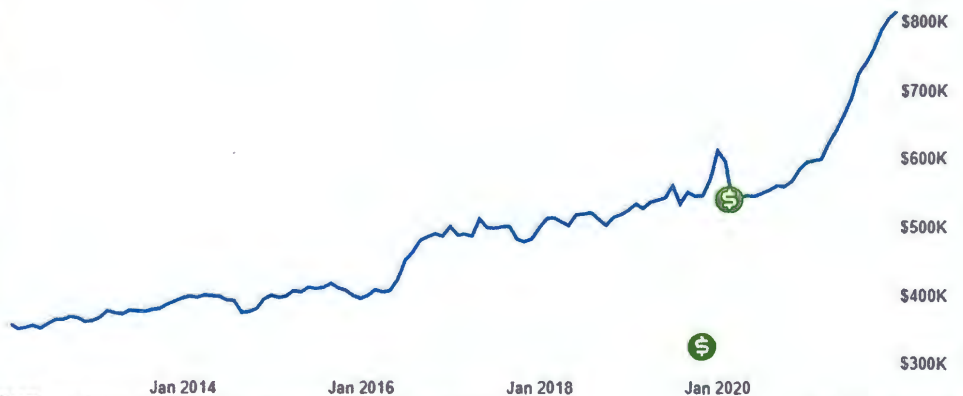
Local Home Values ▾

1 year

5 years

10 years

— This home --





RENTAL ZESTIMATE : \$3,221/mo

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Close ^

Estimated net proceeds

\$325,558

Est. selling price of your home \$ 814,200

Est. remaining mortgage ? \$ 416,931

Est. prep & repair costs ? \$6,000

Est. closing costs ? \$65,712

Est. total selling costs (9%) \$71,712

All calculations are estimates and provided for informational purposes only. Actual amounts may vary.

Comparable homes

These are recently sold homes with similar features to this home, such as bedrooms, bathrooms, location, and square footage.

OUR NEIGHBOR'S HOUSE



This home
\$814,200

Sold
4 beds
3 baths
2640 sqft
\$308 / sqft



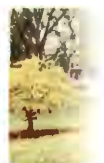
1 1969 Sunny Side Dr
\$820,000

Sold 8 months ago
3 beds
3 baths
2598 sqft
\$316 / sqft



2 2011 Sunny Side Dr
\$720,000

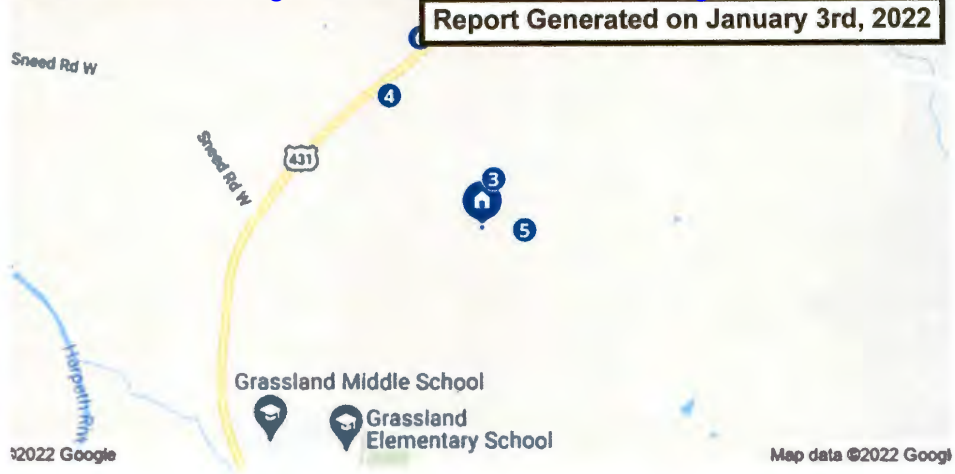
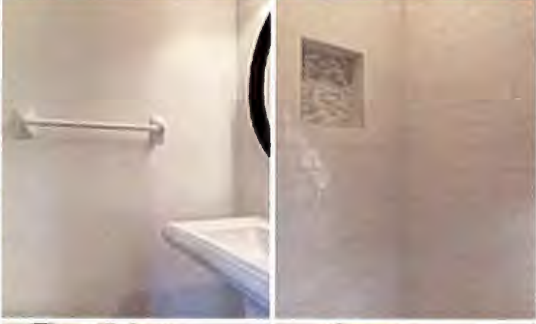
Sold 12 months ago
4 beds
3 baths
3429 sqft
\$210 / sqft



3 201 Sunny Side Dr
\$720,000

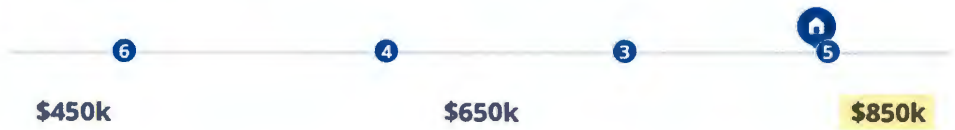
Sold
4 beds
3 baths
3429 sqft
\$210 / sqft

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Comparative value

Here's how this home's value estimate compares to similar homes nearby.



Overview

ALL BRICK RANCH*CUL-DE-SAC LOCATION*HUGE BEDROOMS & BONUS ROOM*9FT CEILINGS & CROWN MOLDING IN LIVING RM, DINING RM, & FOYER*HEATED FLR IN GUEST BATH*PRIVATE WOODED LOT*CONVENIENT TO NASHVILLE, BRENTWOOD & FRANKLIN

Facts and features

Edit

- Singlefamily
- Built in 1977
- Forced air, electric
- Central
- 5 Parking spaces
- 1.05 Acres

Interior details

Bedrooms and bathrooms

Bedrooms: 4
 Bathrooms: 3
 Full bathrooms: 2
 1/2 bathrooms: 1

Basement

Basement: Unfinished

Flooring

Flooring: Hardwood

Heating

Heating features: Forced air, Electric

Cooling

Cooling features: Central

Appliances

Appliances included: Dishwasher, Garbage disposal, Microwave, Range / Oven

Other interior features

Total interior livable area: 2,640 sqft
 Fireplace: Yes

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Property details

Parking

Total spaces: 5
Parking features: Garage - Attached, Off-street, Covered

Property

Exterior features: Shingle, Brick, Cement / Concrete
View description: Park, Mountain

Construction details

Type and style

Home type: SingleFamily

Material information

Foundation: Crawl/Raised
Roof: Asphalt

Utility

Water information: City Water

Community and Neighborhood Details

Location

Region: Brentwood

Other financial information

Annual tax amount: \$2,147

Other facts

Basement Description: Crawl
Floor Types: Finished Wood
Oven Source: Electric
Sewer System: Septic Tank
Bedroom 1 Description: Master BR Downstairs
Construction Type: All Brick
Cooling System: Central
Garage Capacity: 2
Heating Source: Electric
Heating System: Central
Water Source: City Water
Garage Description: Attached - SIDE
Interior Other: Ceiling Fan, Storage, Wood Burning FP
Living Room Description: Fireplace
Oven Description: Double Oven
Range Description: Cooktop
Patio/Deck: Deck
Built Information: Renovated
Basement Type: Other
Kitchen Description: Eat-In
Master Bath Description: Ceramic
Dining Room Description: Separate

Lot

Lot size: 1.05 Acres

Other property information

Parcel number: 094013JA03500

Condition

Year built: 1977

Range Source: Gas
Fence Type: Partial
Area: 10-Williamson County
County: Williamson County, TN
Cooling Source: Gas
Contingency Type: Inspection
Property Class: Residential
Sq. Ft. Measurement Source: Prior Appraisal
Acreage Source: Calculated from Plat
Full Baths Main: 2
New Construction: 0
Number Of Fireplaces: 1
Number Of Stories: 2.00
Half Baths Main: 1
Kitchen Dimensions: 13x11
Rec Room Dimensions: 25x20
Tax Amount: 2080
Sq. Ft. Main Floor: 2640
Mls Status: Under Contract - Showing
Standard Status: Active Under Contract
Listing Type: STAND



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As of the date of this report, the Owner appears to be using the Property as a Rental.

Though it seems strange to pay \$540k to purchase a home for a RENTAL. Based upon my 17-Years as a Licensed Tennessee Real Estate Agent, I believe that the Owner is doing this, to "HOLD" the property. Essentially for free, while paying down the debt.

As the VALUE of this property exponentially INCREASES over the next 10-15 years.

Due to the LOCATION, the massive growth of the Greater Nashville Area, along with the unique characteristics of this property, I had estimated that it would be worth a MILLION DOLLARS and that we would have it completely paid-off within that time period. (Our Retirement "Nest Egg".)

So far the property has been outperforming even my investment expectations. Between 2/18/2020 & 1/3/2022, it appreciated another \$300k in VALUE. WORTH over \$800k, while we only owed \$300k.

Which is the RETURN on our Pre-Marital Retirement Funds, INVESTED in Williamson County Real Estate!

STOLEN: "Under Color of Law" by Judge Michael W. Binkley, Attorney Virginia Lee Story, Attorney Mary Beth Ausbrooks, with the help of a HALF-DOZEN of their POWERFUL FRIENDS and ASSOCIATES!

OUR COURT ORDERED AUCTION
After WE INVESTED \$200k MORE
PLUS 9-Years of Hard Work!

We INSTANTLY LOST about \$250k
the DAY that our home AUCTIONED!

Price history

Date	Event	Price	
2/18/2020	Sold	\$540,000 (-10%)	\$205/sqft
Source: Public Record Report			
1/13/2020	Price change	\$599,990 (-3.2%)	\$227/sqft
Source: Benchmark Realty, LLC Report			
12/27/2019	Price change	\$619,900 (-3.1%)	\$235/sqft
Source: Benchmark Realty, LLC Report			
12/5/2019	Listed for sale	\$639,900 (+97.3%)	\$242/sqft
Source: Benchmark Realty, LLC Report			
10/30/2019	Sold	\$324,359 (-7.3%)	\$123/sqft
5/12/2011	Sold	\$350,000	\$133/sqft
Source: Public Record Report			
4/22/2011	Listing removed	\$360,000	\$136/sqft
Source: Zeitlin & Co., Realtors Report			
9/30/2010	Listed for sale	\$360,000 (+42.3%)	\$136/sqft
Source: Zeitlin & Co., Realtors Report			
7/13/2005	Sold	\$253,000 (+11%)	\$96/sqft
Source: Public Record Report			
8/10/1998	Sold	\$228,000	\$86/sqft
Source: Public Record Report			

Auction Investor Resold 4-Months Later
On the Market for a \$200,000 Profit!

Our Initial Purchase. Home Needed Massive
Core Improvements for Health & Safety!

Public tax history

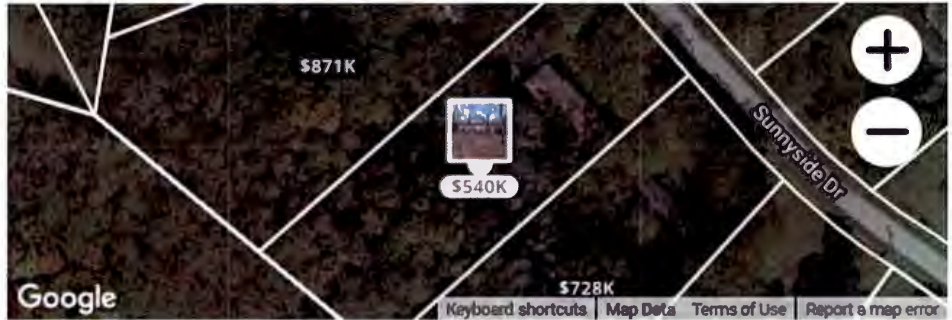
Year	Property Taxes	Tax Assessment
2020	\$2,147	\$96,725
2019	\$2,147 (+3.2%)	\$96,725
2018	\$2,080	\$96,725
2017	\$2,080	\$96,725
2016	--	\$96,725 (+23.7%)
2015	--	\$78,175
2014	--	\$78,175
2013	--	\$78,175
2012	--	\$78,175
2011	--	\$78,175 (+23.5%)

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2007	\$1,462	\$63,278
2006	\$1,462 (+9.8%)	\$63,278 (+35%)
2005	\$1,331	\$46,873

Neighborhood: 37027

SURROUNDED BY HUNDREDS OF ACRES OF PROTECTED WOODLANDS!



Nearby homes

\$540,000
 4 bd 3 ba 2.6k sqft
 1986 Sunny Side Dr, Brentwood, TN 370...
 Sold

\$728,100
 -- bd 2 ba 80 sqft
 1980 Sunny Side Dr, Brentwood, TN 370...
 Off Market

MLS ID #2103371

Nearby schools in Brentwood

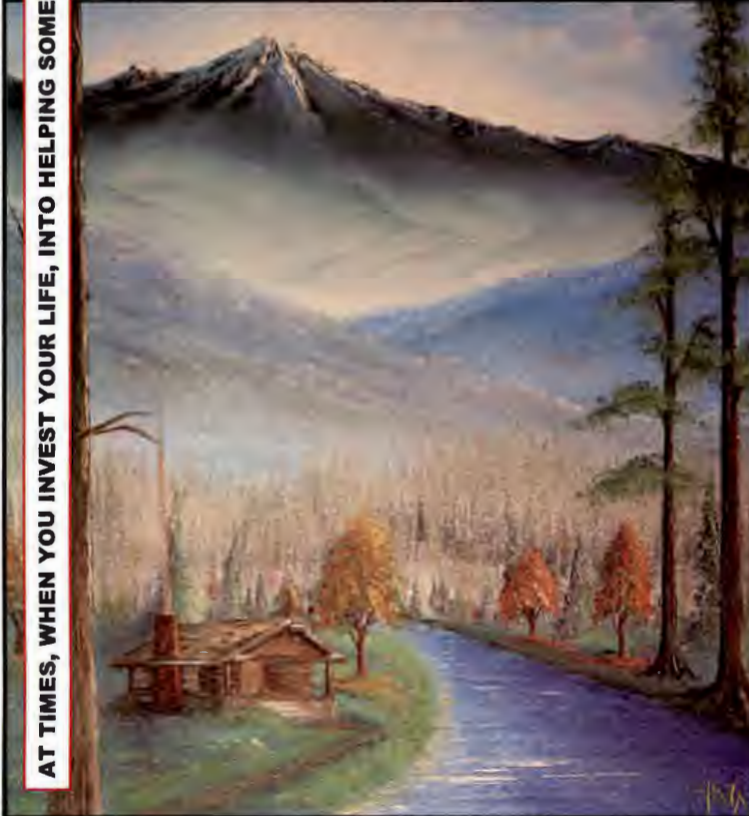
Elementary: Grassland Elementary
 Middle: Grassland Middle School
 High: Franklin High School

GreatSchools rating

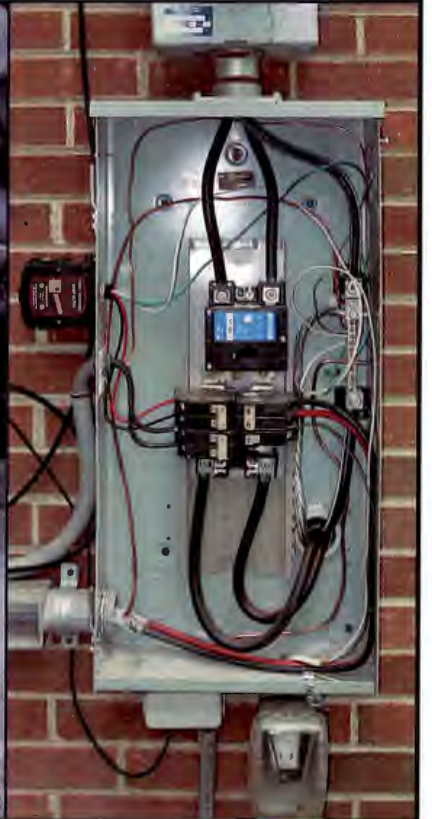
- 7/10** **Grassland Elementary**
Grades: K-5 Distance: 0.8 mi
- 9/10** **Grassland Middle School**
Grades: 6-8 Distance: 0.9 mi
- 9/10** **Franklin High School**
Grades: 8-12 Distance: 5 mi

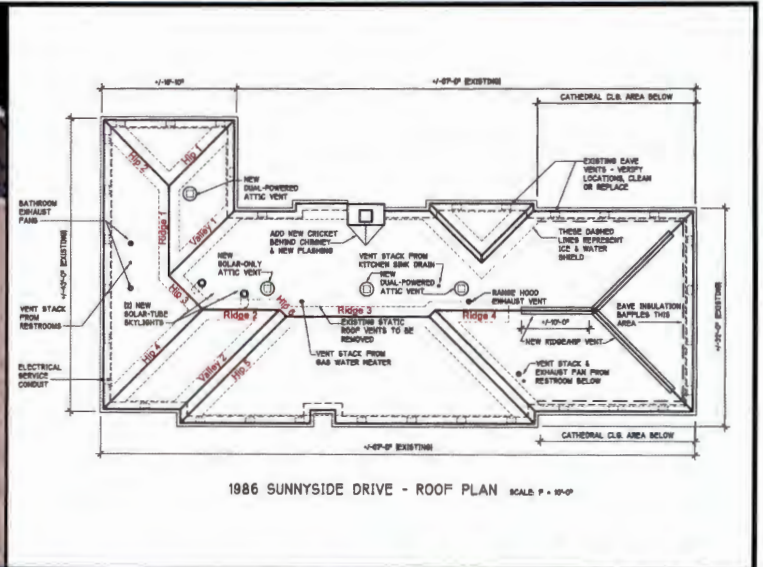
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AT TIMES, WHEN YOU INVEST YOUR LIFE, INTO HELPING SOMEONE YOU LOVE, REACH THEIR DREAMS, YOU STILL LACK WHAT THEY NEED THE MOST.









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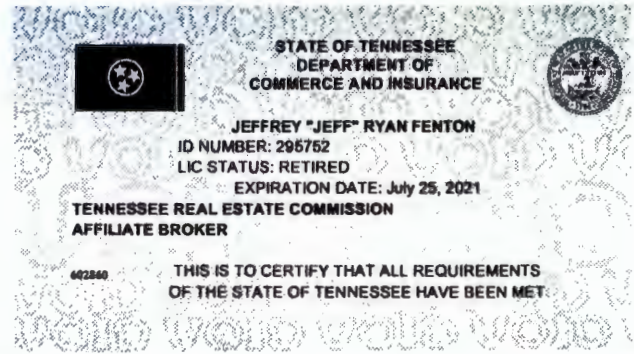




I was a LICENSED Real Estate Agent "Affiliate Broker" in the State of Tennessee for SEVENTEEN (17) Years (until long after our divorce), with access to hundreds of millions of dollars worth of inventory, without ever a single complaint or issue of any sort! Everyone who worked with me: clients, lenders, property owners, investors, inspectors, contractors, buyers, both unrepresented and with their agents, co-workers, paralegals and closing attorneys, had only the greatest of respect for me and my work.

Neither my ex-wife nor I know of anyone who gave people more for their money, or worked in their client's best interests, more than I did!

c/oJEFFREY "JEFF" RYAN FENTON
1986 SUNNYSIDE DRIVE
BRENTWOOD, TN 37027



My marketing was second to none, as were my contract skills. My attention to detail and background in both printing, graphic arts, and amateur web design, brought compliments from competing agents who were recognized as the "best" from their firms. I devoted two-weeks (80+ hours) to marketing each and every listing I had, while most agents would never dream of investing that much time. But I listed every house to SELL, and every house I did, for top-dollar with minimal time on the market, except for ONE condo, during my 17-Years.

I quit working as a full-time agent upon the realization that 60% of the business was getting the listing not selling it. While a politician I am not.

Attorney Virginia Lee Story made me out to be a "monster" in Judge Michael W. Binkley's Court, with ZERO history to substantiate ANY of it, just her WORD. She lied repeatedly about matters of Real Estate Law, Binkley never once corrected her or exercised his judicial supervisory DUTY.



To view more pictures of this breathtaking property, please visit our website at Brentwood21.com.



- Arden Woods -
6393 Chartwell Court
Brentwood, Tennessee



License Search and Verification

License verification is moving to [License, Permit, Registration Search](#) on August 15, 2021.

For best results, please limit the number of search fields. Only exact matches will be displayed. You may need to try different variations of search terms. e.g., "Smith and Smith Construction" and "Smith & Smith Construction." If any name has an apostrophe in it, please replace the apostrophe with a percent sign, entering "Smith's Auto Shop" as "Smith%'s Auto Shop."

After you submit the search form, your results will appear below the form in this window (the form will remain for your reuse)...if you cannot see the results below, please scroll further down the search form.

For self-insured workers' compensation, or other reports, please submit to the [Public Record Request form](#).

[<< Click Here To Go Back To The Search Page](#)

License Details	
License Status	Expired
License #	295752
License ID	295752
Expiration Date	Jul 25 2021
Original Date	Dec 9 2004
Profession Code	2501
Profession Name	Real Estate Agent
First Name	JEFFREY "JEFF"
Middle Name	RYAN
Last Name	FENTON
City	BRENTWOOD
State	TN
Zip Code	37027
Rank	Affiliate Broker

License Activity Description Expired-Grace

Continuing Education

License ID	Course Name	Provider Name	End Date	Credit Hours
295752	TREC CORE 2015-2016(PP)	MCKISSOCK, INC	Jul 24 2015	6
295752	SUCCESS IN COMM REALESTATE(CR	CCIM INSTITUTE	Jul 24 2014	16
295752	2013-2014 TREC CORE(1338) (I)	MCKISSOCK, INC	Jul 2 2013	6
295752	LEINS,TAXES & FORECLOSURES(I)	MCKISSOCK, INC	Jul 2 2013	4
295752	NATL MARK,NEG,CLOSE SALE (I)	MCKISSOCK, INC	Jul 2 2013	3
295752	SHORT SALES (I)	MCKISSOCK, INC	Jul 2 2013	3
295752	EFFECTIVE LISTING PRES (I)	MCKISSOCK, INC	Jul 3 2011	4
295752	TREC CORE 11/12 (1338) (I)	MCKISSOCK, INC	Jul 1 2011	6
295752	SHORT SALES (I)	MCKISSOCK, INC	Jun 29 2011	3
295752	FHA 203K RENOV LOAN (CR)	REAL ESTATE LEADERSHIP SCHOOL	Apr 12 2011	3
295752	CONCISE GUIDE TO RE TAX (I)	MCKISSOCK, INC	Jan 16 2009	4
295752	LOAN TYPES/INSTRU OF FIN (I)	MCKISSOCK, INC	Jan 7 2009	3
295752	TITLE INSURANCE/CURRENT (I)	MCKISSOCK, INC	Dec 31 2008	2
295752	TAX OF R E CAPITAL GAIN (I)	MCKISSOCK, INC	Dec 30 2008	3
295752	TREC CORE 07/08 (1338)(I)	MCKISSOCK, INC	Dec 29 2008	4

Department of Commerce & Insurance Administration License Roster Search

<https://verify.tn.gov/Details.aspx>

295752	APPRAISAL PROCESS AGENTS (DB)	MCKISSOCK, INC	Oct 23 2006	4
295752	TREC CORE 05/06 (1338)(I)	MCKISSOCK, INC	Oct 17 2006	4
295752	REALTRACS PLUS (CR)	REALTRACS SOLUTIONS (MTRMLS,INC)	Jun 5 2006	2
295752	BECAUSE IT'S RIGHT THING (CR)	WILLIAMSON COUNTY ASSN. OF REALTORS	May 18 2006	4
295752	WHAT YOU SAY WILL HURT U (CR)	WILLIAMSON COUNTY ASSN. OF REALTORS	May 18 2006	2
295752	COURSE FOR NEW AFFILIATES(CR)	NASHVILLE SCHOOL OF REAL ESTATE	Aug 13 2004	30
295752	REAL ESTATE FUNDAMENTALS (CR)	NASHVILLE SCHOOL OF REAL ESTATE	Aug 6 2004	60



550 William Northern Blvd., P.O. Box 1210
Tullahoma, Tennessee 37388
(931)455-5441

ACCOUNT NUMBER		PAGE
2576580		1
01APR10		30APR10
SOCIAL SECURITY NUMBER	FROM	TO
	STATEMENT PERIOD	
KN E-STMT		

FAWN FENTON
JEFFREY R FENTON
P.O. BOX 111777
NASHVILLE TN 37222

MORTGAGE SPECIAL!

Now through May 31 or until allocated funds are depleted, Ascend is offering a great mortgage special. Visit ascendfcu.org or call 1-800-342-3086 for details.

NOTICE: See reverse side for important information

SHARE Suffix 0 OUR JOINT REAL ESTATE INVESTMENT HOLDING FUND FOR OUR MARITAL RESIDENCE AT: 1986 SUNNYSIDE DR, BRENTWOOD, TN 37027 Purchase Closed on 4/29/2011	Your balance at the beginning of the period.....\$ 12049.92 28APR DEPOSIT-ACH-A-INVEST MY Premarital Retirement Funds 9758.76 = 21808.68 VGI-REIT IX IN (INVESTMENT) 28APR DEPOSIT-ACH-INVESTMENT (After the 2008 Market Crisis) 8023.32 = 29832.00 VGI-STR EQUITY (INVESTMENT) 30APR DIVIDEND through 30APR2010 11.93 = 29843.93 ANNUAL PERCENTAGE YIELD EARNED: 1.05% FOR A 30 DAY PERIOD Average Daily Balance: 13828.13 Your new balance on 30APR10.....\$ 29843.93 <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"></td> <td style="width: 20%; text-align: center;">Total for this period</td> <td style="width: 20%; text-align: center;">Total year-to-date</td> </tr> <tr> <td>TOTAL OVERDRAFT ITEM FEES</td> <td style="text-align: center;">0.00</td> <td style="text-align: center;">0.00</td> </tr> <tr> <td>TOTAL RETURNED ITEM FEES</td> <td style="text-align: center;">0.00</td> <td style="text-align: center;">0.00</td> </tr> </table> Dividends Paid To You In 2010 On Suffix 0 \$ 46.01 <hr/> No. 1002576580.. Balance at the beginning of the period.....\$ 611.75 Additions and miscellaneous withdrawals: 30APR DIVIDEND through 30APR2010 0.20 ANNUAL PERCENTAGE YIELD EARNED: 0.40% FOR A 30 DAY PERIOD Average Daily Balance: 611.75 0 Withdrawals = 0.00 1 Deposits = 0.20 0 Drafts Cleared Your new balance on 30APR10.....\$ 611.95 <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"></td> <td style="width: 20%; text-align: center;">Total for this period</td> <td style="width: 20%; text-align: center;">Total year-to-date</td> </tr> <tr> <td>TOTAL OVERDRAFT ITEM FEES</td> <td style="text-align: center;">0.00</td> <td style="text-align: center;">0.00</td> </tr> <tr> <td>TOTAL RETURNED ITEM FEES</td> <td style="text-align: center;">0.00</td> <td style="text-align: center;">0.00</td> </tr> </table> Dividends Paid To You In 2010 On Suffix 7 \$ 0.95 To report a lost or stolen Freedom (Visa Check) Card after Credit Union Business Hours, call 1-800-250-9655. <hr/> Your Financial Summary Your total Draft balances.....\$ 611.95 Your total Share balances.....\$ 29,843.93 YTD Tax Summary YEAR-TO-DATE INFORMATION FOR TAX PURPOSES: Total non-IRA dividends earned (May be reported to IRS as interest for this calendar year)..\$ 46.96		Total for this period	Total year-to-date	TOTAL OVERDRAFT ITEM FEES	0.00	0.00	TOTAL RETURNED ITEM FEES	0.00	0.00		Total for this period	Total year-to-date	TOTAL OVERDRAFT ITEM FEES	0.00	0.00	TOTAL RETURNED ITEM FEES	0.00	0.00
	Total for this period	Total year-to-date																	
TOTAL OVERDRAFT ITEM FEES	0.00	0.00																	
TOTAL RETURNED ITEM FEES	0.00	0.00																	
	Total for this period	Total year-to-date																	
TOTAL OVERDRAFT ITEM FEES	0.00	0.00																	
TOTAL RETURNED ITEM FEES	0.00	0.00																	

We lived under the SPIRITUAL PRINCIPAL of the "TWO becoming ONE at MARRIAGE". Throughout the ENTIRE DURATION of OUR MARRIAGE. Until after my ex-wife unnecessarily, prematurely, and irresponsibly ABANDONED our Marital Residence. (It was 2,500 SqFt, and NOT a hostile environment.)

ALL of our ASSETS and DEBTS were ALWAYS Held as ONE "Tenancy by Entirety". Regardless of whose NAME either were technically in. Those choices were strategically for the BENEFIT of BOTH of US! (Whether for preferential interest rates, risk mitigation, etc... which was EQUALLY for BOTH OUR BENEFIT!) It was a matter of "OUR LEFT POCKET" vs "OUR RIGHT POCKET". NEVER "HERS" or "MINE"!

*ASTERISK NEXT TO

2010 Form 1099-R

Distributions From Pensions, Annuities, Retirement or Profit-Sharing Plans, IRAs, Insurance Contracts, etc.

1-800-862-2739

PAGE 2 OF 3

Vanguard

P.O. BOX 2600 · VALLEY FORGE, PA 19482-2600

JEFFREY RYAN FENTON
PO BOX 111777
NASHVILLE TN 37222-1777

PAYER'S name
Vanguard Fiduciary Trust Company

PAYER'S federal identification number
23-2640992

RECIPIENT'S identification number
XXX-XX-5069

This information is being furnished to the Internal Revenue Service,
 Department of the Treasury - Internal Revenue Service

Plan Name			Fund Name			Account number		
Box 1: Gross distribution	Box 2a: Taxable amount	Box 2b: Taxable amount not determined	Box 4: Federal income tax withheld	Box 7: Distribution code(s)	IRA/SEP/SIMPLE	Box 10: State tax withheld	Box 11: State/Payer's state no.	Box 12: State distribution
<div style="border: 2px solid black; padding: 10px; text-align: center;"> <p>JEFF'S TOTAL RETIREMENT DISTRIBUTION (After 2007-2008 Financial Crisis) DEPOSITED IN ASCEND JOINT HOUSE INVESTMENT FUND on 4/25/2010</p> <p>\$17,782.08</p> </div>								
ROTH IRA								
STRATEGIC EQUITY FUND	8,023.32	X	0.00	J				
REIT INDEX FUND INV	9,758.76	X	0.00	J				

Form 1099-R
 OMB No. 1545-0119

Copy B Report this income on your federal tax return. If this form shows federal income tax withheld in box 4, attach this copy to your return.

2-3

01035809





Vanguard

Confirmation



Confirmation number W206391736

Thank you. You can print this page for your records.

Vanguard received your transaction on **04/24/2010**, at **3:58 a.m.**, Eastern time.

Redemption requests received before **4 p.m.**, Eastern time, are processed the same business day, and your money should be delivered to your bank in two business days. Requests received after **4 p.m.**, Eastern time, are processed the next business day, and your money should be delivered to your bank in three business days.

Your Vanguard account will reflect the redemption the day after it is processed.

You'll receive confirmation of this transaction electronically, with an e-mail notification sent at the end of the day on which your request is processed.

Notice of your confirmation will be sent to the Web-registered address below. You can [change your e-mail address](#) at any time.

E-mail address **Business@FentonMail.com**

Fund information

Account **Jeffrey Ryan Fenton—Roth IRA**

Fund name **REIT Index Fund Inv (VGSIX)**

Fund & account **0123-09984339759**

Method and amount

Sale amount **100%**

Redemption method **Electronic Bank Transfer**

Fee information

Redemption fee **\$0.00**

Restrictions

Restricted until **06/25/2010**

Information on Vanguard's frequent-trading policy is available in each fund's prospectus. You can review our [redemption policies](#). **06/25/2010**.

Bank instructions

Routing number **264181626**

Vanguard - Confirmation

Name of bank	ASCEND FCU
Bank account number	*****6580
Bank account type	Savings (JOINT HOUSE INVESTMENT FUND)
Bank account registration	Jeffrey R Fenton
	Fawn Fenton

Withholding information	
Federal withholding	Do not withhold

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Confirmation



Confirmation number W206391261

Thank you. You can print this page for your records.

Vanguard received your transaction on 04/24/2010, at 4:02 a.m., Eastern time.

Redemption requests received before 4 p.m., Eastern time, are processed the same business day, and your money should be delivered to your bank in two business days. Requests received after 4 p.m., Eastern time, are processed the next business day, and your money should be delivered to your bank in three business days.

Your Vanguard account will reflect the redemption the day after it is processed.

You'll receive confirmation of this transaction electronically, with an e-mail notification sent at the end of the day on which your request is processed.

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E-mail address Business@FentonMail.com

Fund information

Account Jeffrey Ryan Fenton—Roth IRA

Fund name Strategic Equity Fund (VSEQX)

Fund & account 0114-09984339759

Method and amount

Sale amount 100%

Redemption method Electronic Bank Transfer

Restrictions

Restricted until 06/25/2010

Information on Vanguard's frequent-trading policy is available in each fund's prospectus. You can review our redemption policies. 06/25/2010.

Bank instructions

Routing number 264181626

Name of bank ASCEND FCU

Bank account number *****6580

Bank account type Savings (JOINT HOUSE INVESTMENT FUND)

Vanguard - Confirmation

Bank account registration	Jeffrey R Fenton
	Fawn Fenton

Withholding information

Federal withholding	Do not withhold
---------------------	-----------------

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550 William Northern Blvd., P.O. Box 1210
Tullahoma, Tennessee 37388
(931)455-5441

ACCOUNT NUMBER		PAGE
2576580		1
01OCT09		31OCT09
SOCIAL SECURITY NUMBER	FROM	TO
	STATEMENT PERIOD	
KN E-STMT		

****REQUIRED CARD ACT NOTIFICATION****
Please note that your loan payment will not be considered late until the 24th of the month. *This applies only to loans under an open end plan. *This does not apply to closed end Real Estate, Indirect Auto and Credit Card loans or loans currently delinquent. *This does not apply to loans with payments that are due after the 24th of month.

FAWN FENTON
JEFFREY R FENTON
P.O. BOX 111777
NASHVILLE TN 37222

NOTICE: See reverse side for important information

SHARE Suffix 0 OUR JOINT REAL ESTATE INVESTMENT HOLDING FUND FOR OUR MARITAL RESIDENCE AT: 1986 SUNNYSIDE DR, BRENTWOOD, TN 37027 Purchase Closed on 4/29/2011	Your balance at the beginning of the period.....\$ 620.58 05OCT WITHDRAWAL E-Branch -600.00 = 20.58 Transfer "STD" 600.00 to share 7 20OCT DEPOSIT 453.02 = 473.60 DBO Deposit Funds Transfer From 064005203 20OCT WITHDRAWAL -453.02 = 20.58 DBO Withdraw Funds For Credit Distribution 23OCT DEPOSIT Fawn's Premarital Retirement Funds 10797.02 = 10817.60 31OCT DIVIDEND through 31OCT2009 (After the 2008 Market Crisis) 3.16 = 10820.76 ANNUAL PERCENTAGE YIELD EARNED: 1.16% FOR A 31 DAY PERIOD Average Daily Balance: 3232.62 Your new balance on 31OCT09.....\$ 10820.76 Dividends Paid To You In 2009 On Suffix 0 \$ 42.41
AUTO Loan 1 Prius Paid Off from Fawn's Vanguard Retirement Remainder Deposited for Marital Residence	Your balance at the beginning of the period.....\$ 1793.13 4.75% ***ANNUAL PERCENTAGE RATE*** .013014% Daily Periodic Rate **FINANCE** (PAYMENT)**CHARGE**PRINCIPAL 20OCT PAYMENT (453.02) 6.77 446.25 = 1346.88 DBO distribution \$453.02 from account ****580...064005203 23OCT PAYMENT (1347.41) 0.53 1346.88 = 0.00 Your new balance on 31OCT09.....\$ 0.00 FINANCE CHARGES PAID IN 2009 ON LOAN 1 \$ 65.53
SHARE DRAFT Suffix 7	No. 1002576580. Balance at the beginning of the period....\$ 10.26 Additions and miscellaneous withdrawals: 05OCT DEPOSIT E-Branch 600.00 Transfer "STD" 600.00 from share 0 31OCT DIVIDEND through 31OCT2009 0.23 ANNUAL PERCENTAGE YIELD EARNED: 0.51% FOR A 31 DAY PERIOD Average Daily Balance: 532.84 0 Withdrawals = 0.00 2 Deposits = 600.23 0 Drafts Cleared Your new balance on 31OCT09.....\$ 610.49 Dividends Paid To You In 2009 On Suffix 7 \$ 0.48 To report a lost or stolen Freedom (Visa Check) Card after Credit Union Business Hours, call 1-800-250-9655.
Your Financial Summary	Your total Draft balances.....\$ 610.49 Your total Share balances.....\$ 10,820.76 Your total Loan balances.....\$ 0.00
YTD Tax Summary	YEAR Total (May Total

We lived under the SPIRITUAL PRINCIPAL of the "TWO becoming ONE at MARRIAGE". Throughout the ENTIRE DURATION of OUR MARRIAGE. Until after my ex-wife unnecessarily, prematurely, and irresponsibly ABANDONDED our Marital Residence. (It was 2,500 SqFt, and NOT a hostile environment.)

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*ASTERISK NEXT TO

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Deposit Slip Copy

Ascend

Federal Credit Union

Raising Possibilities

ASCEND FEDERAL CREDIT UNION
P.O. BOX 1210
TULLAHOMA
TN 37388

ACCT: 2576580
FAWN FENTON

ACCOUNT-SF	AMOUNT	SEQ	
TO AUTO			
2576580-L1	1347.41	181	← amount put towards Prius
BALANCE:	0.00		← current car loan resulting balance
PREVIOUS:	1346.88		
PRINCIPAL:	1346.88		← amount owed on car to date
INTEREST:	0.53		
CARRYOVER:	10797.02		← remainder of Vanguard checks
TO SHARE			
2576580-S0	10797.02	182	← Vanguard checks remainder deposit to Savings
BALANCE:	10817.60		← current resulting savings balance
PREVIOUS:	20.58		
AVAILABLE:	10812.60		

CHECKS:	12144.43		← Total Vanguard checks

7092588 23 OCT 09 11:54 AM
BR 8 TLR 754

IMPORTANT NOTICE

REMINDER: Ascend Federal Credit Union does not guarantee funds for checks drawn on other financial institutions. Please remember that even after funds have been made available to you, and you have withdrawn the funds, you are still responsible for checks you deposit or cash that are returned to us unpaid for any other problems involving your transaction.

FAWN'S TOTAL RETIREMENT DISTRIBUTION
(After 2007-2008 Financial Crisis)
DEPOSITED IN ASCEND JOINT
HOUSE INVESTMENT FUND
on 10/23/2009

\$12,144.43

2009 Form 1099-R

Distributions From Pensions, Annuities, Retirement or Profit-Sharing Plans, IRAs, Insurance Contracts, etc.



P.O. BOX 2600 - VALLEY FORGE, PA 19482-2600

PAGE 1 of 1

1-888-285-4563

FAWN TIFFANY FENTON
 PO BOX 111777
 NASHVILLE TN 37222-1777

PAYER'S name
 Vanguard Fiduciary Trust Company

PAYER'S federal identification number
 23-2640992

RECIPIENT'S identification number
 [REDACTED] - 2065

This information is being furnished to the Internal Revenue Service.
 Department of the Treasury - Internal Revenue Service

Plan Name		Account number			Box 10:	Box 11:	Box 12:	
Box 1:	Box 2a:	Box 2b:	Box 4:	Box 7:	IRA/	State tax	State / Payer's	State
Gross distribution	Taxable amount	Taxable amount not determined	Federal income tax withheld	Distribution code(s)	SEP/SIMPLE	withheld	state no.	distribution
ROTH IRA								
REIT INDEX FUND INV	2,984.96	X	88016994559 0.00	J				
TARGET RETIREMENT 2035	5,235.30	X	88016994559 0.00	J				
DIVERSIFIED EQUITY INV	3,924.17	X	88016994559 0.00	J				

FAWN'S TOTAL RETIREMENT DISTRIBUTION
 (After 2007-2008 Financial Crisis)
DEPOSITED IN ASCEND JOINT
HOUSE INVESTMENT FUND
 on 10/23/2009

\$12,144.43

Form 1099-R
 OMB No. 1545-0119

Copy B Report this income on your federal tax return. If this form shows federal income tax withheld in box 4, attach this copy to your return.



Vanguard

OCTOBER 13, 2009

**Vanguard Diversified Equity Fund
Investor Shares**

FAWN TIFFANY FENTON
PO BOX 111777
NASHVILLE TN 37222-1777



VFTC - CUSTODIAN ROTH IRA

ACCOUNT VALUE
\$.00

**CHECK
CONFIRMATION**

FUND NUMBER 608
ACCOUNT NUMBER 88016994559
CHECK NUMBER 15491307

ACCOUNT SERVICE
CALL 1-800-662-2739

Trade Date	Transaction Description	Dollar Amount	Share Price	Share Amount	Shares Owned
10/13	BEGINNING BALANCE				228.548
	Early roth distribution	-3,924.17	17.17	-228.548	

PAID THIS CALENDAR YEAR Income Dividends + Short-term Gains + Long-term Gains = TOTAL DISTRIBUTIONS



Detach this confirmation and retain for your records before cashing or depositing check.

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND-NOT A WHITE BACKGROUND

REDEMPTION CHECK

**Vanguard Diversified Equity Fund
Investor Shares**

Check Number 15491307 Date Of Check 10/13/2009 88016994559

Dollars	Cents
3,924	17

Pay To The Order Of
FAWN TIFFANY FENTON

60-182
433

PAYABLE AT
PNC BANK
PNC BANK, National Association
JEANNETTE, PA

Please cash this check within six (6) months.

Vanguard

Richard D. Carpenter
Authorized Signature

⑈0015491307⑈ ⑆043301627⑆ 1002419133⑈



Vanguard

OCTOBER 13, 2009

**Vanguard REIT Index Fund
Investor Shares**

FAWN TIFFANY FENTON
PO BOX 111777
NASHVILLE TN 37222-1777



VFTC - CUSTODIAN ROTH IRA

ACCOUNT VALUE
\$.00

**CHECK
CONFIRMATION**

FUND NUMBER 123
ACCOUNT NUMBER 88016994559
CHECK NUMBER 15490981

ACCOUNT SERVICE
CALL 1-800-862-2739

Trade Date	Transaction Description	Dollar Amount	Share Price	Share Amount	Shares Owned
	BEGINNING BALANCE				220.781
10/13	Early roth distribution	-2,984.96	13.52	-220.781	
PAID THIS CALENDAR YEAR					
	Income Dividends	+			
		96.44			
	Short-term Gains	+			
	Long-term Gains	=			
	TOTAL DISTRIBUTIONS				96.44



Detach this confirmation and retain for your records before cashing or depositing check.

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REDEMPTION CHECK

**Vanguard REIT Index Fund
Investor Shares**

Check Number 15490981
Date Of Check 10/13/2009
88016994559

Dollars	Cents
2,984	96

Pay To The Order Of
FAWN TIFFANY FENTON

00-182
433

PAYABLE AT
PNC BANK
PNC BANK, National Association
JEANNETTE, PA

Please cash this check within six (6) months.

Vanguard

Richard D. Carpenter
Authorized Signature

⑈0015490981⑈ ⑆043301627⑆ 1002419133⑈



Vanguard

OCTOBER 13, 2009

Vanguard Target Retirement 2035 Fund

FAWN TIFFANY FENTON
 PO BOX 111777
 NASHVILLE TN 37222-1777



VFTC - CUSTODIAN ROTH IRA

ACCOUNT VALUE
 \$. 00

**CHECK
 CONFIRMATION**

FUND NUMBER 305
ACCOUNT NUMBER 88016994559
CHECK NUMBER 15491088

ACCOUNT SERVICE
 CALL 1-800-862-2739

Trade Date	Transaction Description	Dollar Amount	Share Price	Share Amount	Shares Owned
10/13	BEGINNING BALANCE				456.037
	Early roth distribution	-5,235.30	11.48	-456.037	

PAID THIS CALENDAR YEAR Income Dividends + Short-term Gains + Long-term Gains = TOTAL DISTRIBUTIONS



Detach this confirmation and retain for your records before cashing or depositing check.

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND-NOT A WHITE BACKGROUND

REDEMPTION CHECK

Vanguard Target Retirement 2035 Fund

Check Number: 15491088 Date of Check: 10/13/2009 88016994559

Dollars	Cents
5,235	30

Pay To The Order Of
FAWN TIFFANY FENTON

60-182
 433

PAYABLE AT
PNC BANK
 PNC BANK, National Association
 JEANNETTE, PA

Please cash this check within six (6) months.

Vanguard

Richard D. Carpenter
 Authorized Signature

⑈0015491088⑈ ⑆043301627⑆ 1002419133⑈



520 Airpark Drive, P.O. Box 1210
Tullahoma, Tennessee 37388
(931)455-5441

ACCOUNT NUMBER		PAGE
2576580		1
01MAR11		31MAR11
SOCIAL SECURITY NUMBER	FROM	TO
	STATEMENT PERIOD	

KN E-STMT

The Best Financing for Your Home!
From April 15 to June 10 or until allocated funds are depleted, Ascend is offering a great mortgage special. Visit ascendfcu.org or call 800-342-3086 for details.

FAWN FENTON
JEFFREY R FENTON
P.O. BOX 111777
NASHVILLE TN 37222

NOTICE: See reverse side for important information

SHARE Suffix 0 OUR JOINT REAL ESTATE INVESTMENT HOLDING FUND FOR OUR MARITAL RESIDENCE AT: 1986 SUNNYSIDE DR, BRENTWOOD, TN 37027 Purchase Closed on 4/29/2011	Your balance at the beginning of the period.....\$ 42117.72 12MAR* DEPOSIT 2885.00 = 45002.72 31MAR DIVIDEND through 31MAR2011 22.41 = 45025.13 ANNUAL PERCENTAGE YIELD EARNED: 0.60% FOR A 31 DAY PERIOD Average Daily Balance: 43979.01									
	Your new balance on 31MAR11.....\$ 45025.13									
	<table border="1"> <tr> <td></td> <td>Total for this period</td> <td>Total year-to-date</td> </tr> <tr> <td>TOTAL OVERDRAFT ITEM FEES</td> <td>0.00</td> <td>0.00</td> </tr> <tr> <td>TOTAL RETURNED ITEM FEES</td> <td>0.00</td> <td>0.00</td> </tr> </table>		Total for this period	Total year-to-date	TOTAL OVERDRAFT ITEM FEES	0.00	0.00	TOTAL RETURNED ITEM FEES	0.00	0.00
		Total for this period	Total year-to-date							
	TOTAL OVERDRAFT ITEM FEES	0.00	0.00							
	TOTAL RETURNED ITEM FEES	0.00	0.00							
	Dividends Paid To You In 2011 On Suffix 0 \$ 63.22									
	=====									
	SHARE DRAFT Suffix 7	No. 1002576580. Balance at the beginning of the period.....\$ 609.97 Additions and miscellaneous withdrawals: 31MAR DIVIDEND through 31MAR2011 0.05 ANNUAL PERCENTAGE YIELD EARNED: 0.10% FOR A 31 DAY PERIOD Average Daily Balance: 609.97								
		0 Withdrawals = 0.00 1 Deposits = 0.05 0 Drafts Cleared Your new balance on 31MAR11.....\$ 610.02								
<table border="1"> <tr> <td></td> <td>Total for this period</td> <td>Total year-to-date</td> </tr> <tr> <td>TOTAL OVERDRAFT ITEM FEES</td> <td>0.00</td> <td>0.00</td> </tr> <tr> <td>TOTAL RETURNED ITEM FEES</td> <td>0.00</td> <td>0.00</td> </tr> </table>			Total for this period	Total year-to-date	TOTAL OVERDRAFT ITEM FEES	0.00	0.00	TOTAL RETURNED ITEM FEES	0.00	0.00
		Total for this period	Total year-to-date							
TOTAL OVERDRAFT ITEM FEES		0.00	0.00							
TOTAL RETURNED ITEM FEES		0.00	0.00							
Dividends Paid To You In 2011 On Suffix 7 \$ 0.20										
To report a lost or stolen Freedom (Visa Check) Card after Credit Union Business Hours, call 1-800-250-9655.										
=====										
Your Financial Summary		Your total Draft balances.....\$ 610.02 Your total Share balances.....\$ 45,025.13								
	YTD Tax Summary YEAR-TO-DATE INFORMATION FOR TAX PURPOSES: Total non-IRA dividends earned (May be reported to IRS as interest for this calendar year)..\$ 63.42									

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*ASTERISK NEXT TO

Transaction Result Page

Apr. 05, 2011 14:09
POST DATE: Apr. 05, 2011 The transfer of **5,000.00** from 0 : *HOUSE SAVINGS*
To 7 : *TENANT DEPOSITS*
was successful.

Please refer to the following reference information if you have any questions about this transaction.

e-branch Apr. 05, 2011 14:09 Ref: 365729

The following information reflects changes to the accounts or loans involved in this transaction

0 : HOUSE SAVINGS		7 : TENANT DEPOSITS	
Previous Available Balance	45,020.13	Previous Available Balance	610.02
Previous Balance	45,025.13	Previous Balance	610.02
New Available Balance	40,020.13	New Available Balance	5,610.02
New Balance	40,025.13	New Balance	5,610.02


FAWN FENTON CELL 308-4350
 JEFFREY R FENTON
 P.O. BOX 111777
 NASHVILLE, TN 37222

2016
87-8162/2641

APRIL 3, 2011 DATE

PAY TO THE ORDER OF ZEITLIN & CO REALTORS \$ 5000⁰⁰

FIVE THOUSAND ——— ONLY ——— DOLLARS

 **AEDC FEDERAL CREDIT UNION**
Nashville, Tennessee 37214

FOR 1986 SUNNYSIDE EARNEST MONEY Jaw Fenton MP

⑆ 264181626⑆ 10025765800⑈ 2016

DATE	TELLER	TRANSACTION / TYPE	ACCOUNT-SFX	PREV BAL	CHK AMT	END BAL
28APR11	723-176	Cashier's Check Sal	2576580-0		34500.00	
Payee: TOUCHSTONE TITLE AND ESCROW LLC						
	S (0)	SD (7)				
	5525.13	610.02				
	Loan (1)	Loan (85)	Loan (90)			
	0.00	0.00	0.00			

CHECK NO : 219813

TOUCHSTONE TITLE AND ESCROW LLC***



DETACH THIS PORTION BEFORE DEPOSITING

WARNING: THIS CHECK IS PROTECTED BY SECURITY FEATURES. DETAILS ON BACK.



520 Airpark Drive P.O. Box 1210
Tullahoma, Tennessee 37388
(931) 455-5441

28APR11 87-8162
2641

CHECK NO : 219813

AMOUNT

\$ **34500.00

VOID AFTER 90 DAYS

PAYTHE THIRTY FOUR THOUSAND FIVE HUNDRED AND 00/100
SUMOF DOLLARS

PAYTO THE TOUCHSTONE TITLE AND ESCROW LLC***
ORDER OF

Remitter: FAWN FENTON

CASHIER'S CHECK

Caren C. Gehrig
AUTHORIZED SIGNATURE
Alisha L. Conner
2nd SIGNATURE REQUIRED FOR CHECKS OVER \$5,000

⑈00219813⑈ ⑆264181626⑆ 646226183⑈

The Brand Promise

Our brand promise is to educate and help you become an effective financial steward. We deliver this promise by asking you questions and offering our full, undivided attention to understand your current life situation and future plans before offering solutions.

Our tagline is "Raising Possibilities." All that we do to define and differentiate ourselves from other financial institutions derives from this. We want to help you recognize and raise all the possibilities as we assist you with personal financial solutions.





520 Airpark Drive, P.O. Box 1210
 Tullahoma, Tennessee 37388
 (931)455-5441

ACCOUNT NUMBER		PAGE
2576580		1
01APR11		30APR11
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 P.O. BOX 111777
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SHARE Suffix 0 OUR JOINT REAL ESTATE INVESTMENT HOLDING FUND FOR OUR MARITAL RESIDENCE AT: 1986 SUNNYSIDE DR, BRENTWOOD, TN 37027 Purchase Closed on 4/29/2011 After Purchase SHARE DRAFT Suffix 7 Drafts Your Financial Summary YTD Tax Summary	Your balance at the beginning of the period.....\$ 45025.13 05APR WITHDRAWAL E-Branch -5000.00 = 40025.13 Transfer "STD" 5,000.00 to share 7 28APR WITHDRAWAL -34500.00 = 5525.13 30APR DIVIDEND through 30APR2011 18.37 = 5543.50 ANNUAL PERCENTAGE YIELD EARNED: 0.60% FOR A 30 DAY PERIOD Average Daily Balance: 37241.80 Your new balance on 30APR11.....\$ 5543.50									
	<table border="1"> <thead> <tr> <th></th> <th>Total for this period</th> <th>Total year-to-date</th> </tr> </thead> <tbody> <tr> <td>TOTAL OVERDRAFT ITEM FEES</td> <td>0.00</td> <td>0.00</td> </tr> <tr> <td>TOTAL RETURNED ITEM FEES</td> <td>0.00</td> <td>0.00</td> </tr> </tbody> </table>		Total for this period	Total year-to-date	TOTAL OVERDRAFT ITEM FEES	0.00	0.00	TOTAL RETURNED ITEM FEES	0.00	0.00
		Total for this period	Total year-to-date							
	TOTAL OVERDRAFT ITEM FEES	0.00	0.00							
	TOTAL RETURNED ITEM FEES	0.00	0.00							
	Dividends Paid To You In 2011 On Suffix 0 \$ 81.59									
	=====									
	No. 1002576580. Balance at the beginning of the period.....\$ 610.02 Additions and miscellaneous withdrawals: 05APR DEPOSIT E-Branch 5000.00 Transfer "STD" 5,000.00 from share 0 30APR DIVIDEND through 30APR2011 0.08 ANNUAL PERCENTAGE YIELD EARNED: 0.10% FOR A 30 DAY PERIOD Average Daily Balance: 943.35									
	ITEM-----AMOUNT----DATE-----ITEM-----AMOUNT----DATE 2016 5000.00 07APR (* next to number indicates skipped numbers)									
	1 Withdrawals = 5000.00 2 Deposits = 5000.08 1 Drafts Cleared Your new balance on 30APR11.....\$ 610.10									
	<table border="1"> <thead> <tr> <th></th> <th>Total for this period</th> <th>Total year-to-date</th> </tr> </thead> <tbody> <tr> <td>TOTAL OVERDRAFT ITEM FEES</td> <td>0.00</td> <td>0.00</td> </tr> <tr> <td>TOTAL RETURNED ITEM FEES</td> <td>0.00</td> <td>0.00</td> </tr> </tbody> </table>		Total for this period	Total year-to-date	TOTAL OVERDRAFT ITEM FEES	0.00	0.00	TOTAL RETURNED ITEM FEES	0.00	0.00
		Total for this period	Total year-to-date							
	TOTAL OVERDRAFT ITEM FEES	0.00	0.00							
	TOTAL RETURNED ITEM FEES	0.00	0.00							
	Dividends Paid To You In 2011 On Suffix 7 \$ 0.28									
To report a lost or stolen Freedom (Visa Check) Card after Credit Union Business Hours, call 1-800-250-9655.										
=====										
Your total Draft balances.....\$ 610.10 Your total Share balances.....\$ 5,543.50										

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*ASTERISK NEXT TO



**JEFFREY R FENTON
FAWN T FENTON**

PRIORITY CHOICES CHECKING

Account Number: 0000000000102196610

For the Period: 04/08/2011 - 05/06/2011

Beginning Balance	\$3,005.73
Deposits	+ \$20,079.18
Withdrawals	- \$6,178.71
Ending Balance	= \$16,906.20

5 Deposits Totaling \$20,079.18

Date	Amount	Description
4/18/11	\$2,099.59	DEPOSIT
5/2/11	\$2,099.59	DEPOSIT
5/2/11	\$10,105.00	DEPOSIT -Benchmark Realty Commission Fenton Jeff
5/5/11	\$775.00	DEPOSIT
5/5/11	\$5,000.00	DEPOSIT

81 Account Transactions Totaling \$6,178.71

Checks

Date	Amount	Description
4/12/11	\$320.00	000001904
4/14/11	\$85.00	000001893
4/18/11	\$100.00	000001895
4/19/11	\$149.14	000001905
4/19/11	\$131.50	000001894
4/21/11	\$159.01	000001906
5/2/11	\$480.00	000001907
5/3/11	\$85.00	000001908

Other Withdrawals

Date	Amount	Description	Card #
4/8/11	\$14.25	WITHDRAWAL -BK OF AMER VI/MC ONLINE PMT CKF113652653POS	
4/11/11	\$7.86	PURCHASE - SONIC DRIVE IN FRANKLIN TN DATE 04/07REF 244273310977200396	9465
4/11/11	\$26.43	WITHDRAWAL -ATT Payment 468900001EPAYR	9465
4/11/11	\$44.95	PURCHASE - WWW.1AND1.COM 877-4612631 PA DATE 04/06REF 244129010977000003	
4/11/11	\$83.01	POS DB KROGER 9040 04/08 5713 EDMONDSON P NASHVILLE TN	4556

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Date	Amount	Description	Account
4/12/11	\$13.50	POS DB CVS 06434 9040 04/12	4556
		06434-- COOKEVILLE TN	
4/12/11	\$16.57	POS DB WHOLE FOOD 9040 04/11	4556
		4039 HILLSBORO R NASHVILLE TN	
4/12/11	\$24.24	PURCHASE - KROGER #537	9465
		NASHVILLE TN	
		DATE 04/10REF 244457111003002573	
4/12/11	\$25.62	PURCHASE - SHELL OIL 5752	4556
		NASHVILLE TN	
		DATE 04/08REF 243160510995487120	
4/12/11	\$46.16	PURCHASE - LOGANS #489	9465
		NASHVILLE TN	
		DATE 04/09REF 244450011003002573	
4/13/11	\$5.23	PURCHASE - SCHLOTZSKY'S 1	9465
		NASHVILLE TN	
		DATE 04/11REF 242316811022000000	
4/13/11	\$14.17	POS DB SOU MICHAEL 9040 04/12	4556
		719 THOMPSON LN NASHVILLE TN	
4/13/11	\$77.00	WITHDRAWAL -1ST NATL BK OMAH	4556
		CR CRD PMT 3D0C5F5113EFC	
4/14/11	\$21.83	POS DB PETS MARI 9040 04/13	4556
		719 THOMPSON LN NASHVILLE TN	
4/14/11	\$22.82	PURCHASE - LOGANS #489	4556
		NASHVILLE TN	
		DATE 04/11REF 244450011022000899	
4/14/11	\$85.00	POS DB WALGREEN C 9040 04/13	4556
		WEST END & 31ST NASHVILLE TN	
4/14/11	\$199.19	POS DB WAL WAL-MA 9040 04/13	4556
		3717 WAL-SAMS NASHVILLE TN	
4/15/11	\$6.54	PURCHASE - SCHLOTZSKY'S 1	9465
		NASHVILLE TN	
		DATE 04/13REF 242316811042000000	
4/18/11	\$5.59	POS DB USPS 47615 9040 04/18	4556
		USPS 4761580291 NASHVILLE TN	
4/18/11	\$38.00	WITHDRAWAL -COMPASSION INT'L	4556
		DONATIONS 1301489	
4/18/11	\$49.34	POS DB KROGER 9040 04/15	4556
		5713 EDMONDSON P NASHVILLE TN	
4/19/11	\$4.84	PURCHASE - KROGER #537	9465
		NASHVILLE TN	
		DATE 04/17REF 244457111073002846	
4/19/11	\$10.90	PURCHASE - LOWES #02725*	9465
		NASHVILLE TN	
		DATE 04/17REF 246921611070007404	
4/19/11	\$20.18	PURCHASE - LOWES #02725*	9465
		NASHVILLE TN	
		DATE 04/17REF 246921611070007404	
4/19/11	\$26.70	PURCHASE - CASA FIESTA ME	9465
		ANTIOCH TN	
		DATE 04/17REF 240133911070101093	
4/19/11	\$33.50	PURCHASE - SHELL OIL 5752	4556
		NASHVILLE TN	
		DATE 04/15REF 243160511065487170	
4/19/11	\$53.95	PURCHASE - KROGER #537	9465
		NASHVILLE TN	

4/20/11	\$50.53	DATE 04/17REF 244457111073002846 POS DB KROGER 9040 04/19 5713 EDMONDSON P NASHVILLE TN	4556
4/21/11	\$19.12	PURCHASE - EVERGREEN EXPR NASHVILLE TN	4556
4/21/11	\$22.82	DATE 04/19REF 242753911099000190 PURCHASE - LOGANS #489 NASHVILLE TN	4556
4/21/11	\$37.49	DATE 04/18REF 244450011092000937 PURCHASE - BOOKSFREE.COM 703-748-2390 VA	4556
4/21/11	\$186.78	DATE 04/18REF 242236911097024772 WITHDRAWAL -Comcast - Nashvi CABLE SVC 40521808	4556
4/22/11	\$7.64	PURCHASE - BAJA FRESH 101 NASHVILLE TN	4556
4/22/11	\$20.00	DATE 04/19REF 243230111105452420 PURCHASE - ASPCA-PS 800-628-0028 MD	4556
4/22/11	\$45.93	DATE 04/19REF 243889411106703391 POS DB PETSMAST I 9040 04/21 719 THOMPSON LN NASHVILLE TN	4556
4/22/11	\$210.00	CHECKING 170 100409362	4556
4/25/11	\$4.36	POS DB PETSMAST I 9040 04/24 719 THOMPSON LN NASHVILLE TN	4556
4/25/11	\$16.38	PURCHASE - BAR-B-CUTIE NASHVILLE TN	9465
4/25/11	\$61.90	DATE 04/21REF 242107311122068873 POS DB KROGER 9040 04/23 5713 EDMONDSON P NASHVILLE TN	4556
4/25/11	\$106.48	WITHDRAWAL -AT&T PAYMENT 545007448097TNK	4556
4/25/11	\$161.15	WITHDRAWAL -N E S NEAT 05542180263302	4556
4/26/11	\$13.09	PURCHASE - SCHLOTZSKY'S 1 NASHVILLE TN	9465
4/26/11	\$16.75	DATE 04/22REF 242316811132000000 PURCHASE - TACOS Y MARISC NASHVILLE TN	9465
4/26/11	\$21.31	DATE 04/23REF 244310511142007910 PURCHASE - KROGER #537 NASHVILLE TN	9465
4/26/11	\$22.58	DATE 04/24REF 244457111143002302 POS DB WALGREEN C 9040 04/26 WEST END & 31ST NASHVILLE TN	4556
4/27/11	\$13.96	PURCHASE - QDOBA #273 BRENTWOOD TN	4556
4/27/11	\$22.89	DATE 04/25REF 244356511162063990 POS DB PUBLIX SUP 9040 04/26 15544 OLD HICKOR NASHVILLE TN	4556
4/27/11	\$23.92	PURCHASE - RAFFERTY'S #72 NASHVILLE TN	9465
4/27/11	\$32.15	DATE 04/24REF 247619711152747210 POS DB KROGER 9040 04/26 5713 EDMONDSON P NASHVILLE TN	4556

4/27/11	\$95.32	WITHDRAWAL -BANCORPSOUTH ICPAYMENT 000161000417291	4556
4/27/11	\$425.00	WITHDRAWAL -SETTLEMENTONE ACH 041811 62745	4556
4/28/11	\$29.78	PURCHASE - SHELL OIL 5752 NASHVILLE TN DATE 04/25REF 243160511165486310	4556
4/28/11	\$87.25	NOPIN PMTPULSE 9040 04/27 ORCC RALEIGH NC	
4/29/11	\$13.31	POS DB WHOLE FOOD 9040 04/28 4039 HILLSBORO R NASHVILLE TN	4556
5/2/11	\$5.95	PURCHASE - EVERGREEN EXPR NASHVILLE TN DATE 04/28REF 242753911189000199	4556
5/3/11	\$2.69	PURCHASE - SHELL OIL 5752 NASHVILLE TN DATE 04/29REF 243160511205487430	9465
5/3/11	\$13.96	PURCHASE - QDOBA #273 BRENTWOOD TN DATE 05/01REF 244356511222063990	4556
5/3/11	\$15.48	PURCHASE - SONIC DRIVE IN FRANKLIN TN DATE 04/29REF 244273311197200439	9465
5/3/11	\$20.40	PURCHASE - CANTON CHINESE FRANKLIN TN DATE 04/30REF 240710511213301004	9465
5/3/11	\$54.53	POS DB PETSMAI 9040 05/02 719 THOMPSON LN NASHVILLE TN	4556
5/3/11	\$59.30	PURCHASE - SHELL OIL 5752 NASHVILLE TN DATE 04/29REF 243160511205487440	9465
5/3/11	\$93.33	WITHDRAWAL -MTN LAUREL ASSC INS PREM 12170434 ,Fawn	9465
5/4/11	\$7.64	PURCHASE - BAJA FRESH 101 NASHVILLE TN DATE 04/29REF 243230111225452520	4556
5/4/11	\$77.30	POS DB KROGER 9040 05/03 2131 ABBOTT MART NASHVILLE TN	4556
5/5/11	\$210.00	CHECKING 170 100409362	4556
5/6/11	\$22.82	PURCHASE - LOGANS #489 NASHVILLE TN DATE 05/03REF 244450011243001921	4556
5/6/11	\$29.41	PURCHASE - SHELL OIL 5754 NASHVILLE TN DATE 05/03REF 243160511245487710	4556
5/6/11	\$57.88	WITHDRAWAL -METRO WATER UT BILL 005611510147562	4556
5/6/11	\$72.34	WITHDRAWAL -Benchmark Realty Agent Fee Fenton Jeff	4556
5/6/11	\$1,149.37	WITHDRAWAL -WF HOME MTG AUTO PAY 0373217686	4556

First Banking Reserve Summary

Previous Reserve In Use	\$0.00
Periodic Interest Rate	1.5 %
Payments on Reserve	\$0.00

Annual Percentage Rate	18.0 %
Reserve Transactions	\$0.00
Approved Reserve	\$1,000.00
Finance Charge	\$0.00
Available Reserve	\$1,000.00
New Reserve In Use	\$0.00
Average Daily Reserve In Use Subject To FINANCE CHARGE	\$0.00

Daily Balance Account Summary

Date	Balance	Reserve In Use
04/07/11	\$3,005.73	\$0.00
04/08/11	\$2,991.48	\$0.00
04/11/11	\$2,829.23	\$0.00
04/12/11	\$2,351.74	\$0.00
04/13/11	\$2,255.34	\$0.00
04/14/11	\$1,841.50	\$0.00
04/15/11	\$1,834.96	\$0.00
04/18/11	\$3,741.62	\$0.00
04/19/11	\$3,310.91	\$0.00
04/20/11	\$3,260.38	\$0.00
04/21/11	\$2,835.16	\$0.00
04/22/11	\$2,551.59	\$0.00
04/25/11	\$2,201.32	\$0.00
04/26/11	\$2,127.59	\$0.00
04/27/11	\$1,514.35	\$0.00
04/28/11	\$1,397.32	\$0.00
04/29/11	\$1,384.01	\$0.00
05/02/11	\$13,102.65	\$0.00
05/03/11	\$12,757.96	\$0.00
05/04/11	\$12,673.02	\$0.00
05/05/11	\$18,238.02	\$0.00
05/06/11	\$16,906.20	\$0.00

INQUIRY INFORMATION

ALL INQUIRIES FOR BALANCES, GENERAL INFORMATION, ACCOUNT ERRORS, ACCOUNT ACTIVITY, AUTOMATED TELLER MACHINE ACTIVITY AND FIRST CHECK TRANSACTIONS SHOULD BE DIRECTED TO (615)748-8380.

TO REPORT A LOST/STOLEN FIRST CHECK CARD: CALL (615)748-8380 IMMEDIATELY AND FOLLOW THE VOICE PROMPTS, STARTING WITH OPTION #1.

DIRECT INQUIRIES CONCERNING PREAUTHORIZED ELECTRONIC FUNDS TRANSFER TO (615)734-6000.

YOU MAY MAIL INQUIRIES CONCERNING AUTOMATED TELLER MACHINE ACTIVITY, FIRST CHECK TRANSACTIONS, AND PREAUTHORIZED ELECTRONIC FUNDS TRANSFERS TO:

FIRST TENNESSEE BANK N.A. NASHVILLE
 P.O. BOX 28100
 NASHVILLE, TN 37202

INQUIRY INFORMATION

DIRECT INQUIRIES CONCERNING ERRORS FOR FIRST BANKING RESERVE TO:

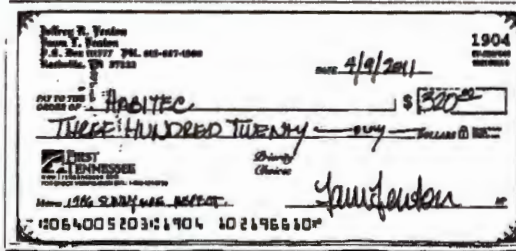
FIRST TENNESSEE BANK
 ATTENTION: FIRST BANKING SUPERVISOR
 P. O. BOX 28100
 NASHVILLE, TN. 37202

A MESSAGE FOR YOU

PROTECTING YOUR FINANCIAL INFORMATION IS VERY IMPORTANT TO US. OUR FRAUD DETECTION SYSTEM USES STATE-OF-THE-ART TECHNOLOGIES TO MONITOR SUSPICIOUS ACTIVITY AND PROTECT YOU 24 HOURS A DAY. IN ADDITION TO EVERYTHING WE DO TO PROTECT YOUR ACCOUNTS, YOU SHOULD ALSO CAREFULLY REVIEW YOUR CHECKING ACCOUNT STATEMENT EACH MONTH. REMEMBER, THE "LIABILITY FOR UNAUTHORIZED TRANSACTIONS" PROVISION IN YOUR DEBIT CARDHOLDER AGREEMENT EXPLAINS HOW TO LIMIT YOUR LIABILITY FOR UNAUTHORIZED TRANSACTIONS RESULTING FROM FRAUDULENT USE OF YOUR DEBIT CARD. IF YOU'RE EVER CONCERNED THAT YOU MIGHT BE A VICTIM OF FRAUD OR IDENTITY THEFT, CALL US. WE'RE AVAILABLE 24 HOURS A DAY AT THE CUSTOMER SERVICE NUMBER SHOWN ABOVE.

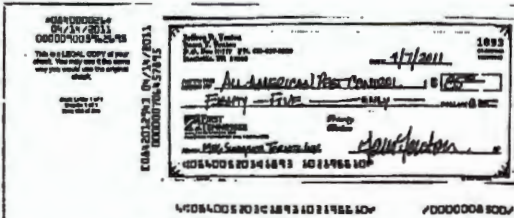
Check Images

Your image cannot be displayed at this time. Please allow 24 hours for your request to be processed, and log back in to see your statement.

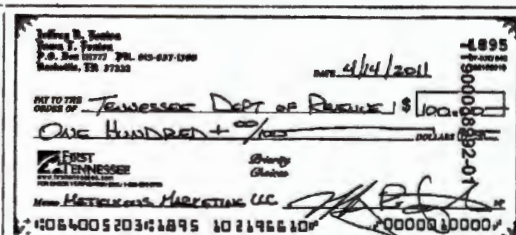


CK: 1904 REF: 92140424 DT: 4/12/11 AMT: \$320.00

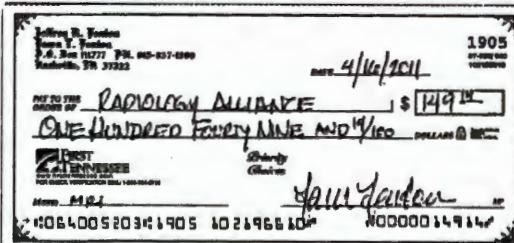
CK: 000001906 REF: null DT: 4/16/12 AMT: \$159.01



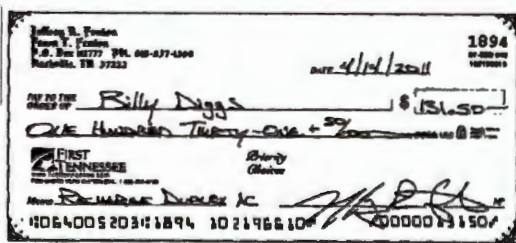
CK: 1893 REF: 34330854 DT: 4/14/11 AMT: \$85.00



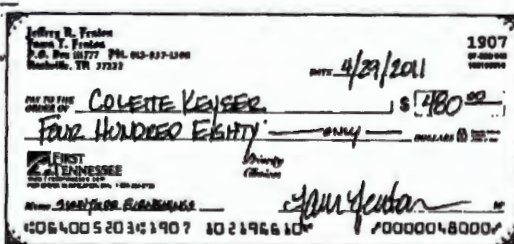
CK: 1895 REF: 29599248 DT: 4/18/11 AMT: \$100.00



CK: 1905 REF: 93587543 DT: 4/19/11 AMT: \$149.14



CK: 1894 REF: 92856740 DT: 4/19/11 AMT: \$131.50



CK: 1907 REF: 92052170 DT: 5/2/11 AMT: \$480.00



CK: 1908 REF: 92321004 DT: 5/3/11 AMT: \$85.00

We lived under the SPIRITUAL PRINCIPAL of the "TWO becoming ONE at MARRIAGE". Throughout the ENTIRE DURATION of OUR MARRIAGE. Until after my ex-wife unnecessarily, prematurely, and irresponsibly ABANDONED our Marital Residence. (It was 2,500 SqFt, and NOT a hostile environment.)

ALL of our ASSETS and DEBTS were ALWAYS Held as ONE "Tenancy by Entirety". Regardless of whose NAME either were technically in. Those choices were strategically for the BENEFIT of BOTH of US! (Whether for preferential interest rates, risk mitigation, etc... which was EQUALLY for BOTH OUR BENEFIT!) It was a matter of "OUR LEFT POCKET" vs "OUR RIGHT POCKET". NEVER "HERS" or "MINE"!

Tennessee Law Course
Property Law

I. Concurrent Ownership in Tennessee

Tennessee law recognizes three (3) forms of concurrent ownership: tenancy by the entirety; joint tenancy with right of survivorship; and tenancy in common. As discussed below, although common law joint tenancy has been abolished in Tennessee, a joint tenancy may still be created as a matter of contract.

A. Tenancy by Entirety

1. While the tenancy in common and joint tenancy with right of survivorship are available in most jurisdictions, tenancy by entirety is recognized in about half of the states. See Joseph William Singer, Property (Aspen Student Treatise Series, 5th Edition), page 360.

2. Ownership as Tenancy by Entirety is only available to married couples. Under Tennessee law, a married couple can own property (both real and personal property) as tenants by the entirety. See *Bryant v. Bryant*, 522 S.W.3d 392, 400 (Tenn. 2017) (citing *Griffin v. Prince*, 632 S.W.2d 532, 534-35 (Tenn. 1982); Tenn. Code Ann. §§ 36-3-505, 31-1-108).

3. A conveyance (in which the 5 unities exist – interest, title, time, possession, and person) to a married couple results in tenancy by the entireties, unless the instrument expressly states that the married couple take ownership by a different form. See *Bryant v. Bryant*, 522 S.W.3d 392, 400 (Tenn. 2017)

4. Characteristics of the Tenancy by Entirety

a) Tenancy by the entirety is based on the concept that those who are married are not separate persons; rather, they "are but one person." *Tindell v. Tindell*, 37 S.W. 1105, 1106 (Tenn. Ct. App. 1896) (quoting *Den v. Hardenbergh*, 10 N.J.L. 42, 45 (1828)); see *Taul v. Campbell*, 15 Tenn. (7 Yer.) 319, 333, 15 Tenn. 318 (1835) (noting that a husband and wife "take but one estate, as a corporation would take, being by the common law deemed but one person").

b) Co-tenants in a tenancy by the entirety do not hold their interest by moieties (by parts), they hold by the entirety: "Each is not seised of an undivided moiety, but both are . . . seised of the whole. They are seised, not *per my et per tout* [by the half and by the whole], but solely and simply *per tout* [by the whole]." *Tindell*, 37 S.W. at 1106 (quoting *Den*, 10 N.J.L. at 45).

c) Accordingly, "When property is held in a tenancy by the entirety, upon the death of one spouse, the survivor continues to own the whole in fee simple," *Bryant* at 400, and the laws of descent and distribution do not apply. *Grahl v. Davis*, 971 S.W.2d 373, 378 (Tenn. 1998) (citing *Sloan v. Jones*, 192 Tenn. 400, 241 S.W.2d 506, 509 (Tenn. 1951)).

d) Because spouses in a tenancy by the entirety are treated as one person, when the property is real estate, a spouse in such a tenancy cannot sever it



unilaterally by transferring a portion of the property without the assent of the other spouse – doing so would destroy the other spouse’s ownership interest in the whole. See Bryant 522 S.W.3d 392, 401 (citing *Tindell*, 37 S.W. at 1106). *But see* In re Estate of Fletcher 538 S.W.3d 444 (Tenn. 2017), which held that when funds are withdrawn from a bank account held by a married couple as tenants by the entirety, such funds cease to be entireties property.

e) This means that a deed of trust/mortgage signed by one spouse only does not create an encumbrance on the real property except as to the signer’s right of survivorship. A judgment lien does not become a lien on the real property (even when recorded as required under Tennessee law). Under Tennessee law, however, a creditor of one spouse may get a lien on the survivorship interest of such debtor -spouse. See *In re Walls*, 45 Bankr. 145 (Bankr. E.D. Tenn. 1984).

RECEIVED BY
Judge Chambers
Date 8-29-19

R.v3 (381-383)

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

FAWN TIFFANY 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.

FYI... my opposing counsel (Virginia Story) WROTE this "Order". This does NOT match "the record as a whole". Please compare the 8/1 & 8/29 Transcripts!

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 **No Choice! Court Deprived Husband of ALL HIS Assets & Income! Deemed "uncollectible" once house was gone!** 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 I understood the term "the Final Hearing in this cause" to be referring to the issues WE had DISCUSSED to date, to Waive Mediation in this cause is appropriate and the same is granted. the results of our Auction & "OP".

AT NO TIME did I understand this to involve the END of our DIVORCE, as we hadn't even BEGUN DISCOVERY yet, which I spent over an hour on the phone with my last counsel to learn how to navigate myself. (Call is recorded as proof!) PLUS Attorney Story had granted my Counsel an EXTENTION (which I have evidence of) on filing the "Divorce Answer and Counter Complaint", so that she could focus on her primary agenda, which was TAKING MY HOUSE!

SO much HORRIBLE FAITH, dishonesty, deceit, bullying, legal trickery, discrimination, bias, all GAMES with NO regard for JUSTICE, that ALL PLEADINGS must do SUBSTANTIAL JUSTICE, with NO RESPECT for ANY RULE OF LAW or my LIFE!

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.

X Husband signed the listing agreement for the martial home with the Auctioneer, **FORCED TO SIGN BY JUDGE BINKLEY, UNDER THE THREAT OF INCARCERATION, without even READING IT!**
X Mr. Tommy Anderson, on August 29, 2019. Wife shall be allowed to sign any further contracts
X Afterwards I NOTIFIED everyone, that I was FORCED to SIGN under DURESS. I Canceled the Listing: NULL & VOID! to effectuate the sale and closings of the property located at 1986 Sunnyside Drive, Franklin, TN
X YET Mr. Tommy Anderson said he was AUCTIONING MY HOME regardless! To do whatever I want! Unethical and illegal! 37069. Husband shall vacate the martial home on or before September 3, 2019 at 12:00 noon. The **JUST FIVE-DAYS NOTICE!**

X Williamson County Sheriff's Office shall have a deputy on standby to ensure that Mr. Fenton is Actually 4-DEPUTIES with their hands on their GUNS, like I was a dangerous FELON! (NEVER arrested in my LIFE!) 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

X filed a Notice with the Court to allow him to file pleadings Pro Se and in the pleadings filed with This is FALSIFYING COURT RECORDS, a FELONY in TN! I EMAILED Attorney Story the TRUTH the Night Before!
X the Court he acknowledged that he had sold a TV gifted to his Wife from her brother for \$1,000
X To CORRECT her "misunderstanding", in hopes of avoiding MORE theatrical FRAUD UPON THE COURT, to DISRUPT!
X and that he had sold a commercial dehumidifier which was at the marital residence for \$2,500.
X SHE smiled at me, LIED ANYWAY, to enrage the Judge, then WROTE THE FRAUD directly into the COURT RECORDS!
X These amounts will be accounted for at the Final Hearing and any other property sold will also be
X The next day, I saw the Court Order, I called the Court to try to correct. Emailed Ms. Story, then she LIED to me AGAIN!
X addressed at the Final Hearing. No further property will be removed by Mr. Fenton and he shall
X FRAUD UPON THE COURT BY OFFICER(S) OF THE COURT - Binkley signed the INCORRECT/FALSIFIED Order!
X tag all items that he would like the Court to consider to be awarded to him. Any items that he does
X PURELY to FURTHER ABUSE me, "under color of law". That's when I lost ALL Respect for Ms. Story and her CRIMES!
X not wish to retain shall be sold at auction or Wife may retain. Pursuant to the Court Order, Wife
X ACTUALLY, according to the 8/1 Court Order,
X has tagged the items that she would request to be awarded when she conducted the walk through
X This was supposed to be completed by 8/11/2019, but WASN'T until 8/23/2019. Costing me a loss of thousands of dollars!
X pursuant to the Court Order from the August 1, 2019. (Order entered by Court on August 14,
X Because the Court had evicted my TENANTS, I had no money to MOVE, so the Court allowed me to SELL what was MINE.
X 2019.) The auction will take place pursuant to said Order of August 14, 2019 which is to be 45
X But my Counsel strongly urged that I NOT SELL ANYTHING until AFTER the "10-Day Walk-through." Since it was done
X days from August 1, 2019 with all proceeds to be deposited into the Clerk's office.
X So LATE, I had no TIME to SELL anything that was MINE, to fund my MOVE. When I returned, much had been STOLEN!
X "Court Orders" (and LAWS in general) were only WEAPONS they used against ME. Ms. Story showed NO CARE for either.


R.v3 (381-383)

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

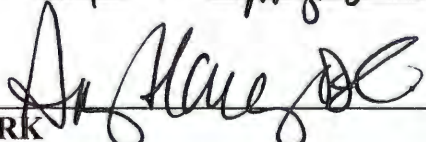
I certify that a true and exact copy of the foregoing was sent courtesy copy to Mr. Jeffrey Fenton, Defendant Pro Se, at 1986 Sunnyside Drive, Brentwood, TN 37027 on this 29th day of August, 2019.



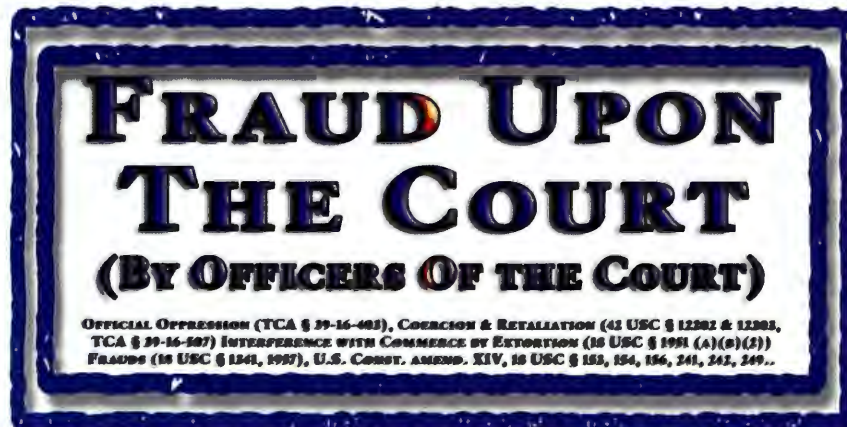
VIRGINIA LEE STORY

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

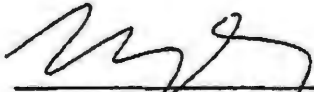


All other matters are reserved pending further Orders of this Court.

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@tlnlaw.org

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

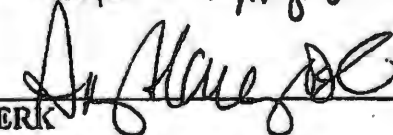
CERTIFICATE OF SERVICE

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

BK: 7790 PG: 956-968
19045383

3 PGS:AL-ORDER	
625804	
10/30/2019 - 09:50 AM	
BATCH	625604
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	15.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	17.00

STATE OF TENNESSEE, WILLIAMSON COUNTY
SHERRY ANDERSON
REGISTERED 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.

PRO SE Parties are NOT Allowed to Participate in this "Proposed Order" / "Agreed Order" / "Alternate Proposed Order" Process, in the 21st Judicial District in Tennessee (though allowed in other Tennessee Judicial Districts). Which means that your highly skilled opposing counsel, who already has a tremendous advantage over most Pro Se litigants, literally gets to WRITE THE COURT ORDERS AGAINST YOU! (With little IF any Accountability or Supervision!) This is DISCRIMINATION against PRO SE and financially disadvantaged people as a matter of COURT POLICY! By the Court's own "LOCAL RULES OF PRACTICE"! This is completely inappropriate, fosters misconduct, and must be changed for the Court to ever claim to honestly be impartial!

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].



www.hndrealty.com

Tommy Anderson
Broker & Auctioneer
TN Lic. #254363

Office: (615) 297-7711
Cell: (615) 969-5819
Fax: (615) 297-7184
Email: tom@tommyanderson.us

EXCLUSIVE AUCTION LISTING

The condition: "For so long as Mortgages are covered." was NOT on this CONTRACT when I signed it. (You can SEE that it is NOT on my Ex-wife's Contract.) It was ILLEGALLY added to the contract AFTER I SIGNED IT.

421 East Iris Drive, Suite 300
Nashville, TN 37204
Firm Lic.# 255602
TN FL #6200

I, we, Owners/Sellers, hereby authorize and give HND AUCTIONS LLC the exclusive right to sell the

There was no DIVORCE DECREE yet. We hadn't even begun DISCOVERY. The Court NEVER heard my side of ANYTHING, or talked about our Divorce!

REAL property known as HOME AND LOT : 1986 SUNNYSIDE DR. BRENTWOOD, TN. 37027
SUNNYSIDE ESTATES, SECTION 3
WILLIAMSON COUNTY, TN.

AS PER DIVORCE DECREE # 48419B

WITHIN SEPTEMBER 2019

THIS PROPERTY IS TO BE SOLD AT ABSOLUTE AUCTION WITH NO BID TO BE REJECTED. Seller agrees not to inflate the bid or initiate or allow initiation of any situation damaging or impeding the normal progression of bidding before or during the auction.

I, we, authorize HND AUCTIONS LLC to accept deposit on purchase price and to execute a binding contract of sale for owner(s) seller(s). It is further agreed that when property is sold, seller will furnish acceptable title insurance, deed and closing statement on all Real Estate.

COURT AUCTION WITHOUT RESERVE *For so long as mortgages are covered.*

The property to be sold on the following terms:

ALL CASH TO SELLER TO BE APPROVED BY COURT. BANK FINANCING TO PUBLIC IF ARRANGED WITH F&M BANK BILLY WINFREE, 10% DOWN AT AUCTION, CLOSE WITHIN 30 DAYS OF SALE

I, we, will pay HND AUCTIONS LLC a commission of SEE BELOW of total selling price on Real Estate NA plus \$3500 for sale expense. The term "sale expense" as herein defined, shall mean: the largest portion of monies allocated herein shall be for advertising said property for sale; however, seller agrees that a portion of the sales expense may be used for other expenses directly related to the auction as deemed necessary by the Auction Company. Seller further agrees to pay the full amount of sale expense as set out above. The sale expense is still due, after advertising schedule is started, if the sale is canceled for any reason or fails to close. If seller fails to pay sale expense for 30 days from billing, seller agrees for Auction Company to place a recorded lien on the property which will show on the title until paid. The lien will bear bank rate of interest at time of recording.

HND AUCTIONS LLC will be held harmless, by the seller, for actions of companies or persons it must deal with in its normal manner of advertising, preparation and conducting the sale.

This is an exclusive right to sell. In case of sale by owner, agent, or any other party before auction advertising has begun, said Company will receive full cash commission on the whole purchase price of said property. After auction advertising has begun, the property will sell by auction method only.

Seller will be responsible for furnishing HND AUCTIONS LLC with accurate information pertaining to the sale of real property prior to advertising in order that a true and accurate presentation shall be made to the public at time of sale.

On real property auctions, Seller agrees to pay, in addition to the other sale expense, tent, set up, and survey costs if HND AUCTIONS LLC determine they are necessary for a successful sale.

Seller will furnish prior to advertising, all information which could effect the transfer of sale of this property such as information regarding all mortgages, easements, restrictions, leases, rents, separate agreements or other encumbrances.

If at any time, the Auction Co., through its brokers or legal counsel, determines that an auction sale of the above listed property is not in the best interest of any party to this agreement, this listing can be voided by the Auction Co. with no recourse from the owner/seller.

COMMENTS: A 6% BUYERS PREMIUM PAID, ADDED TO FINAL BID TO ARRIVE AT CONTRACT PRICE - DIVIDED EQUALLY 3%-3% WITH McARTHUR-SANDERS REALTY, PAT MARLIN, REALTOR/AUCTIONEER

Seller understands that there are no guarantees or warranties by HND AUCTIONS LLC to this agreement, either expressed or implied, other than those set out herein. Seller has read and received a copy of this agreement.

(S) Seller's initial

DATE: _____

SELLER(S) NAME(S) PRINT : FAWN T. FENTON / JEFFRY R. FENTON

Atty Virginia Story

Atty: Charles Duke - Mitchell Miller

SELLERS AUTHORIZATION (S)

SELLERS AUTHORIZATION (S)

MAILING ADDRESS

MAILING ADDRESS

I WAS COERCED INTO SIGNING THIS CONTRACT IN COURT ON 8/29/2019, UNDER PROTEST, AT THE THREAT OF INCARCERATION! Without even having READ the CONTRACT! (Which I don't believe is LEGAL anywhere in the Country!) I emailed the Court, Ms. Beeler, Ms. Story, both Auctioneers, etc... afterwards and told them that I had been forced to sign this contract under extreme duress, without even reading it! Hence my signature was/is NULL AND VOID! Further emphasizing that this "Listing Agreement" is canceled, withdrawn, terminated, immediately!

I explained that I know "LISTING AGREEMENTS" are NOT binding upon a PROPERTY OWNER (except possibly for the broker's fees or losses to date), until there is a fully executed "PURCHASE AND SALE AGREEMENT", which has been acknowledged as received by all parties. Tommy Anderson told me to contact or do whatever I want. That the Auction would take place as planned, regardless. (Nobody cared that it was basically FORGED - they used it anyways!)

My Ex-wife was authorized to sign the CLOSING DOCUMENTS, but NOT the LISTING AGREEMENT! While TN Law says that the COURT CLERK should sign it rather than COERCING an unwilling party. I believe that triggers a "Redemption Period", they were coercing me to avoid. After reading the fraudulent Court Order written by Attorney Virginia Lee Story, she "colored" it as if I had VOLUNTARILY chosen to DISCARD my HOME and RELOCATE to MICHIGAN! FALSE!



www.hndrealty.com

Tommy Anderson
Broker & Auctioneer
TN Lic. #254363
Office: (615) 297-7711
Call: (615) 969-5819
Fax: (615) 297-7184
Email: tom@tommyanderson.us

EXCLUSIVE AUCTION LISTING

421 East Iris Drive, Suite 300
Nashville, TN 37204
Firm Lic.# 255602
TN FL #6200

I, we, Owners/Sellers, hereby authorize and give HND AUCTIONS LLC the exclusive right to sell the

REAL property known as HOME AND LOT: 1986 SUNNYSIDE DR.
BRENTWOOD, TN. 37027
SUNNYSIDE ESTATES, SECTION 3
WILLIAMSON COUNTY, TN.

AS PER DIVORCE DECREE # 48419B

WITHIN SEPTEMBER 2019

THIS PROPERTY IS TO BE SOLD AT ABSOLUTE AUCTION WITH NO BID TO BE REJECTED. Seller agrees not to inflate the bid or initiate or allow initiation of any situation damaging or impeding the normal progression of bidding before or during the auction.

I, we, authorize HND AUCTIONS LLC to accept deposit on purchase price and to execute a binding contract of sale for owner(s) seller(s). It is further agreed that when property is sold, seller will furnish acceptable title insurance, deed and closing statement on all Real Estate.

COURT AUCTION WITHOUT RESERVE

The property to be sold on the following terms: ALL CASH TO SELLER TO BE APPROVED BY COURT. BANK FINANCING TO PUBLIC IF ARRANGED WITH F&M BANK BILLY WINFREE, 10% DOWN AT AUCTION, CLOSE WITHIN 30 DAYS OF SALE

I, we, will pay HND AUCTIONS LLC a commission of SEE BELOW of total selling price on Real Estate NA plus \$3500.00 for sale expense. The term "sale expense" as herein defined, shall mean: the largest portion of monies allocated herein shall be for advertising said property for sale; however, seller agrees that a portion of the sales expense may be used for other expenses directly related to the auction as deemed necessary by the Auction Company.

HND AUCTIONS LLC will be held harmless, by the seller, for actions of companies or persons it must deal with in its normal manner of advertising, preparation and conducting the sale.

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Seller will be responsible for furnishing HND AUCTIONS LLC with accurate information pertaining to the sale of real property prior to advertising in order that a true and accurate presentation shall be made to the public at time of sale.

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Seller will furnish prior to advertising, all information which could effect the transfer of sale of this property such as information regarding all mortgages, easements, restrictions, leases, rents, separate agreements or other encumbrance.

If at any time, the Auction Co., through its brokers or legal counsel, determines that an auction sale of the above listed property is not in the best interest of any party to this agreement, this listing can be voided by the Auction Co. with no recourse from the owner/seller.

COMMENTS: A 6% BUYERS PREMIUM PAID, ADDED TO FINAL BID TO ARRIVE AT CONTRACT PRICE - DIVIDED EQUALLY 3%-3% WITH McARTHUR-SANDERS REALTY, PAT MARLIN, REALTOR /AUCTIONEER

Seller understands that there are no guarantees or warranties by HND AUCTIONS LLC to this agreement, either expressed or implied, other than those set out herein. Seller has read and received a copy of this agreement.

Seller's initial

DATE:

SELLER(S) NAME(S) PRINT : FAWN T. FENTON / JEFFRY R. FENTON

Atty Virginia Story Atty: Charles Duke - Mitchell Miller

SELLERS AUTHORIZATION

MAILING ADDRESS

CITY, ST, ZIP BRENTWOOD TN 37027

PHONE: (615)

SELLERS AUTHORIZATION

MAILING ADDRESS

CITY, ST, ZIP

PHONE:

Jeff Fenton

From: Jeff Fenton
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: Tommy Anderson <tom@tommyanderson.us>
Sent: Saturday, September 21, 2019 6:10 AM
To: Jeff Fenton
Cc: Pat Marlin <pmarlin@mcarthursanders.com>; lisa.marsh@tncourts.gov; elaine.beeler@tncourts.gov; Virginia Story <virginia@tnlaw.org>
Subject: Re: 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!!!

Jeff,
The Absolute Auction is next Saturday September 28th at 10am. Feel free to contact anyone you wish. Our name & reputation in Nashville and all of Williamson County is stellar.

Sincerely,
Tommy Anderson, Broker

From: Jeff Fenton

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 DURESSES, 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 **exwife** and I can expect (if any) to put into OUR pockets, after it is all done and said?

So yes, I understand how this will benefit BCS, and how it will benefit **exwife** 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?

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 CONSCENT 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.

Anyhow, I expressly REVOKE my signature on that listing agreement, and declare it canceled, 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 **exwife** 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 **exwife** 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.)

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 wish you both the BEST in your professional futures!

Sincerely,

Jeff Fenton
1986 Sunnyside Drive
Brentwood, TN 37027

From: Tommy Anderson <tom@tommyanderson.us>
Sent: Friday, September 20, 2019 11:18:24 PM
To: Jeff Fenton
Subject: Re: 11x17 (Ledger) & MARGIN.pdf

It all works well Jeff. My family has been having successful Real Estate Auctions for over 65 years. My dad is Clive Anderson, retired Auction license #1 in the State. Yes it will be on MLS and it is listed nationwide on Proxibid. I have filing cabinets full of closing statements for satisfied customers. We obtain near 90% of Zillow value and that of reasonable list price. I have talked to Bancorp South attorney already. It will sell well.

Sincerely,

Tommy Anderson, Broker/Realtor/Auctioneer
HNDAUCTIONS.COM

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!

For more information, visit:
www.hndauctions.com

To place bids online, visit:
www.proxibid.com/HNDrealty



HND Auctions, LLC
FL #6200

"Whether buying or selling, our dedication and expertise in real estate auctions works for you."

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

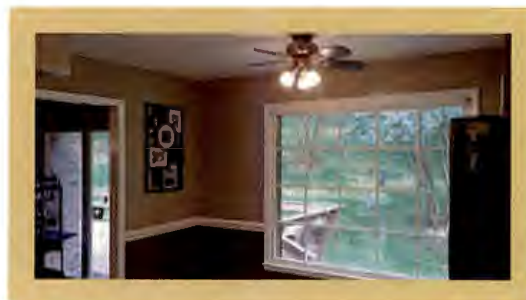
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Print Design by Joseph Summerlin.

ABSOLUTE AUCTION

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.



DETAILS & DIMENSIONS

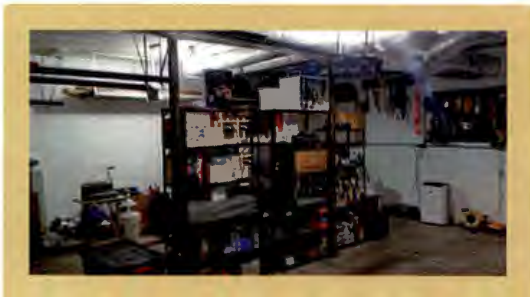
- Formal Living Room: 13 x 15
- Eat-In Kitchen: 12 x 15
- Formal Dining Room: 12 x 13
- Bonus Room Over Garage with Washer & Dryer Hookup: 23 x 25
- Den with Fireplace: 13 x 19
- Bedroom 1 with Full Bath: 13 X 15
- Bedroom 2: 11 x 12
- Bedroom 3: 13 x 13
- Bedroom 4: 11 x 12



**HND Auctions, LLC
FL #6200**

SATURDAY, SEPTEMBER 28 at 10:00 AM CST

1986 Sunny Side Drive, Brentwood, TN 37027



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) 661-7711. Deed and insured title furnished. For possible financing, contact F & M Bank, Billy Winfree, (615) 942-5877 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.

For more information, visit:
www.hndauctions.com

To place bids online, visit:
www.proxibid.com/HNDrealty

NOT ONE legal, lawful, honest, honorable, equal, equitable, fair, impartial, good-faith, or humane action took place between EITHER the Williamson County Chancery Court in Docket #48419B, OR the United States Bankruptcy Court for the Middle District of Tennessee in Case 3:19-bk-02693. NOT ONE!


MICHAEL W. BINKLEY, JUDGE

APPROVED FOR ENTRY:


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

Unknown to me, and undisclosed by any party, my abusive, vexatious, unethical, opposing counsel, Attorney Virginia Lee Story (I believe the "mastermind" of this entire scam), is a close "FAMILY FRIEND" and vacationing/partying buddy of Presiding Judge Michael W. Binkley. Repeatedly exposed by the Tennessean Newspaper and admitted, while claiming their friendship does not jeopardize impartiality.

This **NEGLIGENTLY DENIES** the **LAWS** of **HUMANITY**, where the **KNOWN** and **TRUSTED PARTY** will always have an advantage over the **UNKNOWN PARTY!**

SEE: <https://www.facebook.com/judgebinkley> to discover the tip of the iceberg!

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

There went **\$250,000** of **OUR EQUITY**, our life's savings, our premarital retirement funds, and the proceeds of a **DECADE** of **MY HARD** and painstaking **LABOR!** As of the **DAY** the **ILLEGALLY FORCED AUCTION** took place! While the property has appreciated roughly **\$100k per YEAR** since! It was worth **\$800k in 2022**, while we only **owed \$300k** on the mortgages! Yet the Court and Counsel left us without a **PENNY** toward our relocation, survival, or retirement! **ABSOLUTELY NOTHING!**

PARTIES LIKELY INVOLVED IN CRIMES & MISCONDUCT IN THIS CASE: 2-Judges, 7-Attorneys, 2-Paralegals, and 2-Brokers (to START).

ENDING with the Involvement, Discrimination, Collusion, Conspiracy, and/or the Refusal to Assist by a Total of **5-Judges, 11-Attorneys, 2-Paralegals, and 2-Brokers**. While you can add a **USTP Trial Attorney** to that also now, who threatened that my ex-wife will be in danger, if I expose all these **POWERFUL CRIMINALS**, who are committing crimes against humanity!

Jeff Fenton

From: Jeff Fenton <jeff.fenton@live.com>
Sent: Wednesday, October 7, 2020 1:59 PM
To: Tommy Anderson; pmarlin@mcarthursanders.com
Cc: sam@banktitle.com; kim murray
Subject: 1986 Sunnyside Drive, Brentwood, Tennessee, 37027 (SOLD BY AUCTION)

Importance: High

Hello Mr. Anderson and Mr. Marlin,

Will you please send me a copy of the fully executed HUD-1 Settlement statement, for the auction/sale of my home at 1986 Sunnyside Drive, Brentwood, TN 37027? Along with a copy of the fully executed Listing Agreement? (Chancery Court says that they have neither of these on file, so I need to obtain them from one of you.)

I need those documents for my records. I also believe that I saw a charge which was \$1500 higher than I expected on a preliminary HUD, but it wasn't executed yet, and I know how often last minute corrections get made to the HUD, so without the fully executed final document, I need verification.

Additionally, can you please provide me with information about what happened to the items listed blow, which mysteriously disappeared between the time when I turned over possession of my home to you and when I returned to pickup my stuff. I had about \$10,000 worth of MY personal property disappear. Some of it I had specified was OK to SELL, but I never received any information or itemization about any of it selling, nor a penny of the proceeds from any sale. According to Chancellor Binkley's Court Order, all of the proceeds from both the HOME and any Personal Property Sold were supposed to be deposited with the Williamson County Chancery Court Clerk and Master's Office, though they told me that they don't have any records of ever receiving ANY monies related to the sale of our Home or any part of our estate.

Some of it I had specifically notified you NOT to sell, and one piece of furniture was even TAGGED with one of my stickers saying "HUSBAND KEEPS" with a catalog number on it. Since per the Court Order on 8/29/2019 by Chancellor Binkley, nothing would be sold that I wanted to keep, stating furthermore that any monies received for anything sold would be deposited with the Williamson County Chancery Clerk and Master's Office, to be held by the Court until our divorce was finalized. That raises some significant concerns about theft and the potential for unethical actions by one of the parties entrusted with access to our home, from the time when I was forced to leave by Court Order until I was allowed to return to pickup what was left of my personal property. The parties whom were responsible for the property and the contents thereof, during this period were yourselves and Ms. Story. Ms Fenton may have also had access, but should not have removed anything beyond what she

had listed and provided me notice of through Ms. Story, in addition to the pool table and ping-pong table.

One item which went missing was my \$5k Fort Knox Gun Vault, which was bolted through the floor, and someone took slate pieces from inside our garage to wedge beneath the wood steps on our deck to remove. Having had this safe moved twice in the past, I know that only a properly equipped professional could have moved such an item. Not seeing any signs of forced entry, surely you know what became of my Fort Knox Gun Vault. If not, that certainly brings the integrity of your company(s) into question, while adding criminal theft charges to the list of crimes which took place during the forced sale of my home.

The following items, which I owned, went missing from my home during the "auctioning" period:

- Brand New Treadmill (\$1,200 unit used less than a dozen times)
- Heavy-Duty Reclining Weight Bench & Leg Press, with Safety Catches, Two Full-Size 45lb Olympic Bars, Olympic Curl Bar, and Set of Olympic Dumbbells. Along with approximately 300lbs of Olympic Weights and Weight Rack
- TAN SOFA in the front Living Room
- Large matching TAN Chair (or Love Seat) in the front Living Room
- End Table with TILE top and Wood Frame
- Four-Leaf Solid Wood Bedroom Privacy Screen – TAGGED as "HUSBAND KEEPS" Cataloged as "Item #007". (Which I had purchased within the prior 2-3 months, and certainly could NEVER have been claimed as "marital property".)
- Fort Knox Guardian Gun Vault: Regarding the Gun Vault, this is a high-end gun vault, not something you can find at Bass Pro Shops or Academy Sports. It has twice as much steel in it, hence it weighs twice as much (and costs twice as much). The brand is Fort Knox (Guardian Series) <https://www.ftknox.com/vaults/guardian-vault/>. They are only available by special order, through a safe company. I recommend "The Safe House", if you need to move it. The vault has every upgrade available, at the time of purchase. It retails for around \$5k, weighs 1,200 lbs, and is bolted to the floor. (SURELY no one "walked-off" with this without being noticed!)
- I have the serial numbers for the Gun Vault along with extensive photographic evidence of each item, should that be required.

I want to give you an opportunity to answer for what happened to these items, before I start making accusations publicly or legally. I will need a response within the week though, due to my current deadlines set by the Tennessee Court of Appeals. If you have any knowledge about what became of any of these, if Ms. Fenton or Ms. Story took or sold them, if you took or sold them, if you have any knowledge about what any of them were sold for or to whom, as well as what became of those funds, I would greatly appreciate you providing me with that information.

Please send me this information as soon as you can, I've been asking you for nearly a year now (for the fully executed HUD-1) without a response from you. I can think of no other reasons than professional negligence, theft, collusion, or some other sort of foul-play to deny me this informaton about what happened with MY OWN PROPERTY, while in your care.

As this case is currently being looked at by the Tennessee Court of Appeals, including the potential charges of collusion, bias, discrimination, abuse of process, error, perjury by Ms. Story, violation of the Americans with Disabilities Act by both the Court and Ms. Story,, along with the Tennessee counterpart for that act. Further violating my 14th Amendment Constitutional Rights to EQUAL and DUE Process by a fair and unbiased tribunal, along with a slew of Federal charges, despite what either of those parties have told you, you all have a legal and ethical obligation to me, as licensed professional brokers, auctioneers, attorney(s), and paralegal, hired to sell MY HOME, to provide me with the information requested.

Furthermore, your loyalties to Ms. Story in this matter over myself, while selling MY HOME from which you were both paid very well for very little work, brings up serious concerns about your complicity in the illegal charges against her. Including any potential collusion charges, in addition to having stalked and harrassed me (and my mother) at the bequest of Ms. Story, playing the role of an "enforcer" when you had no legal right. Williamson County Sherriff's Office is fully capable of enforcing any LEGAL actions necessary.

Despite whatever Ms. Story or Judge Binkley have told you in an effort to deny me any information which I am legally entitled to, or your loaylties to them for future work, the exposure of this case is about to go public with official charges filed with both the TBI and the FBI, seeking Federal inditements to hold those parties accountable for refusing to live UNDER the same laws which they have been entrusted to defend, serve under, and administer.

I know, I'm just a little tiny fish in the pond, which nobody cares about. However, as a result of having lost everything in my life within just TWO 30-minute trials, which I have full legal documentation, audio recordings, and transcripts of, along with the subsequent Court Orders, it is extremely SIMPLE to prove the laws which were broken here. It is not a matter of "my word" against "Ms. Story's word" or even against "Judge Binkley's word". My entire canse can be proven with just a FEW documents, which are all in THEIR OWN WORDS. By comparing their own Court Orders and legally recorded Court testimony, between the two hearings. They not only don't match-up, but they reveal significant error, bias, discrimination, perjury by Ms. Story, and the list goes on... including the Federally Unconstitutional violations of my Rights as well as the ADA laws, which will get this case out of the Middle Tennessee Court System (nationally renowned for corruption) and into Federal District Court if need be to find Justice! While not only proving the failure to show care or consideration for the ADA laws, but for intentionally exploiting, targeting, harming, and abusing me in the exact areas of my disabilities.

Should you continue to deny me this information, then I will be forced to expose and include you both, along with Bank Title (whom I've twice requested the documents myself without response), in any charges made, whether to state or federal government agencies, and/or the media, who have already published pieces in the past about the UNETHICAL compromise to the PUBLIC which the "Binkley/Story Effect" has.



THE UNITED STATES DEPARTMENT OF JUSTICE

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Region 8

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Louisville, KY Office

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.



FIND LOCAL RESOURCES

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. § 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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- What's New
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Chapter 11 Quarterly Fees Schedule

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



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 4/26/2029 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

Fraction B

<p>THIS INSTRUMENT WAS PREPARED BY</p> <p>Bankers Title & Escrow Corp. 5107 Maryland Way, Ste. 115 Brentwood, TN 37027 P19-10267A-BW</p> <p style="font-size: 2em; font-weight: bold; margin-left: 10px;"><i>Maid</i></p>	<p>STATE OF TENNESSEE COUNTY OF <u>Williamson</u></p> <p>THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS \$ <u>324,360.00</u></p> <p style="text-align: center;"><i>Fawn T. Fenton</i> Agent</p> <p>SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE <u>29</u> DAY OF <u>October</u> <u>2019</u></p> <p style="text-align: center;"><i>Samuel F. Anderson</i> Notary Public</p> <p>MY COMMISSION EXPIRES: <u>11/3/20</u></p> <p style="text-align: center;">(AFFIX SEAL)</p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

WARRANTY DEED

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
GL Properties, LLC	GL Properties, LLC	
1986 Sunnyside Drive	101 Creekside Crossing #1700195	013J-A-035.00-000
Brentwood, TN 37027	Brentwood, TN 37027	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS. THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE, **Fawn T. Fenton**

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO GL Properties, LLC, a Tennessee limited liability company

HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN WILLIAMSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

Land in Williamson County, Tennessee, 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, in the Register's Office for Williamson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property

Said Lot No. 29 fronts 150.00 feet on the Southwesterly margin of Sunny Side Drive and extends back 433.83 feet on the Northwesterly line and 401.46 feet on the Southeasterly line to a broken line in the rear, measuring 159.22 feet thereon.

Being the same property conveyed to Jeffrey R. Fenton and wife, Fawn T. Fenton by Warranty deed from Mangel Jerome Terrell and wife, Colette Keyser of record in Book 5313, page 452, Register's Office for Williamson County, Tennessee, dated April 29, 2011 and recorded on May 12, 2011.

Being the same property conveyed to Fawn T. Fenton by Quitclaim deed from Jeffrey R. Fenton of record in Book 6541, page 771, Register's Office for Williamson County, Tennessee, dated August 18, 2015 and recorded on August 20, 2015.


Being the same property conveyed to Jeffrey R. Fenton and wife, Fawn T. Fenton by Quitclaim deed from Fawn T. Fenton of record in Book 7314, page 759, Register's Office for Williamson County, Tennessee, dated August 21, 2015 and recorded on March 13, 2018 and Scriveners Affidavit recorded in Book 7354, Page 915. Fawn T. Fenton was granted authority to sign this deed and convey this property without husband's signature in Orders dated August 29, 2019, and October 10, 2019, in Case No. 48419B Chancery Court of Williamson County, Tennessee.

THIS CONVEYANCE IS SUBJECT TO: (1) Taxes which have been prorated and assumed by Grantee; (2) All restrictions of record; (3) All easements of record; (4) All visible easements; (5) All matters appearing on the plan of record; (6) All applicable governmental and zoning regulations.

This is UNIMPROVED
 IMPROVED property known as 1986 Sunnyside Drive, Brentwood, TN 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 hand this the 29th day of October, 2019.


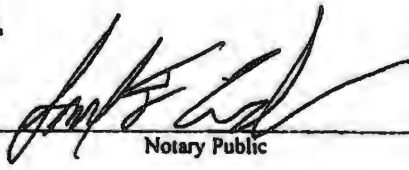

Fawn T. Fenton

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Fawn T. Fenton the bargainor, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence to be the within named bargainor, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal this the 29th day of October, 2019.

My Commission expires: 11/3/20

 
Notary Public

BK: 7790 PG: 959-960	
19045384	
2 PGS AL-DEED	
625604	
10/30/2019 - 09:50 AM	
BATCH	625604
MORTGAGE TAX	0.00
TRANSFER TAX	1200.13
RECORDING FEE	10.00
DP FEE	3.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	1213.13
STATE OF TENNESSEE, WILLIAMSON COUNTY	
SHERRY ANDERSON	
REGISTERED PROFESSIONAL	

**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: —	\$11,514.50
		(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

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
TOTAL PRIORITY UNSECURED CLAIMS			\$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

**FORM 1
INDIVIDUAL ESTATE PROPERTY RECORD AND REPORT
ASSET CASES**

Page No: 1

Exhibit 8

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

**FORM 1
INDIVIDUAL ESTATE PROPERTY RECORD AND REPORT
ASSET CASES**

Page No: 2

Exhibit 8

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

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
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

MY TWO HIGHEST VALUES IN LIFE ARE: TRUTH and AUTHENTICITY!

When my ex-wife (previously Ms. Ferguson) began telling me that **SHE LOVED ME**, I was honestly caught off guard. I really enjoyed her company, and our times together, but I wasn't "looking" for another "serious" relationship then. Her declarations of love also forced me to examine my own **MOTIVES** and **ACTIONS** involving her.

ON A SIDE NOTE: I personally believe that whether financial, material, sexual or otherwise, that **"LOVE" CARES** more about the **OTHER** person, while **"LUST" CARES** more about **SELF**. That was one factor in my own "personal inventory".

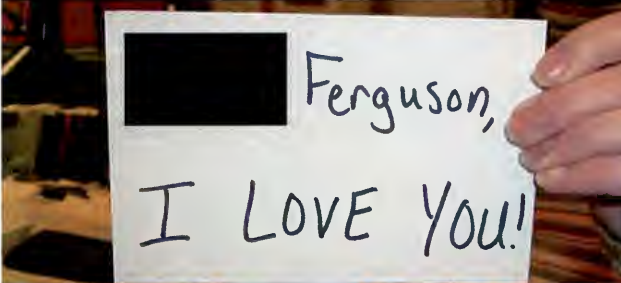
So, against all the **INTERNAL AWKWARDNESS** and **PRESSURE** (which I very much felt) to reply with, "I LOVE YOU TOO", **instead I thanked her**, but I could not, in good faith, **honestly return the sentiment**.

This went on for **MONTHS** and **MONTHS!** Until finally, I could honestly tell Ms. Ferguson, in good conscience, **that I TRULY LOVE HER!** (As I always will.)

Having made her uncomfortably **WAIT** for so **LONG** to finally **HEAR** of MY reciprocated **LOVE** for **HER**, I wanted it to be **SPECIAL**, so I hired a **MIME!**



THAT IS MY COMMITMENT TO THE TRUTH!



I have invested over **20,000 HOURS** over the past **3+ YEARS**, during which I have written over **10,000** (only 1,000 pages of which I actually turned into the Court). While **NOT ONE WORD** has been used by **any** Court yet, in MY **DEFENSE!**

IF just **62-PAGES** of MY **TESTIMONY**, which I filed in Chancery Court on **8/29/2019** in R.v1-2 (119-181). The very **FIRST** day which I was "allowed" to file ANYTHING "PRO-SE" in Court. Had been given **EQUAL** (the same) "**BENEFIT OF THE DOUBT**", which **ALL** of my ex-wife's and Ms. **STORY'S FRAUDULENT CLAIMS** were given (had the Court **REALLY** been "**IMPARTIAL**"), then **NEITHER** of the "**DEFAULT JUDGMENTS**" could have ever been Ordered against me! (I had an **AGREED EXTENSION** plus an Ad-hoc "**ANSWER and COUNTER COMPLAINT**" on **FILE!**) While Attorney Story even promised me in open court on **8/29/2019**, to allow me to **PARTICIPATE** in the next hearing over the **PHONE!** Since they **KNEW** they were **FORCING** me out of the **STATE** of **TN**, to simply survive (which isn't even legal during an open case). **I'M ALL DONE BEGGING FOR BREAD!**

The "Court" **BURIED** my **8/29/2019 TRANSCRIPTS**. They kept **NONE** of their **PROMISES** in Court that day, while they didn't even **BOTHER** to provide me any **NOTICE**, a "**Motion for Default**" (as required), or **ANY opportunity to defend myself!**

IF EQUALLY CONSIDERED, I would have been **FREE** to **MOVE-FORWARD** with my **LIFE**, over **3-YEARS AGO!** Instead, to **COVER-UP** and **COERCE** me into **keeping SILENT** about their **CRIMES** against my family, they put an **ILLEGAL "ORDER OF PROTECTION"** on me for **6-YEARS**, by multiple **FRAUDULENT "Default Judgments"**! While they know I have **EVIDENCE** showing their **CRIMES**, but they don't seem to care! **Nobody in Tennessee has yet to hold them ACCOUNTABLE!**

I have acted more **HONESTLY**, **ETHICALLY**, and in **BETTER FAITH** than **EVERYONE ELSE** in this case **COMBINED!** Yet I continue to be **DISCRIMINATED** against, **DENIED PARTICIPATION** and **JUSTICE!**

9:47 [icons]

[signal] 94% [battery]

← Fawn Fenton [phone] [menu]

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.

[image] Type a message [send]

Arons & Associates

DIVORCE PLANNING

Understand the numbers.
Secure your future.

SANDY ARONS, MBA

Certified Divorce Financial Analyst
Certified Financial Divorce Practitioner
Certified Financial Divorce Specialist
Financial Counselor & Mediator

[icons]

[signal] 94% [battery]

Fawn Fenton [phone] [menu]

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.

Jan 8, 2019

F

[image] Type a message [send]

REPEATEDLY AGREED TERMS OF ALIMONY:

Transitional Alimony to be Paid

by Wife to Ex-Husband, in the amount of

\$1,750 Per Month for a Duration of Six-Years.

CALCULATED: at 22%-24% of Primary Breadwinner's Gross Income, for a Term Equal to half the Duration of our Marriage.

As we were Advised was "Fair with All Factors Considered" by "*Collaborative Divorce*" Financial Expert Sandy Arons, MBA.

NOT EVERY FEMALE IS FRAIL, WEAK, DEFENSELESS, AND AFRAID; EVEN IF THEY CLAIM TO BE, FOR A STRATEGIC ADVANTAGE DURING A DIVORCE.





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

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.

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!

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!

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!

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)

Fawn Fenton

mobile

Did you leave me this little plant?? 🌿🌱🌴🌿🌱



F Sorry I missed you! I was at the grocery store replenishing my junk food

Fawn Fenton (mobile) • Feb 4, 2019

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....

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.

It says that it's a "money tree". I figured that was what we could use right about now!

Feb 4, 2019

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.

F Yes that's funny! Money tree!

Fawn Fenton (mobile) • Feb 4, 2019

Fawn Fenton

mobile

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@

Were you at the brentwood krogers? If so we just missed each other... I had to pickup meds, get Kiwi carrots, and reload my ice cream.

I had my adhd group tonight. Kiwi is feeling all abandoned.

Time to give her some love. Hope it makes you smile from time to time.

Feb 4, 2019

Yep Brentwood Kroger.

Is your ADHD group helpful?

Thank you very much for the plant!!

Fawn Fenton (mobile) • Feb 4, 2019

First time I've gone to group in a long time, but I'm going to try to go every other week, then cut Terry back to twice per month, on the off weeks for the group.

That way it costs my mom half as much.

It was a good meeting.

You're welcome for the plant!

We must have literally driven past each other.

Feb 4, 2019

I wouldn't knock, just because I'm not trying to barge in on you without calling first and asking.

(Plus i have a bunch of frozen food melting in my car.)

The reason that I knocked on your birthday, is because with that bodacious baloon, I thought it had a zero percent chance of not getting fucked up with the wind, while waiting outside for you.

It's not because I wouldn't like to visit, but I don't want to intrude when I have not been invited.

Feb 5, 2019

Thank you, I appreciate that.



Fawn Fenton (mobile) • Feb 5, 2019

Fawn Fenton

mobile

I figure it isn't intrusive if I just leave a gift outside, without knocking or invading your space.

If you disagree, just let me know.

I don't ever want to get blamed for "stalking" just because I have the impulse to buy you a small spontaneous gift. So if that bothers you, just let me know.

I was thinking of getting you a balloon and tying it around your windshield wiper, for you to find in the morning, but it's a good thing I didn't go with that plan.

(Plus they had all these valentine's day balloons, and I didn't see any which were calling out "Tootie".)

Do you take Sarah to the grocery store?

Goodnight again.

I just woke up on the couch with a pile of bird poo beside me, while Tweetie was standing on the plywood sheet leaning against the couch.

You would be proud of me, right now I'm in Brentwood getting dinner, and because I painted both back doors today, they are both open, trying to dry... I put Tweetie in her cage, just in case a raccoon got inside.

How is that for "paranoid" for you?

Both back doors, not only unlocked, but open, with no alarm armed, and no cameras out back anymore.

Feb 5, 2019



Fawn Fenton (mobile) • Feb 5, 2019

No raccoons in the house when I got home.

Feb 5, 2019



Fawn Fenton (mobile) • Feb 5, 2019

You at another AA meeting tonight?

You seem to be enjoying your emojis lately.

Feb 5, 2019

Fawn Fenton

mobile



You sleeping any better?



Feb 6, 2019

Nope. I just had an appointment today with my sleep doc at the Frost clinic... He is upping my Adderall prescription, but other than xyrem, there isn't much to make me sleep better.

F

I also have been emailing with my GYN... Going to quit the hormones for now, they have more negative side effects and aren't really helping. Going to try to let my body detox for a month or two, then might try xyrem again later.

Fawn Fenton (mobile) • Feb 6, 2019

That sucks! Uppers alone is unsustainable. Did he check your bloodpressure, since you haven't had a physical lately?



Feb 6, 2019

F

Yes, they take my blood pressure every time I go in. It's been normal.

Fawn Fenton (mobile) • Feb 6, 2019

So you're not taking xyrem at all right now?

Adderall has an extended release capsule also... similar to my vyvance, which is supposed to last all day.



Feb 6, 2019

F

No, haven't taken xyrem at all for about 2 weeks now. Very tired, sleeping only in short 1-2 hour increments, but the night sweats are much milder without the xyrem.

Fawn Fenton (mobile) • Feb 6, 2019

Hungh... i wonder what to conclude about that?

The xyrem making you sleep through the sweating, or causing the sweating, or??



Feb 6, 2019

F

Yeah I discussed the extended-release Adderall with my doc today... But decided to keep me on the short-acting pills for now, so I can take them when I need depending on my schedule.

Fawn Fenton (mobile) • Feb 6, 2019

Fawn Fenton

mobile



Ok. Just thought worth mentioning. I've never taken them. I take the highest dose for Vyvance, and supplement with adderall as needed. My doc says can only do as long as bp is ok. Bp has been borderline this past year, have physical next month.



Feb 6, 2019

My theory is that the root cause of the night sweats is menopause, but for some reason the sweating is much worse during deeper sleep. Xyrem effectively wasn't doing its job anymore... Even on strong dose of xyrem, I would wake up drenched after like 1 hour.



Fawn Fenton (mobile) • Feb 6, 2019

Hungh... that makes sense. Too bad there isn't a test or a single doc who can diagnose this stuff. Same with so much of healthcare, relies on client feedback and educated self-diagnosis.

Was why I gave up on shrinks in my 20s.



Feb 6, 2019

The sweats have been terrible... On the xyrem, I would totally drench my clothes and all bed sheets about every 1 to 2 hours. Would wake up soaked, change all clothes and strip bed and change all sheets... Go back to sleep, and then wake up sopping wet again like another hour later. Could go through this like 4x per night. Wet clothes and linens hanging up everywhere.



Fawn Fenton (mobile) • Feb 6, 2019

Until our roof catastrophe, and I could no longer walk Sarah without having an anxiety attack. That's when I decided to see a shrink again.

I put food in corner to avoid rain... i see raccoon butt now.

That sounds pretty awful! Was Sarah like wtf mommie?



Feb 6, 2019

So NOT taking the xyrem, I usually only have one episode of sweating per night, towards early morning, like between 3:am - 5:am. And it's less sweating... Still have to change clothes and sheets, but it's not as bad. And for most of the night I can at least be comfortable, even if I'm not sleeping well.



Raccoon butt!!! ❤️

Fawn Fenton (mobile) • Feb 6, 2019

Fawn Fenton

mobile



Birdie is almost always drenched in the morning... even when I'm not sweaty. I think that wherever she clings to me, it creates extra heat between her body and mine, but she still wants to be completely under the covers.

That sounds like a rough compromise.



Feb 6, 2019

Dang, poor birdie drenched with Daddy funk

F

Yup, there is no good solution right now. My sleep is trashed either way. Menopause sucks ass.

Fawn Fenton (mobile) • Feb 6, 2019

So you can't get away with just changing your big towel? You need to change the sheets too?

Have you tried a lighter blanket or comforter? So less hot, before wet, so not to get chills?



Feb 6, 2019

F

My sleep doc says "well, at least it's temporary", and I said yeah, I might get better in another 6 to 8 years....

Fawn Fenton (mobile) • Feb 6, 2019

I agree with that assessment! Terry said his wife was batshit crazy during menopause... lucky they didn't get divorced.

Lol! Fuck... that's something to look forward to.



Feb 6, 2019

F

Right, sometimes I soak through towel to sheet below, and always soak the sheet on top of my body also. I have been putting 2-3 layers of sheets, and rotating them so some are hanging up to dry while others are on the bed.

Fawn Fenton (mobile) • Feb 6, 2019

I think we need special institutions you can drop your wife off at for a decade, not allow her to use any sharp objects or credit cards, and an orderly comes in hourly and changes your sheets.



Feb 6, 2019

F

That sounds kind of good right now.

Fawn Fenton (mobile) • Feb 6, 2019

Fawn Fenton

mobile

Lol!

Feb 6, 2019

F Gotta go for a bit... Cute-cute wants cuddles....

Fawn Fenton (mobile) • Feb 6, 2019

Goodnight! Nice chatting. I'll keep praying that your symptoms will get better. My mom is praying for you too.

Go ask cute-cute how something so cute can smell like piss all the time...

Feb 6, 2019



F

Fawn Fenton (mobile) • Feb 6, 2019

There's no better place to take a nap!

His butt is a little shaggy.

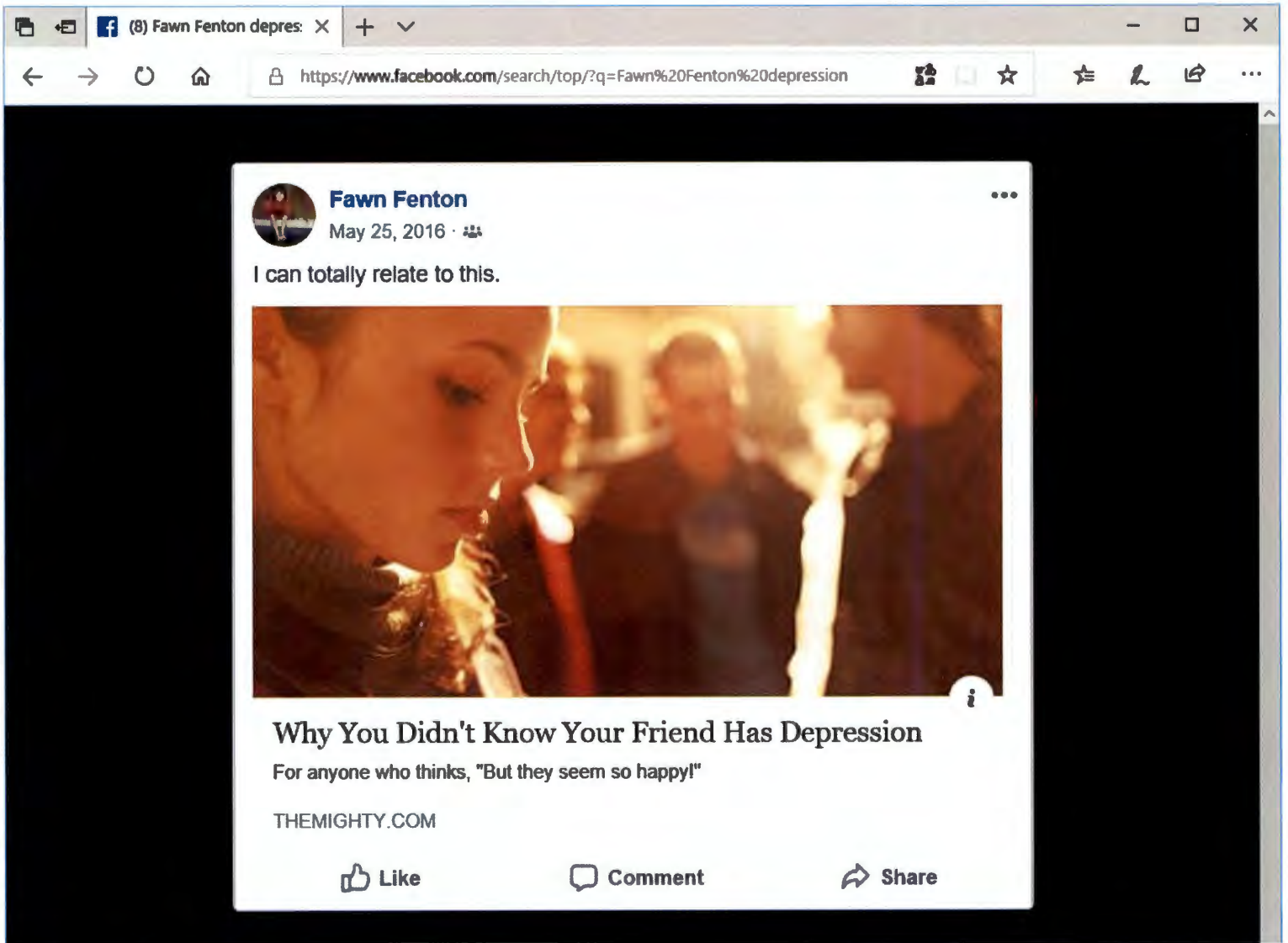
He is cute... looking a little older, but aren't we all.

Feb 6, 2019

WIFE has struggled with CHRONIC DEPRESSION most of her life, admittedly since her preteen years. Often accompanied by ruminating upon negative and self-defeating thoughts. When left unchecked and uncured, this can spiral into an OVERWHELMING sense of hopelessness, followed by what her brother referred to as her "Doomsday Syndrome".

At that point, Wife tries to identify/isolate the greatest source of recurring conflict in her life, concluding that SHE MUST ESCAPE IT, at ANY and ALL costs! That behavior, activity, belief, place, property, person, etc... MUST be gouged-out or cut-off of her life PERMANENTLY, regardless of the costs, conflict, pain, damages, destruction, and long-term consequences, both to herself and to anyone else.

Wife becomes 100% convinced that this ONE thing is the SOURCE of her "misery". Though regrettably the unforeseen and unconsidered consequences of "escaping" it, often actually create a deeper "misery" for her to endure, setting the cycle to repeat itself again. Not with the same person, place, or thing... since she exhaustively ENSURED that is FOREVER gone, but for herself to repeat, again and again.



She can't "see" this, especially while the conflict endures. She won't "believe" it, if confronted. It is her "blind spot", known by only a few. Wife is completely convinced that this "external" xyz... is the SOURCE of HER "misery". Yet it returns.

That's what hurts the most about the illegal deprivation of my rights during our divorce. Without my due, legal, and constitutional rights, I wasn't empowered to protect either of us from the permanent unrecoverable consequences of her chosen PATH to ESCAPE.

I could have helped her have a "softer-landing" than this, even if it frustrated her more in the short-term. It would have done far less permanent damage, to us both!

Unconscionably, I was illegally prevented from protecting her. For that I pray for JUSTICE and RESTITUTION for HER SAKE! The LAW is the LAW for a REASON! It is to be EQUALLY afforded to EVERYONE!

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.**

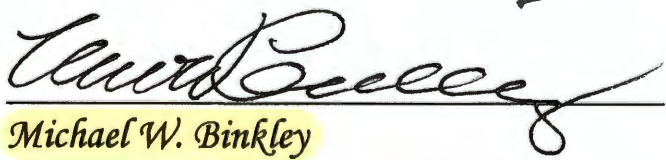
As I was studying this passage, one day the Lord spoke to me that the principle works exactly the same when the kingdom of darkness is attempting to invade your house. In the Greek language, the word translated "house" is the word "**OIKOS**." This word in this context is not referring to the physical 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

Oath of Office

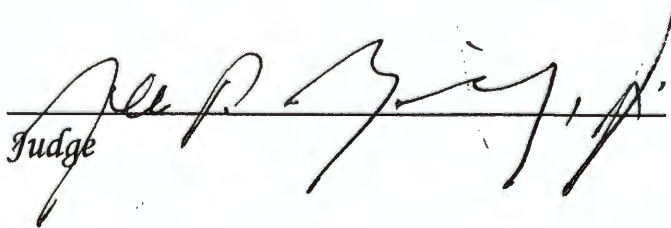
I, Michael W. Binkley, do solemnly swear that I will support the Constitution of the United States of America and the Constitution of the State of Tennessee, that I will administer justice without respect of persons, and that I will faithfully and impartially discharge all the duties incumbent upon me as Circuit Judge of Division III, of the 21st Judicial District of the State of Tennessee, to the best of my skill and ability, so help me God.

This the 29th Day of August, 2014


Michael W. Binkley

I, JOE P. SINKLEY, JR. have this day administered the Oath of Office to Michael W. Binkley, Circuit Judge of Division III, of the 21st Judicial District of the State of Tennessee, as prescribed and required by law.

This the 29th Day of August, 2014


Judge

OFFICE OF
SECRETARY OF STATE

2014 SEP -5 PM 4:04

RECEIVED

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APPENDIX-12

CRIME & COURTS

Appeals court removes Tennessee judge from case with lawyer who revealed his secret arrest

Jamie Satterfield Knoxville News Sentinel

Published 10:00 p.m. ET March 21, 2021

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Judge: 'Revenge is mine'

A Tennessee judge vowed revenge just weeks before he slapped a lawyer with \$700,000 in sanctions in 2018. The sanctions order has now been struck down. *Angela M. Gosnell, Wochit*

DURING THIS "SLIDE-SHOW", THE WORDS WHICH WERE SPOKEN THROUGHOUT THE VIDEO BY JUDGE MICHAEL W. BINKLEY, ARE DISPLAYED IN THE WHITE TEXT AT THE BOTTOM OF EACH VIDEO FRAME.

MY COMMENTARY WILL APPEAR IN A BOX LIKE THIS. THE REST OF THE PAGE CONTENT SHOULD REMAIN THE SAME THROUGHOUT.

“My day will come,” Binkley told a courtroom of attorneys.

Just weeks later, it did, court records show.

Binkley slapped the attorney, Brian Manookian, and his legal partner with more than \$700,000 in sanctions in a hotly contested battle between warring lawyers in a lawsuit.

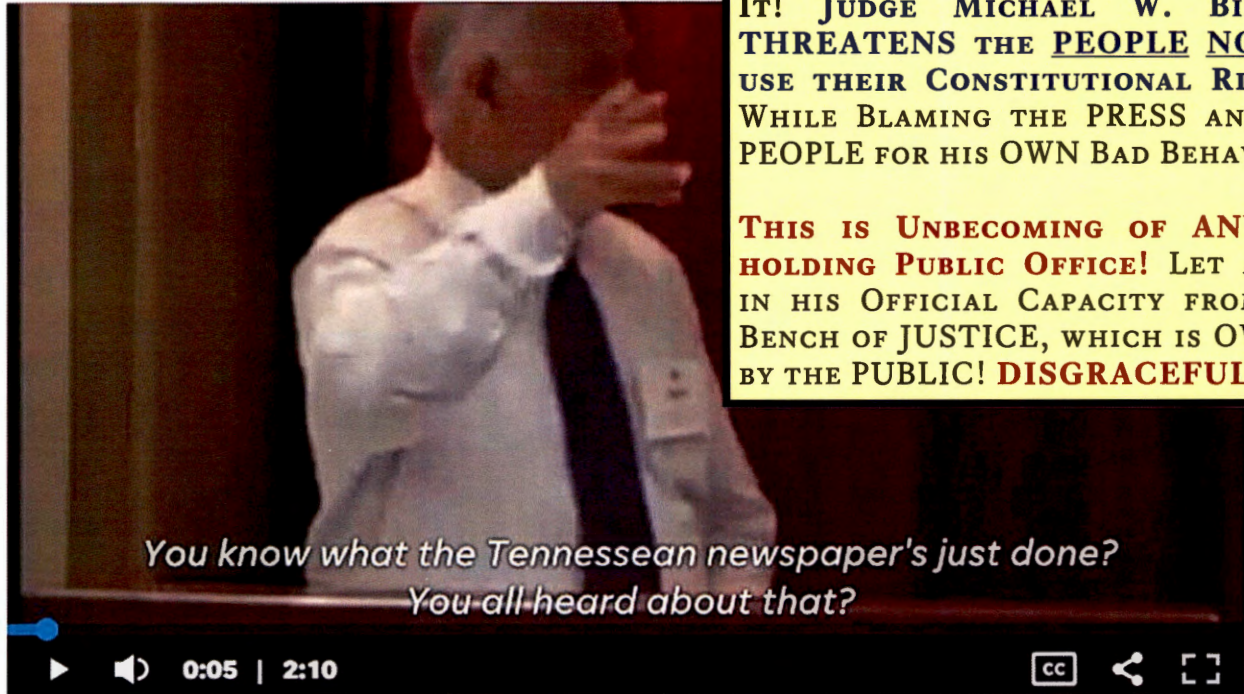
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JUDGE MICHAEL W. BINKLEY SWORE AN OATH OF OFFICE TO PROTECT THE FIRST AMENDMENT, BUT AS YOU CAN CLEARLY SEE HERE, HE HATES IT! JUDGE MICHAEL W. BINKLEY THREATENS THE PEOPLE NOT TO USE THEIR CONSTITUTIONAL RIGHTS! WHILE BLAMING THE PRESS AND THE PEOPLE FOR HIS OWN BAD BEHAVIOR!

THIS IS UNBECOMING OF ANYONE HOLDING PUBLIC OFFICE! LET ALONE IN HIS OFFICIAL CAPACITY FROM THE BENCH OF JUSTICE, WHICH IS OWNED BY THE PUBLIC! DISGRACEFUL!!!

*You know what the Tennessean newspaper's just done?
You all heard about that?*

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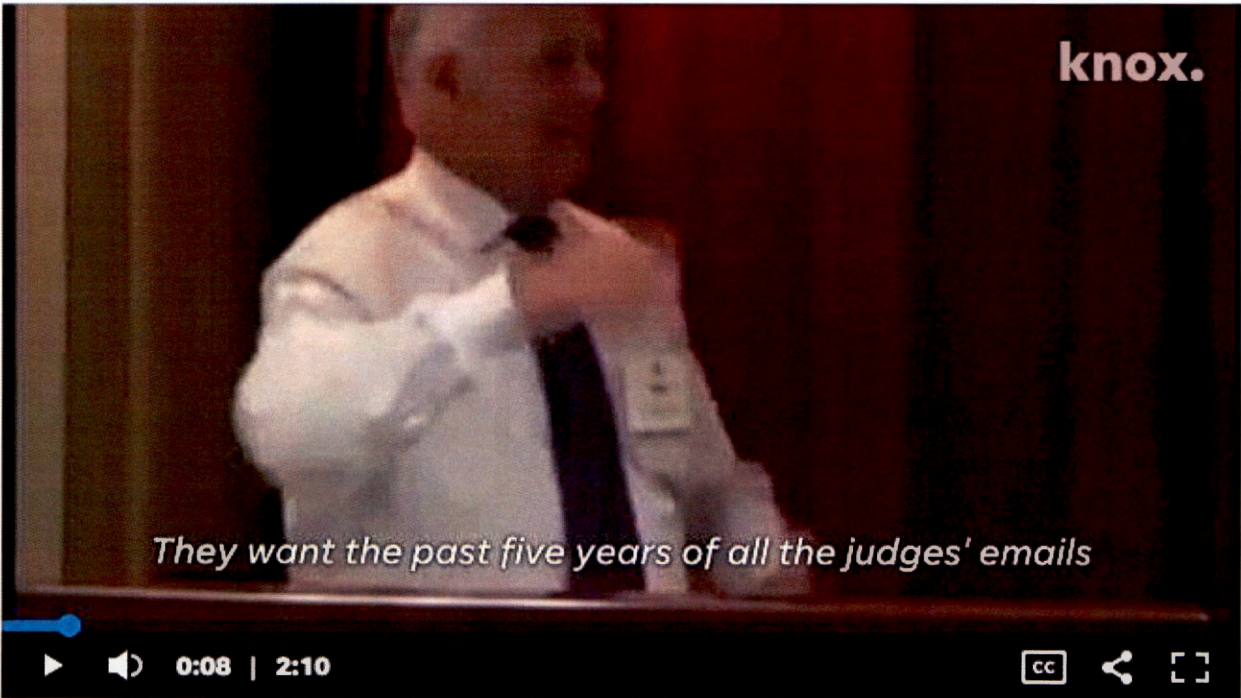
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JUDGE MICHAEL W. BINKLEY IS EXTREMELY PERSONABLE, HE IS A STRONG PUBLIC SPEAKER, AND HE HAS A GENUINE GIFT FOR BEING ABLE TO CONNECT WITH HIS AUDIENCE, AS IF SPEAKING DIRECTLY WITH THEM (MAKING YOU FEEL VALUED AND IMPORTANT.)

HOWEVER, IF YOU LISTEN CAREFULLY TO HIS LANGUAGE, JUDGE MICHAEL W. BINKLEY IS VERY MANIPULATIVE IN THE WORDS HE SPEAKS. HE PRESENTS HIS ARGUMENT AS IF IT WERE "MATTER OF FACT", AS IF ANY REASONABLE PERSON WOULD AGREE WITH HIM (OF COURSE); AND ONLY AN IDIOT WOULD SEE THINGS DIFFERENTLY!

I DON'T BELIEVE THAT IT REQUIRES AN IDIOT TO PRIORITIZE JUDICIAL INTEGRITY THROUGHOUT THE STATE OF TENNESSEE (WHICH HAS BEEN DESPERATELY LACKING FOR DECADES) AND HAVING A TRULY FAIR, EQUAL, AND IMPARTIAL TRIBUNAL! (AS IS CONSTITUTIONALLY REQUIRED TO HOLD ANY "COURT OF LAW"!) OVER THE PERSONAL INTERESTS OF A JUDGE OR ANY ACCLAIMED "SERVANT OF THE PEOPLE".

FOR ANYONE TO CLAIM THEY ARE ABOVE HUMAN FALIBILITY, TEMPTATION, THE NATURAL STRINGS OF THE HEART, IS BLASPHEMOSPHY! WHILE THE JUDICIAL CANONS DEMAND A JUDGE PRIORITIZE THE INTEGRITY OF THE JUDICIARY OVER PERSONAL INTERESTS. THAT'S THE JOB! OTHERWISE, THERE ARE LOTS OF OPPORTUNITIES WORKING IN THE PRIVATE SECTOR!

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WHO WAS THAT "OTHER JUDGE" WHO ENJOYED PARTIES & VACATIONS WITH ATTORNEYS?

OH YEAH, JUDGE MICHAEL W. BINKLEY'S "ALLEGED" FORMER BENEFACTOR!

DISGRACED CORRUPT NASHVILLE JUDGE CASEY MORELAND, WHO WAS ARRESTED BY THE FBI! (AS I EXPECT WILL EVENTUALLY BE THE CASE HERE, ESPECIALLY WITH WHAT I'VE SEEN!)

THE FACES CHANGE BUT THE GREED OF POWER AND THE LUST OF THE FLESH PERSISTS!

because we've been having parties, by God,

Judge: 'Revenge is mine'

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THE CONSTITUTION OF THE STATE OF TENNESSEE
ARTICLE IX. DISQUALIFICATIONS: SECTION 2. NO PERSON WHO DENIES
THE BEING OF GOD, OR A FUTURE STATE OF REWARDS AND PUNISHMENTS, SHALL
HOLD ANY OFFICE IN THE CIVIL DEPARTMENT OF THIS STATE.

MATTHEW 15:19 (NASB)

FOR OUT OF THE HEART COME EVIL THOUGHTS, MURDERS, ADULTERIES,
FORNICATIONS, THEFTS, FALSE WITNESS, SLANDERS.

ROMANS 3:23 (AMP)

SINCE ALL HAVE SINNED AND CONTINUALLY FALL SHORT OF THE GLORY OF GOD.

ECCLESIASTES 7:20 (NASB)

INDEED, THERE IS NOT A RIGHTEOUS MAN ON EARTH WHO CONTINUALLY
DOES GOOD AND WHO NEVER SINS.

TENNESSEE IS THE BIBLE BELT OR THE BINKLEY BELT?

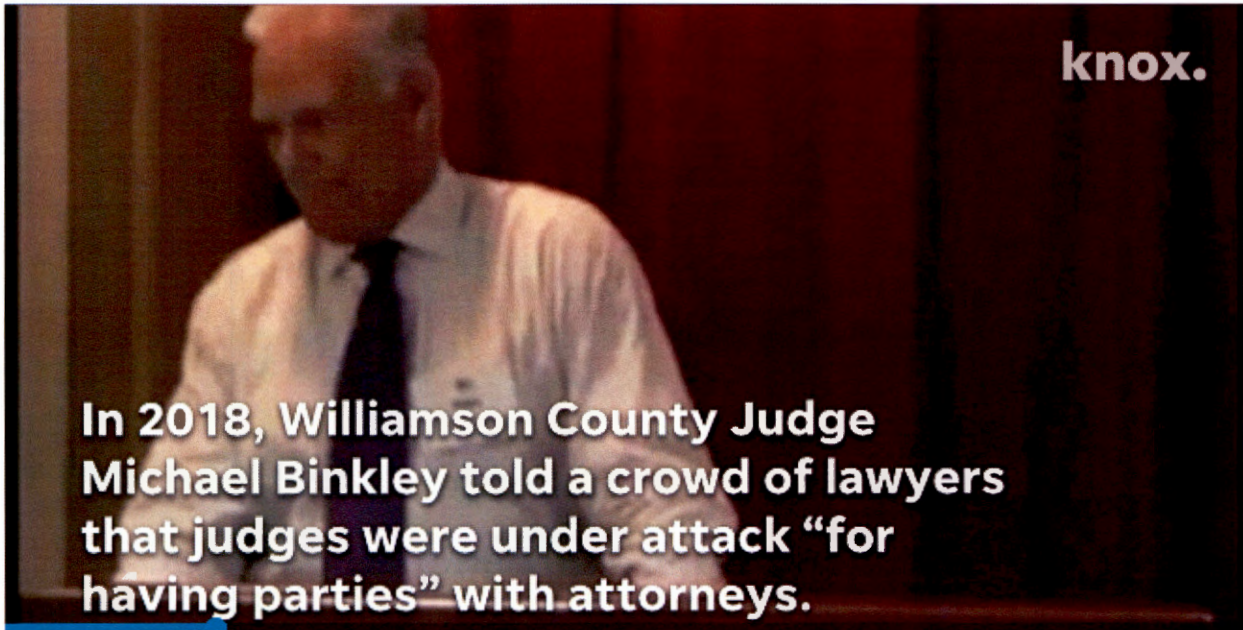
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In 2018, Williamson County Judge Michael Binkley told a crowd of lawyers that judges were under attack “for having parties” with attorneys.

THE CONSTITUTION OF THE STATE OF TENNESSEE
ARTICLE XI. MISCELLANEOUS PROVISIONS: SECTION 4. THE
LEGISLATURE SHALL HAVE NO POWER TO GRANT DIVORCES; BUT MAY AUTHORIZE
THE COURTS OF JUSTICE TO GRANT THEM FOR SUCH CAUSES AS MAY BE
SPECIFIED BY LAW; BUT SUCH LAWS SHALL BE GENERAL AND UNIFORM IN THEIR
OPERATION THROUGHOUT THE STATE.

These statements of fact are about Docket #48419B filed on 6/4/2019, by Story, Abernathy, & Campbell, PLLP in Williamson County Chancery Court. The Courthouse is located at 135 4th Avenue South, Franklin, TN 37064. The Chancery Court Clerk & Master Attorney Elaine Beaty Beeler (BPR# 016583), the presiding Chancellor was Judge Michael Weimar Binkley (BPR# 005930), while my opposing Counsel was Attorney Virginia Lee Story (BPR# 011700) and Attorney Kathryn Yarbrough (BPR# 032789) with Story, Abernathy, & Campbell, PLLP.

The actions taken in Williamson County Chancery Court, were directly tied to, in coordination with, and allegedly based upon my ex-wife's Chapter-13 bankruptcy action, Case 3:19-bk-02693 in The U.S. Bankruptcy Court for the Middle District of Tennessee, found at 701 Broadway Ste 260, Nashville, TN 37203-3983. The Federal Bankruptcy Court Judge presiding was Judge Charles M. Walker (BPR# 019884). The Chapter-13 Trustee responsible was Attorney Henry Edward Hildebrand, III (BPR# 032168). While Bankruptcy Counsel for my ex-wife was Attorney Mary Elizabeth Maney Ausbrooks (BPR# 018097) and Attorney Alexander Sergey Koval (BPR# 029541) both of ROTHSCILD & AUSBROOKS, PLLC.

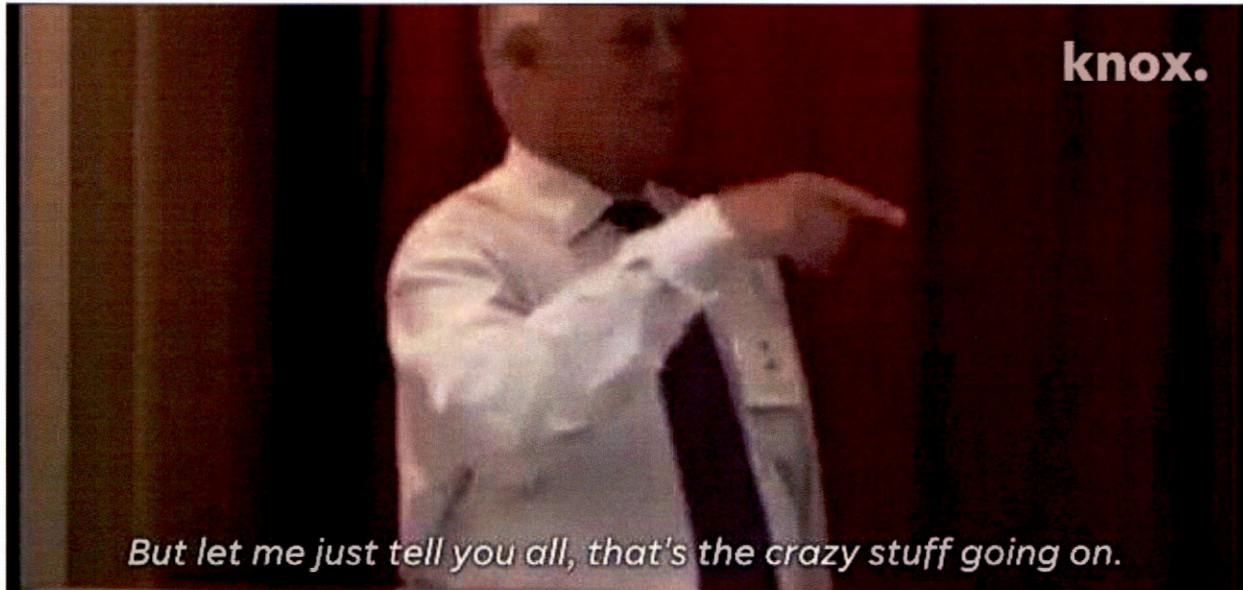
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REFERRING BACK TO THE PAGE PRIOR, TN CONST Art. XI, § 4: The Legislature shall have no power to grant divorces; but may authorize the Courts of Justice to grant them for such causes as may be specified by law; **but such laws shall be general and uniform in their operation throughout the state.**

So, besides a whole lot of other reasons WHY our bad-faith, litigious ambush, lack of jurisdiction, almost exclusively "fraudulent narrative" (by Story), taken as if 100% FACT (by Binkley), showing incredible BIAS and DISCRIMINATION from the very start, which only got worse. Incidentally, rendering everything therein and thereafter VOID, not "voidable", of absolutely NO LEGAL CONSEQUENCE. "An attempt to enforce it BEYOND THESE BOUNDARIES is NOTHING LESS than LAWLESS VIOLENCE!" If you go by the Supreme Law of the Land, with the United States Supreme Court, rather than "Plantation Law & Extortion by Binkley".

This cannot be ignored its fact recorded! Judgment is a void judgment if court that rendered judgment lacked jurisdiction of the subject matter, or of the parties, or acted in a manner inconsistent with due process, *Fed. Rules Civ. Proc., Rule 60(b)(4), 28 U.S.C.A., U.S.C.A. Const. Amend. 5 -Klugh v. U.S., 620 F.Supp. 892 (D.S.C. 1985)*.

The entire case was completely one-sided (not for my lack of trying to be heard), as I've invested over 10,000 hours to date, with over 1,000 pages filed between County and State Courts, so far (without ONE WORD used to my benefit), while I still struggle to find anyone within the State of Tennessee (or Federally) who will actually MAKE Judge Binkley and Attorney Story OBEY THE LAW, their oaths of office, the Judicial Canons, Federal and State Constitutions, the Supreme Law of the Land, or the Rules of Judicial and Professional Conduct. (Even the "Board of Professional Responsibility" has REFUSED to FILE my very serious COMPLAINT against Attorney Story, citing the improprieties between her and Judge Binkley, along with a half-dozen of their "friends". Instead they mailed me a few fliers on "legal aid services" and threw my extensive complaint and 500-pages of clear & convincing evidence in their "no further action" file.

Williamson County Chancery Court Docket #48419B, along with all actions, allegations, and "orders" therein, by both Judge Michael W. Binkley and Attorney Virginia Lee Story, is ALSO purely UNCONSTITUTIONAL per the Constitution of the State of Tennessee, in Art. XI § 4, as defined above. Because if nothing else, #48419B CERTAINLY was NOT "GENERAL AND UNIFORM IN OPERATION THROUGHOUT THE STATE." Hence the Court lacked the authority to perform such bias, cruel and lawless actions!

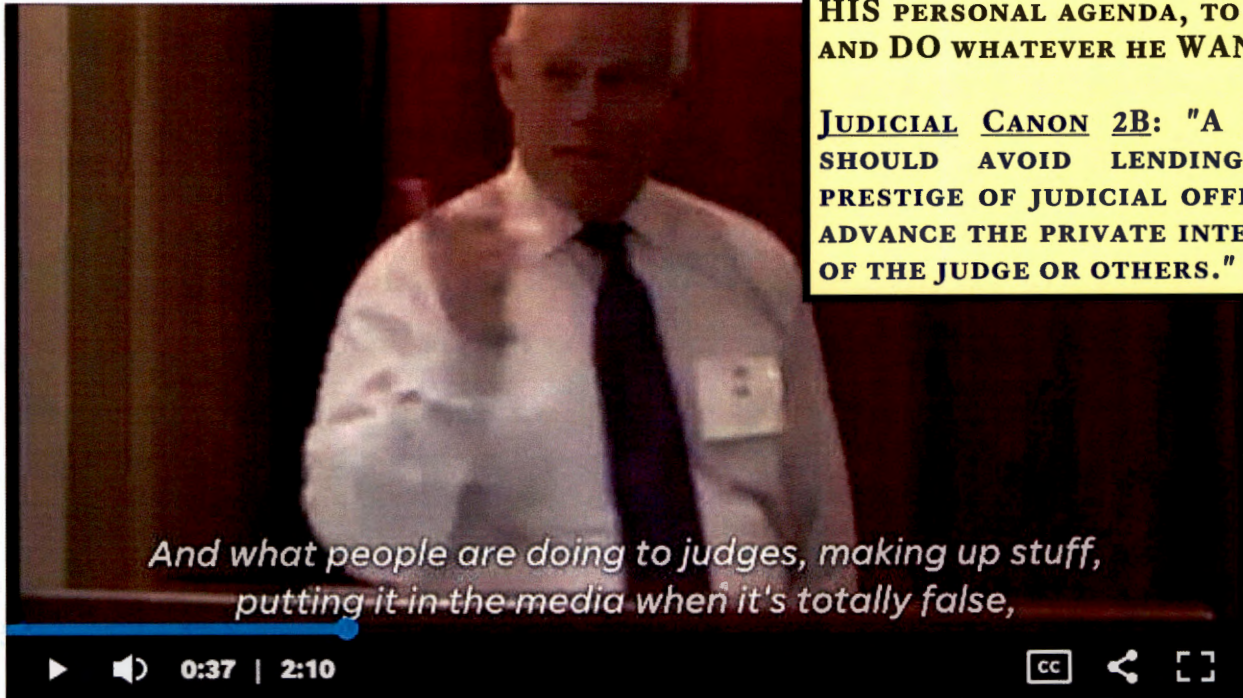
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JUDGE MICHAEL W. BINKLEY IS MANIPULATING AND LYING TO PEOPLE AGAIN! USING OUR COURT PODIUM TO PROMOTE HIS PERSONAL AGENDA, TO PLAY AND DO WHATEVER HE WANTS!

JUDICIAL CANON 2B: "A JUDGE SHOULD AVOID LENDING THE PRESTIGE OF JUDICIAL OFFICE TO ADVANCE THE PRIVATE INTERESTS OF THE JUDGE OR OTHERS."

And what people are doing to judges, making up stuff, putting it in the media when it's totally false,

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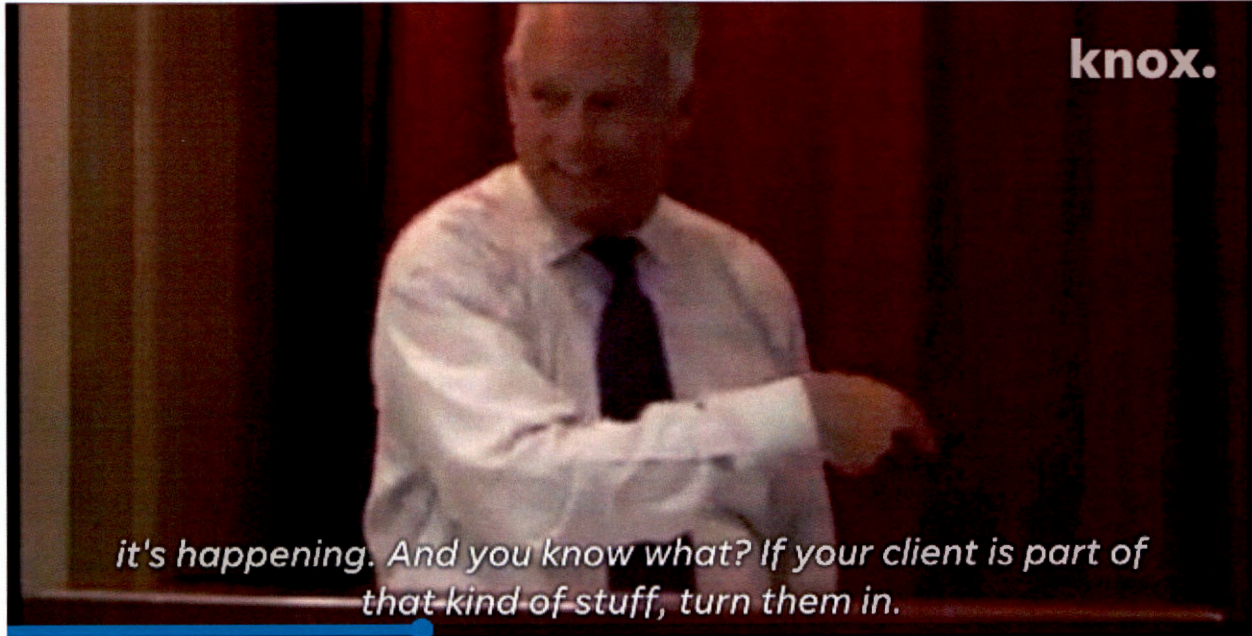
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Published 10:00 p.m. ET March 21, 2021

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**AT TIMES A PICTURE IS WORTH A THOUSAND WORDS!
THAT LOOK IS HATE! WHAT DOES JUDGE MICHAEL BINKLEY HATE SO MUCH?**

THREE THINGS (APPARENT FROM THIS VIDEO RANT):

- 1.) Our **FIRST AMENDMENT** (which ironically he swore an oath to protect.)
- 2.) The **MEDIA...** who have the power to **EXPOSE** his indiscretions, when he acts badly!
- 3.) Worst of all: the **TAXPAYERS** who employ him, when they reach out to the media for **HELP**, after shockingly learning that the "Court" doesn't even pretend to treat people "**equally**", "**impartially**", or "**fairly**", as we were taught that it does. Nor did the "Court" act or show the slightest care about my "**Constitutional Rights**"! As if they didn't even exist!

While we can't find a single person within the judicial system or any supervisory boards (all funded by the taxpayers), who are willing to lift a single finger to help save our **LIVES!**
Sometimes literally for **YEARS!** **Like ME.** Though never arrested in my life!

THAT IS WHEN SOMEONE WHO IS NOT WILLING TO BE BULLIED & TRAMPLED ON ANY LONGER, HAS TO RISK THEIR LIVES, TO STAND-UP TO THESE MONSTERS, TRYING TO FORCE A JUDGE TO OBEY THE LAW, OR GET ARRESTED LIKE MORELAND!

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[View Comments](#)



I CAN THINK OF VERY FEW THINGS MORE DISGRACEFUL, THAN A "JUDGE" THREATENING THE PEOPLE WHOM HE HAS SWORN TO PROTECT AND SERVE!

If you can watch this VIDEO and still believe the "Binkley Bull", that "Judge" Michael W. Binkley is really a man of integrity and honor, who selflessly cares about and serves the PEOPLE of the State of Tennessee, equally and impartially, then I can't help you. I hate to say it, but you might deserve "Plantation Law"; which is based upon the "Master/Slave" relationship, not equality, impartiality, fairness. Instead it's about domination, power, and servitude at all COSTS!

I didn't DESERVE it though! I had NO IDEA how absurdly compromised the "judicial" system is within Middle Tennessee. I never had any problems with the "law", I took no interest in the "law", I believed what we were taught in grade school about the Declaration of Independence, the Constitution of the United States of America, about my inalienable human rights, along with our State and Federal Constitutional Rights, which we are so fortunate to have here in America!

Then I went into Court for a routine divorce, and learned that NONE of that provided me with ANY protection, without the POWER to literally FORCE the JUDGE to OBEY the LAW! Judge Michael W. Binkley allowed his close and trusted family friend, Attorney Virginia Lee Story, to fraudulently assassinate my character, to the point that she even depicted me as a SERIAL KILLER: "Wife would request... that Mediation be waived... Wife is concerned for her safety and for the safety of those participating in the Mediation process." (R.v1, Page 115, Paragraph 8). Honestly the TRUTH, my "Rights", the Constitution, any Federal or State Laws, the "Judicial Canons", Professional Conduct, basic ethics, fairness, equitable distribution, loss mitigation, ensuring that both parties can simply survive, meant NOTHING in that "Court"!

Incidentally, my ex-wife told me a year earlier that she didn't want "mediation", because she thought that she would get a more favorable Judgment, than we were advised was "FAIR" (with all factors considered), by a Financial Expert and "Collaborative Divorce" professional, we had previously hired. So she spent OUR money on an ARMY of Attorneys instead!

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[View Comments](#)



IN THE SLIDE ABOVE, JUDGE BINKLEY ADMITTED THAT HE HAS SEEN LAWYER(S) BEING UNETHICAL. (Not surprising, probably every Judge has.)
THE "CONFESSION" COMES WHEN JUDGE BINKLEY ADMITTED,
"I'VE NEVER TURNED IN A LAWYER IN MY ENTIRE CAREER."
THAT IS WHERE JUDGE BINKLEY BROKE THE RULES, BY HELPING TO HIDE IT!

TENN. R. SUP. CT. 2.15 (RESPONDING TO JUDICIAL AND LAWYER MISCONDUCT)

- (A) A judge having knowledge that **another judge** has committed a violation of this Code that raises a substantial question regarding the judge's honesty, trustworthiness, or fitness as a judge in other respects **shall inform the appropriate authority.**
- (B) A judge having knowledge that **a lawyer** has committed a violation of the Rules of Professional Conduct that raises a substantial question regarding the lawyer's honesty, trustworthiness, or fitness as a lawyer in other respects **shall inform the appropriate authority.**
- (C) A judge who receives information indicating a substantial likelihood that **another judge** has committed a violation of this Code **shall take appropriate action.** (This is one place where the COURT OF APPEALS grossly VIOLATED the RULES in my case!)
- (D) A judge who receives information indicating a substantial likelihood that **a lawyer** has committed a violation of the Rules of Professional Conduct **shall take appropriate action.** (This is another place where the COA VIOLATED the RULES in my case.)

Comment: [1] **Taking action to address known misconduct is a judge's obligation.** Paragraphs (A) and (B) impose an obligation on the judge to report to the appropriate disciplinary authority the known misconduct of another judge or a lawyer that raises a substantial question regarding the honesty, trustworthiness, or fitness of that judge or lawyer. **Ignoring or denying known misconduct among one's judicial colleagues or members of the legal profession undermines a judge's responsibility to participate in efforts to ensure public respect for the justice system.**

LAWYERS MUST also Report Both Judicial and Lawyer Misconduct: Tenn. R. Sup. Ct. 8.3 (REPORTING PROFESSIONAL MISCONDUCT).

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[View Comments](#)



Judge: 'Revenge is mine'

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A Williamson County judge was convinced a Nashville lawyer with a reputation for legal trash-talking had exposed his secret.

Vengeance, Circuit Court Judge Michael Binkley publicly and repeatedly vowed, would be his.

“My day will come,” Binkley told a courtroom of attorneys.

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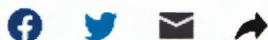
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members are there. We all, I think would agree 110 percent, have some of the best times we've ever had. It is so much fun.

"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.

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 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.

"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."

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

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[View Comments](#)



Judge: 'Revenge is mine'

**ABOVE WHERE JUDGE MICHAEL W. BINKLEY SAYS:
"I'VE NEVER TURNED IN A LAWYER
IN MY ENTIRE CAREER."**

CORRECTING OR REPORTING MISCONDUCT IS NOT "OPTIONAL" FOR A JUDGE!

NOW THIS MAY SOUND HARSH, BUT HERE IS HOW I INTERPRET HIS CLAIMS:

- 1.) I've never obeyed the Judicial Canons or the Rules of Professional Conduct.
- 2.) I let my "FRIENDS" lie, misquote and break the law, court orders... do whatever they want!
- 3.) I want to party and play games with Attorneys! I want all the respect and the power, of a Judge, without acting honorably, respecting the rights of others, or trying to remain impartial, "fair" (that's sometime in the fall...), and treating every person equally.
- 4.) I go with my gut feelings about people. Some of these deadbeats need to be taught a lesson!
- 5.) I reign with an iron fist! Constitution? I AM THE LAW! Conduct? Get OUT of HERE!

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SEVENTY (70) EXAMPLES! NO, THAT DOESN'T SOUND LIKE A "BLACKMAIL LIST", THAT "JUDGE BINKLEY" KEPT IN HIS TOP DESK DRAWER FOR A "RAINY DAY", OR THAT HE PURCHASED FROM A "FRIEND", OR THEY GAVE HIM AS A SPECIAL "FAVOR"!

Judge Binkley admitted he NEVER turned in an Attorney IN HIS ENTIRE CAREER, until NOW, for a "Vendetta" no less, connected with an alleged Prostitution Sting he got Arrested in, and Expunged by a Convicted Felon.

Nah... this doesn't sound like "ORGANIZED CRIME", it's just another day at Court in Middle Tennessee! (Doesn't it ever get embarrassing?)

So WHY hasn't Binkley been IMPEACHED YET for his TESTIMONY in this VIDEO alone? Oh... that's right, he's "connected"! How much do you think the State of Tennessee should OWE ME for 2-years of idiocracy?

I must admit, I have the feeling that Mr. Michael W. Binkley NEVER DESERVED to SIT in JUDGMENT OVER ME! WHY has the SCARY, INTIMIDATING, THREATENING, CRIMINAL, who HATES others having RIGHTS and FREEDOM been allowed to CRIMINALLY EXTORT my SILENCE ABOUT HIS and ATTORNEY STORY'S CRIMES AGAINST ME AND MY FAMILY FOR OVER 2-YEARS NOW? While not one prestigious "Member of the Court" can scratch their head, and think that maybe my 10,000 hours worth of WORK, while not asking for a penny, just to GET FREE from 600-MILES AWAY, might actually have some MERIT?

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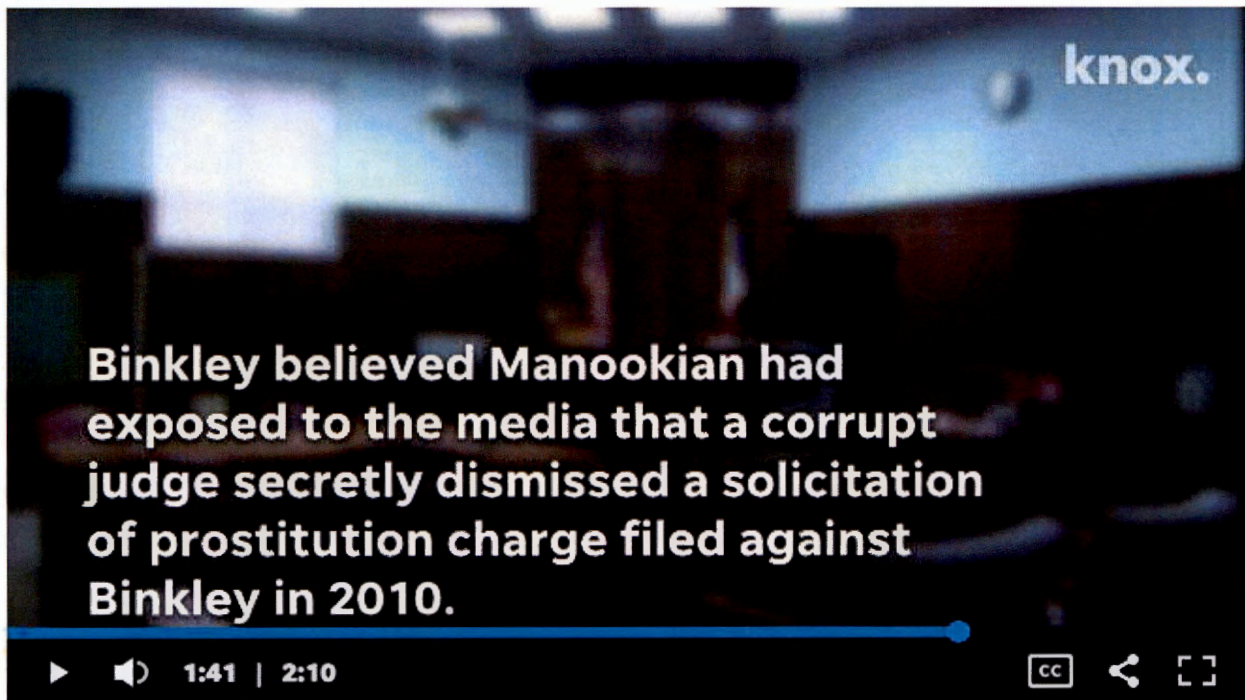
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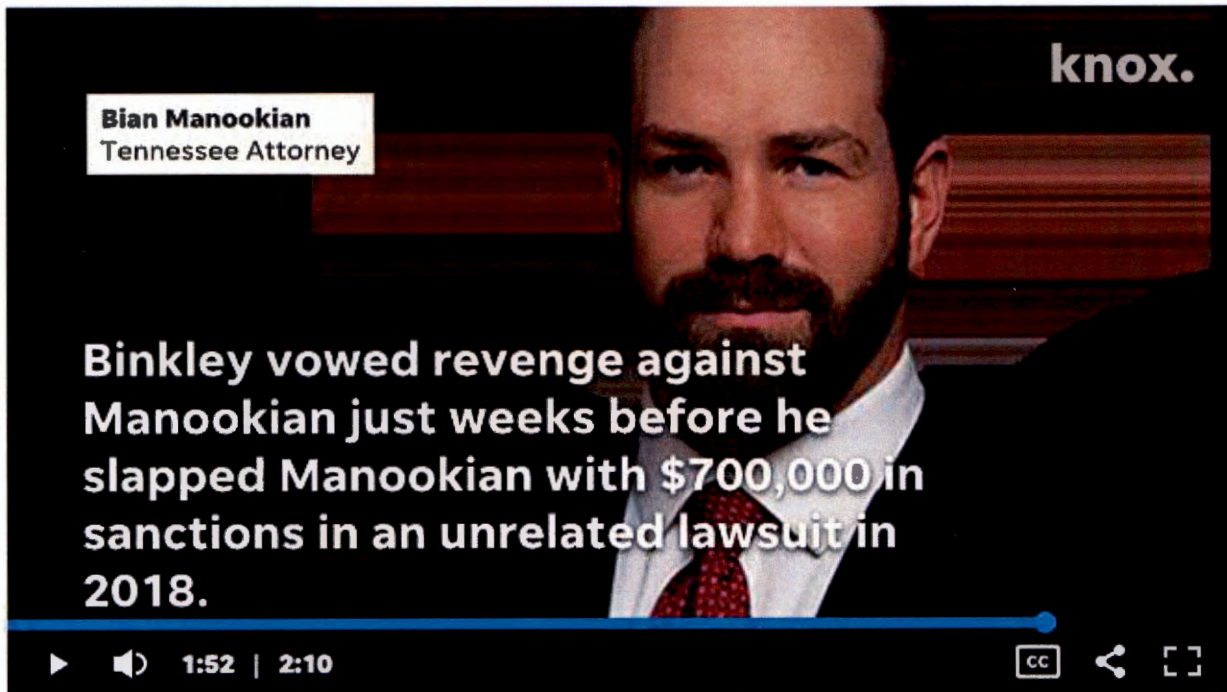
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Former Nashville judge Casey Moreland

Former Nashville Judge Casey Moreland pleaded guilty in May, admitting he attempted to bribe an ex-paramour and that he conspired to steal from a program for recovering drug addicts.

Now, a state appellate court is booting Binkley off the bench in that case and striking down his sanctions order in an opinion that lays bare the very thing Binkley wanted to hide.

Binkley had been caught in a prostitution sting in 2010, two years before he was elected to the bench. But one of Tennessee's most powerful judges — former Davidson County General Sessions Court Judge Casey Moreland — erased all record of it.

Emails show Williamson County judge, lawyer planned vacation together

IT'S NOT ABOUT MONEY OR DISCUSSING ACTIVE CASES, IT IS ABOUT THE FLAWS OF HUMANITY, THE UNCONSCIOUS STRINGS OF THE HEART, **THE FACT THAT THE KNOWN AND TRUSTED PARTY WILL ALWAYS HAVE AN ADVANTAGE OVER THE UNKNOWN**, ESPECIALLY WHEN THERE'S A LARGE DISPARITY BETWEEN CLAIMS!

Tennessean.

WILLIAMSON

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

Elaina Sauber The Tennessean

Published 5:00 a.m. CT Aug. 30, 2018

Williamson County Judge Michael Binkley sent an email to his wife in April 2016 to let her know a weekend lake trip organized for several judges and attorneys had been rescheduled to ensure the couple could attend.

"Looks like they made the lake party the second weekend so that you and I could be there. Very nice!! Put it on your calendar," Binkley wrote.

But the attorney who invited Binkley also had an active case before the judge in circuit court.

Three days before Binkley sent that email, the plaintiffs in a case he was overseeing, Sam and Shannon Clemmons, filed a motion asking the judge to recuse himself. Binkley later denied the motion.

One of the defense attorneys in the Clemmons' case, Virginia Story, invited Binkley, as well as his brother, Davidson County Judge Joe Binkley, on weekend trips in August 2015 and August 2016 featuring a houseboat, a lake house and dinners, according to emails obtained by USA TODAY NETWORK - Tennessee.

The Tennessee Administrative Office of the Courts refused to provide any emails about the trips, which were sent to or from judges' government-issued email addresses, claiming that the emails were not subject to inspection. This was in spite of the fact that the administrative office had previously produced some of those emails to another public records requester. The administrative office was specifically asked for those already-produced emails, but refused.

The lake trip emails sparked questions by the Clemmonses about whether judges can remain fair and impartial when presiding over cases while simultaneously vacationing with

Emails show Williamson County judge, lawyer planned vacation together

attorneys in those cases.

Attorney James Oglesby, who said he's attended the trips in past years, said they are held at Center Hill Lake, and confirmed Story — the defense attorney in the Clemmons' case — hosts them.

The emails didn't raise concerns for the Tennessee Board of Judicial Conduct, which is the state's sole authority for investigating and reprimanding sitting judges who violate judicial conduct rules.

In a letter sent to the Clemmonses in March, responding to their 144-page complaint about Binkley, board chair and Judge Chris Craft noted that proof of a judge's ethics violation must be "clear and convincing."

"The investigative panel did not feel such a burden could be met in this case," Craft wrote.

The complaint was dismissed.

Binkley did not return a request for comment.

WHENEVER YOU SEE AN ALLEGED "PUBLIC SERVANT", REFUSING TO COMMENT, IT IS THE SAME AS "PLEADING-THE-FIFTH", IN CIVIL COURT. IT MEANS THEY ARE PROBABLY GUILTY!

'You're going to get yourself into trouble'

It's unrealistic to expect a person to relinquish all their personal relationships with fellow attorneys once they become a judge, said Charles Geyh, an Indiana University law professor and expert in legal and judicial ethics.

But judges should be careful, Geyh said, if activities go beyond a casual lunch or social event.

Judges should never preside over cases when they're close friends with any of the attorneys involved, Geyh said.

"You start vacationing with people, and you're going to get yourself into trouble," he said. "It's not cool if it reaches the point of creating the perception that there are lawyers who have special access (to the judge)."

Tennessee judges must recuse themselves from presiding over cases in which their impartiality might "reasonably" be questioned, according to the state code of judicial conduct.

"People with whom you socialize actively, vacation with, enter business relationships with - there's nothing wrong with continuing to do that after (you become) a judge," Geyh said. "You just can't hear cases in which those lawyers make appearances before you."

Emails show Williamson County judge, lawyer planned vacation together

'Just something you do'

It's unclear how many attorneys and judges were invited to or attended the boating trips in 2015 and 2016. One email from Story about the 2015 trip was sent to Michael Binkley, Joe Binkley, Williamson County Judge Joseph Woodruff, and more than a dozen Williamson County attorneys.

Some attorneys who were included in the emails and contacted by The Tennessean for comment said they didn't think judges and attorneys vacationing together was an issue.

"I don't think it's any business the public needs to have. It's just something you do," said Lori Thomas Reid, a Franklin family law attorney who was included on one of the emails.

Attorney Michael Fort said the trips are harmless and likened them to events held by the Tennessee Bar Association or American Inns of Court, an organization comprised of local chapters of lawyers, judges and other legal professionals.

"I don't understand the concern about it," he said.

It's common for lawyers' families to accompany them on the trips, Fort said.

"It's not a place for conversation on cases. You've got kids running around and swimming and (water) skiing," he said. "It's a place to let that guard down a little bit and personalize everybody."

Oglesby echoed those sentiments, saying the trips are "purely a social thing."

Story did not return a call for comment.

Judges required to report some gifts

When a judge won't recuse themselves from a case, it's rare for higher courts to overrule them, said Richard Flamm, a California-based attorney who has published books on judicial and lawyer disqualification.

"When it comes to disqualifying judges, there never seems to be enough of a reason," Flamm said. "There's very little case law you can find when moving to disqualify a judge."

It's unclear whether attorneys paid for any of Judge Michael Binkley's expenses on the 2016 lake trip. If they did, that could prove problematic.

THE STATE OF TENNESSEE HAS NO LEGAL AUTHORITY OR JURISDICTION TO FORCE THE PEOPLE TO SUBMIT & PARTICIPATE IN A SYSTEMICALLY BIAS, PARTIAL, AND CORRUPT COURT SYSTEM! WE ARE AMERICAN CITIZENS!

Emails show Williamson County judge, lawyer planned vacation together

"If the attorney inviting the judge is paying for the lodging and the judge's meals, then the judge is accepting gifts of more than ordinary social hospitality," Flamm said. "That's improper."

Tennessee judges are required to report to the Administrative Office of the Courts certain gifts they receive from outside parties, including attorneys.

For example, a judge must report gifts valued at more than \$250. A judge must also report money received from "extrajudicial activities," such as giving a lecture or speech.

Binkley reported that he didn't receive any gifts in 2016 or 2017, according to public compensation reports filed with the Administrative Office of the Courts.

Rule 10 of the Code of Judicial Conduct says judges may accept "ordinary social hospitality," but does not elaborate on what that includes.

In other states, judges cannot accept gifts or go on paid trips with attorneys who are involved in a case over which those judges are presiding.

Louisiana judge Robin Free accepted an all-expenses-paid trip on a private jet to a Texas ranch in 2010 that was organized and paid for by attorneys with a personal injury case before the judge at the time.

Four years later, the Louisiana Supreme Court determined Free had violated its code of judicial conduct, and suspended him for 30 days without pay and imposed a \$7,000 fine, according to Reveal News, with the Center for Investigative Reporting.

In May, county court judge Maria Ortiz in Miami, Fla., agreed to pay a \$5,000 fine for failing to report free hotel stays and gifts she and her husband received, according to the Miami Herald. Florida judges are required to report all gifts that could give the public reason to question their impartiality.

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

IF THE TENNESSEE BOARD OF JUDICIAL CONDUCT HAD USED A TINY BIT OF "6TH GRADE COMMON SENSE", OR SHOWED THE SLIGHTEST BIT OF CARE OR KNOWLEDGE ABOUT HISTORY, THE WORLD OVER, THROUGHOUT THOUSANDS OF YEARS, AND FIXED THIS ETHICALLY IN 2018, IT WOULD HAVE SAVED YEARS OF MY LIFE, AND WELL OVER A MILLION DOLLARS OF LOSSES IN MY LIFE ALONE! WHILE I KNOW THAT MANY OTHER PEOPLE AND FAMILIES HAVE LIKEWISE SUFFERED GREATLY FROM THIS PROFESSIONAL NEGLIGENCE (BORDERING UPON TREASON). REFUSING TO PRIORITIZE PROTECTING THE JUDICIAL INTEGRITY OF THE STATE OF TENNESSEE, OVER THE PLEASURES OF PLAYING "COURT" WITH THEIR FRIENDS! (ASK A HOMELESS PERSON, THEY'LL SHOW MORE ETHICAL FORTITUDE & "COMMON SENSE" THAN THE ELITE JUDICIARY HAS IN THIS AREA!)

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

"If the public is as smart as everybody says they are, most people who have any common sense 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.

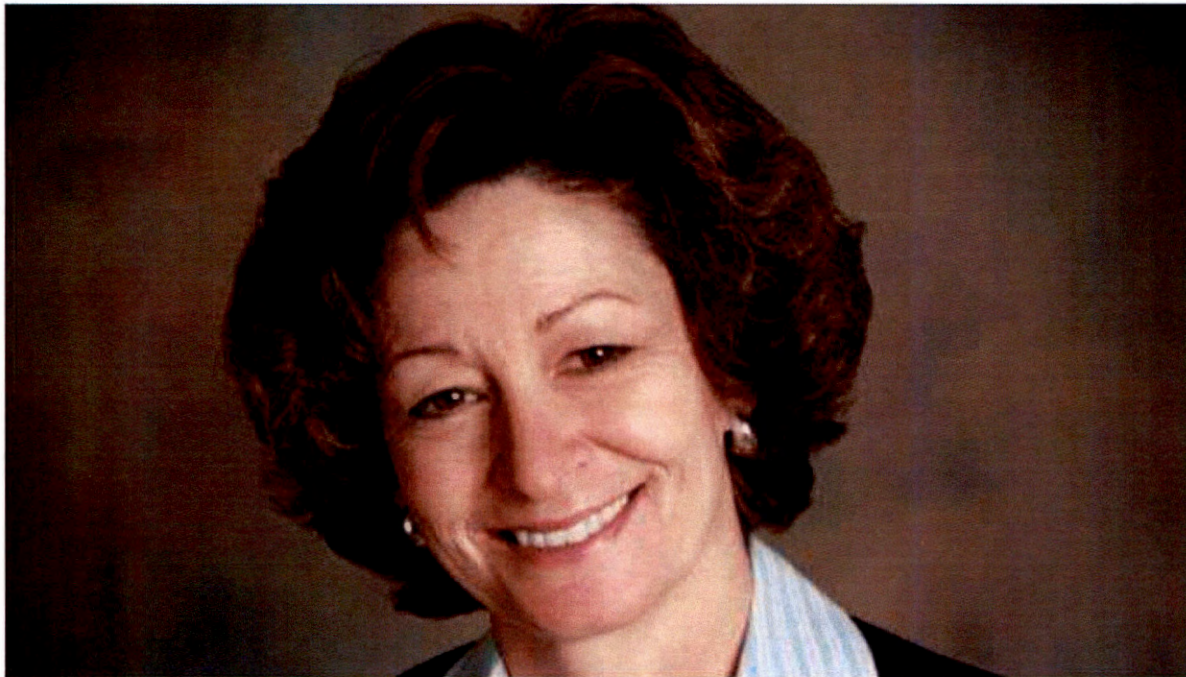
Virginia Story, the attorney who invited Binkley on the trip in 2016, had an active case before the judge in circuit court, which sparked questions about whether judges can remain fair and impartial when presiding over cases while simultaneously vacationing with attorneys in those cases.

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

Home > Feature Stories > Attorney Feature

Trial Lawyer's Building It's in Their Blood: Virginia Lee Story



By Attorney at Law Magazine 📅 April 20, 2016

We sat down with Virginia Lee Story to discuss the law practice here in Franklin which has expanded to a practice with 12 attorneys since the inception in 1985. Story practices with Joanie Abernathy, Neil Campbell, Julia Stovall, Nick Harris, Steve Garner, Casey Ashworth, Diane Crosier, Katye Yarbrough, Nathan Luna & Jill Hudson.

AALM: Tell us about the founding of your office.

Story: Franklin, Tennessee is a wonderful town of growing families and businesses. When I graduated from Lipscomb University and started law school in Nashville, I began to migrate toward the Williamson County line to

work with our current clerk and master, Elaine Beeler and Mr. Dan Beeler.

I purchased a historic building in downtown Franklin. Unfortunately, an arson attack forced me to purchase my current location. In 2004, the new county courthouse – we call it the new courthouse even though it's now over 10 years old. I have been very lucky thus far in my real estate adventures and when the county announced that they were building the courthouse across the street from our law office, we were thrilled. We can now be in court in one minute.

Being a small town practice was my goal. I feel like I made the right choice for my family. My husband and I have owned Clean Earth Sanitation, Inc. and now are developing and building, Williamson County is the land of opportunity. Our children were educated in Williamson County Schools and Battle Ground Academy after grammar school which has shaped their career paths. The spiritual vibe of Williamson County has also been a source of strength for our family and my career.

AALM: What first drew you to the legal field?

Story: My father practiced law for 60 years in Kentucky. He took me to the courthouse with him when he prosecuted cases from age 12. He became the attorney for the county in condemnation proceedings acquiring the property known as the land between the lakes. While real estate law was never for me, my husband and I have been developing property for the last 10 years. I guess the real estate bug laid dormant for a time.

When I graduated from the Nashville School of Law, I was originally drawn to criminal law and did a fair amount of work in that area. As Williamson County became more of a family community, my practice began shifting toward family law. That has been my major focus for the past 25 years. I have been practicing in Williamson County for 31 years. The law has been my passion every day.

AALM: Tell us about your team.

Story: We have grown from two lawyers to 11. I have been practicing with my best friend, Joanie Abernathy, for more years than either of us care to admit. We met in law school. We have been fortunate to practice with a growing group of strong lawyers, including Neil Campbell, Julia Stovall, Nick Harris, Casey Ashworth, Diane Crosier, Steve Garner, Nathan Luna, Katye Yarbrough and Jill Hudson.

AALM: How do you and your partners balance running a business with practicing law?

Story: We are all autonomous in our practice. Each partner is their own boss. I do not dictate how they practice law, how many hours they work or their caseload. The attorneys and staff in our office are professionals and that is all I need to say about their balance. My balance is slightly weighted toward a workaholic but every year I say that I am going to find a better balance. Running a business came easy to me, I am frugal and therefore run a pretty tight ship on the overhead. The business part of the practice is time consuming but it is very worth it when you develop a system and are able to share a space with the nicest lawyers that provide a warm and productive environment in which to work.

AALM: Are there any cases that affected the way you approached the law?

Story: Yes, there were two high-profile criminal cases when I started in Franklin that shaped me as a lawyer. Both were murder trials and required a vast amount of dedication. They taught me to work hard, be prepared and something that perhaps cannot be taught, except by your parents, and that is to truly care about the clients you represent and their families but also about the victim's families.

AALM: As you look to the future, how do you see your firm evolving?

Story: I see our firm continuing to do what they do best and that is representing our clients to the best of our ability and if you do a good job then it is rewarded. We opened an office in Westhaven community in 2013 and I see that location as being a growth opportunity to serve the needs of clients.

AALM: Who are your legal heroes and how do you aspire to emulate them?

Story: My father, James E. Story taught me humility and how to practice law to the best of my ability. My mother, sisters and brothers keep me grounded. Growing up in a home with eight to 10 people at a time, only two small bathrooms and three bedrooms, certainly provided me with the tools I have come to use in my Rule 31 mediations. My best friend and partner for 30 years, Joanie Abernathy, has taught me that if you cannot say anything nice, don't say anything. There is no finer person that I know. She is genuine to the core. Justice Cornelia Clark, who was one of our circuit court judges when I began practicing, is so knowledgeable of the law and compassionate for her constituents. Her professional demeanor in everything she does is impeccable. Judge Don Harris and Judge Henry Denmark Bell both taught me to work hard and be prepared every day in court. If I was not prepared, they would sure let me know! They all inspire me as well as many others including my husband Richard Horn of 30 years who has supported my career tirelessly and our children who have sacrificed having a stay at home mom.



Attorney at Law Magazine

Attorney at Law Magazine is a national B2B trade publication for and about private practice attorneys. The magazine focuses on the industry, its events, happenings and the professionals and firms that drive its success. The editorial is a collaboration of interviews with professionals, industry expert penned columns and articles about advancing your legal practice through marketing, practice management and customer service.

Jeff Fenton

From: Tommy Anderson <tom@tommyanderson.us>
Sent: Wednesday, October 2, 2019 3:01 PM
To: Jeff Fenton; Fawn Fenton; Virginia Story
Subject: 1986 Sunny Side

Jeff,

Curious if you are in Tennessee gathering your personal property this week.

Sincerely,

Tommy Anderson

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

Jeff Fenton

From: Virginia Story <virginia@tnlaw.org>
Sent: Friday, October 4, 2019 2:14 PM
To: Jeff Fenton
Cc: Heidi Macy; Kathryn Yarbrough; Tommy Anderson
Subject: RE: Fenton v. Fenton

Categories: 5-Email: Present to Court

Jeff,

Please make sure that you have vacated the property by 10/5/19 at 12 noon with only the belongings that you listed to remove.

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.*

From: Jeff Fenton
Sent: Saturday, September 28, 2019 1:52 PM
To: Virginia Story <virginia@tnlaw.org>; elaine.beeler@tncourts.gov
Cc: Heidi Macy <Heidi@tnlaw.org>; Kathryn Yarbrough <kyarbrough@tnlaw.org>
Subject: RE: Fenton v. Fenton
Importance: High

Hello Ms. Story,

YES!

Jeff Fenton

From: Tommy Anderson <tom@tommyanderson.us>
Sent: Saturday, October 5, 2019 5:15 PM
To: Virginia Story
Cc: Jeff Fenton; Heidi Macy; Kathryn Yarbrough
Subject: Re: Fenton v. Fenton

Jeff,

Checking in to see if you will be vacated 1986 Sunny Side by 5pm today Saturday October 5, 2019.

Sincerely,

Tommy Anderson

On Friday, October 4, 2019, Virginia Story <virginia@tnlaw.org> wrote:

Jeff,

Please make sure that you have vacated the property by 10/5/19 at 12 noon with only the belongings that you listed to remove.

Thanks,

Virginia



Virginia Lee Story

Attorney at Law

136 Fourth Avenue South

Franklin, TN 37064

(615) 790-1778

Jeff Fenton

From: Tommy Anderson <tom@tommyanderson.us>
Sent: Sunday, October 6, 2019 12:24 PM
To: Virginia Story
Cc: Jeff Fenton; Heidi Macy; Kathryn Yarbrough
Subject: Re: Fenton v. Fenton

Jeff my friend,

I will be coming by today after my son's bball game. I hope to see you gone by then, or other measures, not to your liking will be enforced. Time to move on.

Tommy Anderson

On Friday, October 4, 2019, Virginia Story <virginia@tnlaw.org> wrote:

Jeff,

Please make sure that you have vacated the property by 10/5/19 at 12 noon with only the belongings that you listed to remove.

Thanks,

Virginia



Jeff Fenton

From: Tommy Anderson <tom@tommyanderson.us>
Sent: Sunday, October 6, 2019 1:54 PM
To: Virginia Story
Cc: Jeff Fenton; Heidi Macy; Kathryn Yarbrough
Subject: Re: Fenton v. Fenton

Categories: 5-Email: Present to Court

Jeff will be out by tonight. I just went by & met him & his mother at Sunny Side.

Tommy

On Sunday, October 6, 2019, Tommy Anderson <tom@tommyanderson.us> wrote:

Jeff my friend,

I will be coming by today after my son's bball game. I hope to see you gone by then, or other measures, not to your liking will be enforced. Time to move on.

Tommy Anderson

Jeff Fenton

From: Tommy Anderson <tom@tommyanderson.us>
Sent: Sunday, October 6, 2019 6:35 PM
To: Virginia Story
Cc: Jeff Fenton; Heidi Macy; Kathryn Yarbrough
Subject: Re: Fenton v. Fenton

THE CLOSING FOR OUR HOME WASN'T FOR THREE MORE WEEKS, ON 10/29/2019, SO WHY WERE WE BULLIED SO MUCH? ATTORNEY STORY HAD NO LEGAL AUTHORITY! THEY HAD MONTHS WITH THE HOUSE BY THEMSELVES (WHILE MY STUFF WAS STOLEN)! WHY WAS I ONLY ALLOWED 5-DAYS WITH MY ELDERLY MOTHER TO BOTH PACK AND MOVE MY 2,500 SQFT HOME? WHO MADE STORY GOD? AND THE AUCTIONEER HER ENFORCER, I PAID? A GANG OF LAWLESS THIEVES & THUGS!

Thank you Jeff for leaving with your possessions today. We drove by & you were headed out the driveway.

Sincerely,
 Tommy Anderson

Maio

Fenton

THIS INSTRUMENT WAS PREPARED BY

Bankers Title & Escrow Corp.
 5107 Maryland Way, Ste. 115
 Brentwood, TN 37027
 P19-10267A-BW

SAMUEL F. ANDERSON
 STATE OF TENNESSEE
 NOTARY PUBLIC
 DAVIDSON COUNTY

STATE OF TENNESSEE
 COUNTY OF Williamson

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS \$ 324,360.00

[Signature]
 Attorney

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 29 DAY OF October, 2019

[Signature]
 Notary Public

MY COMMISSION EXPIRES: 11/3/20
 (AFFIX SEAL)

WARRANTY DEED

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
GL Properties, LLC	GL Properties, LLC	
1986 Sunnyside Drive	101 Creekside Crossing #1700195	013J-A-035.00-000
Brentwood, TN 37027	Brentwood, TN 37027	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

NOTICE OF JUDICIAL VACANCY

**Circuit Court, Division III
21st Judicial District
Williamson County**

Pursuant to Tenn. Code Annotated § 17-4-308(d), notice is hereby given that the Trial Court Vacancy Commission will meet in the 21st Judicial District to initiate the process of filling the vacancy in the Circuit Court, Division III, occurring on September 30, 2023, following the retirement of Judge Michael W. Binkley on September 29, 2023. The Commission will meet Thursday, August 31st in the Mayor and Aldermen Board Room in the Franklin City Hall located at 109 3rd Ave S., Franklin, TN 37064, at 9:00 a.m. CDT.

Applicants must be an attorney licensed in Tennessee who is at least 30 years of age, a resident of the state for five years, and must reside in the Judicial District. The Commission is committed to encouraging a diverse judiciary and welcomes all qualified attorneys to apply.

For an applicant to be considered for the judicial vacancy, the Administrative Office of the Courts must receive a completed application **by Wednesday, July 26, 2023 at 12:00 p.m. CST**. The application and instructions are available at <http://www.tncourts.gov/administration/judicial-resources>. A completed application includes: (1) the original signed (unbound) application; **and** (2) a digital copy of the application. The Commission encourages applicants to submit applications as soon as possible and communicate with the Administrative Office of the Courts to schedule hand-delivery or provide delivery tracking information for the original application to help ensure timely receipt by the deadline.

Any member of the public may attend the public hearing to express, orally or in writing, objections concerning applicant(s) for the judicial vacancy.

If you require an accommodation and/or have special needs because of a qualified disability, have questions about the Commission, or need to schedule hand-delivery or provide delivery tracking information for an application, please contact John Jefferson at the Administrative Office of the Courts at John.Jefferson@tncourts.gov or 615-741-2687.

This the 6th day of July, 2023.

Williamson County Judge Michael Binkley to retire a year after reelection

Asked why he would retire a year after winning an eight-year term: 'Why not?'

BY MATT MASTERS

JUL 12, 2023

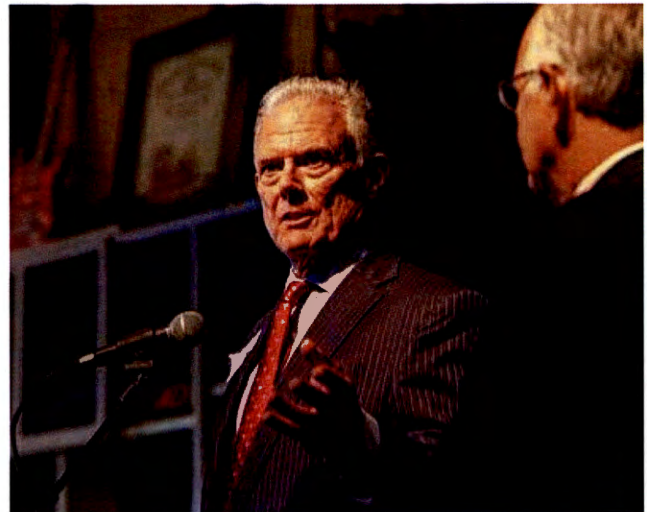
Williamson County Circuit Judge Michael W. Binkley will retire in September despite having been reelected to the bench just shy of one year ago.

Binkley, 72, is set to retire on Sept. 29, after serving 11 years on the bench and a 35-year career as a trial lawyer in private practice.

When asked why he would retire after campaigning for and winning re-election to the eight-year term in 2022, Binkley responded, "Why not?," adding that he has other things that he wants to do with his life.

"I have thoroughly enjoyed being a trial judge for the last 11 years," Binkley told *Post* sister publication *The News*. "I have really enjoyed serving the judiciary as well as serving the citizens of Williamson County. I have been honored to hold this position, and I've really enjoyed it. Going forward, I look forward to opportunities in my life, inside the law and, mostly, outside of the law."

In 2021, Binkley told voters and supporters that the role of judge "gives me the opportunity



Judge Michael Binkley addresses supporters at Franklin's Puckett's Grocery and Restaurant during a reelection campaign kick-off event for himself and fellow sitting Judges James Woodruff and Deanna Johnson.

Matt Masters

to do the right thing each and every time, and it's worked for me, and that's exactly what I intend to continue to do."

Binkley's time on the bench has not been without controversy after he was caught in a prostitution sting in 2010, two years before he became judge. Fallout from that incident has played out in the courts and through ethics complaints.

Binkley has also been the subject of the "Investigate Michael W. Binkley Circuit Court Judge" Facebook page, which was created in 2017.

According to the Tennessee Administrative Office of the Courts, applications to fill the judicial vacancy will be accepted until July 26, and on Aug. 31, the Trial Court Vacancy Commission will hold a public meeting in Franklin to discuss the vacancy and applicants.

A replacement will then be appointed by Gov. Bill Lee. The appointee will serve until the next general election, when voters will elect a replacement.

Qualified applicants must be licensed attorneys who are at least 30 years old who have been residents of the state for five years and are residents of the 21st Judicial District.

This story was first published by our sister publication The News.

Matt Masters

Supreme Court of Tennessee Blog

A legal blog dedicated to covering the Supreme Court of Tennessee (and other interesting legal issues)

Tag Archives: Sandy Garrett



The Tennessee Justice System Has a Bigoted Personnel Problem. Unfortunately, the Bureaucrats Responsible for Overseeing It Don't Care.

🕒 June 12, 2019 📁 First Amendment, Rules of Professional Conduct 📌 Daniel Horwitz, Sandy Garrett, Tennessee Board of Professional Responsibility

By **Daniel Horwitz**:

It seems that almost every week now, government officials involved in Tennessee's justice system make headlines for their overt, unapologetic bigotry. In May of this year, for instance, Shelby County Criminal Court Judge Jim Lammey gained national attention after posting an article that referred to Muslim immigrants as "foreign mud" and said that Jews should "get the f**k over the Holocaust." Weeks later, Coffee County District Attorney Craig Northcutt provoked an initial wave of outrage after posting (among other disqualifying nonsense) that Muslims' "belief system is evil, violent and against God's Truth," only to outdo himself shortly thereafter when a video surfaced of him proclaiming that gay couples don't enjoy constitutional rights and would not be protected by domestic violence statutes within his jurisdiction. And today, the Knoxville News Sentinel reports that Knox County Sheriff's Detective Grayson Fritts recently declared that "federal, state and county governments should arrest, try, convict and 'speedily' execute people within the LGBTQ community" for participating in Pride parades.

These outrages are not isolated. They also are not surprising, given the shockingly indifferent way that such disqualifying conduct is treated by the bureaucrats who oversee Tennessee's justice system. And they will continue to occur over and over and over again until administrators like BPR Chief Disciplinary Counsel Sandy Garrett are replaced with competent, capable people who consider bigotry and misconduct by public officials at least as problematic as private attorneys loaning poor clients money so that they can pay their rent.

This is not an exaggeration. Tennessee's Board of Professional Responsibility—the shadowy, quasi-governmental body that regulates lawyers in Tennessee—has routinely turned a blind eye to racism and approached the absolute worst forms of misconduct with kid gloves under circumstances when the violators were participants in Tennessee's justice system. In 2014, for instance, a Shelby County District Attorney who was caught (and admitted) withholding exonerating evidence in a capital murder case received nothing more than a public censure. In other circumstances, misconduct in the form of racist comments made by District Attorneys during prosecutions were ignored by the body entirely. And indeed, during an insane attempted power grab last year that would have afforded the BPR wide-ranging authority to censor and prosecute a vast amount of constitutionally protected, private attorney speech, at Ms. Garrett's urging, the BPR itself sought to carve out a special disciplinary exemption for prosecutors who exercised racist peremptory challenges during jury selection.

By contrast, trivial violations that most reasonable people would not consider misconduct at all are met with fire and fury. For instance, in only the latest indication that Tennessee's BPR has lost both its purpose and its mind, the Board came down hard on one lawyer for what is apparently considered an egregious offense in this State: Helping a poor client pay her rent. Ultimately, the punishment he received was identical to the sanction that the BPR levied against the above-mentioned Memphis prosecutor who hid exonerating evidence in a capital murder case—a fact that says just about everything that needs to be said about the BPR, its judgment, and its priorities.

Most troublingly, though, Garrett's BPR has helped prevent serious misconduct by public officials from coming to light by aggressively prosecuting attorneys across the state for having the audacity to speak up or speak out against judges. Indeed, notwithstanding the absence of any conceivable harm to the public, there appears to be no surer way to guarantee severe professional sanction in Tennessee—including summary, indefinite suspension—than to stand up to a judge. Given this context, it is fair to wonder whether the culture of silence and censorship that Garrett's BPR fosters—whether deliberately or otherwise—serves to inhibit whistleblowing and allows misconduct by public officials to fester unchecked for years. Indeed, one wonders whether that's the point.

Year after year, bar associations and self-important bar leaders across Tennessee wonder aloud why the legal profession is consistently held in such low esteem by the general public. Curiously, the existence of bigoted judges and prosecutors, a structurally inadequate indigent defense system, and highly questionable behavior by professional regulators—both with respect to the way they treat practicing attorneys and prospective lawyers—never seem to come up as possible explanations. Certainly, the solutions sought by the BPR don't address any of the many legitimate reasons why the public would hold the entire legal system in low regard. Instead, to the exclusion of any justifiable priority, the approach of Tennessee's BPR has largely been to censor and prosecute lawyers who criticize governmental participants in a legal system that is failing daily.

Though few dare to challenge the BPR's behavior and priorities given credible fear of retaliation, it is past time that the BPR secured new leadership. As Garrett's BPR demonstrates year after year, the body quite simply lacks the judgment to oversee or regulate the practice of law in Tennessee. Having failed to do her job competently for long enough, the Tennessee Supreme Court should replace her. Alternatively, for the good of the profession, Garrett should do the honorable thing and resign.

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APR 07 2020
By

TECHNICAL RECORD

VOI 1
Appendix 2
13-1

TR-5
TE-1

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

**IN THE COURT OF APPEALS OF TENNESSEE
AT NASHVILLE**

FAWN [REDACTED] FENTON v. JEFFREY RYAN FENTON

**Chancery Court for Williamson County
No. 48419b
COA NO. M2019-02059-COA-R3-CV**

CERTIFICATE OF APPELLATE RECORD

I, Elaine B. Beeler, Clerk and Master, Williamson County Chancery Court, Franklin, Tennessee, do hereby certify that the following items herewith transmitted to the Court of Appeals are original or true and correct copies of all or the designated papers on file in my office in the captioned case.

1. Technical record attached to this certificate consisting of 709 pages contained in five volumes.
2. One volume of transcripts filed in my office on February 18, 2020, and authenticated by the Trial Judge or automatically authenticated under T.R.A.P. Rule 24(f).

1 Volume - Hearing Date August 1, 2019

3. No exhibits are included in the record.
4. No sealed documents and/or exhibits are included in the record.
5. No depositions are included in the record.
6. No exhibits and/or documents of unusual bulk or weight have been retained in my office.

This the 31st day of March, 2020.



Sara B McKinney
Elaine B. Beeler *D.C.*
Clerk and Master
Williamson County Chancery Court
Franklin, Tennessee

FILED/ENTERED DATE	INDEX	PAGE
6/4/19	COMPLAINT FOR DIVORCE	1-4
6/4/19	TEMPORARY RESTRAINING ORDER	5
6/11/19	AFFIDAVIT OF LORI POLK	6-8
6/20/19	PETITION FOR ORDER OF PROTECTION AND ORDER FOR HEARING	9-29
6/20/19	TEMPORARY ORDER OF PROTECTION	30-32
6/20/19	MOTION TO DEEM HUSBAND SERVED	33-40
7/17/19	MOTION TO SELL THE MARITAL RESIDENCE	41-44
7/29/19	HUSBAND'S RESPONSE TO WIFE'S MOTION TO SELL MARITAL RESIDENCE	45-106
8/13/19	ORDER EXTENDING EX-PARTE/TEMPORARY ORDER OF PROTECTION	107-109
8/14/19	EX PARTE ORDER OF PROTECTION EXTENDED PENDING FINAL HEARING AND ORDER GRANTING MOTION TO SELL MARITAL RESIDENCE BY AUCTION	110-112
8/15/19	MOTION FOR VIOLATION OF THE EX PARTE ORDER OF PROTECTION AND FOR DATE CERTAIN FOR WALK THROUGH OF HOUSE AND MOTION FOR SCHEDULING ORDER	113-118
8/29/19	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	119-380
8/29/19	ORDER/EXTEND ORDER OF PROTECTION, RESET MOTION, WAIVE MEDIATION, SET FINAL HEARING, ETC.	381-383
8/29/19	ORDER EXTENDING EX PARTE/TEMPORARY ORDER OF PROTECTION	384-386
9/20/19	PROTECTED INCOME AND ASSETS	387-391
9/26/19	MOTION TO SELL REMAINING CONTENTS OF MARITAL RESIDENCE	392-399
10/10/19	NOTICE OF FILING/ORDER ENTERED BY THE U.S. BANKRUPTCY COURT	400-402
10/10/19	ORDER/MOTION TO SELL REMAINING CONTENTS OF THE MARITAL RESIDENCE	403-404
10/21/19	ORDER OF PROTECTION	405-410
10/21/19	AFFIDAVIT OF VIRGINIA LEE STORY	411-415
10/28/19	FINAL DECREE OF DIVORCE	416-423
11/20/19	NOTICE OF APPEAL	424-425
2/18/20	NOTICE OF FILING/TRANSCRIPT	426
2/18/20	DEFENDANT'S RESPONSE TO NOTICE OF FAILURE TO COMPLY WITH T.R.A.P. RULE 24, RESPONSE TO MOTION TO DISMISS, AND RESPONSE TO ADMINISTRATIVE ORDER BY THE COURT OF APPEALS	427-709

FILED/ENTERED DATE	INDEX EXTENDED – TO DIFFERENTIATE HUSBAND'S DOCUMENTS, PROVIDING CONTEXT AND CLARITY.	PAGE
6/4/2019	COMPLAINT FOR DIVORCE (ATTORNEY VIRGINIA LEE STORY #48419B).	1-4
6/4/2019	TEMPORARY RESTRAINING ORDER.	5
6/11/2019	AFFIDAVIT OF LORI POLK.	6-8
6/20/2019	PETITION FOR ORDER OF PROTECTION AND ORDER FOR HEARING.	9-29
6/20/2019	TEMPORARY ORDER OF PROTECTION. (28 U.S.C. § 455 (a),(b)(1))	30-32
6/20/2019	MOTION TO DEEM HUSBAND SERVED.	33-40
7/17/2019	MOTION TO SELL THE MARITAL RESIDENCE. VIOLATED FRBP RULE 7001 PART VII (1),(2),(3), 11 U.S.C. § 363(b)(1), 11 U.S.C. §363(h), 11 U.S.C. § 541, 11 U.S.C. §§ 1203-1208, 28 U.S.C. §§ 1334-1335, 18 U.S.C. §§ 153-158, 18 U.S.C. §§ 241-242, 18 U.S.C. § 1951, 42 U.S.C. §§ 12202-12203 (a),(b),(c), TCA § 39-16-403, TCA § 39-16-507, U.S. Const., amend. I, II, IV, V, VII, VIII, XIV.	41-44
7/29/2019	HUSBAND'S RESPONSE TO WIFE'S MOTION TO SELL MARITAL RESIDENCE. (SEE R.v1, PAGES: 45, 46:3, 46:6, 47:7, 47:8, 48:9, 48:10, 50:14, 50:16.)	45-106
8/13/2019	ORDER EXTENDING EX-PARTE TEMPORARY ORDER OF PROTECTION.	107-109
8/14/2019	EX PARTE ORDER OF PROTECTION EXTENDED PENDING FINAL HEARING AND ORDER GRANTING MOTION TO SELL MARITAL RESIDENCE BY AUCTION. (18 U.S.C. §§ 241-242, 18 U.S.C. § 1951, 42 U.S.C. §§ 12202-12203)	110-112
8/15/2019	MOTION FOR VIOLATION OF THE EX PARTE ORDER OF PROTECTION AND FOR DATE CERTAIN FOR WALK THROUGH OF HOUSE AND MOTION FOR SCHEDULING ORDER. (18 U.S.C. §§ 241-242, 18 U.S.C. § 1951, 42 U.S.C. §§ 12202-12203)	113-118
8/29/2019 ANY AND ALL POSSIBLE JURISDICTION TERMINATED UPON WRONGFUL EVICTION, FORCING HUSBAND TO RELOCATE TO MICHIGAN!	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 (AKA HUSBAND'S "ONE AND DONE": EMERGENCY AD HOC ANSWER & COUNTER TO ALL COMPLAINTS, INCLUDING DIVORCE, WITH SELF-EXPLANATORY EXHIBITS).	119-380 NOT ONE WORD USED IN HUSBAND'S DEFENSE
8/29/2019	ORDER/EXTEND ORDER OF PROTECTION, RESET MOTION, WAIVE MEDIATION, SET FINAL HEARING, ETC. (18 U.S.C. §§ 241-242, 18 U.S.C. § 1951)	381-383
8/29/2019	ORDER EXTENDING EX PARTE/TEMPORARY ORDER OF PROTECTION.	384-386
9/20/2019	PROTECTED INCOME AND ASSETS.	387-391
9/26/2019	MOTION TO SELL REMAINING CONTENTS OF MARITAL RESIDENCE: FRAUD! (DESPITE 8/29 PROMISES IN COURT AND TN PROTECTED INCOME & ASSETS.)	392-399
10/10/2019	NOTICE OF FILING/ORDER ENTERED BY THE U.S. BANKRUPTCY COURT.	400-402
10/10/2019	ORDER/MOTION TO SELL REMAINING CONTENTS - MARITAL RESIDENCE.	403-404
10/21/2019	ORDER OF PROTECTION (FALSE CLAIMS, DEPRIVED OF HEARING, DEFAULT)	405-410
10/21/2019	AFFIDAVIT OF VIRGINIA LEE STORY (FAILS TO DISCLOSE CRITICAL CONTENTS OF HUSBAND'S LETTER – FRAUDULENT BY RPC DEFINITION).	411-415
10/28/2019	FINAL DECREE OF DIVORCE (DEFAULT ORDER – WITHOUT NOTICE OR MOTION, BASED UPON ATTORNEY STORY'S FRAUDULENT AFFIDAVIT).	416-423
11/20/2019	NOTICE OF APPEAL.	424-425
2/18/2020	NOTICE OF FILING/TRANSCRIPT (FOR 8/1/2019 HEARING IN CHANCERY).	426
2/18/2020	DEFENDANT'S RESPONSE TO NOTICE OF FAILURE TO COMPLY WITH T.R.A.P. RULE 24, RESPONSE TO MOTION TO DISMISS, AND RESPONSE TO ADMINISTRATIVE ORDER BY THE COURT OF APPEALS.	427-479

2/18/2020	HUSBAND'S QUALIFIED DISABILITY DOCUMENTS FROM LOCAL PHYSICIANS.	480-494
** 2/18/2020 **	8/29/2019 TRANSCRIPT OF EVIDENCE FROM CHANCERY HEARING →	495-523
** 2/18/2020 **	8/01/2019 TRANSCRIPT OF EVIDENCE FROM CHANCERY HEARING →	524-565
2/18/2020	WIFE'S ARSENAL, FIREARMS TRAINING RESUME, LICENSES, DEFENSIVE HANDGUN INSTRUCTOR, CARRY PERMIT, CITIZENS POLICE ACADEMY, SITUATIONAL AWARENESS, RAPE & PEPPER SPRAY CERTIFIED TRAINER.	566-594
2/18/2020	WIFE PROMISES TO PAY ALIMONY, SETTLEMENT PROPOSITIONS, HOUSE NEGOTIATIONS, CONCERNS ABOUT TRUMP TAX REFORM. HUSBAND OFFERED TO LET WIFE KEEP THE HOME, WIFE DECLINED. MET WITH HUSBAND'S THERAPIST – WIFE WANTED TO REMAIN FRIENDS AFTER DIVORCE. CHRISTMAS AND BIRTHDAY GIFTS. ROOMMATE ANNOUNCEMENT AND INCOME (WIFE HAPPY) \$500 DECREASE IN SUPPORT NEEDED FROM WIFE (TO START). SHOULD ALLOW BOTH PARTIES TO CASHFLOW FOR THE FIRST TIME SINCE WIFE LEFT.	595-619
2/18/2020	11/5/2018 MUTUAL VOLUNTARY NON-SUITS FOR WILCO DOCKET #47426.	620-629
2/18/2020	10/30/2018 HUSBAND'S PRO SE ANSWER AND COUNTER COMPLAINT FOR DIVORCE, DOCKET #47426, IN WILLIAMSON COUNTY CHANCERY COURT.	630-644
2/18/2020	AMICABLE NEGOTIATIONS – PUT #47426 DIVORCE ON HOLD.	645-655
2/18/2020	10/27/2018 VERBAL SETTLEMENT AGREEMENT BASED ON ALIMONY PAID TO HUSBAND BY WIFE IN THE AMOUNT OF \$1,750 PER MONTH FOR A DURATION OF 6-YEARS (22.5% OF WIFE'S GROSS INCOME FOR HALF THE DURATION OF MARRIAGE), AS ADVISED WAS FAIR BY SANDY ARONS, MBA.	656-661
2/18/2020	10/12/2018 WIFE INVITED HUSBAND TO HER APARTMENT, PROVIDED HUSBAND WITH HER ADDRESS AND DIRECTIONS.	662-665
2/18/2020	9/28/2018 WIFE'S FIRST COMPLAINT FOR DIVORCE WITH ATTORNEY EDWARD PORTER IN WILLIAMSON COUNTY CHANCERY DOCKET #47426.	666-674
2/18/2020	8/30/2018 WIFE'S PROPOSED MDA, WORKING WITH SANDY ARONS, MBA, THE COLLABORATIVE DIVORCE PROFESSIONAL WE HIRED TOGETHER.	675-676
2/18/2020	COLLABORATIVE DIVORCE EFFORTS.	677-681
2/18/2020	WIFE'S VOLUNTARY BUDGET TO SUPPORT BOTH HOUSEHOLDS THROUGH 2018. THE MARITAL RESIDENCE PLUS A SEPARATE APARTMENT FOR WIFE. (AT LEAST THROUGH HER INITIAL 14-MONTH LEASE.)	683-684
2/18/2020	4/22/2018 WIFE LEFT UNANNOUNCED DURING ARGUMENT; WITH WCSO ESCORT. WIFE HAD ALREADY SECRETLY APPLIED FOR AN APARTMENT, AWAITING APPROVAL. (WIFE BROKE PROMISE AND DECIDED TO FILE FOR A CONTESTED DIVORCE IMMEDIATELY, WHILE CLAIMING SHE WOULD PURSUE MARRIAGE COUNSELING, AT THE SAME TIME.) WIFE ESTIMATED A CONTESTED DIVORCE WOULD TAKE 1.5 YEARS, BELIEVING THAT IF BOTH WERE DONE SIMULTANEOUSLY, THEN WITHIN 1.5 YEARS EITHER THE MARRIAGE WOULD BE HEALTHY OR DISSOLVED. HUSBAND FOUND DECISION ABSURD & COUNTERPRODUCTIVE, PAYING TO BOTH HEAL & DESTROY MARRIAGE SIMULTANEOUSLY. WCSO DEP. WARREN P. CAGLE (2265) "SPOKE TO BOTH PARTIES INVOLVED AND CONCLUDED THAT THE DISPUTE WAS VERBAL ONLY." (CASE: 2018-9643). NO LAWS BROKEN.	685-686
2/18/2020	3/3/2018 WIFE SENT TEXT TO HUSBAND ANNOUNCING SHE SECRETLY DECIDED TO GET A DIVORCE, HAD ALREADY HIRED AN ATTORNEY, AND SIGNED THE DIVORCE PAPERS THAT DAY. NEVER EVEN CONSIDERING DISCUSSING IT WITH HUSBAND OR THE POSSIBILITY OF AN AMICABLE DIVORCE, TO SAVE BOTH PARTIES FROM LOSING EVERYTHING.	687-709

FILED
 IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
 CLERK & MASTER
 AT FRANKLIN

████████████████████ 4 PM 3:34
 Plaintiff/Wife,)

v.)

JEFFREY RYAN FENTON,)
 Defendant/Husband.)

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 ██████ Fenton ████████
1986 Sunny Side Drive Brentwood, TN 37027	Mailing Address	████████████████████ 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	Addisson & Associates Architects, Inc. 3322 West End Avenue, Suite 103 Nashville, TN 37203

The parties were married on October 16, 2005 in Davidson County, Tennessee.

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.

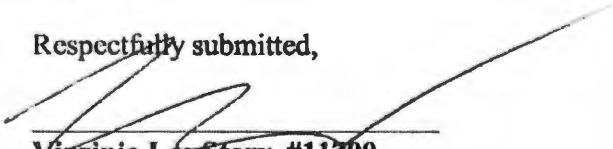
IV.

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:

1. That Defendant be served and required to answer within the time allowed by law, his oath being waived.
2. That Plaintiff be awarded an absolute divorce from Defendant and be restored to all the rights and privileges of an unmarried person.
3. That the Court approve a Marital Dissolution Agreement, if entered into between the parties; or, in the alternative if the parties cannot reach an agreement, that the Court make an equitable distribution of the parties' real and personal property and the parties' debts.
4. That the Plaintiff be awarded reasonable attorneys fees; and that costs be taxed to Defendant.
5. For all other relief this Court may deem proper.

Respectfully submitted,



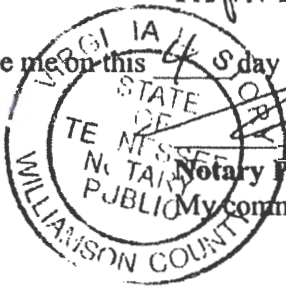
Virginia Lee Story, #11700
Kathryn L Yarbrough, #32789
Attorneys for Plaintiff
136 Fourth Avenue South
Franklin, TN 37064
(615)-790-1778
virginia@tnlaw.org
kyarbrough@tnlaw.org

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

I, Fawn [REDACTED] Fenton, after first being duly sworn in accordance with the law make oath that I am the Complainant in the foregoing Complaint for Absolute Divorce and that the facts stated therein are true and correct to the best of my knowledge, information and belief and that the Complaint is not made out of levity or by collusion with the Defendant, but out of sincerity and truth for the causes alleged in the Complaint.

Fawn Tiffanne Fenton
FAWN TIFFANNE FENTON

Sworn to and subscribed before me on this 4 day of June, 2019.



Notary Public
My commission expires: 9-24-22

IN THE CHANCERY COURT OF WILLIAMSON COUNTY, TENNESSEE

Fawn Tiffany Fenton
WILLIAMSON COUNTY
CLERK & MASTER

2019 JUN -4) PM 3: 35

vs. Jeffrey Ryan Fenton
FILED FOR ENTRY 6/4/19

NO. 48419B

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 and usual and ordinary costs of operating a business 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 home 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 4 day of June, 2019.

Deanna B. Johnson
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 4 day of June, 2019.

Jacqueline Edwards
Clerk and Master

TRE

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

CLERK & MASTER

FAWN ██████████ FENTON,
Plaintiff/Wife,

2019 JUN 11 PM 1:04

v.

FILED FOR ENTRY _____
No. 48419B

JEFFREY RYAN FENTON,
Defendant/Husband.

AFFIDAVIT OF LORI POLK

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Comes now, LORI POLK, after being duly sworn, does state as follows:

1. I am over 18 years of age and have personal knowledge of the facts set forth herein.
2. I am a private process server in the State of Tennessee.
3. On June 5, 2019, I was retained by Virginia Story to personally serve the Summons and Complaint in the above-captioned matter on Defendant, Jeffrey Ryan Fenton.
4. On June 5, 2019 at 7:49 p.m., I went to Mr. Fenton's home address located at 1986 Sunny Side Drive, Brentwood, TN 37027 to personally serve Mr. Fenton with the Summons and Complaint. I knocked on Mr. Fenton's front door and got no answer. The lights were on inside the house. I knocked on the back door of the residence and got no answer. Some lights came on at the back of the property. I noticed that the property is under video and audio surveillance.
5. On June 6, 2019 at 1:34 p.m., I went to Mr. Fenton's home again to serve the papers. I could not approach the front door as the access to the stairs leading up to the front door and porch was newly chained and had a sign posted stating "No Entry."
6. On June 8, 2019 at 9:04 a.m., I went to Mr. Fenton's home again to serve the papers. I walked partially up the driveway towards the residence and noticed a sign posted on the property. Attached is copy of a photograph of the sign. From both the No Entry sign by the front door and the sign next to the driveway posted by the occupant, it is my belief that Mr. Fenton is avoiding service.

Further Affiant saith not.

Lori Polk
LORI POLK

Sworn to and subscribed before me on this 11th day of June, 2019.



Heidi L. Macy
Notary Public
My commission expires: 6-19-22

NO ENTRY



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 direct 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 owner, or meeting the conditions above.

WHY SO VERBOSE? See what TN COURTS have DONE! www.TennesseeTrespassing.com

Audio & Video Surveillance in Use:

Violators will be Held Socially & Legally Accountable.
Call 800-442-4444 for more information. Sign, share and post on your property.
If you see NO ENTRY signs, please do not trespass. Please do NOT post NO ENTRY signs on your property.

Petition for Order of Protection and Order for Hearing

RECEIVED BY
Judges' Chambers
Date: 6-20-19 *dw*

48419 BF
Case # (the clerk fills this in):
FILED
WILLIAMSON COUNTY
CLERK & MASTER
2019 JUN 20 AM 8:39

In the Chancery _____ Court of Williamson _____ County, TN

Petitioner's name: (person needing protection)
(List Child's name if filed on behalf of person under 18 years of age pursuant to TCA §36-3-602)

FILED FOR ENTRY 6/20/19

WARRANTS

FAWN _____ FENTON

JUN 20 2019

first _____ middle _____ last _____

RECEIVED

Check if Applicable:

Petitioner is under 18 and this Petition is being filed on behalf of an unemancipated person (someone under 18 years of age) pursuant to TCA §36-3-602. This request is being made by _____ who is child's parent or legal guardian or a caseworker.

This request is being made by a law enforcement officer pursuant to TCA §36-3-619. Person on whose behalf this Petition is filed consents in writing to the filing and signs here

****PETITIONER'S CHILDREN UNDER 18 THAT PETITIONER BELIEVES ARE IN NEED OF PROTECTION:**

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 SUNNYSIDE DR _____ BRENTWOOD _____ TN _____ 37027
street address city state zip

Respondent's Employer: UNEMPLOYED _____
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 checked="" type="checkbox"/> Black	<input type="checkbox"/> Brown	Height 5'9"
	<input type="checkbox"/> Asian	<input checked="" type="checkbox"/> Grey	<input type="checkbox"/> Hazel	Weight 240
	<input type="checkbox"/> Black	<input type="checkbox"/> Blond	<input checked="" type="checkbox"/> Blue	Social Sec. # (Provided to Clerk's office if known) Do not list it here. XXXXXXXXXXXXXXXXXXXXXXX
	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Bald	<input type="checkbox"/> Green	Scars/Special Features
	<input type="checkbox"/> Other: _____	<input type="checkbox"/> Brown	<input type="checkbox"/> Gray	Phone Number 615-837-1301 (Cell) 615-837-1300 (Home)
		<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____	

RETURN TO CLERK & MASTER

04/30/2018
Form #OP2018-1

Petition for Order of Protection

9

page 1 of 6

Called 6/20 @ 16:00 left message

① Check all of the following that apply to the Petitioner:

Warning!

- Weapon involved
- Has or owns a weapon



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

② List all children under 18 that you have: (none)

* Check here if listing addresses would put you or your child in danger. If so, leave any spaces for addresses blank.

Name of Child	Age	Is Respondent the parent of the child? (Write "yes" or "no")	Does the child need to be protected from the Respondent?	Child's address

③ Where else have the children (that you and Respondent have together) lived during the last 6 months?

Children's previous addresses

Who did they live with at this address?

④ Other Court Cases - Is there any court, other than this court, in which the respondent and petitioner are parties to an action? (including cases in which the parties have children in common)

Yes No If "Yes," fill out below:

County and State of other case:

Williamson TN

Case Number (if you know it):

Current 4849B

Kind of case (check all that apply):

Divorce Domestic Violence Criminal Juvenile Child Support

Other (specify): _____

⑤ **Custody Rights** – Does anyone besides you or the Respondent claim to have custody or visitation rights to the children that you and Respondent have together? Yes No If "Yes," who?

Name

Address

⑥ **Describe Abuse** – (use additional sheets of paper if necessary and attach to Petition)

Describe abuse, stalking or assault (include, IF APPLICABLE, information about abuse or fear of abuse to your child(ren), personal property or animals)

See attached.

Where and when did this happen?

Describe any weapons used.

I ask the court to make the following Orders after the hearing: (check all that apply)

⑦ **No Contact**
Please order the Respondent to not contact: me our children under 18, either directly or indirectly, by phone, email, messages, text messages, mail or any other type of communication or contact.

⑧ **Stay Away**
Please order the Respondent to stay away from my home my workplace or from coming about me for any purpose.

⑨ **Personal Conduct**
 Please order the Respondent not to:
 Cause intentional damage to my property or interfere with the utilities at my home.
 Hurt or threaten to hurt any animals that I/we own or keep.

⑩ **Temporary Custody**
 Please give me temporary custody of our children.

⑪ **Child Support**
 Please order the Respondent to pay reasonable child support.

⑫ **Petitioner Support (if married)**
 Please order the Respondent to pay reasonable spousal support.

⑬ **Move-out / Provide other housing**
 Please order the Respondent to (check one): move out of our family home immediately
 or provide other suitable housing (if married)

Check here if your home or lease is in the Respondent's name **only**.

If the parties share a residence, please allow the Respondent to obtain his/her clothing and personal effects such as medicine and other things he/she may need.

⑭ **Counseling/Substance Abuse Programs**
 Please order the Respondent to go to a certified batterers' intervention program if one available in the area or a counseling program.

⑮ **No Firearms**
 Please order the Respondent not to have, possess, transport, buy, receive, use or in any other way get any firearm.

List all firearms that you believe the Respondent owns, controls, or has access to:

Type of Firearm (Pistol, Rifle, etc.)	Location
SigArms P220	
Glock 27	
Kel-Tec P3AT	
IWI Galil ACE, Mosberg Shotgun	

⑯ **Animals / Pets**
 Please give me custody and control of any animal owned, possessed, leased, kept or held by me, the Respondent, or the children listed above.

⑰ **Costs, fees, and litigation taxes**
 Please order the Respondent to pay all court costs, lawyer fees, and taxes for this case.

⑱ **Transfer the billing responsibility for and rights to wireless telephone number(s)**
 Please issue an order 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.

Current account holder (name): _____

Billing telephone number: _____

New account holder (name): _____

All telephone numbers to transfer to new account holder:

Telephone number (include area code): _____

Telephone number (include area code): _____

Telephone number (include area code): _____

Telephone number (include area code): _____

Check box to include attachment with additional telephone number(s).

If the judge makes this order, you will be financially responsible for the transferred wireless telephone number or numbers, including the monthly service costs and costs of any mobile device associated with the wireless telephone number or numbers. You may be responsible for other fees. You must contact the wireless service provider to find out what fees you will be responsible for and whether you are eligible for an account.

19 Other Orders: (General Relief) _____

I also ask the court to:

1. Make an immediate Temporary Order of Protection. (*Ex-Parte Order of Protection*)
2. Notify law enforcement in this county of that Order.
3. Serve the Respondent a copy of that Order and Notice of Hearing to take place within 15 days of service.
4. Serve a copy of the Request, Notice of Hearing and Temporary Order on the parents of the Petitioner (if the Petitioner is under 18 years of age) unless the Court finds that this would create a serious threat of serious harm to the Petitioner. T.C.A. §36-3-605 (c)

Petitioner (parent/legal guardian/caseworker/law enforcement personnel) signs below in front of a notary public and swears that he/she believes the above information is true:

→ Gary T. Jensen Date: 19 Jun 2019

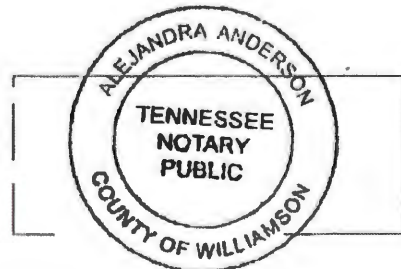
Notary fills out below (TCA §36-3-602) –

I declare that the Petitioner has read this Petition, and swears it be true to the best of her/his knowledge.

Sworn and subscribed before me, the undersigned authority,

By (Print name of notary): Alejandra Anderson

On this date: 06/20/2019



Notary or Court Clerk or Judicial Officer signs here _____ Date notary's commission expires _____

The court finds good cause and will issue a Temporary Order of Protection.

236/20/19 MB.

Michael W. Binkley
Circuit Court Judge/Chancellor
21st Judicial District, Division III
Petition for Order of Protection

The court does not find good cause and denies a Temporary Order of Protection - The court finds there is no immediate and present danger of abuse to the petitioner and denies the Petitioner's request for a Temporary Order of Protection. The court will set the matter for hearing.

ORDER FOR HEARING

The Petitioner and Respondent must go to court and explain to the judge why the judge should or should not issue an Order of Protection against the Respondent.

This hearing will take place on (date): 6/27/19 at (time): 9:00 a.m. p.m.
at (location): 135 4th Ave South Franklin, TN 37004

Michael W. Binkley
Judicial Officer's signature Date 6/20/19
Michael W. Binkley
Circuit Court Judge/Chancellor
21st Judicial District, Division III

<p>Proof of Service of Petition, Notice of Hearing and Temporary Order of Protection: Respondent was served on (date): <u>6/20/2019</u> at (time): <u>1:28</u> by (check one): <input checked="" type="checkbox"/> Personal service <input type="checkbox"/> U.S. Mail per TCA §§ 20-2-215 and 20-2-216 (The Respondent does not live in Tennessee.) Server's signature <u>[Signature]</u> Print Name <u>Dr. Greg Wilkins</u> Petitioner was served on (date): _____ at (time): _____ by (check one): <input type="checkbox"/> Personal service Server's signature _____ Print Name _____</p>	<p>If the Petitioner is under 18 (and Petitioner is a social worker filing on behalf of a minor) and service of these documents would not put him/her at risk, the Clerk will serve and fill out below. (TCA § 36-3-605(c)) <i>I served the child's parents of copies of the Petition, Notice of Hearing, and Temporary Order of Protection by personal delivery or U.S. Mail on: (date): _____ at (address): _____</i> Clerk's signature: _____</p>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Notice to the Respondent about Firearms

If the court grants the Petitioner's request for a Protective Order:

- You will not be able to have a firearm while this or any later protective order is in effect. You will have to transfer all firearms in your possession within 48 hours to any person who is legally allowed to have them. 18 U.S.C. §922(g)(8), TCA §36-3-606(f), TCA §36-3-625.
- You will not be allowed to buy a firearm until the court says otherwise.

My name is Fawn Fenton and I have been married to Jeff Fenton for 13 years. Jeff and I have been separated since April 22, 2018 and I have not seen him since sometime in April when we met to file our taxes. Prior to that I had not seen him since December 2018. I filed for divorce on June 4, 2019.

I am in fear for my safety based on the repeated harassment that has continued to occur. Over the last several weeks Jeff has sent me numerous text messages and lengthy e-mails talking about his intentions on ruining my life, causing me issues with my employer and clients at work, ruining my credit and financially ruining me. As a result of Jeff's continued verbal and emotional abuse and deliberate non-cooperation, I have filed for bankruptcy to preserve my finances. Upon finding out about the bankruptcy petition, Jeff became enraged and his incessant texts and e-mails have been upsetting and vindictive. Just as an example, from June 12 through June 16, Jeff sent me 12 e-mails all of substantial length, describing how he plans on ruining my life. I am attaching just a snapshot of my email account showing the number of e-mails sent from June 12-16. The length of the emails would be too long to attach; however, I have saved them all. In addition, Jeff continues to send me numerous text messages, some very lengthy. In some of the texts he uses derogatory language, calling me a "bitch." On June 14, 2019 he sent me 8 text messages within in less than 40 minutes. The next day, June 15, 2019 he sent me 16 text messages over the course of 4 hours, several of which were extremely lengthy. I have asked Jeff on several occasions to stop e-mailing and texting me, however, he continues to repeatedly harass me. At this point all of his communication to me is not consensual and I have relayed this to Jeff multiple times. On June 15, 2019 Jeff left me a voicemail on my cell phone stating that if I did not call him back or respond to his emails or text messages that he was going to "show up at my work or apartment to try to get some information out of me." I am fearful that he will actually show up at my work, as he has done so in the past and has sabotaged my work e-mails. Jeff has been employed in IT and is very tech savvy. In the past he was able to remotely log into my work computer and delete all e-mails that had his name in them. My company has already spent a considerable amount of money hiring a new IT support team to try and close loopholes and delete Jeff's access to our system, but we are still finding settings that reference Jeff's settings or route to his e-mails. Jeff has also threatened to post derogatory comments anonymously on the internet about both myself and my company. This cyber stalking could potentially cost me my job and career. I am fearful for what he may try to do now that I have filed for divorce and am not responding to his threats.

On June 16, 2019 in one of his lengthy e-mails he stated, "I wish we would have had an asteroid fall on our home and kill us (or at least me)", the day before I discovered your plans to divorce me." Jeff is a licensed gun carrier and has many weapons, and I am in fear of what he may to do me if this continues. Jeff refers to himself as a part of the "extraction team" and lives a very paranoid life. He installed extensive home monitoring at our marital residence including surveillance videos and audio recording systems.

The harassment has caused me undue emotional stress and anxiety. I am unable to sleep well, and his harassment is causing trouble in my day to day life. The continued texting and e-mailing are interfering with my ability to perform my job and I fear that if these things continue that I will reach a point of an emotional breakdown.

	To	Subject	Received	
Yesterday				
→	Fawn Fenton	Jeff Fenton	RE: IRS Claim & Chapter 13 Bankruptcy... Sun 6/16/2019 4:49 PM	123 KB
	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			
←	Jeff Fenton	Fawn Fenton (fawn.tiffan...)	IRS Claim & Chapter 13 Bankruptcy (W... Sun 6/16/2019 2:02 AM	4 MB
	You break my heart! You absolutely refuse to share anything with me. Why was I never notified about the IRS claim for			
Last Week				
	Jeff Fenton	Fawn Fenton (fawn.tiffan...)	FW: Please DocuSign: Fenton App.pdf ... Sat 6/15/2019 11:28 PM	95 KB
	From: DocuSign System <dse@docusign.net>			
	Jeff Fenton	Fawn Fenton; Fawn Fent...	FW: Rothschild & Ausbrooks appointm... Fri 6/14/2019 6:11 PM	279 KB
	Fawn, You simply refuse to work with me in any way. One problem with you filing bankruptcy right now, is that you won't			
	Jeff Fenton	Ruth Stockell	RE: Rothschild & Ausbrooks appointm... Fri 6/14/2019 2:59 PM	94 KB
	Hello Ms. Stockell, I had no idea that Fawn was even considering filing for bankruptcy. Thanks. Jeff Fenton			
	Jeff Fenton	Fawn Fenton; Fawn Fent...	RE: Sunnyside house Thu 6/13/2019 1:49 PM	149 KB
	Fawn, I was just trying to absolutely guarantee that you received it. My apologies if you are yet more offended, by me			
	Fawn Fenton	Jeff Fenton	RE: Sunnyside house Thu 6/13/2019 1:24 PM	119 KB
	I have told you before, do NOT cc: this sort of shit to my work email address.			
	Jeff Fenton	Fawn Fenton (fawn.tiffan...)	RE: Sunnyside house Thu 6/13/2019 12:12 AM	255 KB
	Fawn Again, besides all that previously stated (below), I will establish for the court how critical having a HOME where I			
	Jeff Fenton	Fawn Fenton (fawn.tiffan...)	RE: Sunnyside house Wed 6/12/2019 11:33 PM	238 KB
	Fawn, I KNOW that YOU KNOW the information below, as we have discussed it several times. But just to be sure that you			
→	Jeff Fenton	Fawn Fenton (fawn.tiffan...)	Re: Sunnyside house Wed 6/12/2019 9:32 PM	166 KB
	Fawn I have communicated with you on at least a half-dozen occasions my intentions to keep our home indefinitely in			
	Jeff Fenton	Fawn Fenton (fawn.tiffan...)	RE: Sunnyside house Wed 6/12/2019 5:35 PM	37 KB
	TN just passed a state law prohibiting local ordinances from outlasting short-term rentals but you are required to get a			
	Fawn Fenton	Jeff Fenton	Sunnyside house Wed 6/12/2019 4:47 PM	73 KB
	Jeff This is in response to some of your texts and emails recently. NO I am not at all ok with you adding doors or			

From Jeff Fenton (615) 837-1301
To (615) [REDACTED]

° BTW, if you spend another penny on credit from here forward, for a divorce attorney or anything else, it will be irrefutable fraud.

Jun 14, 2019
18:37

The reason being, that YOU CLEARLY BORROWED THE MONEY (and spent it) with ABSOLUTELY NO INTENTIONS OF EVER REPAYING IT!

(Since you've already hired a bankruptcy attorney, which I've received multiple documented, time and date stamped, communications about today. Both on telephone answering machines, and via email.)

Does you family KNOW about this? Your mom will get notices in the mail, because you are on some of her credit cards.

Hopefully you thought through all of that.

From Jeff Fenton (615) 837-1301
To (615) [REDACTED]

° I'm shocked! Especially at your timing! When we aren't even at the 50 yard line yet with our divorce.

Jun 14, 2019
18:39

From Jeff Fenton (615) 837-1301
To (615) [REDACTED]

° So in ONE-YEAR of managing our finances by YOURSELF, you literally ushered yourself into bankruptcy!

Jun 14, 2019
18:42

While critically accusing me of "poor stewardship!"

The blindness of hypocrisy!

From Jeff Fenton (615) 837-1301
To (615) [REDACTED]

° To qualify for bankruptcy, you must be able to show that your debt far exceeds your ability to pay. Your debt and income levels are the main factors in qualifying for either a reorganization or liquidation.

Jun 14, 2019
19:05

Fawn: It doesn't look to me like you QUALIFY for bankruptcy currently.

Is that why you wanted to force your car insurance rates increase so much?

You need to be legally careful about this too! (Perjury/Fraud).

You may have qualified for a little while when you had negative cash-flow, but NOW you don't have negative cash-flow anymore. Instead, according to the numbers you gave me a few weeks ago, you should have a positive cash flow of \$400 - \$500 per month currently, which you could use to pay down your debt.

That explains the long delay, lack of excitement, and anger which you showed when I informed you that I had transferred the utilities into my name and taken over paying for them.

Now you are ethically on THIN ICE, once again!

From Jeff Fenton (615) 837-1301
To (615) [REDACTED]

° Remember all the personal property which you "signed for", when you moved-out-of the house too.

Jun 14, 2019
19:08

From Jeff Fenton (615) 837-1301
To (615) [REDACTED]

° You can't keep what is closest to your heart, while taking what is closest to mine!

Jun 14, 2019
19:09

From Jeff Fenton (615) 837-1301
To (615) [REDACTED]

° If you won't tell me if you've stayed current on the first and second mortgages here, then I'm calling both BCS and BOA, to explain the situation, and inquire.

Jun 14, 2019
19:15

So please just tell me honestly, so that we won't need to go through that inconvenience.

From Jeff Fenton (615) 837-1301
To (615) [REDACTED]

° Or embarrassment.

Jun 14, 2019
19:15

From Jeff Fenton (615) 837-1301 [Attachment 1] Long message.txt Jun 15, 2019
To (615) [REDACTED] 01:01

From Jeff Fenton (615) 837-1301 All progress here just stopped, until we Jun 15, 2019
To (615) [REDACTED] know it is safe to continue. 01:09

From Jeff Fenton (615) 837-1301 You're going to ruin the rest of my life, aren't Jun 15, 2019
To (615) [REDACTED] you? 02:43

From Jeff Fenton (615) 837-1301 [Attachment 2] Long message.txt Jun 15, 2019
To (615) [REDACTED] 04:05

From Jeff Fenton (615) 837-1301 [Attachment 3] Long message.txt Jun 15, 2019
To (615) [REDACTED] 04:06

From Jeff Fenton (615) 837-1301 Yet regardless, the clock is ticking and you Jun 15, 2019
To (615) [REDACTED] are as determined as ever. 04:07

That breaks my heart! That I let someone in so far, who then chose to hurt me so bad. Neither of our lives shall ever be the same!

From Jeff Fenton (615) 837-1301 And FOR what? Jun 15, 2019
To (615) [REDACTED] 04:07

From Jeff Fenton (615) 837-1301 WHY is this an acceptable or even the Jun 15, 2019
To (615) [REDACTED] desired conclusion for you? 04:11

What happened to your FAITH?

What happened to THE TRUTH PROJECT?

What happened to iMARRIAGE?

What happened to "NO EXPECTATIONS!"?

WHAT HAPPENED TO MY TOOTIE?

1. Long message.txt

Now that I told my tenants about you filing bankruptcy, they are freaking out and are "keeping their eyes open" for another place to live. The financial relief that I'm giving you right now, of around \$1k per month, is holding nothing back for myself. If either one of my tenants bale, then I'll need more financial help from you to survive until both our bankruptcies and the divorce are finalized.

My tenants want to know if you are filing Chapter 7 or Chapter 13?

Are the mortgages paid current?

Are you including dumping our home in your bankruptcy?

They need reassurance, if you want their continued financial help.

Nobody is interested in living without any security, which is how you like to keep everyone who in any way depends upon you.

Are we transferring the utilities and car insurance back to you, and having you pay for my consumables again? I have no cash flow except for my tenants, which you are threatening now.

We need you to let us know what you are doi

ng, what you have planned now with this property, and how long we have to live here before it is all yanked away again?

Otherwise I want to trade you AGAIN for an apartment, and we can let this house go!

Otherwise I'll have no choice but an interim order, in order to survive.

Everything I do to try to help, you sabotage! If you continue to refuse to let me know where we stand, then I'll have no choice but to start calling your creditors and to file litigation to get answers, within the next week.

Chris asked me to just ASK YOU what is going on, what he can rely upon, and what he should expect. As I had to explain to him AGAIN, that you REFUSE to communicate,

unlike his ex, that you will not allow us to have ANY IDEA until it swallows us up! It is reaching the point of you becoming financially and legally liable for

transgressions reaching far beyond our divorce.

You refuse to allow me to survive without you!

We need some answers please!

2. Long message.txt

You completely sabotaged our marriage, out of nowhere, within a couple of months. Then you ruined your own life, within a single year, filing for bankruptcy, while making the best money of your life (which I got for you). Now you are out to take everything that's left of mine, which I have spent my life working for! I would be infinitely better off, if I had never met you!

YOU ARE POISON!

I tried to teach you to have HOPE and to DREAM with me. Now you are out to punish me for ever dragging you out of your dreary pit!

I don't know why I've spent so many years trying to protect you from the consequences of the horror which you have become!

You have raped and stolen everything that I ever had! Everything that I once had worked for, a decade before even meeting you! Everything that I spent the past 15 years trying to hold onto, between your volatile mood swings. Then when I had nothing left for you to feed on, you threw me away like yesterday's trash! While claiming not

to have loved me for over a year! What sort of savage are you?

I think you need to be seriously tested for having bi-polar personality disorder, like your uncle. That is a familial plague, when not treated.

I know of no other reason, for your completely irrational, uncompassionate, self-destructive behavior!

When you once were almost completely logic driven and goal focused like me! Where you didn't GET IN YOUR OWN WAY to success.

Now you are willing to kill yourself and everyone around you, simply to reach something which you had before meeting me, and you were never happy with.

I realized that once you had the house of your dreams (and quit thanking God daily for it), then the aquarium of your dreams, which I should have never allowed, as it sucked the life right out of us, and finally the car of your dreams, while you were more miserable than ever, that NOTHING WAS EVER GOING TO MAKE YOU HAPPY! That you had no clue what you really wanted. That you had betrayed a

decade of my life, trying to give you the desires of your heart, while you were ready to burn it all down within a single day! That I had erred in my pursuits, by seeking to add value to anyone's life other than my own.

Then somehow in YOUR MIND, you became the martyr, as you destroyed everything which we had both spent our lives building!

I have fought and fought, trying to prevent you from destroying everything which we had both worked decades for, in hope's that someday when you are sane again (after menopa

3. Long message.txt

(after menopause), there would be something left to return to. Yet you refuse to allow it! You WON'T leave ANY door open, through which to return!
In a little over a year, you have completely destroyed both of our lives!
What I sarcastically suggested in jest, upon learning of your betrayal of everything that I loved and lived for; suggesting that we burn our house down, since neither of us was fit or deserving of the labors, life, hopes, and dreams of the other, would now have been far better than where we both stand today!
What a sad and tragic end that your family's pride has brought upon our union. I hope that at the end of the day, you can look at your tiny apartment at 45 years old, while making almost a hundred grand per year, and thinking that this is as good as it is going to get, for the rest of your life. That your life has already hit its peak and is rapidly in decline. When with me all of our best years were still ahead of us, but you took a hand grenade to them all!
We needed a surgeons scalpel, and instead you chose a hand grenade. Now we are both forced to live maimed with the consequences, of what persuing your dreams, with an instable and uncommitted partner, costs!
I hope you remember, that WE ALMOST MADE IT! Before you pulled the pin and angrily threw the grenade to the floor. WE ALMOST MADE IT TOOTIE!
I see no evidence of anything that was worth it, in the past 15 years of my life now.
The only thing of substance which has walked out of it all with me, is Tweetie. The rest I will all see burning on the horizon as walk away!
That's the one side of me which you have yet to see, which you keep begging for, but I doubt you will like.
When I finally GIVE UP! I walk away, even if carrying nothing. And I REFUSE to ever look back, as my very survival depends upon it.
We've gotten close, but never quite made it. Now I feel us getting close again, but I promise you on that day, though you may consider it a victory
in advance, you will never remember that moment as such. While you will never have less and feel emptier than in that day, which you absolutely demanded come to pass. It brings tears to my eyes just knowing what you are forcing to be, having been there before myself and realizing the weight of that destiny defining choice.
Before I was always harder when forced to travel that road, now I don't even know if I have the strength to live through it. Yet regardless, the clock is ticking and you are as determined as ev

From Jeff Fenton (615) 837-1301
To (615) [REDACTED]

Jun 15, 2019
04:31

I will stay here until you, the banks, and the police carry me out of here. While they carry truckloads of old junk and my treasures out into the lawn. Where it and I will stay as neighbors stare and news crews broadcast, about what has become of this man abandoned and betrayed by his wife, losing his life's savings, with no retirement, very little social security, with everything he has left in his life, sitting out on the lawn with me, getting rained on, rusting, blowing around, as Williamson County tries to figure out what to do with this man and all his STUFF, with nowhere to go and no means of reastically supporting himself. Devastated by the betrayal of a "successful" woman, his wife, who couldn't steward her vocational success well enough to prevent her from self-destructing. Teaching us again that allowing a woman in a man's place, is a recipe for destruction. They haven't the strength, the tenacity, the humility, the love, to financially support others in their family, without feeling victimized, and taken advantage of, though men have been doing that for hundred's of years. Women want equality... yeah! Nobody on Earth wants equality! Everyone wants privelege! Well now you have the privelege of destroying both of our lives, and you seem hell bent to continue until we are on the nightly news. So then shall it be. Maybe we'll never get to bury Slim, Casey, and Noah in the back yard, but maybe you can me!

From Jeff Fenton (615) 837-1301
To (615) [REDACTED]

I promise that you will end-up with one of two things in life, no matter what happens legally, in court, through negotiations, and childish power games.

Jun 15, 2019
04:41

Either I will have a HOME where I feel SAFE.
OR
You will have ME!

One or the other is a given, until the day we die!

Play whatever game you want, treating my life like Mark's strategy games, but I promise you that one of those two will always be true!

IF you really want to "get rid of me", you better start offering me some security, some stability, and helping to FREE ME. Otherwise, I'm trapped. I have nowhere to go!

From Jeff Fenton (615) 837-1301
To (615) [REDACTED]

You "win" the grand prize for your selfishness: ME!

Jun 15, 2019
04:42

From Jeff Fenton (615) 837-1301
To (615) [REDACTED]

Until death do us part!

Jun 15, 2019
04:43

From Jeff Fenton (615) 837-1301
To (615) [REDACTED]

It's the first time in my life that I've ever viewed death as a reprieve, like you.

Jun 15, 2019
04:50

I figure the biggest challenge that I have remaining in life now, is to survive and stay reasonably comfortable, between now and the day that I die.

That is my main objective. To die reasonably comfortably.

I went from thriving on life, before I met you, to looking forward to death, after you stole my identity, emasculated me, and took away everything that I had to live for.

From Jeff Fenton (615) 837-1301
To (615) [REDACTED]

Like my puppy, you cold hearted bitch!

Jun 15, 2019
04:51

From Jeff Fenton (615) 837-1301
To (615) [REDACTED]

<https://www.pacer.gov/>

Jun 15, 2019
04:59

From Jeff Fenton (615) 837-1301
To (615) [REDACTED]

I'll be watching.

Jun 15, 2019
05:00

From Jeff Fenton (615) 837-1301
To (615) [REDACTED]

And waiting for you to perjure yourself
again.

Jun 15, 2019
05:00

From: Jeff Fenton [REDACTED]
Sent: Sunday, June 16, 2019 2:01 AM
To: Fawn Fenton ([REDACTED] <[REDACTED]> 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 nothing 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

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(615) 837-1300 Office
(615) 837-1301 Mobile
(615) 837-1302 Fax

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Submit or respond to a support ticket [here](#).

A Division of Meticulous Marketing LLC

Temporary Order of Protection (Ex Parte Order of Protection)

In the Chancery Court of Williamson County, TN

Case # (the clerk fills this in):
48419 B

Petitioner (person needing protection)

(List Child's name if filed on behalf of person under 18 years of age pursuant to TCA §36-3-602)
 FAWN ██████████ FENTON

2019 JUN 20 AM 8:41

first middle

RECEIVED BY
 Judges' Chambers

FILED FOR ENTRY

Check if Applicable:

Date: 6-20-19

Petitioner is under 18 and the Petition was filed on behalf of an unemancipated person (someone under 18 years of age) pursuant to TCA §36-3-602 by child's parent or legal guardian or a caseworker.

The Petition was made by a law enforcement officer pursuant to TCA §36-3-619 and Petitioner consented to the filing of this Petition by the law enforcement officer.

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

1986 SUNNY SIDE DR BRENTWOOD TN 37027
 street address city state zip

Respondent's Employer: UNEMPLOYED
 Employer's name Employer's phone #

Describe Respondent:

Sex	Race	Hair	Eyes	Height - Weight - SSN - Other			
				Height	Weight	SSN	Other
<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input 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 checked="" 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: _____	5'9"	240 LBS	(Provided to Clerk's office if known) Do not list it here. XXXXXXXXXXXXXXXXXXXXXXX	
				Scars/Special Features			
				Phone Number	615-837-1301		

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.

RETURN TO CLERK & MASTER

This is a Court Order

Temporary Order of Protection (ORDER OF THE COURT)

30
 page 1 of 3

LC
 5.16.20
 5.05
 01/01/17
 Form #OP2017-2

The Court having reviewed the Petition for Temporary Order of Protection and finding, pursuant to TCA §36-3-605(a), that Petitioner is under an immediate and present danger of abuse from the Respondent and good cause appearing, the court issues the following:

Warning!

- Weapon involved
- Has or owns a weapon



Orders to the Respondent:

- Do not abuse, threaten to abuse, hurt or try to hurt, or frighten Petitioner and/or Petitioner's minor children under 18.
- Do not put Petitioner and/or Petitioner's minor children under 18 in fear of being hurt or in fear of not being able to leave or get away.
- Do not stalk or threaten to stalk Petitioner and/or Petitioner's minor children under 18.
- Do not come about the Petitioner and/or Petitioner's minor children protected by this order (including coming by or to a shared residence) for any purpose.
- Do not contact the Petitioner and/or Petitioner's minor children protected by this order either directly or indirectly, by phone, email, messages, mail or any other type of communication or contact.
- If the parties share(d) a residence, Respondent must immediately and temporarily vacate the residence shared with the Petitioner, pending a hearing on the matter.
- If the parties shared a residence, Respondent can obtain his/her clothing and personal effects such as medicine as follows: (List process as approved by local law enforcement personnel)

MP

- You must not hurt or threaten to hurt any animals owned or kept by the Petitioner/Petitioner's children.
- Other orders: _____

Go to court on (date): 10/27/19 at 9:00 a.m. p.m.
at (location): _____

You must obey these orders until the date of the hearing or until changes are made by the court. If you do not agree with these orders, go to the court hearing and tell the court why. If you do not go, the court can make orders against you. You have the right to bring your own lawyer. If you do not obey all orders on this form, you may be fined and sent to jail.

Only the court can change this Order. Neither you nor the Petitioner can agree to change this Order. Even if the Petitioner tries to contact you or agrees to have contact with you, you must obey this Order. If you do not, you can be sent to jail for up to 10 days and fined up to \$50 for each violation

(TCA § 36-3-810)

Date: 10/20/19 Time: 3:15 a.m. p.m.

Michael W. Binkley

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

Warnings to Respondent:

A copy of this Order will be sent to all law enforcement agencies where Petitioner resides AND any court in which the respondent and petitioner are parties to an



This is a Court Order

Temporary Order of Protection (ORDER OF THE COURT)

action. Any law enforcement officer who reasonably believes you have disobeyed this Order may arrest you.

If you hurt or try to hurt anyone while this Order, probation or diversion is in effect, you may face separate charges for aggravated assault, a Class C felony. (TCA § 39-13-102(c))

Proof of Service

The Respondent was served copies of the Petition, Notice of Hearing, and Temporary Order of Protection on:

(date): 6/20/2019 at (time): 6:38 a.m. p.m.

by (check one):

- Personal service
- U.S. Mail per TCA §§ 20-2-215 and 20-2-216 (The Respondent does not live in Tennessee.)

[Signature] # 21571
Server's signature Deputy Greg Wilhelm

If the Petitioner is under 18 and serving these documents would *not* put him/her at risk, the Clerk will serve and fill out below. (TCA § 36-3-605(c))

I served the child's parents copies of the Petition, Notice of Hearing, and Temporary Order of Protection by personal delivery or U.S. Mail on: (date): _____

at (address): _____

Clerk's signature: _____

This is a Court Order

Temporary Order of Protection (ORDER OF THE COURT)

page 3 of 3

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

CLERK
WILLIAMSON COUNTY
REGISTER
2019 JUN 20 AM 9:17

FAWN [REDACTED] FENTON,
Plaintiff/Wife,

v.

JEFFREY RYAN FENTON,
Defendant/Husband.

)
)
)
)
)
)
)

No. 48419B

FILED FOR ENTRY _____

MOTION TO DEEM HUSBAND SERVED

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 Deem Husband Served and in support of her Motion, would state as follows:

1. Wife filed her Complaint for Divorce on June 4, 2019.
2. Counsel for Wife hired a private process server, Lori Polk, to attempt personal service on Husband.
3. Ms. Polk attempted to serve Husband at his residence located at 1986 Sunny Side Drive, Brentwood, Tennessee on June 5, June 6, and June 8 to no avail. (See Affidavit of Lori Polk which was previously filed with the Court on June 11, 2019 and is attached to the Affidavit of Reasonable Efforts filed simultaneously with this Motion.)
4. Husband has installed numerous cameras around the home and posted a "No Trespassing" sign on the property. (Photo of sign is attached to Affidavit of Lori Polk.)
5. After Ms. Polk communicated that she was unable to serve Husband at the marital residence, counsel for Wife attempted service via certified mail as stated below. Counsel also mailed via U.S. first-class mail a copy of the Complaint which has not been returned by the post office. Based upon the numerous emails and texts from Husband to Wife, it is clear that Husband is aware of the Complaint and he is avoiding service. A copy of the Complaint has also been sent

KH 900

to Husband via email.

6. A file-stamped copy of the Summons and Complaint for Divorce was sent to Husband via certified mail, return receipt requested, on June 11, 2019. On June 17, 2019, counsel for Wife received the return receipt for the certified mail which had been signed. The signature on the return receipt is that of an adult roommate who is currently residing with Husband.

7. Wife believes that Husband is trying to evade service.

8. That Husband be deemed served pursuant to Tennessee Rules of Civil Procedure 4.04(1) which states that service is made:

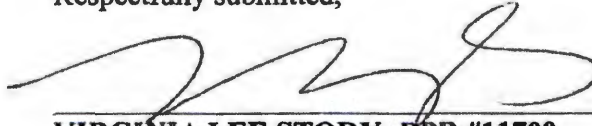
Upon an individual other than an unmarried infant or an incompetent person, by delivering a copy of the summons and of the complaint to the individual personally, or if he or she evades or attempts to evade service, by leaving copies thereof at the individuals dwelling or usual place of abode with some person of suitable age and discretion then residing therein, whose name shall appear on the proof of service, or by delivering the copies to an agent authorized by appointment or by law to receive service on behalf of the individual served.

9. That Wife has also filed an Alias Summons on June 11, 2019 requesting that service on Defendant be attempted by the Sheriff's Department. To date, the Sheriff's Department has not been successful in serving Defendant.

10. That counsel for Wife has made all attempts to obtain personal service on Defendant to no avail. (See Affidavit of Reasonable Efforts attached hereto as **Exhibit 1**.)

WHEREFORE, premises considered, Wife respectfully requests that this Court grant her Motion to Deem Husband Served 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 JULY 18, 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 by certified mail, first-class mail, and email to Jeffrey Ryan Fenton at Jeff@Meticulous.tech and 1986 Sunny Side Drive, Brentwood, TN 37027 on this the 20th day of June, 2019.


VIRGINIA LEE STORY

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

FILED
CLERK & MASTER

2019 JUN 20 AM 9:17

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

FILED FOR ENTRY _____

No. 48419B

AFFIDAVIT OF REASONABLE EFFORTS

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. On June 4, 2019, I filed a Complaint for Divorce on behalf of my client, Fawn [REDACTED] Fenton.
3. That I have sent a file-stamped copy of the Summons and Complaint to Defendant on June 12, 2019 via certified mail.
4. That I received a signed return receipt for the Summons and Complaint on June 17, 2019.
5. That upon information and belief the signature on the return receipt is that of an adult roommate that is currently residing with Defendant. Pursuant to Tennessee Rules of Civil Procedure if a party is avoiding service, the service may be accepted by an adult living in the home.
6. That I have also attempted personal service via a private process server, Lori Polk, who attempted service on three separate occasions to Defendant's residence to no avail (see attached Affidavit of process server). After the process was attempted, Husband posted signs that he would prosecute those entering the property.
7. The Defendant is clearly evading service of the Summons and Complaint for Divorce. In 2018, Plaintiff filed for Divorce and Defendant avoided service for several months costing her enormous expense and wasting considerable time. The Defendant has installed video

36

EXHIBIT
1

and audio surveillance, blackout window shades, and physical gates and barriers specifically for the purpose of detecting and avoiding personal service.

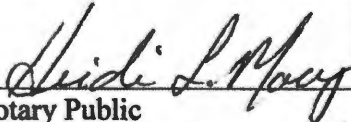
8. That Defendant should be deemed served pursuant to Tennessee Rule of Civil Procedure 4.04(1) so this matter may proceed to conclusion. This notice has been sent to the Defendant/Husband via regular mail and via certified mail with a copy of the Complaint. The Sheriff's Department now has the Complaint for Service as well as the Order of Protection.

FURTHER AFFIANT SAITH NOT.



VIRGINIA LEE STORY

SWORN to and subscribed before me this 20th day of June, 2019.



Notary Public
My Commission Expires: 6-19-22



IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

FILED
WILLIAMSON COUNTY
CLERK & MASTER

FAWN ██████████ FENTON,)
Plaintiff/Wife,)
)
v.)
)
JEFFREY RYAN FENTON,)
Defendant/Husband.)

2019 JUN 20 AM 9:17 2019 JUN 11 PM 1:04

FILED FOR ENTRY _____ FILED FOR ENTRY _____
No. 48419B

COPIES

AFFIDAVIT OF LORI POLK

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Comes now, LORI POLK, after being duly sworn, does state as follows:

1. I am over 18 years of age and have personal knowledge of the facts set forth herein.
2. I am a private process server in the State of Tennessee.
3. On June 5, 2019, I was retained by Virginia Story to personally serve the Summons and Complaint in the above-captioned matter on Defendant, Jeffrey Ryan Fenton.
4. On June 5, 2019 at 7:49 p.m., I went to Mr. Fenton's home address located at 1986 Sunny Side Drive, Brentwood, TN 37027 to personally serve Mr. Fenton with the Summons and Complaint. I knocked on Mr. Fenton's front door and got no answer. The lights were on inside the house. I knocked on the back door of the residence and got no answer. Some lights came on at the back of the property. I noticed that the property is under video and audio surveillance.
5. On June 6, 2019 at 1:34 p.m., I went to Mr. Fenton's home again to serve the papers. I could not approach the front door as the access to the stairs leading up to the front door and porch was newly chained and had a sign posted stating "No Entry."
6. On June 8, 2019 at 9:04 a.m., I went to Mr. Fenton's home again to serve the papers. I walked partially up the driveway towards the residence and noticed a sign posted on the property. Attached is copy of a photograph of the sign. From both the No Entry sign by the front door and the sign next to the driveway posted by the occupant, it is my belief that Mr. Fenton is avoiding service.

Further Affiant saith not.

Lori Polk
LORI POLK

Sworn to and subscribed before me on this 11th day of June, 2019.



Heidi L. Macy
Notary Public
My commission expires: 6-19-22

filed return 6-11-19

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 avoiding service

3. I acknowledge being served with this summons on the date indicated below:

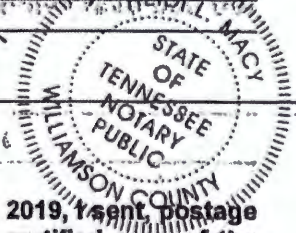
DATE OF SERVICE: June 8, 2019

SIGNATURE OF WITNESS, OFFICER OR ATTORNEY: Lori Polk

ADDRESS OF PROCESS SERVER (TRCP 4.01) 2801 Sanford Road, Nolensville, TN 37135

Signature of Notary Public or Deputy Clerk: Audi J. Macy

Commission Expires: 6-19-22



RETURN ON SERVICE OF SUMMONS BY MAIL

I hereby certify and return that on the _____ day of _____, 2019, 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 _____, 2019. I

received the return receipt, which had been signed by _____ on the _____ day of _____, 2019. 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 _____, 2019.

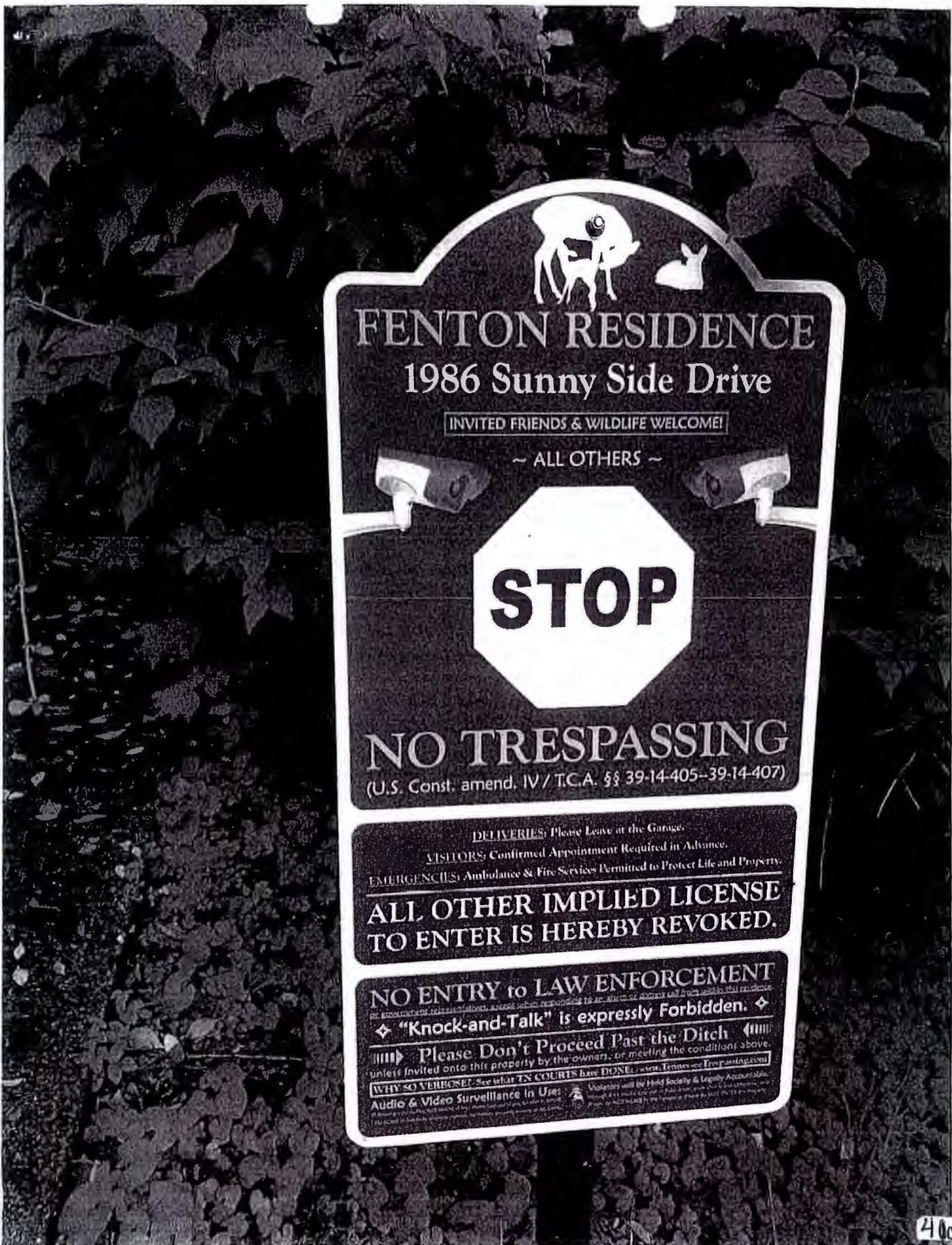
Signature of Notary Public or Deputy Clerk _____ Commission Expires _____

CERTIFICATION (IF APPLICABLE)

I hereby certify this to be a true and correct copy of the original summons issued in this case.

CLERK & MASTER

For ADA assistance, please call ADA coordinator: 615-790-5428



ORIGINAL

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

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

2019 JUL 17 PM 1:16

FILED FOR ENTRY _____

No. 48419B

MOTION TO SELL THE 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 Marital Residence and in support of her Motion, would state as follows:

1. Wife filed her Complaint for Divorce against Husband on June 4, 2019.
2. As of the date of the filing of this Motion, Husband has not filed an Answer to the Complaint for Divorce.
3. Wife currently has an *Ex Parte* Order of Protection against Husband as the result of the domestic abuse she has incurred by Husband.
4. The marital residence is located at 1986 Sunnyside Drive, Brentwood, Tennessee.
5. Wife has not resided in the marital residence since April 2018 at which time she moved into her own apartment as the living situation at home had gotten unbearable.
6. After Wife moved from the marital residence she continued to pay the mortgage and utilities for the marital residence up until the Spring of 2019 when she could no longer afford to keep paying all of the bills on her own.
7. As the result of her financial constraints, Wife filed for bankruptcy in April 2019. The Trustee has agreed to allow Husband and Wife to sell the marital residence as the house will have sufficient equity to pay off the first and second mortgage holders if it is put

VH-ALC

on the market and sold immediately. If, however, Husband continues to reside in the home without paying the mortgage, foreclosure proceedings will begin and the parties will be charged late fees, attorney's fees, foreclosure costs and closing costs. If the foreclosure begins, then the parties will have no equity in the property.

8. As part of the bankruptcy agreement Wife agreed to continue paying Bancorp South's second mortgage payments to avoid foreclosure as they would not allow the parties time to list the house through the divorce. Therefore, Wife is paying the second mortgage while Husband lives in the house for free and collects rent from two (2) roommates that he has moved into the home. The balance on the second mortgage is approximately \$54,000.00. Bank of America holds the first mortgage with a balance of approximately \$240,000.00.
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.
10. Husband has threatened Wife, previously making the following statements:

"I promise you, it will cost you more if we sell than if we don't!" and "I will not fix it up for sale, and I will not live in it while it's on the market." (Text message July 27, 2018)

"If you choose to fight me on this, I will leverage every penny of this home which I legally can, plus it's future value to leave it in my will to whomever will fund my legal battle with you, no matter how complex the case, or how many appeals that it requires." (Text message March 27, 2019).

"I will work and fight to my death, to never allow you or anyone else to TAKE this property from me...." (Text message May 25, 2019).

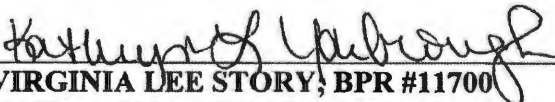
“I will stay here until you, the banks, and the police carry me out of here.” (Text messages, June 15, 2019)

- 11. Wife is unsure what all modifications and/or renovations Husband has done to the home since she left in April 2018. Prior to her leaving, Husband had installed numerous security cameras and devices in the home and has rented out rooms to various individuals. Wife is concerned that Husband may be devaluing the home by making undesirable changes to the property.**
- 12. Wife believes the home to be valued at approximately \$425,000.00. The Williamson County Property Assessor values the home at \$386, 900.00. A similar home across the street, 1987 Sunny Side Drive) sold for \$524,900.00 in April 2018. Therefore, the sale of the home is likely to easily pay off both of the mortgages and still leave the parties some equity.**
- 13. Pursuant to the terms of Wife’s bankruptcy, if the home is not placed on the market in a timely manner, then one or both of the mortgage holders may begin foreclosure proceedings and the parties will lose all available equity in the property.**
- 14. Husband has made it very clear that he will do whatever he can to thwart any effort of Wife to sell the home.**
- 15. Because time is of the essence, Wife requests that this Court order that Husband immediately vacate the premises so that the home can be prepared for sale.**
- 16. Wife requests that this Court order the home to be sold by an independent third-party auctioneer to obtain the best sales price in a time efficient manner.**
- 17. Wife would further request that she be reimbursed from the equity for the mortgage payments that she has made since vacating since April 2018 and that after the repayment of the first and second mortgage, that any remaining equity from the sale of**

mortgage payments that she has made since vacating the home in April 2018 and that after the repayment of the first and second mortgage, that any remaining equity from the sale of the home be placed in the trust account of attorney for Wife until a distribution can be negotiated or further ordered from the Court.

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

Respectfully submitted,




VIRGINIA DEE STORY; BPR #11700
KATHRYN YARBROUGH; BPR#
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 AUGUST 1, 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, facsimile, and email to Brittany Gates, Attorney for Husband, at brittany@gateslaw.com and 1616 Westgate Circle, Suite 116, Brentwood, TN 37027 on this the 17 day of July 2019.



VIRGINIA LEE STORY
KATHRYN L. YARBROUGH

From: Marty Duke

Fax: 16155411842

To:

Fax: (615) 790-5626

Page: 2 of 12

07/29/2019 4:32 PM

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE

AT FRANKLIN

FAWN ██████████ FENTON,
Plaintiff/Wife,

v.

JEFFREY RYAN FENTON
Defendant/Husband.

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)
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Docket No: 48419B

FILED 7/29/19
ENTERED
BOOK
ELAINE B. BEELER
PAGE
CLERK & MASTER

HUSBAND'S RESPONSE TO WIFE'S MOTION TO SELL MARITAL RESIDENCE

COMES NOW the Defendant/Husband, Jeffrey Ryan Fenton, by and through his attorneys of record, Charles M. Duke and Mitchell Miller, and for Response to Wife's Motion to Sell the Marital Residence, would respectfully request that the hearing on the motion be continued for a short period of time, due to the fact that undersigned counsel only has been retained to represent the Defendant/Husband as of the filing date required of this response, the same being July 29, 2019, and an Agreed Order of Substitution of Counsel is being filed concurrently herewith regarding the same. Therefore, counsel for the Defendant would respectfully submit that additional time is necessary for undersigned counsel to review the matter fully and meet with their client, so as to fully and completely respond to a motion that will have such enormous bearing on the parties moving forward in this matter. Should the Court not allow a short continuance, and deem the hearing shall go forward as scheduled on August 1, 2019, for response to the Motion to Sell the Marital residence, Defendant would state and show as follows:

1. For the purposes of responding to the motion solely, the averments of Paragraph 1 of the motion are admitted
2. For the purposes of responding to the motion solely, the averments of Paragraph 2 of the motion are admitted.

ME

From: Marty Duke

Fax: 16155411842

To:

Fax: (615) 790-5626

Page: 3 of 12

07/29/2019 4:32 PM

3. For the purposes of responding to the motion solely, the averments of Paragraph 3 are admitted, to the extent that Plaintiff has taken out an Order of Protection against the Defendant. Defendant denies that he has committed any form of domestic abuse. Defendant avers that the Ex Parte Order of Protection is baseless, and that Plaintiff acted for improper purposes when she applied for that Order. Defendant would show that the Temporary Restraining Order, automatically binding on both parties pursuant to T. C. A. §36-4-106 upon the commencement of this cause, prohibits the parties from harassing, threatening, assaulting or abusing each other, that such prohibition adequately protects both parties' interests, and that Defendant has complied with the Temporary Restraining Order.
4. For the purposes of responding to the motion solely, the averments of Paragraph 4 of the motion are admitted.
5. For the purposes of responding to the motion solely, the averments of Paragraph 5 of the motion are admitted, with the exception that Defendant denies that the situation had become "unbearable." Defendant avers that Plaintiff, in fact, deserted the Defendant, when Defendant did not have the ability or means to support himself or pay for the first and second mortgage on the marital residence.
6. For the purposes of responding to the motion solely, the averments of Paragraph 6 of the motion are admitted, with the exception that Defendant avers that Plaintiff chose voluntarily to burden herself with rent payments and utilities for a separate residence so as to desert the Defendant when, in fact, she could have continued living at the marital residence. In addition, Defendant avers that he currently pays the utilities for the marital residence, and that Plaintiff has the ability to pay certain household bills for the marital

From: Marty Duke

Fax: 16155411842

To:

Fax: (615) 790-5626

Page: 4 of 12

07/29/2019 4:32 PM

residence, as the financially advantaged spouse, but instead chooses not to do so. In support, Defendant would show the Court that Plaintiff filed for bankruptcy in April 2019 and reported having gross monthly income of Seven Thousand Five Hundred dollars (\$7,500.00), after-tax-deduction income of Five Thousand Eight Hundred Forty-Five dollars and four cents (\$5,845.04), actual expenses of Three Thousand Twenty-Five dollars (\$3,025.00), leaving a monthly net income of Two Thousand Eight Hundred Twenty dollars and four cents (\$2,820.04). Plaintiff's Voluntary Petition for Individuals Filing for Bankruptcy is incorporated and attached hereto as **Exhibit 1**.

7. For the purposes of responding to the motion solely, the averments of sentence one of Paragraph 7 of the motion are admitted. Defendant is without sufficient knowledge or information so as to form a belief as to the truth of the averments of sentence two of Paragraph 7 of the motion and, therefore, denies same, and demands strict proof thereof. Defendant is without sufficient knowledge or information so as to form a belief as to the truth of the averments of sentences three and four of Paragraph 7 of the motion and, therefore, denies same in their entirety, and demands strict proof thereof. Defendant respectfully avers that he must continue to reside in the marital residence at this time, as he has no other choices for a residence, nor any funds to secure an alternative residence, due to being deserted by the Plaintiff and her refusal to continue to pay the mortgage on the marital residence, the one viable marital asset, so as to maximize any possible return to the parties if they were allowed to sell the residence by reasonable means as opposed to some sort of "fire sale," as requested by the Plaintiff herein.
8. Defendant is without sufficient knowledge or information so as to form a belief as to the truth of the averments of Paragraph 8 of the motion and, therefore, denies same in their

entirety, and demands strict proof thereof. Defendant admits that, currently, he has two individuals renting rooms in the marital residence, so as to be in a position to pay utilities and monthly expenses he must now solely pay due to being deserted by the Plaintiff. Defendant respectfully avers that he must continue to reside in the marital residence at this time, as he has no other choices for a residence, nor any funds to secure an alternative residence, due to being deserted by the Plaintiff and her refusal to continue to pay the mortgage on the marital residence, the one viable marital asset, so as to maximize any possible return to the parties if they were allowed to sell the residence by reasonable means as opposed to some sort of "fire sale," as requested by the Plaintiff herein.

9. Defendant is without sufficient knowledge or information so as to form a belief as to the truth of the averments of Paragraph 9 of the motion and, therefore, denies same in their entirety. Defendant respectfully avers that he must continue to reside in the marital residence at this time, as he has no other choices for a residence, nor any funds to secure an alternative residence, due to being deserted by the Plaintiff and her refusal to continue to pay the mortgage on the marital residence, the one viable marital asset, so as to maximize any possible return to the parties if they were allowed to sell the residence by reasonable means as opposed to some sort of "fire sale," as requested by the Plaintiff herein.

10. Defendant denies the averments of Paragraph 10 of the motion and, further, objects to the characterizations of Plaintiff of them as "threats." Defendant admits that he objects and opposes to the marital residence being sold at this time, and in the fashion, sought by the Plaintiff, as Defendant has no other viable means for housing at this time, and, as a Tenant by the Entirety of the marital residence, Defendant respectfully submits he should

From: Marty Duke

Fax: 16155411842

To:

Fax: (615) 790-5626

Page: 6 of 12

07/29/2019 4:32 PM

be allowed to remain in the marital residence while this litigation is pending Defendant respectfully avers that he must continue to reside in the marital residence at this time, as he has no other choices for a residence, nor any funds to secure an alternative residence, due to being deserted by the Plaintiff and her refusal to continue to pay the mortgage on the marital residence, the one viable marital asset owned by these parties, so as to maximize any possible return to the parties if they were allowed to sell the residence by reasonable means, as opposed to some sort of "fire sale," as requested by the Plaintiff herein.

11. Plaintiff's allegation and concerns that Defendant is devaluing the home are unfounded. Installing security devices would tend to secure, not devalue the home. Moreover, merely renting rooms to tenants does not indicate any misuse, waste, or devaluation. To the contrary, rental income from these tenants provides Defendant a means to maintain the property.
12. Defendant generally agrees with Plaintiff's assessment of the home's value and sale potential and believes the home could sell for up to \$450,000.00. Plaintiff's averments in Paragraph 12; however, would tend to indicate that Plaintiff's averments in Paragraph 7 are not accurate; if the home could potentially yield \$130,000 to \$150,000 in proceeds, it is not reasonable to say that a foreclosure would wipe out all equity. More importantly, however, determining these matters at this stage of the divorce action is premature. Plaintiff should be required to maintain Defendant at his accustomed standard of living while an equitable distribution of the marital estate is determined. Based on her sworn bankruptcy Petition, Plaintiff should have sufficient resources to pay all or most of the mortgages on the home or otherwise provide Defendant an appropriate amount of spousal

From: Marty Duke

Fax: 16155411842

To:

Fax: (615) 790-5626

Page: 7 of 12

07/29/2019 4:32 PM

support during the pendency of this cause. Accordingly, these matters should be reserved for further determination of the division of the marital estate. .

13. Defendant denies Plaintiff's assertions in Paragraph 13. Plaintiff has the financial ability to continue to pay all or most of the mortgages, which would also avoid foreclosure.
14. Defendant denies Plaintiff's assertion in Paragraph 14. Defendant has merely asserted his legal rights to demand an equitable distribution of martial assets and has attempted to communicate with Plaintiff to form a strategy that does not leave Defendant homeless or financially ruined. It is Plaintiff who created the financial crisis at issue by refusing to pay the mortgages and Plaintiff who now asks this Court to order a fire sale of the most significant asset in this marital estate. The Court should deny this unreasonable and premature request.
15. Defendant denies Plaintiff assertions in Paragraph 15. Plaintiff can pay the mortgage. Her selfish refusal to do so is what has created a time-sensitive crisis. Defendant does not have another place to live or financial means to secure alternate living quarters. While Defendant understand that neither party will come through this divorce unscathed, to ask Defendant to immediately leave his home because of a financial crisis Plaintiff created is an unreasonable and insulting proposition. It should be denied.
16. Defendant strenuously objects to any order to sell the home before the Court has assessed the full marital estate, particularly while Plaintiff has the financial ability to pay the mortgages and thereby maintain status quo. In the even the Court does order a sale, an auction would be an unreasonable fire sale that would almost certainly yield proceeds far below what the home would bring if listed on the open market. Moreover, an immediate auction would expose Defendant to significant liability to current leaseholders residing in

From: Marty Duke

Fax: 16155411842

To:

Fax: (615) 790-5626

Page: 8 of 12

07/29/2019 4:32 PM

the home. Defendant therefore would ask the Court to order Plaintiff to maintain the mortgage for three (3) to six (6) months so that the home may be sold in an orderly fashion on the open market, yield the most proceeds possible, and limit Defendant's liability to leaseholders.

- 17. Defendant objects to Plaintiff's request in Paragraph 17. Plaintiff voluntarily, and abruptly left the marital residence. She should bear all costs of her decision, and no reimbursement from the marital estate should be permitted. Plaintiff's request for an offset of the proceeds should be denied because her payments on the mortgages were required to keep Defendant in the manner of living to which he had become accustomed. Further, withholding proceeds from a sale to determine any offset would literally render Defendant homeless, without any income, and without any funds available to secure alternate housing. Plaintiff's request is a cruel and unreasonable concept that this Court should reject out of hand.

Defendant would further state and show unto the Court as follows:

- 18. As noted previously, Defendant currently rents two rooms of the marital residence, so as to have some means of income to pay the utilities for the marital residence and to have some source of income. Should the Court determine that the marital residence should be sold in some form or fashion at this time, the Court take into consideration that the Defendant will need ample time to notify the current tenants of their need to vacate the residence located at 1986 Sunnyside Drive, Brentwood, Tennessee 37027; therefore, the Defendant would request that he, along with the current tenants, be permitted to remain in the residence until the home is sold, and that he be permitted ninety (90) days to properly notify the tenants of their need to vacate the property.

19. As a result of the two (2) leases with one-year terms, the Defendant is put into a compromising situation which could result in serious liability. His only two options are to either sell the marital residence with two active leases, or to pay the tenants to vacate early. If he elected to pay the tenants to vacate early, he would most likely have to reimburse them for the remaining months of their lease, security deposits for their next rental, moving costs, etc.
20. As one could imagine, the financial burden to the Defendant is monumental when considering these expenses; if anything, if the Defendant is forced to vacate the residence and also reimburse his tenants for vacating early, then Plaintiff should have to share equally in the costs for reimbursing the tenants as well.
21. The Defendant would further respectfully submit and agree, as condition to his remaining in the residence, that he shall maintain the home in pristine condition, pay all utilities for the marital residence and pay the first mortgage on the marital residence.
22. The Defendant would further agree to permit Plaintiff to inspect the home to determine the status of the interior of the residence, provided he receive notice of no less than forty-eight (48) hours of her intent to enter the former marital residence.
23. The Defendant would further aver that the Plaintiff willingly/intentionally failed to notify the Defendant of her bankruptcy proceedings as well as her failure/inability to pay the mortgage in a timely fashion, and that throughout the duration of the marriage, the Plaintiff has been the primary breadwinner and primarily paid the parties' mortgage obligations, moreover Plaintiff is well-aware of the Defendant's inconsistent employment history due to his debilitating mental health diagnoses which affect his ability to maintain continuous and consistent employment.

- 24 That the first and second mortgages as outlined in Plaintiff's Motion, are in the Plaintiff's sole name, and that according to these negotiable instruments, the Plaintiff is solely responsible for payment thereof. Because the Plaintiff failed to communicate with the Defendant as to the status of payment, and Defendant was not a party to the financial documents, it was an impossibility for him to have the ability to contact the lender to verify whether or not payments on the marital residence were being made in a timely manner, and to date is still unaware of when the last payment was received by the mortgage holders, as Plaintiff has failed or refused to provide him with this information.
25. In this aspect, it is arguable that the Plaintiff has unclean hands and that she is acting in bad faith because her past actions have undoubtedly created the present "emergency" as it relates to the possible foreclosure on the marital residence and the need to sell the home in an urgent fashion.
26. The Defendant specifically denies any allegation that he is guilty of domestic abuse towards the Wife, he acknowledges that an *Ex Parte* Order of Protection is in effect and that the hearing on the Order of Protection is set to be heard on August 1, 2019, which is the same day as the Plaintiff's Motion to Sell the Marital Residence is set.
27. The Defendant has not filed an Answer and Counter-Complaint to date as a result of an agreement between the attorneys to grant an extension to file such, and that this is irrelevant with respect to the Motion to Sell the Marital Residence as it has no bearing on the status of the marital residence and the mortgage payments.
28. As stated previously, Defendant acknowledges that he has two tenants residing in the marital residence, and that the rental proceeds are put towards the utilities and maintenance of the home and that he rented these bedrooms in an attempt to mitigate the

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To:

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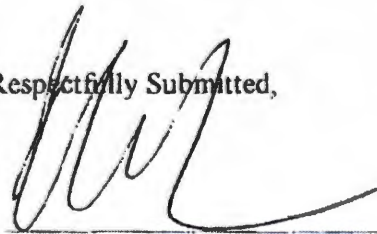
Page: 11 of 12

07/29/2019 4:32 PM

financial disaster that the Plaintiff put him in after she ceased paying the mortgage and the utilities, and deserted the Defendant.

- 29. The Defendant has transferred utilities into his name and that the utilities remain current, and that he agrees to maintain the status quo.
- 30. Should the Court order the sale of the marital residence, the Defendant would respectfully request that, pending payment of the existing first and second mortgages and any liens on the property, he be permitted an advance on his portion of the proceeds in order to obtain housing, as the sale of the residence will essentially leave him homeless, and without stable employment or rent from tenants, he has no other source of income at this time to rely upon for basic necessities and survival.

Respectfully Submitted,



Charles M. Duke, #23607
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Nashville, TN 37212
(615) 541-1842
(615) 647-0672 Fax
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Mitchell Miller, #36126
1200 Villa Place, Suite 200
Nashville, TN 37212
(615) 712-6394
mitchell@schafferlawfirmtn.com

Attorneys for Defendant/Husband

From: Marty Duke

Fax: 16155411842

Sp:

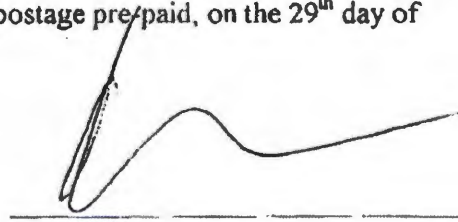
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Page: 12 of 12

07/29/2019 4:32 PM

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Response to Wife's Motion to Sell the Marital Residence, has been sent to Ms. Virginia Story, Esq. Attorney for the Wife, at 136 Fourth Avenue South, Franklin, TN 37064, via U.S. Mail, postage pre-paid, on the 29th day of July, 2019.

A handwritten signature in black ink, appearing to be 'Marty Duke', is written above a horizontal line.

From: Marty Duke

Fax: 16155411842

To:

Fax: (615) 790-5626

Page: 1 of 12

07/29/2019 4:32 PM

FILED 7/29/19
ENTRUSTED
BOOK
ELAINE B. BELMONT, Clerk & Master

TENNESSEE COURTS
UNIFORM FACSIMILE FILING COVER SHEET

DATE 7-29-19

TO (COURT CLERK) Clerk & Master

COURT Williamson County Chancery Court

CLERK'S FAX NUMBER 615-790-5626

CASE NAME Fenton v. Fenton

DOCKET NUMBER 48419B

TITLE OF DOCUMENT Response in Opposition to Motion to Sell

FROM (SENDER) Charles M. Duke

SENDER'S ADDRESS 126 Villa Manor, Suite 201, Nashville 37212

SENDER'S VOICE TELEPHONE NUMBER 615-541-1842

SENDER'S FAX TELEPHONE NUMBER 615-647-0672

TOTAL PAGES INCLUDING COVER PAGE 12

Unless authorized by the Court, a facsimile transmission exceeding fifty (50) pages, including cover page, shall not be filed by the clerk.

YOUR FACSIMILE FILING LISTED ABOVE WAS STAMP FILED ON 7/29/19
PLEASE REMIT \$ 17 TO:
CLERK AND MASTER
P. O. BOX 1666
FRANKLIN, TN 37065

From: Marty Duke

Fax: 16155411842

To:

Fax: (615) 790-5626

Page: 2 of 51

07/29/2019 4:06 PM

ex 1 to Response

Fill in this information to identify your case:

United States Bankruptcy Court for the:

MIDDLE DISTRICT OF TENNESSEE

Case number (if known)

Chapter you are filing under:

- Chapter 7
- Chapter 11
- Chapter 12
- Chapter 13

FILED
 ENTERED 7/29/19
 BOOK PAGE
 ELAINE B. BEELER, Clerk & Master
 Check if this an amended filing

Official Form 101

Voluntary Petition for Individuals Filing for Bankruptcy

12/17

The bankruptcy forms use you and Debtor 1 to refer to a debtor filing alone. A married couple may file a bankruptcy case together—called a joint case—and in joint cases, these forms use you to ask for information from both debtors. For example, if a form asks, "Do you own a car," the answer would be yes if either debtor owns a car. When information is needed about the spouses separately, the form uses Debtor 1 and Debtor 2 to distinguish between them. In joint cases, one of the spouses must report information as Debtor 1 and the other as Debtor 2. The same person must be Debtor 1 in all of the forms.

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Identify Yourself

About Debtor 1:

About Debtor 2 (Spouse Only in a Joint Case)

1. Your full name

Write the name that is on your government-issued picture identification (for example, your driver's license or passport).

Fawn
First name
Middle name

First name
Middle name

Bring your picture identification to your meeting with the trustee.

Fenton
Last name and Suffix (Sr., Jr., II, III)

Last name and Suffix (Sr., Jr., II, III)

2. All other names you have used in the last 8 years

Include your married or maiden names.

Fawn
Fawn Tiffany

3. Only the last 4 digits of your Social Security number or federal Individual Taxpayer Identification number (ITIN)

xxx-xx-2065

57

From: Marty Duke

Fax: 16155411842

To:

Fax: (615) 790-5626

Page: 3 of 51

07/29/2019 4:06 PM

Debtor 1 Fawn Tiffany Fenton

Case number (if known)

About Debtor 1:

About Debtor 2 (Spouse Only in a Joint Case):

4. Any business names and Employer Identification Numbers (EIN) you have used in the last 8 years

I have not used any business name or EINs

I have not used any business name or EINs.

Include trade names and doing business as names

Business name(s)

Business name(s)

EINs

EINs

5. Where you live

Brentwood, TN 37027

Number, Street, City, State & ZIP Code

Number, Street, City, State & ZIP Code

Davidson
County

County

If your mailing address is different from the one above, fill it in here. Note that the court will send any notices to you at this mailing address.

If Debtor 2's mailing address is different from yours, fill it in here. Note that the court will send any notices to this mailing address.

Number, P.O. Box, Street, City, State & ZIP Code

Number, P.O. Box, Street, City, State & ZIP Code

6. Why you are choosing this district to file for bankruptcy

Check one.

Over the last 180 days before filing this petition, I have lived in this district longer than in any other district.

Check one:

Over the last 180 days before filing this petition, I have lived in this district longer than in any other district.

I have another reason. Explain. (See 28 U.S.C. § 1408.)

I have another reason. Explain. (See 28 U.S.C. § 1408.)

From: Marty Duke

Fax: 16155411842

To:

Fax: (615) 790-5626

Page: 4 of 51

07/29/2019 4:06 PM

Debtor 1 Fawn Tiffany Fenton

Case number (if known) _____

Part 2: Tell the Court About Your Bankruptcy Case

7. The chapter of the Bankruptcy Code you are choosing to file under *Check one. (For a brief description of each, see Notice Required by 11 U.S.C. § 342(b) for Individuals Filing for Bankruptcy (Form 2010)). Also, go to the top of page 1 and check the appropriate box.*

- Chapter 7
- Chapter 11
- Chapter 12
- Chapter 13

8. How you will pay the fee

- I will pay the entire fee when I file my petition. Please check with the clerk's office in your local court for more details about how you may pay. Typically, if you are paying the fee yourself, you may pay with cash, cashier's check, or money order. If your attorney is submitting your payment on your behalf, your attorney may pay with a credit card or check with a pre-printed address.
- I need to pay the fee in installments. If you choose this option, sign and attach the *Application for Individuals to Pay The Filing Fee in Installments (Official Form 103A)*.
- I request that my fee be waived (You may request this option only if you are filing for Chapter 7. By law, a judge may, but is not required to, waive your fee, and may do so only if your income is less than 150% of the official poverty line that applies to your family size and you are unable to pay the fee in installments). If you choose this option, you must fill out the *Application to Have the Chapter 7 Filing Fee Waived (Official Form 103B)* and file it with your petition.

9. Have you filed for bankruptcy within the last 8 years?

- No.
- Yes.

District _____	When _____	Case number _____
District _____	When _____	Case number _____
District _____	When _____	Case number _____

10. Are any bankruptcy cases pending or being filed by a spouse who is not filing this case with you, or by a business partner, or by an affiliate?

- No
- Yes.

Debtor _____	Relationship to you _____
District _____	When _____
Case number, if known _____	
Debtor _____	Relationship to you _____
District _____	When _____
Case number, if known _____	

11. Do you rent your residence?

- No. Go to line 12.
- Yes. Has your landlord obtained an eviction judgment against you?
 - No. Go to line 12.
 - Yes. Fill out *Initial Statement About an Eviction Judgment Against You (Form 101A)* and file it with this bankruptcy petition.

From: Marty Duke Fax: 16155411842 To: Fax: (615) 790-5626 Page: 5 of 51 07/29/2019 4:06 PM

Debtor 1 **Fawn [REDACTED] Fenton** Case number (if known) _____

Part 3: Report About Any Businesses You Own as a Sole Proprietor

- 12. Are you a sole proprietor of any full- or part-time business?
 - No Go to Part 4.
 - Yes Name and location of business

A sole proprietorship is a business you operate as an individual, and is not a separate legal entity such as a corporation, partnership, or LLC.

If you have more than one sole proprietorship, use a separate sheet and attach it to this petition.

Name of business, if any _____

Number, Street, City, State & ZIP Code _____

Check the appropriate box to describe your business:

- Health Care Business (as defined in 11 U.S.C. § 101(27A))
- Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- Stockbroker (as defined in 11 U.S.C. § 101(53A))
- Commodity Broker (as defined in 11 U.S.C. § 101(6))
- None of the above

- 13. Are you filing under Chapter 11 of the Bankruptcy Code and are you a small business debtor?

If you are filing under Chapter 11, the court must know whether you are a small business debtor so that it can set appropriate deadlines. If you indicate that you are a small business debtor, you must attach your most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. 1116(1)(B).

For a definition of small business debtor, see 11 U.S.C. § 101(51D).

- No. I am not filing under Chapter 11.
- No. I am filing under Chapter 11, but I am NOT a small business debtor according to the definition in the Bankruptcy Code.
- Yes. I am filing under Chapter 11 and I am a small business debtor according to the definition in the Bankruptcy Code.

Part 4: Report If You Own or Have Any Hazardous Property or Any Property That Needs Immediate Attention

- 14. Do you own or have any property that poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety? Or do you own any property that needs immediate attention?
 - No.
 - Yes. What is the hazard? _____

If immediate attention is needed, why is it needed? _____

For example, do you own perishable goods, or livestock that must be fed, or a building that needs urgent repairs?

Where is the property? _____

Number, Street, City, State & Zip Code _____

From: Marty Duke

Fax: 16155411842

To:

Fax: (615) 790-5626

Page: 6 of 51

07/29/2019 4:06 PM

Debtor 1 Fawn [REDACTED] Fenton

Case number (if known)

Part 5 Explain Your Efforts to Receive a Briefing About Credit Counseling

15. Tell the court whether you have received a briefing about credit counseling.

The law requires that you receive a briefing about credit counseling before you file for bankruptcy. You must truthfully check one of the following choices. If you cannot do so, you are not eligible to file.

If you file anyway, the court can dismiss your case, you will lose whatever filing fee you paid, and your creditors can begin collection activities again.

About Debtor 1:

You must check one:

I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, and I received a certificate of completion.

Attach a copy of the certificate and the payment plan, if any, that you developed with the agency.

I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, but I do not have a certificate of completion.

Within 14 days after you file this bankruptcy petition, you MUST file a copy of the certificate and payment plan, if any.

I certify that I asked for credit counseling services from an approved agency, but was unable to obtain those services during the 7 days after I made my request, and exigent circumstances merit a 30-day temporary waiver of the requirement.

To ask for a 30-day temporary waiver of the requirement, attach a separate sheet explaining what efforts you made to obtain the briefing, why you were unable to obtain it before you filed for bankruptcy, and what exigent circumstances required you to file this case.

Your case may be dismissed if the court is dissatisfied with your reasons for not receiving a briefing before you filed for bankruptcy. If the court is satisfied with your reasons, you must still receive a briefing within 30 days after you file. You must file a certificate from the approved agency, along with a copy of the payment plan you developed, if any. If you do not do so, your case may be dismissed.

Any extension of the 30-day deadline is granted only for cause and is limited to a maximum of 15 days.

I am not required to receive a briefing about credit counseling because of:

Incapacity. I have a mental illness or a mental deficiency that makes me incapable of realizing or making rational decisions about finances.

Disability. My physical disability causes me to be unable to participate in a briefing in person, by phone, or through the internet, even after I reasonably tried to do so.

Active duty. I am currently on active military duty in a military combat zone.

If you believe you are not required to receive a briefing about credit counseling, you must file a motion for waiver credit counseling with the court.

About Debtor 2 (Spouse Only in a Joint Case):

You must check one:

I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, and I received a certificate of completion.

Attach a copy of the certificate and the payment plan, if any, that you developed with the agency.

I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, but I do not have a certificate of completion.

Within 14 days after you file this bankruptcy petition, you MUST file a copy of the certificate and payment plan, if any.

I certify that I asked for credit counseling services from an approved agency, but was unable to obtain those services during the 7 days after I made my request, and exigent circumstances merit a 30-day temporary waiver of the requirement.

To ask for a 30-day temporary waiver of the requirement, attach a separate sheet explaining what efforts you made to obtain the briefing, why you were unable to obtain it before you filed for bankruptcy, and what exigent circumstances required you to file this case.

Your case may be dismissed if the court is dissatisfied with your reasons for not receiving a briefing before you filed for bankruptcy.

If the court is satisfied with your reasons, you must still receive a briefing within 30 days after you file. You must file a certificate from the approved agency, along with a copy of the payment plan you developed, if any. If you do not do so, your case may be dismissed.

Any extension of the 30-day deadline is granted only for cause and is limited to a maximum of 15 days.

I am not required to receive a briefing about credit counseling because of:

Incapacity. I have a mental illness or a mental deficiency that makes me incapable of realizing or making rational decisions about finances.

Disability. My physical disability causes me to be unable to participate in a briefing in person, by phone, or through the internet, even after I reasonably tried to do so.

Active duty. I am currently on active military duty in a military combat zone.

If you believe you are not required to receive a briefing about credit counseling, you must file a motion for waiver of credit counseling with the court.

61

From: Marty Duke

Fax: 16155411842

Fax: (615) 790-5626

Page: 7 of 51

07/29/2019 4:06 PM

Debtor 1 Fawn ██████ Fenton

Case number (if known)

Part 6: Answer These Questions for Reporting Purposes

16. What kind of debts do you have?
- 16a. Are your debts primarily consumer debts? Consumer debts are defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose"
- No. Go to line 16b.
- Yes. Go to line 17.
- 16b. Are your debts primarily business debts? Business debts are debts that you incurred to obtain money for a business or investment or through the operation of the business or investment.
- No. Go to line 16c.
- Yes. Go to line 17.
- 16c. State the type of debts you owe that are not consumer debts or business debts

17. Are you filing under Chapter 7?
- No. I am not filing under Chapter 7. Go to line 18.
- Do you estimate that after any exempt property is excluded and administrative expenses are paid that funds will be available for distribution to unsecured creditors?
- Yes. I am filing under Chapter 7. Do you estimate that after any exempt property is excluded and administrative expenses are paid that funds will be available to distribute to unsecured creditors?
- No
- Yes

18. How many Creditors do you estimate that you owe?
- 1-49
- 50-99
- 100-199
- 200-999
- 1,000-5,000
- 5001-10,000
- 10,001-25,000
- 25,001-50,000
- 50,001-100,000
- More than 100,000

19. How much do you estimate your assets to be worth?
- \$0 - \$50,000
- \$50,001 - \$100,000
- \$100,001 - \$500,000
- \$500,001 - \$1 million
- \$1,000,001 - \$10 million
- \$10,000,001 - \$50 million
- \$50,000,001 - \$100 million
- \$100,000,001 - \$500 million
- \$500,000,001 - \$1 billion
- \$1,000,000,001 - \$10 billion
- \$10,000,000,001 - \$50 billion
- More than \$50 billion

20. How much do you estimate your liabilities to be?
- \$0 - \$50,000
- \$50,001 - \$100,000
- \$100,001 - \$500,000
- \$500,001 - \$1 million
- \$1,000,001 - \$10 million
- \$10,000,001 - \$50 million
- \$50,000,001 - \$100 million
- \$100,000,001 - \$500 million
- \$500,000,001 - \$1 billion
- \$1,000,000,001 - \$10 billion
- \$10,000,000,001 - \$50 billion
- More than \$50 billion

Sign Below

For you

I have examined this petition, and I declare under penalty of perjury that the information provided is true and correct.

If I have chosen to file under Chapter 7, I am aware that I may proceed, if eligible, under Chapter 7, 11, 12, or 13 of title 11, United States Code. I understand the relief available under each chapter, and I choose to proceed under Chapter 7.

If no attorney represents me and I did not pay or agree to pay someone who is not an attorney to help me fill out this document, I have obtained and read the notice required by 11 U.S.C. § 342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I understand making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

/s/ Fawn ██████ Fenton

Fawn ██████ Fenton

Signature of Debtor 1

Signature of Debtor 2

Executed on April 26, 2019
MM / DD / YYYY

Executed on
MM / DD / YYYY

62

From: Marty Duke

Fax: 16155411842

To:

Fax: (615) 790-5626

Page: 8 of 51

07/29/2019 4:06 PM

Debtor 1 **Fawn ██████ Fenton**

Case number (if known) _____

For your attorney, if you are represented by one

I, the attorney for the debtor(s) named in this petition, declare that I have informed the debtor(s) about eligibility to proceed under Chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each chapter for which the person is eligible. I also certify that I have delivered to the debtor(s) the notice required by 11 U.S.C. § 342(b) and, in a case in which § 707(b)(4)(D) applies, certify that I have no knowledge after an inquiry that the information in the schedules filed with the petition is incorrect.

If you are not represented by an attorney, you do not need to file this page.

/s/ Mary Beth Ausbrooks
Signature of Attorney for Debtor

Date April 26, 2019
MM/DD/YYYY

Mary Beth Ausbrooks
Printed name

Rothschild & Ausbrooks PLLC
Firm name

1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
Number, Street, City, State & ZIP Code

Contact phone (615) 242-3896

Email address notice@rothschildbklaw.com

3463 TN

Bar number & State

From: Marty Duke Fax: 16155411842 To: Fax: (615) 790-5626 Page: 9 of 51 07/29/2019 4:06 PM

Fill in this information to identify your case:

Debtor 1 **Fawn Fenton**
First Name Middle Name Last Name

Debtor 2
(Spouse if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number
(if known)

Check if this is an amended filing

Official Form 106Sum
Summary of Your Assets and Liabilities and Certain Statistical Information 12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. Fill out all of your schedules first; then complete the information on this form. If you are filing amended schedules after you file your original forms, you must fill out a new Summary and check the box at the top of this page.

Part 1: Summarize Your Assets

	Your assets Value of what you own
1. Schedule A/B: Property (Official Form 106A/B)	
1a. Copy line 55, Total real estate, from Schedule A/B.....	\$ <u>425,000.00</u>
1b. Copy line 67, Total personal property, from Schedule A/B.....	\$ <u>33,108.50</u>
1c. Copy line 63, Total of all property on Schedule A/B.....	\$ <u>458,108.50</u>

Part 2: Summarize Your Liabilities

	Your liabilities Amount you owe
2. Schedule D: Creditors Who Have Claims Secured by Property (Official Form 106D)	
2a. Copy the total you listed in Column A, Amount of claim, at the bottom of the last page of Part 1 of Schedule D...	\$ <u>306,760.19</u>
3. Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 106E/F)	
3a. Copy the total claims from Part 1 (priority unsecured claims) from line 6e of Schedule E/F.....	\$ <u>0.00</u>
3b. Copy the total claims from Part 2 (nonpriority unsecured claims) from line 6j of Schedule E/F.....	\$ <u>48,941.30</u>
Your total liabilities	\$ <u>355,691.49</u>

Part 3: Summarize Your Income and Expenses

4. Schedule I: Your Income (Official Form 106I)	
Copy your combined monthly income from line 12 of Schedule I.....	\$ <u>5,845.04</u>
5. Schedule J: Your Expenses (Official Form 106J)	
Copy your monthly expenses from line 22c of Schedule J.....	\$ <u>3,025.00</u>

Part 4: Answer These Questions for Administrative and Statistical Records

6. Are you filing for bankruptcy under Chapters 7, 11, or 13?
 No. You have nothing to report on this part of the form. Check this box and submit this form to the court with your other schedules.
 Yes
7. What kind of debt do you have?
 Your debts are primarily consumer debts. Consumer debts are those "incurred by an individual primarily for a personal, family, or household purpose" 11 U.S.C. § 101(8). Fill out lines 8-9g for statistical purposes. 28 U.S.C. § 159.
 Your debts are not primarily consumer debts. You have nothing to report on this part of the form. Check this box and submit this form to the court with your other schedules.

Official Form 106Sum Summary of Your Assets and Liabilities and Certain Statistical Information

64
 page 1 of 2

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East Case Bankruptcy

Case 3:19-bk-02693 Doc 1 Filed 04/26/19 Entered 04/26/19 13:28:31 Desc Main Document Page 8 of 50

From: Marty Duke

Fax: 16155411842

To:

Fax: (615) 790-5626

Page: 10 of 51

07/29/2019 4:06 PM

Debtor 1 Fawn ██████ Fenton

Case number (if known)

8 From the *Statement of Your Current Monthly Income*: Copy your total current monthly income from Official Form 122A-1 Line 11; OR, Form 122B Line 11; OR, Form 122C-1 Line 14.

\$ 7,500.00

9. Copy the following special categories of claims from Part 4, line 6 of *Schedule E/F*:

From Part 4 on *Schedule E/F*, copy the following:

Total claim

9a. Domestic support obligations (Copy line 6a.)

\$ 0.00

9b. Taxes and certain other debts you owe the government. (Copy line 6b.)

\$ 0.00

9c. Claims for death or personal injury while you were intoxicated. (Copy line 6c.)

\$ 0.00

9d. Student loans. (Copy line 6f.)

\$ 0.00

9e. Obligations arising out of a separation agreement or divorce that you did not report as priority claims. (Copy line 6g.)

\$ 0.00

9f. Debts to pension or profit-sharing plans, and other similar debts. (Copy line 6h.)

+\$ 0.00

9g. Total. Add lines 9a through 9f.

\$ 0.00

65

Official Form 106Sum

Summary of Your Assets and Liabilities and Certain Statistical Information

page 2 of 2

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Best Case Bankruptcy

Case 3:19-bk-02693 Doc 1 Filed 04/26/19 Entered 04/26/19 13:28:31 Desc Main Document Page 9 of 50

From: Marty Duke Fax: 16155411842 To: Fax: (615) 790-5626 Page: 11 of 51 07/29/2019 4:06 PM

Fill in this information to identify your case and this filing:

Debtor 1 Fawn [REDACTED] Fenton
First Name Middle Name Last Name

Debtor 2
(Spouse, if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the MIDDLE DISTRICT OF TENNESSEE

Case number _____

Check if this is an amended filing

Official Form 106A/B Schedule A/B: Property

12/16

In each category, separately list and describe items. List an asset only once. If an asset fits in more than one category, list the asset in the category where you think it fits best. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Each Residence, Building, Land, or Other Real Estate You Own or Have an Interest in

1. Do you own or have any legal or equitable interest in any residence, building, land, or similar property?

- No. Go to Part 2.
- Yes. Where is the property?

1.1

1986 Sunny Side Drive
Street address, if available, or other description

Brentwood TN 37027-0000
City State ZIP Code

Williamson
County

What is the property? Check all that apply

- Single-family home
- Duplex or multi-unit building
- Condominium or cooperative
- Manufactured or mobile home
- Land
- Investment property
- Timeshare
- Other _____

Who has an interest in the property? Check one

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another

Do not deduct secured claims or exemptions. Put the amount of any secured claims on Schedule D: Creditors Who Have Claims Secured by Property.

Current value of the entire property?	Current value of the portion you own?
\$425,000.00	\$425,000.00

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

Tenants by the Entireties

Check if this is community property (see instructions)

Other information you wish to add about this item, such as local property identification number:

Separated Spouse is on Deed only

2. Add the dollar value of the portion you own for all of your entries from Part 1, including any entries for pages you have attached for Part 1. Write that number here.....=>

\$425,000.00

Part 2: Describe Your Vehicles

Do you own, lease, or have legal or equitable interest in any vehicles, whether they are registered or not? Include any vehicles you own that someone else drives. If you lease a vehicle, also report it on Schedule G: Executory Contracts and Unexpired Leases.

From: Marty Duke Fax: 16155411842 To: Fax: (615) 790-5626 Page: 12 of 51 07/29/2019 4:06 PM

Debtor 1 Fawn [REDACTED] Fenton Case number (if known) _____

3. Cars, vans, trucks, tractors, sport utility vehicles, motorcycles

- No
 Yes

3.1 Make: Toyota
Model: Prius
Year: 2017
Approximate mileage: 23,000
Other information:

VIN: [REDACTED]

- Who has an interest in the property? Check one
Debtor 1 only
Debtor 2 only
Debtor 1 and Debtor 2 only
At least one of the debtors and another
Check if this is community property (see instructions)

Do not deduct secured claims or exemptions. Put the amount of any secured claims on Schedule D: Creditors Who Have Claims Secured by Property.

Current value of the entire property? \$16,375.00
Current value of the portion you own? \$16,375.00

4. Watercraft, aircraft, motor homes, ATVs and other recreational vehicles, other vehicles, and accessories
Examples: Boats, trailers, motors, personal watercraft, fishing vessels, snowmobiles, motorcycle accessories

- No
 Yes

5. Add the dollar value of the portion you own for all of your entries from Part 2, including any entries for pages you have attached for Part 2. Write that number here ->

\$16,375.00

PART 2 Describe Your Personal and Household Items

Do you own or have any legal or equitable interest in any of the following items?

Current value of the portion you own?
Do not deduct secured claims or exemptions.

- 6. Household goods and furnishings
Examples: Major appliances, furniture, linens, china, kitchenware
 No
 Yes. Describe...

Sofa, Rugs, End Table, Coffee Table, Bedroom Suite, Bookshelves, Gun Safe, Table & Chairs, Toaster, Pots & Pans, Misc. Household Items

\$1,500.00

1986 Sunny Side Drive Sofa, Entertainment Center, Lounge Chair, Patio Furniture, File Cabinets, Desk, Lamps, Misc. Household Items

\$500.00

- 7. Electronics
Examples: Televisions and radios; audio, video, stereo, and digital equipment; computers, printers, scanners; music collections; electronic devices including cell phones, cameras, media players, games

- No
 Yes. Describe.....

Cellphone, Laptop, TV, Tablet

\$1,000.00

- 8. Collectibles of value
Examples: Antiques and figurines; paintings, prints, or other artwork; books, pictures, or other art objects; stamp, coin, or baseball card collections; other collections, memorabilia, collectibles

- No
 Yes. Describe...

Breyer Horses

67
\$900.00

From: Marty Duke Fax: 16155411842 Page: 13 of 51 07/29/2019 4:06 PM

Debtor 1 **Fawn [REDACTED] Fenton** Case number (if known)

9. Equipment for sports and hobbies

Examples: Sports, photographic, exercise, and other hobby equipment; bicycles, pool tables, golf clubs, skis; canoes and kayaks; carpentry tools; musical instruments

- No
Yes. Describe...

Treadmill \$1,000, Weight Set \$200 located at 1986 Sunny Side Drive, Brentwood, TN \$600.00

10 Firearms

Examples: Pistols, rifles, shotguns, ammunition, and related equipment

- No
Yes. Describe....

AR15, FN-FAL, Glock 23, Rugger SP101 \$2,700.00

11 Clothes

Examples: Everyday clothes, furs, leather coats, designer wear, shoes, accessories

- No
Yes. Describe....

Clothing/Shoes/Purse \$500.00

12. Jewelry

Examples: Everyday jewelry, costume jewelry, engagement rings, wedding rings, heirloom jewelry, watches, gems, gold, silver

- No
Yes. Describe

Wedding Ring \$1600 and Costume jewelry \$1,500.00

13. Non-farm animals

Examples: Dogs, cats, birds, horses

- No
Yes. Describe....

Dog, 2 Bunnies, Fish \$0.00

14 Any other personal and household items you did not already list, including any health aids you did not list

- No
Yes. Give specific information....

Items in storage Books, Luggage, Pet Supplies, Christmas Decorations \$1,000.00

2 Aquarium located at 1986 Sunny Side Drive 2 Aquarium located at [REDACTED] \$2,000.00

15 Add the dollar value of all of your entries from Part 3, including any entries for pages you have attached for Part 3. Write that number here

\$12,200.00

Part 4: Describe Your Financial Assets

Do you own or have any legal or equitable interest in any of the following?

Current value of the portion you own? Do not deduct secured claims or exemptions.

68

From: Marty Duke Fax: 16155411842 Page: 14 of 51 07/29/2019 4:06 PM

Debtor 1 Fawn Fenton Case number (if known)

16. Cash

Examples: Money you have in your wallet, in your home, in a safe deposit box, and on hand when you file your petition

No

Yes

Cash \$50.00

17. Deposits of money

Examples: Checking, savings, or other financial accounts; certificates of deposit; shares in credit unions, brokerage houses, and other similar institutions. If you have multiple accounts with the same institution, list each.

No

Yes

Institution name:

17.1. Checking First Farmers & Merchants \$2,000.00

17.2. Checking Ascend Federal CU \$0.00

17.3. Savings First Farmers & Merchants \$800.00

17.4. Savings Ascend Federal CU \$150.00

18. Bonds, mutual funds, or publicly traded stocks

Examples: Bond funds, investment accounts with brokerage firms, money market accounts

No

Yes

Institution or issuer name:

19. Non-publicly traded stock and interests in incorporated and unincorporated businesses, including an interest in an LLC, partnership, and joint venture

No

Yes

Give specific information about them

Name of entity:

% of ownership:

20. Government and corporate bonds and other negotiable and non-negotiable instruments

Negotiable instruments include personal checks, cashiers' checks, promissory notes, and money orders. Non-negotiable instruments are those you cannot transfer to someone by signing or delivering them.

No

Yes

Give specific information about them

Issuer name:

21. Retirement or pension accounts

Examples: Interests in IRA, ERISA, Keogh, 401(k), 403(b), thrift savings accounts, or other pension or profit-sharing plans

No

Yes

List each account separately.

Type of account:

Institution name:

22. Security deposits and prepayments

Your share of all unused deposits you have made so that you may continue service or use from a company

Examples: Agreements with landlords, prepaid rent, public utilities (electric, gas, water), telecommunications companies, or others

No

Yes

Institution name or individual:

23. Annuities (A contract for a periodic payment of money to you, either for life or for a number of years)

No

Yes

Issuer name and description:

24. Interests in an education IRA, in an account in a qualified ABLE program, or under a qualified state tuition program.

26 U.S.C. §§ 530(b)(1), 529A(b), and 529(b)(1).

Official Form 106A/B

Schedule A/B: Property

69

page 4

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Bas: Case Bankruptcy

From: Marty Duke Fax: 16155411842 : Fax: (615) 790-5626 Page: 15 of 51 07/29/2019 4:06 PM

Debtor 1 Fawn ██████ Fenton Case number (if known) _____

- No
- Yes Institution name and description Separately file the records of any interests. 11 U.S.C. § 521(c):

25. Trusts, equitable or future interests in property (other than anything listed in line 1), and rights or powers exercisable for your benefit

- No
- Yes Give specific information about them ..

26. Patents, copyrights, trademarks, trade secrets, and other intellectual property
Examples: Internet domain names, websites, proceeds from royalties and licensing agreements

- No
- Yes. Give specific information about them ..

27. Licenses, franchises, and other general intangibles
Examples: Building permits, exclusive licenses, cooperative association holdings, liquor licenses, professional licenses

- No
- Yes. Give specific information about them...

Money or property owed to you?

Current value of the portion you own? Do not deduct secured claims or exemptions.

28. Tax refunds owed to you

- No
- Yes. Give specific information about them, including whether you already filed the returns and the tax years.....

2017 Tax Refund	Federal	\$1,533.50
-----------------	---------	------------

2018 Tax Refund \$2,158.00 \$668.98 to Separated Spouse remainder used on living expenses	Federal	\$0.00
-------------------------------------------------------------------------------------------------	---------	--------

29. Family support
Examples: Past due or lump sum alimony, spousal support, child support, maintenance, divorce settlement, property settlement

- No
- Yes. Give specific information

30. Other amounts someone owes you
Examples: Unpaid wages, disability insurance payments, disability benefits, sick pay, vacation pay, workers' compensation, Social Security benefits; unpaid loans you made to someone else

- No
- Yes. Give specific information..

31. Interests in insurance policies
Examples: Health, disability, or life insurance; health savings account (HSA); credit, homeowner's, or renter's insurance

- No
- Yes. Name the insurance company of each policy and list its value.
Company name:

Beneficiary:

Surrender or refund value:

32. Any interest in property that is due you from someone who has died
If you are the beneficiary of a living trust, expect proceeds from a life insurance policy, or are currently entitled to receive property because someone has died.

- No
- Yes Give specific information

33. Claims against third parties, whether or not you have filed a lawsuit or made a demand for payment
Examples: Accidents, employment disputes, insurance claims, or rights to sue

- No

70

Official Form 106A/B

Schedule A/B: Property

page 5

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Best Case Bankruptcy

From: Marty Duke Fax: 16155411842 To: Fax: (615) 790-5626 Page: 16 of 51 07/29/2019 4:06 PM

Debtor 1 Fawn ██████ Fenton Case number (if known) _____

Yes Describe each claim

34 Other contingent and unliquidated claims of every nature, including counterclaims of the debtor and rights to set off claims

No
 Yes Describe each claim

35 Any financial assets you did not already list

No
 Yes. Give specific information..

36 Add the dollar value of all of your entries from Part 4, including any entries for pages you have attached for Part 4. Write that number here.....

\$4,533.50

Part 5: Describe Any Business-Related Property You Own or Have an Interest In. List any real estate in Part 1.

37. Do you own or have any legal or equitable interest in any business-related property?

No Go to Part 6.
 Yes. Go to line 38. .

Part 6: Describe Any Farm- and Commercial Fishing-Related Property You Own or Have an Interest In. If you own or have an interest in farmland, list it in Part 1.

46. Do you own or have any legal or equitable interest in any farm- or commercial fishing-related property?

No. Go to Part 7.
 Yes. Go to line 47.

Part 7: Describe All Property You Own or Have an Interest in That You Did Not List Above

53. Do you have other property of any kind you did not already list?

Examples: Season tickets, country club membership

No
 Yes. Give specific information

54. Add the dollar value of all of your entries from Part 7. Write that number here

\$0.00

Part 8: List the Totals of Each Part of this Form

55. Part 1: Total real estate, line 2		\$425,000.00
56. Part 2: Total vehicles, line 5	\$16,375.00	
57. Part 3: Total personal and household items, line 15	\$12,200.00	
58. Part 4: Total financial assets, line 36	\$4,533.50	
59. Part 5: Total business-related property, line 45	\$0.00	
60. Part 6: Total farm- and fishing-related property, line 52	\$0.00	
61. Part 7: Total other property not listed, line 54	\$0.00	
62. Total personal property. Add lines 56 through 61...	\$33,108.50	Copy personal property total \$33,108.50
63. Total of all property on Schedule A/B. Add line 55 + line 62		\$458,108.50

From: Marty Duke

Fax: 16155411842

To:

Fax: (615) 790-5626

Page: 17 of 51

07/29/2019 4:06 PM

Fill in this information to identify your case:

Debtor 1 **Fawn Fenton**
First Name Middle Name Last Name

Debtor 2
(Spouse if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number
(if known)

Check if this is an amended filing

Official Form 106C

Schedule C: The Property You Claim as Exempt

4/19

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. Using the property you listed on *Schedule A/B: Property* (Official Form 106A/B) as your source, list the property that you claim as exempt. If more space is needed, fill out and attach to this page as many copies of *Part 2: Additional Page* as necessary. On the top of any additional pages, write your name and case number (if known).

For each item of property you claim as exempt, you must specify the amount of the exemption you claim. One way of doing so is to state a specific dollar amount as exempt. Alternatively, you may claim the full fair market value of the property being exempted up to the amount of any applicable statutory limit. Some exemptions—such as those for health aids, rights to receive certain benefits, and tax-exempt retirement funds—may be unlimited in dollar amount. However, if you claim an exemption of 100% of fair market value under a law that limits the exemption to a particular dollar amount and the value of the property is determined to exceed that amount, your exemption would be limited to the applicable statutory amount.

Part 1: Identify the Property You Claim as Exempt

1. Which set of exemptions are you claiming? Check one only, even if your spouse is filing with you.

- You are claiming state and federal nonbankruptcy exemptions. 11 U.S.C. § 522(b)(3)
- You are claiming federal exemptions. 11 U.S.C. § 522(b)(2)

2. For any property you list on *Schedule A/B* that you claim as exempt, fill in the information below.

Brief description of the property and line on <i>Schedule A/B</i> that lists this property	Current value of the portion you own <small>Copy the value from <i>Schedule A/B</i></small>	Amount of the exemption you claim <small>Check only one box for each exemption.</small>	Specific laws that allow exemption
2017 Toyota Prius 23,000 miles VIN: [REDACTED] Line from <i>Schedule A/B</i> : 3.1	\$16,375.00	<input checked="" type="checkbox"/> \$3,775.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103
AR15, FN-FAL, Glock 23, Rugger SP101 Line from <i>Schedule A/B</i> : 10.1	\$2,700.00	<input checked="" type="checkbox"/> \$2,700.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103
Clothing/Shoes/Purse Line from <i>Schedule A/B</i> : 11.1	\$500.00	<input checked="" type="checkbox"/> 100% <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-104
Cash Line from <i>Schedule A/B</i> : 16.1	\$50.00	<input checked="" type="checkbox"/> \$50.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103
Checking: First Farmers & Merchants Line from <i>Schedule A/B</i> : 17.1	\$2,000.00	<input checked="" type="checkbox"/> \$2,000.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103

72

Official Form 106C

Schedule C: The Property You Claim as Exempt

page 1 of 2

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Best Case Bankruptcy

Case 3:19-bk-02693 Doc 1 Filed 04/26/19 Entered 04/26/19 13:28:31 Desc Main Document Page 16 of 50

From: Marty Duke Fax: 16155411842 To: Fax: (615) 790-5626 Page: 18 of 51 07/29/2019 4:06 PM

Debtor 1 Fawn Tiffany Fenton	Case number (if known)		
Brief description of the property and line on Schedule A/B that lists this property	Current value of the portion you own <small>Copy the value from Schedule A/B</small>	Amount of the exemption you claim <small>Check only one box for each exemption.</small>	Specific laws that allow exemption
Savings: First Farmers & Merchants Line from Schedule A/B: 17.3	<u>\$800.00</u>	<input checked="" type="checkbox"/> \$800.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103
Savings: Ascend Federal CU Line from Schedule A/B: 17.4	<u>\$150.00</u>	<input checked="" type="checkbox"/> \$150.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103
Federal: 2017 Tax Refund Line from Schedule A/B: 28.1	<u>\$1,533.50</u>	<input checked="" type="checkbox"/> \$525.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103

3. Are you claiming a homestead exemption of more than \$170,350?
 (Subject to adjustment on 4/01/22 and every 3 years after that for cases filed on or after the date of adjustment.)
- No
- Yes. Did you acquire the property covered by the exemption within 1,215 days before you filed this case?
- No
- Yes

73

From: Marty Duke

Fax: 16155411842

Fax: (615) 790-5626

Page: 19 of 51

07/29/2019 4:06 PM

Fill in this information to identify your case:

Debtor 1 **Fawn Fenton**
First Name Middle Name Last Name

Debtor 2
(Spouse if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: **MIDDLE DISTRICT OF TENNESSEE**

Case number
(if known)

Check if this is an amended filing

Official Form 106D

Schedule D: Creditors Who Have Claims Secured by Property

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the Additional Page, fill it out, number the entries, and attach it to this form. On the top of any additional pages, write your name and case number (if known).

1. Do any creditors have claims secured by your property?

No. Check this box and submit this form to the court with your other schedules. You have nothing else to report on this form.

Yes. Fill in all of the information below.

Part 1: List All Secured Claims

2. List all secured claims. If a creditor has more than one secured claim, list the creditor separately for each claim. If more than one creditor has a particular claim, list the other creditors in Part 2. As much as possible, list the claims in alphabetical order according to the creditor's name.

Column A	Column B	Column C
Amount of claim Do not deduct the value of collateral.	Value of collateral that supports this claim	Unsecured portion if any
\$53,967.42	\$425,000.00	\$0.00

2.1 BanCorp South
Creditor's Name

Attn: Officer Manager or Agent
914 Murfreesboro Road
Franklin, TN 37067
Number, Street, City, State & Zip Code

Describe the property that secures the claim:
1986 Sunny Side Drive Brentwood, TN 37027 Williamson County Separated Spouse is on Deed only

As of the date you file, the claim is: Check all that apply

- Contingent
 - Unliquidated
 - Disputed
- Nature of lien. Check all that apply.**
- An agreement you made (such as mortgage or secured car loan)
 - Statutory lien (such as tax lien, mechanic's lien)
 - Judgment lien from a lawsuit
 - Other (including a right to offset) **Home Equity Line of Credit**

Who owes the debt? Check one.

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another
- Check if this claim relates to a community debt

Date debt was incurred _____ Last 4 digits of account number _____

2.2 Bank of America, NA
Creditor's Name

Attn: Officer Manager or Agent
4909 Savarese Circle
Tampa, FL 33634
Number, Street, City, State & Zip Code

Describe the property that secures the claim:
1986 Sunny Side Drive Brentwood, TN 37027 Williamson County Separated Spouse is on Deed only

As of the date you file, the claim is: Check all that apply

- Contingent
 - Unliquidated
 - Disputed
- Nature of lien. Check all that apply.**
- An agreement you made (such as mortgage or secured car loan)
 - Statutory lien (such as tax lien, mechanic's lien)
 - Judgment lien from a lawsuit
 - Other (including a right to offset) **First Mortgage**

Who owes the debt? Check one.

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another
- Check if this claim relates to a community debt

Date debt was incurred _____ Last 4 digits of account number _____

74

From: Marty Duke Fax: 16155411842 To: Fax: (615) 790-5626 Page: 20 of 51 07/29/2019 4:06 PM

Debtor 1 **Fawn [REDACTED] Fenton** Case number (if known) _____
First Name Middle Name Last Name

2.3	Creditor's Name	Describe the property that secures the claim:	\$12,600.00	\$16,375.00	\$0.00
	Toyota Motor Credit Co. Attn Officer Manager or Agent 5005 N River Blvd. NE Cedar Rapids, IA 52411-6634 <small>Number, Street, City, State & Zip Code</small>	2017 Toyota Prius 23,000 miles VIN: [REDACTED] <small>As of the date you file, the claim is: Check all that apply</small> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Nature of lien. Check all that apply. <input type="checkbox"/> An agreement you made (such as mortgage or secured car loan) <input type="checkbox"/> Statutory lien (such as tax lien, mechanic's lien) <input type="checkbox"/> Judgment lien from a lawsuit <input checked="" type="checkbox"/> Other (including a right to offset) PMSI			
Who owes 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 relates to a community debt					
Date debt was incurred 09/15/2016			Last 4 digits of account number _____		

Add the dollar value of your entries in Column A on this page. Write that number here: **\$308,750.19**
 If this is the last page of your form, add the dollar value totals from all pages. Write that number here: **\$308,750.19**

Part 2: List Others to Be Notified for a Debt That You Already Listed
 Use this page only if you have others to be notified about your bankruptcy for a debt that you already listed in Part 1. For example, if a collection agency is trying to collect from you for a debt you owe to someone else, list the creditor in Part 1, and then list the collection agency here. Similarly, if you have more than one creditor for any of the debts that you listed in Part 1, list the additional creditors here. If you do not have additional persons to be notified for any debts in Part 1, do not fill out or submit this page.

From: Marty Duke Fax: 16155411842 To: Fax: (615) 790-5626 Page: 21 of 51 07/29/2019 4:06 PM

Fill in this information to identify your case:

Debtor 1 **Fawn Fenton**
First Name Middle Name Last Name

Debtor 2
(Spouse if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number (if known) _____

Check if this is an amended filing

Official Form 106E/F Schedule E/F: Creditors Who Have Unsecured Claims 12/15

Be as complete and accurate as possible. Use Part 1 for creditors with PRIORITY claims and Part 2 for creditors with NONPRIORITY claims. List the other party to any executory contracts or unexpired leases that could result in a claim. Also list executory contracts on Schedule A/B: Property (Official Form 106A/B) and on Schedule G: Executory Contracts and Unexpired Leases (Official Form 106G). Do not include any creditors with partially secured claims that are listed in Schedule D: Creditors Who Have Claims Secured by Property. If more space is needed, copy the Part you need, fill it out, number the entries in the boxes on the left. Attach the Continuation Page to this page. If you have no information to report in a Part, do not file that Part. On the top of any additional pages, write your name and case number (if known).

Part 1: List All of Your PRIORITY Unsecured Claims

1. Do any creditors have priority unsecured claims against you?

- No. Go to Part 2.
 Yes.

2. List all of your priority unsecured claims. If a creditor has more than one priority unsecured claim, list the creditor separately for each claim. For each claim listed, identify what type of claim it is. If a claim has both priority and nonpriority amounts, list that claim here and show both priority and nonpriority amounts. As much as possible, list the claims in alphabetical order according to the creditor's name. If you have more than two priority unsecured claims, fill out the Continuation Page of Part 1. If more than one creditor holds a particular claim, list the other creditors in Part 3.

(For an explanation of each type of claim, see the instructions for this form in the instruction booklet.)

		Total claim	Priority amount	Nonpriority amount
2.1	IRS Insolvency Priority Creditor's Name Attn: Officer Manager or Agent PO Box 7346 Philadelphia, PA 19101-7346 Number Street City State Zip Code	\$0.00	\$0.00	\$0.00
	Last 4 digits of account number _____			
	When was the debt incurred? _____			
	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			
	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 PRIORITY unsecured claim: <input type="checkbox"/> Domestic support obligations <input checked="" type="checkbox"/> Taxes and certain other debts you owe the government <input type="checkbox"/> Claims for death or personal injury while you were intoxicated <input type="checkbox"/> Other. Specify _____			
	Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
	Notice _____			

Part 2: List All of Your NONPRIORITY Unsecured Claims

3. Do any creditors have nonpriority unsecured claims against you?

- No. You have nothing to report in this part. Submit this form to the court with your other schedules.
 Yes.

4. List all of your nonpriority unsecured claims in the alphabetical order of the creditor who holds each claim. If a creditor has more than one nonpriority unsecured claim, list the creditor separately for each claim. For each claim listed, identify what type of claim it is. Do not list claims already included in Part 1. If more than one creditor holds a particular claim, list the other creditors in Part 3. If you have more than three nonpriority unsecured claims fill out the Continuation Page of Part 2.

Total claim

76

From: Marty Duke

Fax: 16155411842

To:

Fax: (615) 790-5626

Page: 22 of 51

07/29/2019 4:06 PM

Debtor 1 **Fawn ██████ Fenton**

Case number (if known)

4.1

American Express

Nonpriority Creditor's Name

Attn: Officer Manager or Agent

PO Box 981537

El Paso, TX 79998

Number Street City State Zip Code

Who incurred the debt? Check one.

- Debtor 1 only
 - Debtor 2 only
 - Debtor 1 and Debtor 2 only
 - At least one of the debtors and another
 - Check if this claim is for a community debt
- Is the claim subject to offset?
- No
 - Yes

Last 4 digits of account number

\$9,518.02

When was the debt incurred?

As of the date you file, the claim is: Check all that apply

- Contingent
 - Unliquidated
 - Disputed
- Type of NONPRIORITY unsecured claim:
- Student loans
 - Obligations arising out of a separation agreement or divorce that you did not report as priority claims
 - Debts to pension or profit-sharing plans, and other similar debts
 - Other. Specify Credit Card

4.2

Ascend Federal Credit Union

Nonpriority Creditor's Name

Attn: Officer Manager or Agent

PO Box 1210

Tullahoma, TN 37388

Number Street City State Zip Code

Who incurred the debt? Check one.

- Debtor 1 only
 - Debtor 2 only
 - Debtor 1 and Debtor 2 only
 - At least one of the debtors and another
 - Check if this claim is for a community debt
- Is the claim subject to offset?
- No
 - Yes

Last 4 digits of account number

\$17,811.23

When was the debt incurred?

As of the date you file, the claim is: Check all that apply

- Contingent
 - Unliquidated
 - Disputed
- Type of NONPRIORITY unsecured claim:
- Student loans
 - Obligations arising out of a separation agreement or divorce that you did not report as priority claims
 - Debts to pension or profit-sharing plans, and other similar debts
 - Other. Specify Credit Card

4.3

Bank of America

Nonpriority Creditor's Name

Attn: Officer Manager or Agent

PO Box 982238

El Paso, TX 79998

Number Street City State Zip Code

Who incurred the debt? Check one.

- Debtor 1 only
 - Debtor 2 only
 - Debtor 1 and Debtor 2 only
 - At least one of the debtors and another
 - Check if this claim is for a community debt
- Is the claim subject to offset?
- No
 - Yes

Last 4 digits of account number

\$11,793.22

When was the debt incurred?

As of the date you file, the claim is: Check all that apply

- Contingent
 - Unliquidated
 - Disputed
- Type of NONPRIORITY unsecured claim:
- Student loans
 - Obligations arising out of a separation agreement or divorce that you did not report as priority claims
 - Debts to pension or profit-sharing plans, and other similar debts
 - Other. Specify Credit Card

77

From: Marty Duke Fax: 16155411842 To: Fax: (615) 790-5626 Page: 23 of 51 07/29/2019 4:06 PM

Debtor 1 Fawn ██████ Fenton Case number (if known) _____

4.4 Capital One Bank USA NA Last 4 digits of account number _____ **\$9,818.83**
 Nonpriority Creditor's Name
 Attn: Officer Manager or Agent When was the debt incurred? _____
 PO Box 30281
 Salt Lake City, UT 84130-0281
 Number Street City State Zip Code
 Who incurred the debt? Check one.
 Debtor 1 only Contingent
 Debtor 2 only Unliquidated
 Debtor 1 and Debtor 2 only Disputed
 At least one of the debtors and another
 Check if this claim is for a community debt
 Is the claim subject to offset? No
 Yes Other. Specify Flexible Spending Account

As of the date you file, the claim is: Check all that apply
 Obligations arising out of a separation agreement or divorce that you did not report as priority claims
 Debts to pension or profit-sharing plans, and other similar debts

4.5 Chase Card Last 4 digits of account number _____ **\$0.00**
 Nonpriority Creditor's Name
 Attn: Officer Manager or Agent When was the debt incurred? _____
 PO Box 15298
 Wilmington, DE 19850
 Number Street City State Zip Code
 Who incurred the debt? Check one.
 Debtor 1 only Contingent
 Debtor 2 only Unliquidated
 Debtor 1 and Debtor 2 only Disputed
 At least one of the debtors and another
 Check if this claim is for a community debt
 Is the claim subject to offset? No
 Yes Other. Specify Notice

As of the date you file, the claim is: Check all that apply
 Obligations arising out of a separation agreement or divorce that you did not report as priority claims
 Debts to pension or profit-sharing plans, and other similar debts

Part 3: List Others to Be Notified About a Debt That You Already Listed

5. Use this page only if you have others to be notified about your bankruptcy, for a debt that you already listed in Parts 1 or 2. For example, if a collection agency is trying to collect from you for a debt you owe to someone else, list the original creditor in Parts 1 or 2, then list the collection agency here. Similarly, if you have more than one creditor for any of the debts that you listed in Parts 1 or 2, list the additional creditors here. If you do not have additional persons to be notified for any debts in Parts 1 or 2, do not fill out or submit this page.

Name and Address: IRS Insolvency
 801 Broadway Room 285
 MDP 146
 Nashville, TN 37203

On which entry in Part 1 or Part 2 did you list the original creditor?
 Line 2.1 of (Check one): Part 1: Creditors with Priority Unsecured Claims
 Part 2: Creditors with Nonpriority Unsecured Claims

Name and Address: US Attorney General
 US Department of Justice
 950 Pennsylvania Avenue
 Washington, DC 20530

On which entry in Part 1 or Part 2 did you list the original creditor?
 Line 2.1 of (Check one): Part 1: Creditors with Priority Unsecured Claims
 Part 2: Creditors with Nonpriority Unsecured Claims

Part 4: Add the Amounts for Each Type of Unsecured Claim

6. Total the amounts of certain types of unsecured claims. This information is for statistical reporting purposes only. 28 U.S.C. §159. Add the amounts for each type of unsecured claim.

6a Domestic support obligations	6a	\$	Total Claim	0.00
Total				

78

From: Marty Duke

Fax: 16155411842

To:

Fax: (615) 790-5626

Page: 24 of 51

07/29/2019 4:06 PM

Debtor: **Fawn ██████ Fenton**

Case number (if known)

claims
from Part 1

- 6b. Taxes and certain other debts you owe the government
- 6c. Claims for death or personal injury while you were intoxicated
- 6d. Other. Add all other priority unsecured claims. Write that amount here.

6b. \$ 0.00
 6c. \$ 0.00
 6d. \$ 0.00

6e. Total Priority. Add lines 6a through 6d.

6e. \$ 0.00

6f. Student loans

6f. \$ 0.00 Total-Claim

Total
claims
from Part 2

- 6g. Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- 6h. Debts to pension or profit-sharing plans, and other similar debts
- 6i. Other. Add all other nonpriority unsecured claims. Write that amount here.

6g. \$ 0.00
 6h. \$ 0.00
 6i. \$ 48,941.30

6j. Total Nonpriority. Add lines 6f through 6i.

6j. \$ 48,941.30

From: Marty Duke

Fax: 16155411842

Fax: (615) 790-5626

Page: 25 of 51

07/29/2019 4:06 PM

Fill in this information to identify your case:

Debtor 1 **Fawn [REDACTED] Fenton**
First Name Middle Name Last Name

Debtor 2
(Spouse if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: **MIDDLE DISTRICT OF TENNESSEE**

Case number
(if known)

Check if this is an amended filing

Official Form 106G

Schedule G: Executory Contracts and Unexpired Leases

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the additional page, fill it out, number the entries, and attach it to this page. On the top of any additional pages, write your name and case number (if known).

1. Do you have any executory contracts or unexpired leases?

- No. Check this box and file this form with the court with your other schedules. You have nothing else to report on this form.
- Yes. Fill in all of the information below even if the contacts of leases are listed on *Schedule A/B: Property* (Official Form 106 A/B).

2. List separately each person or company with whom you have the contract or lease. Then state what each contract or lease is for (for example, rent, vehicle lease, cell phone). See the instructions for this form in the instruction booklet for more examples of executory contracts and unexpired leases.

Person or company with whom you have the contract or lease.
Name, Number, Street, City, State and ZIP Code

State what the contract or lease is for

21 [REDACTED]
 c/o Brookside Properties, Inc.
 2002 Richard Jones Road, Suite 200-C
 Nashville, TN 37215

Assume Residential Lease
Ends 08/2020

80

From: Marty Duke

Fax: 16155411842

Fax: (615) 790-5626

Page: 26 of 51

07/29/2019 4:06 PM

Fill in this information to identify your case:

Debtor 1 **Fawn [redacted] Fenton**
First Name Middle Name Last Name

Debtor 2
(Spouse if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: **MIDDLE DISTRICT OF TENNESSEE**

Case number
(if known)

Check if this is an amended filing

Official Form 106H
Schedule H: Your Codebtors

12/15

Codebtors are people or entities who are also liable for any debts you may have. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the Additional Page, fill it out, and number the entries in the boxes on the left. Attach the Additional Page to this page. On the top of any Additional Pages, write your name and case number (if known). Answer every question.

1. Do you have any codebtors? (If you are filing a joint case, do not list either spouse as a codebtor.)

- No
- Yes

2. Within the last 8 years, have you lived in a community property state or territory? (Community property states and territories include Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, and Wisconsin.)

- No. Go to line 3.
- Yes. Did your spouse, former spouse, or legal equivalent live with you at the time?

3. In Column 1, list all of your codebtors. Do not include your spouse as a codebtor if your spouse is filing with you. List the person shown in line 2 again as a codebtor only if that person is a guarantor or cosigner. Make sure you have listed the creditor on Schedule D (Official Form 106D), Schedule E/F (Official Form 106E/F), or Schedule G (Official Form 106G). Use Schedule D, Schedule E/F, or Schedule G to fill out Column 2.

Column 1: Your codebtor
Name, Number, Street, City, State, and ZIP Code

Column 2: The creditor to whom you owe the debt
Check all schedules that apply.

3.1

Name _____

Number _____ Street _____ State _____ ZIP Code _____

- Schedule D, line _____
- Schedule E/F, line _____
- Schedule G, line _____

3.2

Name _____

Number _____ Street _____ State _____ ZIP Code _____

- Schedule D, line _____
- Schedule E/F, line _____
- Schedule G, line _____

81

From: Marty Duke Fax: 36155411842 To: Fax: (615) 790-5626 Page: 27 of 51 07/29/2019 4:06 PM

Fill in this information to identify your case:

Debtor 1 Fawn ██████ Fenton

Debtor 2 _____
 (Spouse if filing)

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number _____
 (if known)

Check if this is:
 An amended filing
 A supplement showing postpetition chapter 13 income as of the following date:

Official Form 106I
Schedule I: Your Income 12/15
 MM / DD / YYYY

Be as complete and accurate as possible. If two married people are filing together (Debtor 1 and Debtor 2), both are equally responsible for supplying correct information. If you are married and not filing jointly, and your spouse is living with you, include information about your spouse. If you are separated and your spouse is not filing with you, do not include information about your spouse. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Employment

1. Fill in your employment information.

If you have more than one job, attach a separate page with information about additional employers.

Include part-time, seasonal, or self-employed work.

Occupation may include student or homemaker, if it applies.

	Debtor 1	Debtor 2 or non-filing spouse
Employment status	<input checked="" type="checkbox"/> Employed <input type="checkbox"/> Not employed	<input type="checkbox"/> Employed <input type="checkbox"/> Not employed
Occupation	<u>Architect</u>	
Employer's name	<u>Adkisson & Associates, Architects, Inc.</u>	
Employer's address	<u>3322 West End Ave. Suite 103 Nashville, TN 37203</u>	
How long employed there?	<u>August 2006</u>	

Part 2: Give Details About Monthly Income

Estimate monthly income as of the date you file this form. If you have nothing to report for any line, write \$0 in the space. Include your non-filing spouse unless you are separated.

If you or your non-filing spouse have more than one employer, combine the information for all employers for that person on the lines below. If you need more space, attach a separate sheet to this form.

	For Debtor 1	For Debtor 2 or non-filing spouse
2. List monthly gross wages, salary, and commissions (before all payroll deductions). If not paid monthly, calculate what the monthly wage would be.	\$ <u>7,500.00</u>	\$ <u>N/A</u>
3. Estimate and list monthly overtime pay.	+\$ <u>0.00</u>	+\$ <u>N/A</u>
4. Calculate gross income. Add line 2 + line 3.	\$ <u>7,500.00</u>	\$ <u>N/A</u>

82

From: Marty Duke

Fax: 16155411842

Fax: (615) 790-5626

Page: 28 of 51

07/29/2019 4:06 PM

Debtor 1 **Fawn ██████ Fenton**

Case number (if known) _____

		For Debtor 1	For Debtor 2 or non-filing spouse
Copy line 4 here	4.	\$ <u>7,500.00</u>	\$ <u>N/A</u>
5. List all payroll deductions:			
5a. Tax, Medicare, and Social Security deductions	5a.	\$ <u>1,654.96</u>	\$ <u>N/A</u>
5b. Mandatory contributions for retirement plans	5b.	\$ <u>0.00</u>	\$ <u>N/A</u>
5c. Voluntary contributions for retirement plans	5c.	\$ <u>0.00</u>	\$ <u>N/A</u>
5d. Required repayments of retirement fund loans	5d.	\$ <u>0.00</u>	\$ <u>N/A</u>
5e. Insurance	5e.	\$ <u>0.00</u>	\$ <u>N/A</u>
5f. Domestic support obligations	5f.	\$ <u>0.00</u>	\$ <u>N/A</u>
5g. Union dues	5g.	\$ <u>0.00</u>	\$ <u>N/A</u>
5h. Other deductions. Specify: _____	5h.+	\$ <u>0.00</u> +	\$ <u>N/A</u>
6. Add the payroll deductions. Add lines 5a+5b+5c+5d+5e+5f+5g+5h.	6.	\$ <u>1,654.96</u>	\$ <u>N/A</u>
7. Calculate total monthly take-home pay. Subtract line 6 from line 4.	7.	\$ <u>5,845.04</u>	\$ <u>N/A</u>
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.	8a.	\$ <u>0.00</u>	\$ <u>N/A</u>
8b. Interest and dividends	8b.	\$ <u>0.00</u>	\$ <u>N/A</u>
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.	8c.	\$ <u>0.00</u>	\$ <u>N/A</u>
8d. Unemployment compensation	8d.	\$ <u>0.00</u>	\$ <u>N/A</u>
8e. Social Security	8e.	\$ <u>0.00</u>	\$ <u>N/A</u>
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: _____	8f.	\$ <u>0.00</u>	\$ <u>N/A</u>
8g. Pension or retirement income	8g.	\$ <u>0.00</u>	\$ <u>N/A</u>
8h. Other monthly income. Specify: _____	8h.+	\$ <u>0.00</u> +	\$ <u>N/A</u>
9. Add all other income. Add lines 8a+8b+8c+8d+8e+8f+8g+8h.	9.	\$ <u>0.00</u>	\$ <u>N/A</u>
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.	10.	\$ <u>5,845.04</u> +	\$ <u>N/A</u> = \$ <u>5,845.04</u>
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: _____	11.	+\$	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 Summary of Schedules and Statistical Summary of Certain Liabilities and Related Data, if it applies	12.	\$	5,845.04
			Combined monthly income
13. Do you expect an increase or decrease within the year after you file this form?			
<input checked="" type="checkbox"/> No.			
<input type="checkbox"/> Yes. Explain: _____			

83

Fill in this information to identify your case:

Debtor 1 Fawn ██████ Fenton

Debtor 2 (Spouse, if filing) _____

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number (if known) _____

Check if this is:

An amended filing

A supplement showing postpetition chapter 13 expenses as of the following date:

MM/DD/YYYY

Official Form 106J
Schedule J: Your Expenses

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach another sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Describe Your Household

1. Is this a joint case?

- No. Go to line 2.
- Yes. Does Debtor 2 live in a separate household?
 - No
 - Yes. Debtor 2 must file Official Form 106J-2, *Expenses for Separate Household of Debtor 2*.

2. Do you have dependents? No

Do not list Debtor 1 and Debtor 2.	<input type="checkbox"/> Yes Fill out this information for each dependent.....	Dependent's relationship to Debtor 1 or Debtor 2	Dependent's age	Does dependent live with you?
Do not state the dependents names.	_____	_____	_____	<input type="checkbox"/> No
	_____	_____	_____	<input type="checkbox"/> Yes
	_____	_____	_____	<input type="checkbox"/> No
	_____	_____	_____	<input type="checkbox"/> Yes
	_____	_____	_____	<input type="checkbox"/> No
	_____	_____	_____	<input type="checkbox"/> Yes
	_____	_____	_____	<input type="checkbox"/> No
	_____	_____	_____	<input type="checkbox"/> Yes

3. Do your expenses include expenses of people other than yourself and your dependents? No Yes

Part 2 Estimate Your Ongoing Monthly Expenses

Estimate your expenses as of your bankruptcy filing date unless you are using this form as a supplement in a Chapter 13 case to report expenses as of a date after the bankruptcy is filed. If this is a supplemental *Schedule J*, check the box at the top of the form and fill in the applicable date.

Include expenses paid for with non-cash government assistance if you know the value of such assistance and have included it on *Schedule I: Your Income* (Official Form 106I.)

Your expenses

4. The rental or home ownership expenses for your residence. Include first mortgage payments and any rent for the ground or lot.	4. \$	<u>1,229.00</u>
If not included in line 4:		
4a. Real estate taxes	4a. \$	<u>0.00</u>
4b. Property, homeowner's, or renter's insurance	4b. \$	<u>16.00</u>
4c. Home maintenance, repair, and upkeep expenses	4c. \$	<u>0.00</u>
4d. Homeowner's association or condominium dues	4d. \$	<u>0.00</u>
5. Additional mortgage payments for your residence, such as home equity loans	5. \$	<u>0.00</u>

84 page 1

From: Marty Duke

Fax: 16155411842

To:

Fax: (615) 790-5626

Page: 30 of 51

07/29/2019 4:06 PM

Debtor 1 **Fawn [REDACTED] Fenton**

Case number (if known)

6. Utilities:	
6a. Electricity, heat, natural gas	6a. \$ <u>90.00</u>
6b. Water, sewer, garbage collection	6b. \$ <u>0.00</u>
6c. Telephone, cell phone, Internet, satellite, and cable services	6c. \$ <u>100.00</u>
6d. Other. Specify:	6d. \$ <u>0.00</u>
7 Food and housekeeping supplies	7. \$ <u>500.00</u>
8. Childcare and children's education costs	8. \$ <u>0.00</u>
9. Clothing, laundry, and dry cleaning	9. \$ <u>89.00</u>
10. Personal care products and services	10. \$ <u>50.00</u>
11. Medical and dental expenses	11. \$ <u>10.00</u>
12. Transportation. Include gas, maintenance, bus or train fare. Do not include car payments.	12. \$ <u>150.00</u>
13. Entertainment, clubs, recreation, newspapers, magazines, and books	13. \$ <u>60.00</u>
14. Charitable contributions and religious donations	14. \$ <u>25.00</u>
15. Insurance. Do not include insurance deducted from your pay or included in lines 4 or 20.	
15a. Life insurance	15a. \$ <u>0.00</u>
15b. Health insurance	15b. \$ <u>0.00</u>
15c. Vehicle insurance	15c. \$ <u>200.00</u>
15d. Other insurance. Specify:	15d. \$ <u>0.00</u>
16. Taxes. Do not include taxes deducted from your pay or included in lines 4 or 20. Specify:	16. \$ <u>0.00</u>
17. Installment or lease payments:	
17a. Car payments for Vehicle 1	17a. \$ <u>0.00</u>
17b. Car payments for Vehicle 2	17b. \$ <u>0.00</u>
17c. Other. Specify: <u>Storage</u>	17c. \$ <u>117.00</u>
17d. Other. Specify:	17d. \$ <u>0.00</u>
18. Your payments of alimony, maintenance, and support that you did not report as deducted from your pay on line 5, Schedule I, Your Income (Official Form 106I).	18. \$ <u>0.00</u>
19. Other payments you make to support others who do not live with you. Specify:	\$ <u>0.00</u>
20. Other real property expenses not included in lines 4 or 5 of this form or on Schedule I: Your Income.	
20a. Mortgages on other property	20a. \$ <u>0.00</u>
20b. Real estate taxes	20b. \$ <u>0.00</u>
20c. Property, homeowner's, or renter's insurance	20c. \$ <u>0.00</u>
20d. Maintenance, repair, and upkeep expenses	20d. \$ <u>0.00</u>
20e. Homeowner's association or condominium dues	20e. \$ <u>0.00</u>
21. Other: Specify: <u>Pet Supplies - 1 Dog & 2 Bunnies & Fish</u>	21. +\$ <u>400.00</u>
22. Calculate your monthly expenses	
22a. Add lines 4 through 21.	\$ <u>3,025.00</u>
22b. Copy line 22 (monthly expenses for Debtor 2), if any, from Official Form 106J-2	\$
22c. Add line 22a and 22b. The result is your monthly expenses.	\$ <u>3,025.00</u>
23. Calculate your monthly net income.	
23a. Copy line 12 (your combined monthly income) from Schedule I.	23a. \$ <u>5,845.04</u>
23b. Copy your monthly expenses from line 22c above.	23b. -\$ <u>3,025.00</u>
23c. Subtract your monthly expenses from your monthly income. The result is your monthly net income.	23c. \$ <u>2,820.04</u>
24. Do you expect an increase or decrease in your expenses within the year after you file this form? For example, do you expect to finish paying for your car loan within the year or do you expect your mortgage payment to increase or decrease because of a modification to the terms of your mortgage?	
<input checked="" type="checkbox"/> No	
<input type="checkbox"/> Yes. Explain here:	

85

From: Marty Duke

Fax: 16155411842

To:

Fax: (615) 790-5626

Page: 31 of 51

07/29/2019 4:06 PM

Fill in this information to identify your case:

Debtor 1 **Fawn [REDACTED] Fenton**
First Name Middle Name Last Name

Debtor 2
(Spouse if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number
(if known) _____

Check if this is an amended filing

Official Form 106Dec

Declaration About an Individual Debtor's Schedules

12/15

If two married people are filing together, both are equally responsible for supplying correct information.

You must file this form whenever you file bankruptcy schedules or amended schedules. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Sign Below

Did you pay or agree to pay someone who is NOT an attorney to help you fill out bankruptcy forms?

No

Yes. Name of person _____

Attach Bankruptcy Petition Preparer's Notice, Declaration, and Signature (Official Form 119)

Under penalty of perjury, I declare that I have read the summary and schedules filed with this declaration and that they are true and correct.

X /s/ Fawn Tiffany Fenton

Fawn [REDACTED] Fenton
Signature of Debtor 1

X _____

Signature of Debtor 2

Date April 26, 2019

Date _____

Official Form 106Dec

Declaration About an Individual Debtor's Schedules

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Best Case Bankruptcy

86

From: Marty Duke Fax: 16155411842 To: Fax: (615) 790-5626 Page: 36 of 51 07/29/2019 4:06 PM

Debtor 1 Fawn ██████ Fenton Case number (if known) _____

14 Within 2 years before you filed for bankruptcy, did you give any gifts or contributions with a total value of more than \$600 to any charity?

- No
- Yes. Fill in the details for each gift or contribution.

Gifts or contributions to charities that total more than \$600 Charity's Name Address (Number, Street, City, State and ZIP Code)	Describe what you contributed	Dates you contributed	Value
----------------------------------------------------------------------------------------------------------------------------------------	-------------------------------	-----------------------	-------

Part 6: List Certain Losses

15 Within 1 year before you filed for bankruptcy or since you filed for bankruptcy, did you lose anything because of theft, fire, other disaster, or gambling?

- No
- Yes. Fill in the details.

Describe the property you lost and how the loss occurred	Describe any insurance coverage for the loss Include the amount that insurance has paid. List pending insurance claims on line 33 of Schedule A/B: Property.	Date of your loss	Value of property lost
----------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------	------------------------

Part 7 List Certain Payments or Transfers

16. Within 1 year before you filed for bankruptcy, did you or anyone else acting on your behalf pay or transfer any property to anyone you consulted about seeking bankruptcy or preparing a bankruptcy petition?
Include any attorneys, bankruptcy petition preparers, or credit counseling agencies for services required in your bankruptcy.

- No
- Yes. Fill in the details.

Person Who Was Paid Address Email or website address Person Who Made the Payment, if Not You	Description and value of any property transferred	Date payment or transfer was made	Amount of payment
DebtorCC, Inc.	Credit Counseling	04/01/2019	\$15.00

17 Within 1 year before you filed for bankruptcy, did you or anyone else acting on your behalf pay or transfer any property to anyone who promised to help you deal with your creditors or to make payments to your creditors?
Do not include any payment or transfer that you listed on line 16.

- No
- Yes. Fill in the details.

Person Who Was Paid Address	Description and value of any property transferred	Date payment or transfer was made	Amount of payment
--------------------------------	---------------------------------------------------	-----------------------------------	-------------------

18. Within 2 years before you filed for bankruptcy, did you sell, trade, or otherwise transfer any property to anyone, other than property transferred in the ordinary course of your business or financial affairs?
Include both outright transfers and transfers made as security (such as the granting of a security interest or mortgage on your property). Do not include gifts and transfers that you have already listed on this statement.

- No
- Yes. Fill in the details.

Person Who Received Transfer Address Person's relationship to you	Description and value of property transferred	Describe any property or payments received or debts paid in exchange	Date transfer was made
Jeffrey Fenton 1986 Sunny Side Drive Brentwood, TN 37027	2003 Buick LeSabre	None	January 2019

19 Within 10 years before you filed for bankruptcy, did you transfer any property to a self-settled trust or similar device of which you are a

Official Form 107 Statement of Financial Affairs for Individuals Filing for Bankruptcy page 5

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From: Marty Duke

Fax: 16155411842

To:

Fax: (615) 790-5626

Page: 37 of 51

07/29/2019 4:06 PM

Debtor 1 Fawn [REDACTED] Fenton

Case number (if known)

beneficiary? (These are often called asset-protection devices)

- No
- Yes. Fill in the details.

Name of trust	Description and value of the property transferred	Date Transfer was made
---------------	---------------------------------------------------	------------------------

Part 8: List of Certain Financial Accounts, Instruments, Safe Deposit Boxes, and Storage Units

20. Within 1 year before you filed for bankruptcy, were any financial accounts or instruments held in your name, or for your benefit, closed, sold, moved, or transferred? Include checking, savings, money market, or other financial accounts; certificates of deposit; shares in banks, credit unions, brokerage houses, pension funds, cooperatives, associations, and other financial institutions.

- No
- Yes. Fill in the details.

Name of Financial Institution and Address (Number, Street, City, State and ZIP Code)	Last 4 digits of account number	Type of account or instrument	Date account was closed, sold, moved, or transferred	Last balance before closing or transfer
--------------------------------------------------------------------------------------	---------------------------------	-------------------------------	------------------------------------------------------	-----------------------------------------

21. Do you now have, or did you have within 1 year before you filed for bankruptcy, any safe deposit box or other depository for securities, cash, or other valuables?

- No
- Yes. Fill in the details.

Name of Financial Institution Address (Number, Street, City, State and ZIP Code)	Who else had access to it? Address (Number, Street, City, State and ZIP Code)	Describe the contents	Do you still have it?
----------------------------------------------------------------------------------	-------------------------------------------------------------------------------	-----------------------	-----------------------

22. Have you stored property in a storage unit or place other than your home within 1 year before you filed for bankruptcy?

- No
- Yes. Fill in the details.

Name of Storage Facility Address (Number, Street, City, State and ZIP Code)	Who else has or had access to it? Address (Number, Street, City, State and ZIP Code)	Describe the contents	Do you still have it?
Mallory Station Storage 309 Mallory Station Rd Franklin, TN 37067	Fawn [REDACTED] Fenton [REDACTED] Brentwood, TN 37027	Books, Luggage, Pet Supplies, Christmas decorations	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes

Part 9: Identify Property You Hold or Control for Someone Else

23. Do you hold or control any property that someone else owns? Include any property you borrowed from, are storing for, or hold in trust for someone.

- No
- Yes. Fill in the details.

Owner's Name Address (Number, Street, City, State and ZIP Code)	Where is the property? (Number, Street, City, State and ZIP Code)	Describe the property	Value
-----------------------------------------------------------------	-------------------------------------------------------------------	-----------------------	-------

From: Marty Duke Fax: 16155411842 To: Page: 38 of 51 07/29/2019 4:06 PM

Debtor 1 Fawn ██████ Fenton

Case number (if known)

Part 10: Give Details About Environmental Information

For the purpose of Part 10, the following definitions apply:

- **Environmental law** means any federal, state, or local statute or regulation concerning pollution, contamination, releases of hazardous or toxic substances, wastes, or material into the air, land, soil, surface water, groundwater, or other medium, including statutes or regulations controlling the cleanup of these substances, wastes, or material.
- **Site** means any location, facility, or property as defined under any environmental law, whether you now own, operate, or utilize it or used to own, operate, or utilize it, including disposal sites.
- **Hazardous material** means anything an environmental law defines as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, contaminant, or similar term.

Report all notices, releases, and proceedings that you know about, regardless of when they occurred.

24. Has any governmental unit notified you that you may be liable or potentially liable under or in violation of an environmental law?

- No
- Yes. Fill in the details.

Name of site Address (Number, Street, City, State and ZIP Code)	Governmental unit Address (Number, Street, City, State and ZIP Code)	Environmental law, if you know it	Date of notice
--------------------------------------------------------------------	-------------------------------------------------------------------------	-----------------------------------	----------------

25. Have you notified any governmental unit of any release of hazardous material?

- No
- Yes. Fill in the details.

Name of site Address (Number, Street, City, State and ZIP Code)	Governmental unit Address (Number, Street, City, State and ZIP Code)	Environmental law, if you know it	Date of notice
--------------------------------------------------------------------	-------------------------------------------------------------------------	-----------------------------------	----------------

26. Have you been a party in any judicial or administrative proceeding under any environmental law? Include settlements and orders.

- No
- Yes. Fill in the details.

Case Title Case Number	Court or agency Name Address (Number, Street, City, State and ZIP Code)	Nature of the case	Status of the case
---------------------------	-------------------------------------------------------------------------------	--------------------	--------------------

Part 11: Give Details About Your Business or Connections to Any Business

27. Within 4 years before you filed for bankruptcy, did you own a business or have any of the following connections to any business?

- A sole proprietor or self-employed in a trade, profession, or other activity, either full-time or part-time
- A member of a limited liability company (LLC) or limited liability partnership (LLP)
- A partner in a partnership
- An officer, director, or managing executive of a corporation
- An owner of at least 5% of the voting or equity securities of a corporation

- No. None of the above applies. Go to Part 12.
- Yes. Check all that apply above and fill in the details below for each business.

Business Name Address (Number, Street, City, State and ZIP Code)	Describe the nature of the business Name of accountant or bookkeeper	Employer identification number Do not include Social Security number or ITIN. Dates business existed
------------------------------------------------------------------------	-------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------

From: Marty Duke Fax: 16155411842 To: Fax: (615) 790-5626 Page: 39 of 51 07/29/2019 4:06 PM

Debtor 1 Fawn ██████ Fenton Case number (if known) _____

28. Within 2 years before you filed for bankruptcy, did you give a financial statement to anyone about your business? Include all financial institutions, creditors, or other parties.

- No
- Yes. Fill in the details below.

Name _____	Date Issued _____
Address _____	
<small>(Number, Street, City, State and ZIP Code)</small>	

Part 12: Sign Below

I have read the answers on this *Statement of Financial Affairs* and any attachments, and I declare under penalty of perjury that the answers are true and correct. I understand that making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

<i>/s/</i> Fawn Tiffany Fenton _____	_____
Fawn ██████ Fenton	Signature of Debtor 2
Signature of Debtor 1	

Date April 26, 2019 _____	Date _____
---------------------------	------------

Did you attach additional pages to *Your Statement of Financial Affairs for Individuals Filing for Bankruptcy* (Official Form 107)?

- No
- Yes

Did you pay or agree to pay someone who is not an attorney to help you fill out bankruptcy forms?

- No
- Yes Name of Person _____ Attach the *Bankruptcy Petition Preparer's Notice, Declaration, and Signature* (Official Form 119).

From: Marty Duke

Fax: 16155411842

To:

Fax: (615) 790-5626

Page: 40 of 51

07/29/2019 4:06 PM

Notice Required by 11 U.S.C. § 342(b) for Individuals Filing for Bankruptcy (Form 2010)

This notice is for you if:

You are an individual filing for bankruptcy, and

Your debts are primarily consumer debts. *Consumer debts* are defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."

The types of bankruptcy that are available to individuals

Individuals who meet the qualifications may file under one of four different chapters of Bankruptcy Code:

Chapter 7 - Liquidation

Chapter 11 - Reorganization

Chapter 12 - Voluntary repayment plan for family farmers or fishermen

Chapter 13 - Voluntary repayment plan for individuals with regular income

You should have an attorney review your decision to file for bankruptcy and the choice of chapter.

Chapter 7: Liquidation

\$245	filing fee
\$75	administrative fee
+	\$15 trustee surcharge
\$335	total fee

Chapter 7 is for individuals who have financial difficulty preventing them from paying their debts and who are willing to allow their nonexempt property to be used to pay their creditors. The primary purpose of filing under chapter 7 is to have your debts discharged. The bankruptcy discharge relieves you after bankruptcy from having to pay many of your pre-bankruptcy debts. Exceptions exist for particular debts, and liens on property may still be enforced after discharge. For example, a creditor may have the right to foreclose a home mortgage or repossess an automobile.

However, if the court finds that you have committed certain kinds of improper conduct described in the Bankruptcy Code, the court may deny your discharge.

You should know that even if you file chapter 7 and you receive a discharge, some debts are not discharged under the law. Therefore, you may still be responsible to pay:

- most taxes;
- most student loans;
- domestic support and property settlement obligations;

From: Marty Duke Fax: 16155411842 To: Fax: (615) 790-5626 Page: 41 of 51 07/29/2019 4:06 PM

most fines, penalties, forfeitures, and criminal restitution obligations; and

certain debts that are not listed in your bankruptcy papers.

You may also be required to pay debts arising from:

fraud or theft;

fraud or defalcation while acting in breach of fiduciary capacity;

intentional injuries that you inflicted; and

death or personal injury caused by operating a motor vehicle, vessel, or aircraft while intoxicated from alcohol or drugs.

If your debts are primarily consumer debts, the court can dismiss your chapter 7 case if it finds that you have enough income to repay creditors a certain amount. You must file *Chapter 7 Statement of Your Current Monthly Income* (Official Form 122A-1) if you are an individual filing for bankruptcy under chapter 7. This form will determine your current monthly income and compare whether your income is more than the median income that applies in your state.

If your income is not above the median for your state, you will not have to complete the other chapter 7 form, the *Chapter 7 Means Test Calculation* (Official Form 122A-2).

If your income is above the median for your state, you must file a second form—the *Chapter 7 Means Test Calculation* (Official Form 122A-2). The calculations on the form—sometimes called the *Means Test*—deduct from your income living expenses and payments on certain debts to determine any amount available to pay unsecured creditors. If

your income is more than the median income for your state of residence and family size, depending on the results of the *Means Test*, the U.S. trustee, bankruptcy administrator, or creditors can file a motion to dismiss your case under § 707(b) of the Bankruptcy Code. If a motion is filed, the court will decide if your case should be dismissed. To avoid dismissal, you may choose to proceed under another chapter of the Bankruptcy Code.

If you are an individual filing for chapter 7 bankruptcy, the trustee may sell your property to pay your debts, subject to your right to exempt the property or a portion of the proceeds from the sale of the property. The property, and the proceeds from property that your bankruptcy trustee sells or liquidates that you are entitled to, is called *exempt property*. Exemptions may enable you to keep your home, a car, clothing, and household items or to receive some of the proceeds if the property is sold.

Exemptions are not automatic. To exempt property, you must list it on *Schedule C: The Property You Claim as Exempt* (Official Form 106C). If you do not list the property, the trustee may sell it and pay all of the proceeds to your creditors.

Chapter 11: Reorganization

	\$1,167	filing fee
+	\$550	administrative fee
	\$1,717	total fee

Chapter 11 is often used for reorganizing a business, but is also available to individuals. The provisions of chapter 11 are too complicated to summarize briefly

Read These Important Warnings

Because bankruptcy can have serious long-term financial and legal consequences, including loss of your property, you should hire an attorney and carefully consider all of your options before you file. Only an attorney can give you legal advice about what can happen as a result of filing for bankruptcy and what your options are. If you do file for bankruptcy, an attorney can help you fill out the forms properly and protect you, your family, your home, and your possessions.

Although the law allows you to represent yourself in bankruptcy court, you should understand that many people find it difficult to represent themselves successfully. The rules are technical, and a mistake or inaction may harm you. If you file without an attorney, you are still responsible for knowing and following all of the legal requirements.

You should not file for bankruptcy if you are not eligible to file or if you do not intend to file the necessary documents.

Bankruptcy fraud is a serious crime; you could be fined and imprisoned if you commit fraud in your bankruptcy case. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Chapter 12: Repayment plan for family farmers or fishermen

	\$200	filing fee
+	\$75	administrative fee
	\$275	total fee

Similar to chapter 13, chapter 12 permits family farmers and fishermen to repay their debts over a period of time using future earnings and to discharge some debts that are not paid.

Chapter 13: Repayment plan for individuals with regular income

	\$235	filing fee
+	\$75	administrative fee
	\$310	total fee

Chapter 13 is for individuals who have regular income and would like to pay all or part of their debts in installments over a period of time and to discharge some debts that are not paid. You are eligible for chapter 13 only if your debts are not more than certain dollar amounts set forth in 11 U.S.C. § 109

Under chapter 13, you must file with the court a plan to repay your creditors all or part of the money that you owe them, usually using your future earnings. If the court approves your plan, the court will allow you to repay your debts, as adjusted by the plan, within 3 years or 5 years, depending on your income and other factors.

After you make all the payments under your plan, many of your debts are discharged. The debts that are not discharged and that you may still be responsible to pay include:

- domestic support obligations,
- most student loans,
- certain taxes,
- debts for fraud or theft,
- debts for fraud or defalcation while acting in a fiduciary capacity,
- most criminal fines and restitution obligations,
- certain debts that are not listed in your bankruptcy papers,
- certain debts for acts that caused death or personal injury, and
- certain long-term secured debts

Notice Required by 11 U.S.C. § 342(b) for Individuals Filing for Bankruptcy (Form 2010)

page 3

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Best Case Bankruptcy

From: Marty Duke

Fax: 16155411842

To:

Fax: (615) 790-5626

Page: 43 of 51

07/29/2019 4:06 PM

Warning: File Your Forms on Time

Section 521(a)(1) of the Bankruptcy Code requires that you promptly file detailed information about your creditors, assets, liabilities, income, expenses and general financial condition. The court may dismiss your bankruptcy case if you do not file this information within the deadlines set by the Bankruptcy Code, the Bankruptcy Rules, and the local rules of the court.

For more information about the documents and their deadlines, go to:
http://www.uscourts.gov/bkforms/bankruptcy_forms.html#procedure.

Bankruptcy crimes have serious consequences

If you knowingly and fraudulently conceal assets or make a false oath or statement under penalty of perjury—either orally or in writing—in connection with a bankruptcy case, you may be fined, imprisoned, or both.

All information you supply in connection with a bankruptcy case is subject to examination by the Attorney General acting through the Office of the U.S. Trustee, the Office of the U.S. Attorney, and other offices and employees of the U.S. Department of Justice.

Make sure the court has your mailing address

The bankruptcy court sends notices to the mailing address you list on *Voluntary Petition for Individuals Filing for Bankruptcy* (Official Form 101). To ensure that you receive information about your case, Bankruptcy Rule 4002 requires that you notify the court of any changes in your address.

A married couple may file a bankruptcy case together—called a *joint case*. If you file a joint case and each spouse lists the same mailing address on the bankruptcy petition, the bankruptcy court generally will mail you and your spouse one copy of each notice, unless you file a statement with the court asking that each spouse receive separate copies.

Understand which services you could receive from credit counseling agencies

The law generally requires that you receive a credit counseling briefing from an approved credit counseling agency. 11 U.S.C. § 109(h). If you are filing a joint case, both spouses must receive the briefing. With limited exceptions, you must receive it within 180 days *before* you file your bankruptcy petition. This briefing is usually conducted by telephone or on the Internet.

In addition, after filing a bankruptcy case, you generally must complete a financial management instructional course before you can receive a discharge. If you are filing a joint case, both spouses must complete the course.

You can obtain the list of agencies approved to provide both the briefing and the instructional course from:
http://justice.gov/ust/eo/hapcpa/ccde/cc_approved.html

In Alabama and North Carolina, go to:
<http://www.uscourts.gov/FederalCourts/Bankruptcy/BankruptcyResources/ApprovedCreditAndDebtCounselors.aspx>.

If you do not have access to a computer, the clerk of the bankruptcy court may be able to help you obtain the list.

From: Marty Duke Fax: 16155411842 To: Case No. Page: 44 of 51 07/29/2019 4:06 PM

B2030 (Form 2030) (12/15)

**United States Bankruptcy Court
Middle District of Tennessee**

In re Fawn ██████ Fenton Debtor(s) Case No. _____
Chapter 13

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)

1 Pursuant to 11 U.S.C. § 329(a) and Fed. Bankr. P. 2016(b), I certify that I am the attorney for the above named debtor(s) and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept	\$	<u>4,260.00</u>
Prior to the filing of this statement I have received	\$	<u>0.00</u>
Balance Due	\$	<u>4,260.00</u>

2. The source of the compensation paid to me was:
 - Debtor Other (specify):
3. The source of compensation to be paid to me is:
 - Debtor Other (specify):
4. I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.
 - I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation is attached.
5. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:
 - a. [Other provisions as needed]
 - Please refer to the attached Rights and Responsibilities of the Chapter 13 Debtor and Attorney
6. By agreement with the debtor(s), the above-disclosed fee does not include the following service:
 - Please refer to the attached Rights and Responsibilities of the Chapter 13 Debtor and Attorney

CERTIFICATION

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

April 26, 2019
Date

/s/ Mary Beth Ausbrooks
Mary Beth Ausbrooks
Signature of Attorney
Rothschild & Ausbrooks PLLC
1222 16th Avenue South, Suite 12
Nashville, TN 37212-2926
(615) 242-3996 Fax: (615) 242-2003
notice@rothschildbkllaw.com
Name of law firm

RIGHTS AND RESPONSIBILITIES OF CHAPTER 13 CLIENTS AND ATTORNEYS

It is important for clients who file a bankruptcy case under Chapter 13 to understand their rights and responsibilities. It is also important that the clients know what their attorney's responsibilities are, and understand the importance of communicating with their attorney to make the case successful. Clients should also know that they may expect certain services to be performed by their attorney. The below guidelines provided by the Court are hereby agreed to by the clients and their attorneys.

CLIENT

The attorney and client acknowledge that they have discussed the obligation of the client to:

Before the case is filed:

1. Provide the attorney with complete and accurate financial information, including all debts owed, all property owned, an accurate, current and projected budget, copies of all required tax returns or transcripts from the IRS, and 6 months of pay stubs.
2. Inform the attorney of any prior bankruptcies and the outcome of those proceedings.
3. Discuss with the attorney the client's reasons and objectives for filing the case.
4. Review the complete bankruptcy petition (including all schedules and statements) upon its receipt and promptly advise the attorney of any errors, omissions, or changes which need to be made.

After the case is filed:

1. Pay the Trustee within 30 days of filing.
2. Keep the trustee and attorney informed of the client's address, telephone number and employment.
3. Inform the attorney of any wage garnishment or attachment of assets which occurs or continues after the case is filed.
4. Review the Confirmation Order when received, and advise the attorney if the client has questions about which creditors are being paid and how much or if the client has questions about anything the debtor must do.
5. Review the Trustee's Notice of Intent to Pay Claims when received, and advise the attorney of any filed claim that appears to be improper or excessive, or any creditor who has not filed a proof of claim but the client wants to make sure is paid.
6. Insure all property of the estate, including maintaining liability, collision, and comprehensive insurance on vehicles securing loans or leases.
7. Contact the attorney promptly if the client loses his/her job, becomes ill, experiences a budget change, or is otherwise unable to make plan payments.
8. Inform the attorney if any tax refunds the client is entitled to are seized or not returned to the client by the IRS.
9. Provide the documentation/information requested by attorney for the attorney to file necessary post-petition motions (tax returns, pay stubs, amended budget).

From: Marty Duke Fax: 16155411842 To: Fax: (615) 790-5626 Page: 46 of 51 07/29/2019 4:06 PM

10. Contact the attorney before buying, refinancing, or selling real property or a motor vehicle or before entering into any loan agreements to find out what approvals are required, including retaining a real estate agent or listing property for sale.
11. Contact the attorney if the debtor receives an inheritance.
12. Contact the attorney if the client is sued during the case.
13. Contact the attorney if the client has any potential lawsuits against another person or company after the bankruptcy is filed.
14. Attend a financial management workshop no later than the due date of the last scheduled plan payment.
15. Open and read all mail from the attorney, Trustee, or Bankruptcy Court.

ATTORNEY

The attorney has agreed to accept a flat fee of \$ 4250 for all aspects of the bankruptcy case except for services excluded from the flat fee (described below). For some of the excluded services, the attorney has agreed to limit the fees to amounts set by the Bankruptcy Court for the specific services. For the remaining excluded services, the attorney may request additional fees on an hourly basis in accordance with the agreement between the attorney and the client.

Fees shall be paid by the Trustee through the plan unless otherwise ordered. The attorney may not receive fees directly from the client other than the initial retainer, unless paid by a third party, in which event such payment must be fully disclosed to the Bankruptcy Court. Any fee must be agreed upon by the client and the attorney, and approved by the court.

Services included in the flat fee. The services the attorney agrees to provide for the flat fee include:

1. Meet with the client to review the client's debts, assets, liabilities, income, and expenses. Request appropriate financial information, including credit reports and information on any mortgage debt or support obligation.
2. Conduct necessary due diligence regarding any prior bankruptcies involving the client.
3. Counsel the client regarding the advisability of filing a bankruptcy and whether filing either a Chapter 7 or Chapter 13 case would assist in meeting the client's objectives; discuss procedures in both Chapter 7 and Chapter 13 with the client, and answer the client's questions.
4. Explain what payments will be made directly by the client and what payments will be made through the client's Chapter 13 plan.
5. Explain to the client how, when, and where to make the Chapter 13 plan payments, including advising the client that the first plan payment must be made to the Trustee no later than 30 days after the case is filed.
6. Explain to the client how the attorney's fees and trustee's fees are paid, providing a signed copy of the contract between the client and the attorney and a copy of this Rights and Responsibilities to the debtor.

From: Marty Duke Fax: 16155411842 To: Fax: (615) 790-5626 Page: 47 of 51 07/29/2019 4:06 PM

7. Advise the client of the requirement to attend the 341 Meeting of Creditors, arriving early, and instruct the client as to the date, time, and place of the meeting. Advise the client to bring a copy of the petition and the schedules and statements to the Meeting.
8. Advise the client of the necessity of maintaining liability, collision, and comprehensive insurance on vehicles securing loans or leases and advise the client of the duty to insure all property of the estate.
9. Timely prepare and file the client's petition, plan, statements, and schedules.
10. Ensure that if the plan includes a motion to void liens, that the collateral is identified and an exemption is claimed.
11. Ensure proper notice and service of the plan.
12. Appear at the 341 Meeting of Creditors with the client.
13. Review all documents filed in the case and all communications concerning the case.
14. Respond to objections to plan confirmation and, where necessary, prepare an amended plan, and appear at the confirmation hearing.
15. Explain that a plan may be modified after confirmation and, where needed, prepare, file, and serve necessary modifications to the plan which may include suspending, lowering, or increasing plan payments.
16. Prepare, file, and serve necessary amended statements and schedules in accordance with information provided by the client.
17. Review the confirmation order and the Trustee's notice of intent to pay claims.
18. If necessary, object to improper or invalid claims based upon information provided by the client.
19. File claims for creditors when the client's goals and interests are served by such filing.
20. Respond to client communications, advising the client of the best and most efficient means of communications.
21. File notice of change of employment/change of address.
22. Represent the client in connection with all motions filed in the bankruptcy case, other than those listed in the excluded services below.
23. Where appropriate, prepare, file, and serve necessary motions to avoid liens on real or personal property.

Additional services requiring additional limited fees. The following services are not included in the flat fee, but the attorney has agreed to provide these services, when necessary and appropriate for the case, for additional compensation based on a fee schedule approved by the Court. The maximum additional fee for work performed in connection with obtaining the necessary Court approval for certain activities is indicated below:

1. Mortgage loan modification of the claim secured by the debtor's principal residence – up to \$500
2. Substitution of collateral – up to \$400.
3. Retention of a realtor, auctioneer or other professional relating to the sale of property or representing the interests of the estate – up to \$200
4. Sale of property and disposition of the proceeds, resulting in the closing of such sale and the filing of any necessary report of the sale – up to \$300.

From: Marty Duke

Fax: 16155411842

To:

Fax: (615) 790-5626

Page: 48 of 51

07/29/2019 4:06 PM

- 5. Retention of special counsel relating to collecting or pursuing a cause of action in a different judicial forum and that results in the filing of a motion and order authorizing the approval of a settlement of such litigation – up to \$300.

Additional services on an hourly basis. The following services are not included in the flat fee and are not covered by any specific cap on fee, but the attorney has agreed to provide these services, when necessary and appropriate for the case, but may charge an hourly rate for the work performed – subject to Court approval:

- 1. Motions for sanctions or contempt.
- 2. Representation at a Rule 2004 examination.

Services the attorney has not agreed to provide. The attorney has not agreed to represent the client in any adversary proceeding or certain contested matters placed on an “adversary track” by order of the Court, unless the details of such separate litigation representation are spelled out in an addendum to this agreement or in a separate supplemental contract. The client will be fully apprised of any such anticipated litigation that would not be covered by this agreement.

Effective Date: 4-24-19

Rothschild & Ausbrooks, PLLC

By: [Signature]

[Signature]
CLIENT Fawn T Fenton

CLIENT (if joint)

From: Marty Duke

Fax: 16155411842

To:

Fax: (615) 790-5626

Page: 49 of 51

07/29/2019 4:06 PM

**United States Bankruptcy Court
Middle District of Tennessee**

In re **Fawn [REDACTED] Fenton**

Debtor(s)

Case No.

Chapter **13**

VERIFICATION OF CREDITOR MATRIX

The above-named Debtor hereby verifies that the attached list of creditors is true and correct to the best of his/her knowledge.

Date: **April 26, 2019**

/s/ Fawn [REDACTED] Fenton

Fawn [REDACTED] Fenton

Signature of Debtor

From: Marty Duke

Fax: 16155411842

To:

Fax: (615) 790-5626

Page: 50 of 51

07/29/2019 4:06 PM

FAWN [REDACTED] FENTON

[REDACTED]
BRENTWOOD TN 37027

MARY BETH AUSBROOKS
ROTHSCHILD & AUSBROOKS PLLC
1222 16TH AVENUE SOUTH, SUITE 12
NASHVILLE, TN 37212-2926

AMERICAN EXPRESS
ATTN: OFFICER MANAGER OR AGENT
PO BOX 981537
EL PASO TX 79998

ASCEND FEDERAL CREDIT UNION
ATTN: OFFICER MANAGER OR AGENT
PO BOX 1210
TULLAHOMA TN 37388

BANCORP SOUTH
ATTN: OFFICER MANAGER OR AGENT
914 MURFREESBORO ROAD
FRANKLIN TN 37067

BANK OF AMERICA
ATTN: OFFICER MANAGER OR AGENT
PO BOX 982238
EL PASO TX 79998

BANK OF AMERICA, NA
ATTN: OFFICER MANAGER OR AGENT
4909 SAVARESE CIRCLE
TAMPA FL 33634

CAPITAL ONE BANK USA NA
ATTN: OFFICER MANAGER OR AGENT
PO BOX 30281
SALT LAKE CITY UT 84130-0281

CHASE CARD
ATTN: OFFICER MANAGER OR AGENT
PO BOX 15298
WILMINGTON DE 19850

IRS INSOLVENCY
ATTN: OFFICER MANAGER OR AGENT
PO BOX 7346
PHILADELPHIA PA 19101-7346

IRS INSOLVENCY
801 BROADWAY ROOM 285
MDF 146
NASHVILLE TN 37203

From: Marty Duke

Fax: 16155411842

To:


Fax: (615) 790-5626

Page: 51 of 51

07/29/2019 4:06 PM

TOYOTA MOTOR CREDIT CO.
ATTN OFFICER MANAGER OR AGENT
5005 N RIVER BLVD. NE
CEDAR RAPIDS IA 52411-6634

US ATTORNEY GENERAL
US DEPARTMENT OF JUSTICE
950 PENNSYLVANIA AVENUE
WASHINGTON DC 20530


C/O BROOKSIDE PROPERTIES, INC.
2002 RICHARD JONES ROAD, SUITE 200-C
NASHVILLE TN 37215

FILED
WILLIAMSON COUNTY
CLERK & MASTER

ORDER EXTENDING EX-PARTE/TEMPORARY ORDER OF PROTECTION	Case No. <u>48419B</u>	2019 AUG -6 AM 11:33 FILED FOR ENTRY <u>8/13/19</u>
	Court <u>Chancery</u>	
	County <u>Williamson</u> Tennessee	

PETITIONER/PLAINTIFF

Fawn T. Fenton
First Middle Last

PETITIONER/PLAINTIFF IDENTIFIERS

1/22/73
Date of Birth of Petitioner

RECEIVED BY
Judges' Chambers
Date: 8-6-19

Minor Children Protected Under this Order:

V.

RESPONDENT

Jeffrey Ryan Fenton
First Middle Last

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>			

Relationship to Petitioner Husband
Address & Phone No. 1986 Sunnyside Dr Brentwood TN 37027

Respondent's Employer Self-employed Distinguishing Features: _____

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 29th day of August 2019 at 9am o'clock v 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

107

X

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 August 29, 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:

Parties agreed in Open Court on 8/1/19 with Husband present and with counsel to leave the Exparte influence & effect and to waive right to hearing.

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 29 day of August, 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 6th day of August, 2019



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

3.21.19

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing was forwarded via email to Charles M. Duke, Attorney for Husband, at marty@mdukelaw.com, and Mitchell Miller, Attorney for Husband, at mitchell@shafferlawfirmtn.com on this the 10th day of August, 2019.


VIRGINIA LEE STORY

CLERK'S CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing was forwarded via email to Charles M. Duke, Attorney for Husband, at marty@mdukelaw.com, and Mitchell Miller, Attorney for Husband, at mitchell@shafferlawfirmtn.com on this the 13 day of August, 2019.


CLERK

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN CLERK & MASTER

FAWN ██████████ FENTON,
Plaintiff/Wife,

vs.

JEFFREY RYAN FENTON,
Defendant/Husband.

2019 AUG -6 AM 9:22

FILED FOR ENTRY 8-14-19
No. 48419B nunc pro tunc 8-6-19

RECEIVED BY
Judges' Chambers
Date: 8-6-19

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

110 ↙

Fill in this information to identify your case:

Debtor 1 **Fawn ██████ Fenton**
First Name Middle Name Last Name

Debtor 2
(Spouse if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number
(if known)

Check if this is an amended filing

Official Form 107
Statement of Financial Affairs for Individuals Filing for Bankruptcy

4/19

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Give Details About Your Marital Status and Where You Lived Before

1. What is your current marital status?
 Married
 Not married

2. During the last 3 years, have you lived anywhere other than where you live now?
 No
 Yes. List all of the places you lived in the last 3 years. Do not include where you live now.

Debtor 1 Prior Address:	Dates Debtor 1 lived there	Debtor 2 Prior Address:	Dates Debtor 2 lived there
1986 Sunny Side Drive Brentwood, TN 37027	From-To: May 2011 - April 2018	<input type="checkbox"/> Same as Debtor 1	<input type="checkbox"/> Same as Debtor 1 From-To:

3. Within the last 8 years, did you ever live with a spouse or legal equivalent in a community property state or territory? (Community property states and territories include Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington and Wisconsin.)
 No
 Yes. Make sure you fill out *Schedule H: Your Codebtors* (Official Form 106H).

Part 2 Explain the Sources of Your Income

4. Did you have any income from employment or from operating a business during this year or the two previous calendar years? Fill in the total amount of income you received from all jobs and all businesses, including part-time activities. If you are filing a joint case and you have income that you receive together, list it only once under Debtor 1.
 No
 Yes. Fill in the details.

From January 1 of current year until the date you filed for bankruptcy:	Debtor 1 Sources of income Check all that apply.	Gross income (before deductions and exclusions)	Debtor 2 Sources of income Check all that apply.	Gross income (before deductions and exclusions)
	<input checked="" type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business	\$26,250.00	<input type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business	87

From: Marty Duke Fax: 16155411842 To: Fax: (615) 790-5626 Page: 33 of 51 07/29/2019 4:06 PM

Debtor 1 Fawn ██████ Fenton Case number (if known) _____

	Debtor 1 Sources of Income Check all that apply.	Gross Income (before deductions and exclusions)	Debtor 2 Sources of Income Check all that apply.	Gross Income (before deductions and exclusions)
For last calendar year: (January 1 to December 31, 2018)	<input checked="" type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business	\$93,108.00	<input type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business	
For the calendar year before that: (January 1 to December 31, 2017)	<input checked="" type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business	\$93,677.00	<input type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business	

5. Did you receive any other income during this year or the two previous calendar years? Include income regardless of whether that income is taxable. Examples of other income are alimony; child support; Social Security; unemployment; and other public benefit payments; pensions; rental income; interest, dividends; money collected from lawsuits; royalties; and gambling and lottery winnings. If you are filing a joint case and you have income that you received together, list it only once under Debtor 1.

List each source and the gross income from each source separately. Do not include income that you listed in line 4

- No
- Yes. Fill in the details.

Debtor 1 Sources of Income Describe below.	Gross income from each source (before deductions and exclusions)	Debtor 2 Sources of Income Describe below.	Gross income (before deductions and exclusions)

Part 3: List Certain Payments You Made Before You Filed for Bankruptcy

6. Are either Debtor 1's or Debtor 2's debts primarily consumer debts?
 No Neither Debtor 1 nor Debtor 2 has primarily consumer debts. Consumer debts are defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."

During the 90 days before you filed for bankruptcy, did you pay any creditor a total of \$6,825* or more?

- No. Go to line 7.
- Yes List below each creditor to whom you paid a total of \$6,825* or more in one or more payments and the total amount you paid that creditor. Do not include payments for domestic support obligations, such as child support and alimony. Also, do not include payments to an attorney for this bankruptcy case.

* Subject to adjustment on 4/01/22 and every 3 years after that for cases filed on or after the date of adjustment.

Yes Debtor 1 or Debtor 2 or both have primarily consumer debts.

During the 90 days before you filed for bankruptcy, did you pay any creditor a total of \$600 or more?

- No. Go to line 7.
- Yes List below each creditor to whom you paid a total of \$600 or more and the total amount you paid that creditor. Do not include payments for domestic support obligations, such as child support and alimony. Also, do not include payments to an attorney for this bankruptcy case.

Creditor's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Was this payment for...
Toyota Motor Credit Co. Attn Officer Manager or Agent 5005 N River Blvd. NE Cedar Rapids, IA 52411-6634	\$300.00 Monthly Jan, Feb, March, April	\$1,200.00	\$12,600.00	<input type="checkbox"/> Mortgage <input checked="" type="checkbox"/> Car <input type="checkbox"/> Credit Card <input type="checkbox"/> Loan Repayment <input type="checkbox"/> Suppliers or vendors <input type="checkbox"/> Other

88

From: Marty Duke Fax: 16155411842 To: Fax: (615) 790-5626 Page: 34 of 51 07/29/2019 4:06 PM

Debtor 1 Fawn Tiffany Fenton Case number (if known) _____

Creditor's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Was this payment for ...
Bank of America, NA Attn: Officer Manager or Agent 4909 Savarese Circle Tampa, FL 33634	\$1,804.78 Jan, Feb, March, April	\$7,219.12	\$240,182.77	<input checked="" type="checkbox"/> Mortgage <input type="checkbox"/> Car <input type="checkbox"/> Credit Card <input type="checkbox"/> Loan Repayment <input type="checkbox"/> Suppliers or vendors <input type="checkbox"/> Other _____
BanCorp South Attn: Officer Manager or Agent 914 Murfreesboro Road Franklin, TN 37067	Jan \$263.56 Feb \$275.01 March \$275.01 April \$275.01	\$1,088.59	\$53,967.42	<input checked="" type="checkbox"/> Mortgage <input type="checkbox"/> Car <input type="checkbox"/> Credit Card <input type="checkbox"/> Loan Repayment <input type="checkbox"/> Suppliers or vendors <input type="checkbox"/> Other _____
Chase Card Attn: Officer Manager or Agent PO Box 15298 Wilmington, DE 19850	Jan \$268.01 Feb, March \$100.00 each April \$429.10	\$897.11	\$0.00	<input type="checkbox"/> Mortgage <input type="checkbox"/> Car <input checked="" type="checkbox"/> Credit Card <input type="checkbox"/> Loan Repayment <input type="checkbox"/> Suppliers or vendors <input type="checkbox"/> Other _____
Ascend Federal Credit Union Attn: Officer Manager or Agent PO Box 1210 Tullahoma, TN 37388	Jan \$354.00 Feb \$350.00 March \$265.00 April \$262.00	\$1,181.00	\$17,811.23	<input type="checkbox"/> Mortgage <input type="checkbox"/> Car <input checked="" type="checkbox"/> Credit Card <input type="checkbox"/> Loan Repayment <input type="checkbox"/> Suppliers or vendors <input type="checkbox"/> Other _____
Capital One Bank USA NA Attn: Officer Manager or Agent PO Box 30281 Salt Lake City, UT 84130-0281	Jan \$450.00 Feb \$250.00 March \$350.00	\$1,050.00	\$9,818.83	<input type="checkbox"/> Mortgage <input type="checkbox"/> Car <input checked="" type="checkbox"/> Credit Card <input type="checkbox"/> Loan Repayment <input type="checkbox"/> Suppliers or vendors <input type="checkbox"/> Other _____

7 Within 1 year before you filed for bankruptcy, did you make a payment on a debt you owed anyone who was an Insider?
Insiders include your relatives; any general partners; relatives of any general partners; partnerships of which you are a general partner; corporations of which you are an officer, director, person in control, or owner of 20% or more of their voting securities; and any managing agent, including one for a business you operate as a sole proprietor. 11 U.S.C. § 101. Include payments for domestic support obligations, such as child support and alimony.

- No
 Yes. List all payments to an insider.

Insider's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Reason for this payment
Mark [REDACTED] 24176 Elrond Lane Lake Forest, CA 92630	March 17, 2018	\$5,659.80	\$0.00	Loan repayment

Official Form 107

Statement of Financial Affairs for Individuals Filing for Bankruptcy

89 page 3

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Best Case Bankruptcy

Case 3:19-bk-02693 Doc 1 Filed 04/26/19 Entered 04/26/19 13:28:31 Desc Main Document Page 33 of 50

Debtor 1 Fawn ██████ Fenton Case number (if known) _____

8 Within 1 year before you filed for bankruptcy, did you make any payments or transfer any property on account of a debt that benefited an insider?
 Include payments on debts guaranteed or cosigned by an insider

- No
- Yes. List all payments to an insider

Insider's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Reason for this payment Include creditor's name
----------------------------	------------------	-------------------	----------------------	----------------------------------------------------

Part 4: Identify Legal Actions, Repossessions, and Foreclosures

9. Within 1 year before you filed for bankruptcy, were you a party in any lawsuit, court action, or administrative proceeding?
 List all such matters, including personal injury cases, small claims actions, divorces, collection suits, paternity actions, support or custody modifications, and contract disputes.

- No
- Yes. Fill in the details.

Case title Case number	Nature of the case	Court or agency	Status of the case
Fawn Fenton vs. Jeffrey Fenton	Divorce Proceeding	Williamson County Chancery Court Judicial Center 135 4th Avenue South Franklin, TN 37064	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded

10. Within 1 year before you filed for bankruptcy, was any of your property repossessed, foreclosed, garnished, attached, seized, or levied?
 Check all that apply and fill in the details below.

- No. Go to line 11.
- Yes. Fill in the information below

Creditor Name and Address	Describe the Property	Date	Value of the property
	Explain what happened:		

11. Within 90 days before you filed for bankruptcy, did any creditor, including a bank or financial institution, set off any amounts from your accounts or refuse to make a payment because you owed a debt?

- No
- Yes. Fill in the details.

Creditor Name and Address	Describe the action the creditor took	Date action was taken	Amount
---------------------------	---------------------------------------	-----------------------	--------

12. Within 1 year before you filed for bankruptcy, was any of your property in the possession of an assignee for the benefit of creditors, a court-appointed receiver, a custodian, or another official?

- No
- Yes

Part 5: List Certain Gifts and Contributions

13. Within 2 years before you filed for bankruptcy, did you give any gifts with a total value of more than \$600 per person?

- No
- Yes. Fill in the details for each gift

Gifts with a total value of more than \$600 per person	Describe the gifts	Dates you gave the gifts	Value
Person to Whom You Gave the Gift and Address: Walden's Puddle Wildlife Rehab PO Box 641 Joelton, TN 37080	\$25.00 Monthly	2016 - Present	\$250.00
Person's relationship to you:			

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
AUGUST 6, 2019. (73)


MICHAEL W. BINKLEY, JUDGE

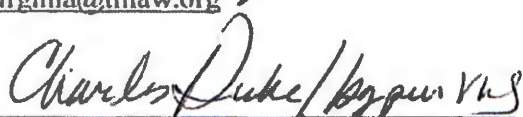
Michael W. Binkley
Circuit Court Judge/Chancellor
21st Judicial District, Division III

APPROVED FOR ENTRY:



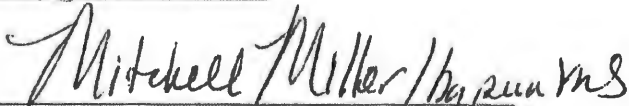
VIRGINIA LEE STORY; BPR #11700

Attorney for 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

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 15 AM 10:44

FILED FOR ENTRY _____

No. 48419B

**MOTION FOR VIOLATION OF THE EX PARTE ORDER OF PROTECTION AND
FOR DATE CERTAIN FOR WALK THROUGH OF HOUSE
AND
MOTION FOR SCHEDULING ORDER**

COMES NOW the Plaintiff, Fawn [REDACTED] Fenton ("Wife"), by and through her attorney of record, Virginia Lee Story, and files the above-captioned Motion, and for grounds would show as follows:

1. On August 14, 2019, an Order was entered extending the Ex Parte Order of Protection and a separate form Order for the Sheriff's Department entered on August 13, 2019. On August 3, 2019, Respondent, Husband, posted the attached Facebook message (see Exhibit 1).

2. This post was in violation of the Ex Parte Order of Protection ("OP") and Wife would request that the OP be made permanent and that Husband be required to pay her attorney's fees for having to bring this Motion.

3. The Court further Ordered, as part of the August 14, 2019 Temporary Order, that Husband allow a walk through for purposes of inspection. The parties through attorneys have agreed upon Pat Marlin, with McArthur-Sanders/HND Auctions, to list the property with the assistance of Tommy Anderson, Auctioneer. A proposed listing agreement was forwarded to counsel for Husband on August 12, 2019. A walk through was scheduled for August 14, 2019 at 2:30pm which date was provided by Husband.

Handwritten signature/initials

4. Husband stated that he wanted the “roommates doors to be locked and his office.” Counsel for Wife responded that the date would work for the Auctioneer but that all rooms needed to be open so that the Realtor and Auctioneer could view and measure the square footage of the home but nothing would be touched. Per the Court Order, Wife has sent a list of the items that she would like from the house which is very limited. Husband did not respond on August 14, 2019 so that the walk through could take place despite Wife and the Auctioneer being in the area ready to pull into the home. Husband said in his email that he would provide the code for the door but he did not. The Auctioneer, Wife and her attorney were awaiting entry but there was no response from Husband. Wife would request that a date certain be set for the walk through and Husband be ordered to leave the residence and all doors open for a period of eight (8) hours so that Wife may remove the items on her list and do a walk through with the Auctioneer. Wife will have a witness present and record each item being removed from the home. Husband should be restrained and enjoined from interfering with the scheduled walk through and that he provide the code for entry into the home.

5. Wife would also request a date certain for Husband to be vacated as he has stated that he is going to move to Michigan and await his proceeds.

6. Wife would also request that an Order be entered allowing her to sign any necessary listing contracts or agreements to sell the home including closing documents on behalf of she and Husband as she cannot rely on Husband’s compliance.

7. Wife requests that she be granted attorney’s fees in this cause to be paid from Husband’s share of the proceeds as he has failed to abide by his agreement as well as the lawful Orders of this Court.

8. Husband's first counsel has withdrawn and now his second counsel seeks to withdraw which Motion is set for August 29, 2019. Because there were several deadlines in the August 14, 2019 Order and now that Husband may again be changing counsel, Wife would request that this matter be set for trial and that Mediation be waived due to the pending Order of Protection, and Wife is concerned for her safety and for the safety of those participating in the Mediation process.

9. The parties have very limited assets, just what equity is in the house and to Wife's knowledge considerable credit card debt that Wife is repaying monthly through the Chapter 13 bankruptcy. Wife has just been given notice from her employer that her job will be ending as her employer is retiring and that she will not have a job or insurance as of November 1, 2019. See attached letter (**Exhibit 2**). Wife requests that Husband be Ordered to apply for marketplace insurance or other insurance through his employment as she will have no means of obtaining insurance for Husband after she is terminated. Wife would request that she be authorized to sign any necessary documents to proceed with the auction as Court Ordered.

10. A Scheduling Order setting discovery deadlines and trial dates would be appropriate in this matter.

WHEREFORE, Wife would respectfully request that:

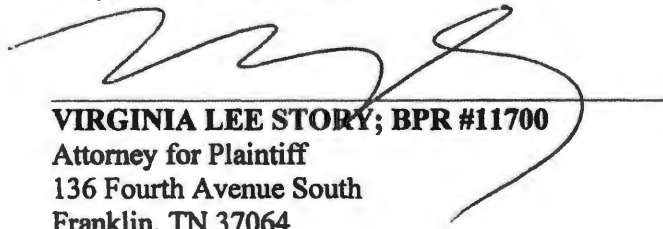
1. The Order of Protection be made permanent and that Husband be required to pay her attorney's fees for having to bring this Motion.
2. The Court set a date certain by which Husband will vacate the property so she can have access to the house for the purposes of complying with the Order.
3. An Order be entered allowing Wife to sign any necessary listing contracts or agreements to sell the home including closing documents on behalf of she and Husband.

4. That Wife be granted attorney's fees in this cause to be paid from Husband's share of the proceeds for failing to abide by his agreement as well as the lawful Orders of this Court.

5. That mediation be waived and a Scheduling Order be entered setting discovery deadlines and trial dates.

6. Wife further requests that she be awarded a judgment for her attorney's fees incurred in this matter.

Respectfully submitted,


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

***This Motion is expected to be heard on the 29th day of August, 2019 at 9:00 a.m.
If no written Response to this Motion is filed and served in a time set by
Local Rules of Practice, the Motion may be granted without a hearing.***

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing was forwarded via email and/or first-class mail to Charles M. Duke, Attorney for Husband, at 1200 Villa Place, Suite 201, Nashville, TN 37212, and to Mitchell Miller, Attorney for Husband, at 1200 Villa Place, Suite 200, Nashville, TN 37212 on this the 15th day of August, 2019.


VIRGINIA LEE STORY

My HOME was declared on Thursday to be auctioned as an Estate Sale, along with everything that I've worked my life to own. So much for FAIRNESS In Tennessee, I will be long gone before the auction begins, to never a...

Jeff Fenton
3 hrs at

My HOME was declared on Thursday to be auctioned as an Estate Sale, along with everything that I've worked my life to own
 So much for FAIRNESS in Tennessee, I will be long gone before the auction begins, to never again set foot upon Tennessee soil, after 25 years with not so much as a traffic ticket.
 This is what a woman can do to you, in Williamsin County, with the tongue of vipers speaking horrendous lies!
 The TRUTH will come out in the end, I PROMISE! Yet it will be too late to save my family of friends
 They will be confused and distraught, with some probably even pensing, waiting for me to come home and care for them, yet never will I be allowed.
 But no one shall injure me so cruelly without needing to answer for their sins!
 Smile now, as the tide wave approaches!
 Your lies will never disempower the storm which you cast into fury.

Like Comment

Jeff Fenton

The day of reckoning shall cost you more than ever your pride has dreamed!
 I asked you a hundred times, to give me a boost up or lie here with me. Yet you have leveraged everything in your life to hold me down.
 God sees your sins, your prideful exhalation of self, your lack of care for your covenant, and a price unimaginable, as with other sins your heart was dead-set upon, is committed to harvest what it is owed, and in the end you will learn of your great folly, as I will never look upon you again. As you are but poison to my very being, regardless of what I once hoped that you were. The wrath of God is coming for us both. I hope you have your excuses recited, as he looks straight through them to the core of your polluted heart and mind. This is the END as never you have known it.
 My heart would not now lift a finger to save your life. When before I offered all that I have for your profit. As you took it all, you filed suit to claim more than you were ever entitled or promised, due to your prideful greed and insatiable appetite for more than I could ever give you.
 You cost me the best 25 years of my life, and leave me with nothing but your skillfully planned bankruptcy and your highly paid attorneys, even though I was prepared to pay for your defaulted debt and future mortgage payments to keep my home, yet you would have no part in it!
 You selfish brood of evil, it is not about money, but rather denying me what I want, cherish, and need the most.
 Judgement day is coming.... first in Tennessee once I clear the state lines and all my proof of your misdeeds hits the national media, and again, as God curses the works of your hands!
 You have been a very greedy girl, and soon the whole world will KNOW it!

Like Reply More

Anne Thompson Fickel

Jeff, I'm sorry for what you have been through. God sees you right where you are. Allow him to comfort you and be your refuge and strength. You are loved by the Father.

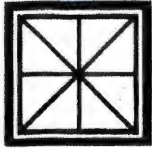
Like Reply More

tabbles' EXHIBIT

FILED FOR EHT
2019 AUG 15

CLERK OF COURT
10:44

12:09 PM
8/4/2019



Adkisson & Associates Architects, Inc.

WILLIAMSON COUNTY
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

118



IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

2019 AUG 29 AM 9:17

FAWN ██████████ FENTON,)
Plaintiff/Wife,)
v.)
JEFFREY RYAN FENTON,)
Defendant/Husband.)

FILED FOR ENTRY
Docket No: 48419B

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

COMES NOW the Defendant/Husband, Jeffrey Ryan Fenton, for his response to the Wife's Motion, along with Husband's Countermotion, 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)

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

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

1. The Facebook post is deeply regretted and was deleted as soon as Husband was informed that it could be interpreted as a violation of the Temporary Order of Protection (within a matter of hours). Wife was not named in the post, furthermore the post was only to be found by searching the Husband’s “Stories”, not in the regular user “Feed”. Wife continued to search Husband’s “Stories” even after requesting the Temporary Order of Protection, based almost entirely upon fraudulent claims.

Still, Husband was wrong for venting on Facebook. Not only was the platform wrong, but the words which Husband angrily spewed were also very wrong. Not just because of the Temporary Order of Protection, but because they depicted God as Husband’s little “underling”, who “blesses” and “curses” people upon his command. That’s not who God is. God is Love. Likewise, I shouldn’t try to leverage any knowledge or belief in God, to harm, hurt, distress, curse, anyone, ever! For that Mrs. Fenton, I am sincerely sorry, and I ask that you please forgive me. I also ask for you to please remember, that despite what all I may think that I know, or see, or find true, that your Father God loves you, and he is NEVER going to curse the work of your hands or your heart. God will always love you through the most warm, expectant, grateful, compassionate eyes, which you’ve ever

imagined. Though we may both do great wrongs within our lifetimes, God will never see that when he looks at you!

As for those who are shaken, scared, or concerned about Husband's extreme verbosity, grandiose language, searching, frustrated, angry, and at times even hostile WORDS, that is ALL that they are. They are not words which lead to something worse. There is no need to "read between the lines". Husband has no (or very, very little) "internal filter". If there is something on Husband's mind, then he says it, probably five times. So, if anyone is "adding to" Husband's words, fearing some greater storm ahead, they are fictitiously making-up a false narrative, as the words are the entire payload. They are the only thing that Husband has ever "threatened" anybody with.

In nearly 50 years, Husband has never been arrested for anything, ever. Husband hasn't even been cited with a traffic ticket, during his 25 years living in Tennessee. Prior to Wife's secretly planned divorce, which Husband was the last to learn about, "words" had usually been Husband's friend, and were often held in high-esteem by others, though you would never know it by looking at the wreckage of the past year and a half of Husband's life. There has been too much loss, too quickly, during too vulnerable of a season. With Husband's words, he is literally "fighting for his life". He has not a dollar, a home, a job, or a vocation to leverage in defense of himself. "Words" are all that Husband has (along with proof when there is time), and they just haven't been enough to survive this unforeseen, dedicated, non-relenting, course of mammoth unrecoverable loss.

Husband has never been physically aggressive. Husband can't remember getting into a "fist fight", in his entire life. To accuse Husband of physical violence, is not only inaccurate and unsubstantiated, but it is also harassing, abusive, and violent to Husband's character, which he takes very seriously.

Though you may be able to read Husband's words, with the intensity and ferocity which they sometimes bring, and interpret them to be suggesting or threatening any type of "physical violence", that is never what Husband is threatening or even suggesting. Husband's greatest threat, to anyone, is to lock himself inside his office for a week, while publishing painfully clear evidence online (if you can touch it, if you can feel it, if you can smell it) of the wrongs which someone else has leveraged to harm Husband. Regardless of what sort of "package" Husband comes "wrapped-in", the truth is on his side. For Husband cares not enough about what someone else thinks of him, to be pretentious. To be fake. To be egotistical. To be proud. Husband's top-two values in life are truth and authenticity. Citing, "To thine own self be true!"

To add context to the following two sentences, Husband is talking about a family of 8-racoons and a few opossums which he feeds at the marital residence's back door every night, with water kept outside for them year around. "Yet it will be too late to save my family of friends. They will be confused and distraught, with some probably even perishing, waiting for me to come home and care for them, yet never will I be allowed."

Husband and Wife are both critter lovers and gotten many hours of enjoyment from all the wildlife here at Sunnyside. We first had a groundhog who lived under our deck for four

years, with two or three litters of pups, who would wrestle and play on our rear deck daily. (The last groundhog left from those litters, died on the same day which I was served the Divorce Complaint and the Ex Parte Order of Protection, from Wife's counsel.) We had a really cute skunk for a while, along with probably a dozen different opossums, who have become what we call our "Yard Pets". Now three generations of raccoons are Husband's daily guests.

Every night, Husband and Wife (now just Husband), puts out a bowl of food (size depending upon the number of guests), calling the critters in for dinner, after which they typically arrive to eat within a matter of minutes. (One of the things which Husband will miss the most.) With the marital residence backed-up to a massive hill, where Husband and Wife own to the very top, with hundreds of acres of undcvloped woods behind it, Husband and Wife purposely built a 3-sided fence around their backyard, so to keep neighbors and their pets out (to protect our wildlife), while leaving the back of the property unfenced, so that wildlife can freely come and go. Furthermore, over the past decade, Husband has hauled all the brush and branches from tree trimming and clearing, up into the woods, creating two massive brush piles, for the critters to live in, find shelter, and thrive. This area is full of life and was one of the truly unique attributes of this property, which Husband and Wife shall never be able to replace.

The marital residence is located in a deep and narrow valley. Across the street, the homes all backup to "Owl's Hill Nature Sanctuary", so that our valley is surrounded on all sides by hundreds of acres of protected woodlands, while being centrally located between downtown Franklin, downtown Brentwood, Green Hills, Belle Meade, and Bellevue, with

a direct path into the West side of Nashville via Hillsboro Road, where some of the most highly paid vocations exists. The neighborhood has the peaceful atmosphere of a campground or park, yet it is as close to the city as you can get, while living in such serene surrounds, for anywhere near the price-point of the marital residence. Husband and Wife expect that as Nashville continues to develop, that this property will double and maybe triple in value within their lifetimes. This home was their retirement plan, in addition to eventually starting a small architecture business from home, in another 15 years, once they are at retirement age, with Wife being the Architect, and Husband handling all the marketing, bookkeeping, and learning to draft, to assist Wife. This was their entire "retirement plan", being as all their "retirement savings", was entirely invested into the purchase and improvements of this property. Complimented by the home being scheduled to be fully paid-off within those 15 years, so that part-time employment from home would comfortably support them both, while living in paradise, the nicest residence and neighborhood which Husband and Wife had ever lived, and likely ever will.

Regretfully with this divorce, plus the massive added loss from selling the marital residence, home, before it appreciates beyond all which they've invested in it, Husband will never be able to realistically "retire". In addition to having no savings, while having a large pile of debt in his name, with no technical skills qualified to employ husband with even a mediocre income, and not enough "working years" remaining for Husband to ever advance enough in any professional field, or to accrue any meaningful savings, with which to fund any sort of "retirement". Additionally, since Husband has not held a W-2 job paying Social Security in over a decade, Husband will have extremely little Social Security

to even look forward to, a massively disadvantaged future from any which Wife shall be privileged to enjoy. Some of Wife's family is also very wealthy, so Wife stands to inherit enough money to independently fund her retirement, while Husband has no such fortune to look forward to.

So the marital residence, rich in value to both Husband and Wife, for not only the fantastic location and expected appreciation, but also because of being land-locked by huge protected lands, in the most wealthy and vocationally prosperous county, as well as arguably the best section of that county, intended to vocationally and economically benefit Husband and Wife for the remainder of their lives.

The loss of the marital residence, is not only the loss of a couple hundred-thousand dollars, to a family who can't sustain such a massive loss without pushing them both into bankruptcy, but it is also the loss of over half a million dollars of future value and opportunities, the loss of the only chance which Husband will ever have at "retirement", while currently almost 50 years old, and the loss of a standard of living which Husband will never be able to obtain half of again, within his lifetime.

If you wonder why Husband has been reluctant to sell his Home, it is not only the totality of all that he has worked for and accomplished in life, but it is also the only vehicle by which Husband could have leveraged to obtain anywhere near the same standard of living, to that which the Husband and Wife were privileged to enjoy together.

This divorce, along with the loss of the marital residence, considering Husband's disabilities and the vocational challenges which he will face for the rest of his life, is

essentially the loss of Husband's life as he has known it, and worked all his life to obtain and sustain. Husband has deeply grieved the loss of Wife and their family of furry "children" (a dog, two bunnies, multiple aquariums). Husband has also deeply grieved the loss of their marital residence, along with the tremendous value which it represented. Most of all, Husband has grieved the loss of his life, as ever he has known it, with this mammoth and catastrophic economic loss, which there is no plausible way for Husband to fully recover from, within the remainder of his lifetime. Now Husband will need to live in the basement of his mother's small two-bedroom, one bath, home, for a season. Located in a small town in Michigan (near "Flint), over an hour away from industries and vocational opportunities, equal to probably a quarter of the vocational opportunities, currently within 10 miles of Husband's home. In taking away his residence, Wife and the courts which Wife "gamed" and leveraged to oust Husband, have doomed Husband to a lifestyle ¼ of that which he has enjoyed over the past decade, and less than half that which Husband had 15 years ago, prior to meeting Wife.

While the court may deem Husbands rigidity in selling his home and his future to be unreasonable, Husband was literally "fighting for his life", with ultimately no say or control over the fate which Wife unilaterally forced upon him. Wife admitted knowing that this would realistically be a loss which Husband would never be able to recover from (even crying and apologizing), but regrettably Wife justified that Husband was an "acceptable loss" to regain her "independence". Demanding her "freedom" to enjoy the fruits of her vocational achievements, which have only been accessible to Wife and obtained because of the significant contributions (not mentioned herein) which Husband truly made to

Wife's licensing as an Architect, and the advancement of her career. While Wife will now temporarily seek to become "under-employed", at 50% - 75% of her current earning potential, helping to justify her bankruptcy, while alleviating much of the obligation to pay Husband alimony, under the guise of mental trauma and physical illness, which she erroneously attributes to Husband.

Really, Wife has managed narcolepsy successfully for well over a decade, and while early and extreme menopause has certainly taxed Wife physically for the past five years or so (which Husband largely blames for Wife's shift in allegiances to her family, ultimately pressuring Wife to divorce Husband), along with the mental stress of choosing to gamble so much money/debt/retirement, to oust Husband, while Wife has seriously compromised her integrity, committing fraudulent, unethical, and criminal acts, which she persists in, including perjury at both the State and Federal levels. This brings with it the risks of not only incarceration for Wife but could potentially result in the loss of her license as an Architect, for such blatant ethics violations. Husband believes that by Wife adamantly refusing any sort of "fair" divorce settlement, preferring rather to physically, mentally, and financially sabotage and destroy herself, forcing the loss of all their marital assets, that Wife is essentially giving herself "Chronic Fatigue Syndrome" in the process, by her absolute unwillingness to compromise at ALL costs.

Husband believes, based upon conversations with Wife, both oral and in writing, that Wife has been planning this since the end of 2018, knowing that her boss was soon planning to retire, while anticipating her Federal Income Taxes to increase to \$31k per year post-divorce, under the new tax laws which went into effect at the start of 2019. Filing signally,

living in an apartment, while refusing all tax-wise options which Husband has fervently presented to Wife, as both an incentive and reward, to encourage Wife to continue to grow her career. Which is why Husband believes that Wife refused to sign any agreement with Husband, committing to the 50/50 equity split from selling the marital residence, combined with the \$1,750 per month in “transitional” alimony, which the couple had verbally agreed to, for a duration of 6 years. This verbal agreement (also communicated via email) was a condition to the “Non-Suit”, which they filed to sell their home outside the oversight of the courts, with Husband temporarily moving to Michigan. Since Wife repeatedly refused to “put her own words into writing”, to secure Husband’s equity split and their alimony agreement, Husband refused to relinquish possession of the marital residence, which had been his only “leverage” since wife abandoned him, because both mortgages were in Wife’s name.

As shown in a text message from Wife, on December 22nd, 2018 (Exhibit-B), Wife stated to Husband as follows:

“Correct, my tax situation is going to suck for a very long time... 90k gross -- 31k taxes
-- 21k alimony = 38k net. Plus or minus.”

Wife went on to say:

“Someday when alimony is done, I can get a job making only \$43k gross and have the same net of +/- \$38k.” (Emphasis added to point out that apparently the lower income is Wife’s preference.)

Husband already had concerns, but as a result of this conversation via SMS, Husband became convinced that Wife planned to down-size her career, to reduce both her alimony and her income taxes, once her boss retired within the following year. Husband further became convinced, that this was Wife's compelling reason for refusing to sign the previously agreed upon terms of their verbal settlement agreement, to Non-Suit and sell the marital residence outside the courts. Husband was rightfully concerned, that had he gone to Michigan without a written agreement signed, that wife would have "stiffed" him, once the marital residence sold, knowing that Husband could not afford to pursue an out-of-state lawsuit against Wife, for alimony, nor could Husband afford to move back to Nashville, without alimony, after Husband surrendered possession of his home.

Several months later, in a face to face conversation with Wife, Wife admitted that she didn't sign the agreement, because she wasn't sure that she could afford the agreed alimony, speaking of seriously downsizing her occupation after her firm closed, stating that she is even considering seeking part-time employment, instead of her fulltime job.

This was when Husband knew that he could not rely on alimony to help rebuild his life, so Husband decided that his best chance at not losing literally everything, was by trying to keep the marital residence. First Husband planned to obtain roommates, to leverage the wasted space currently in the 2,500 square foot home, while also meeting both Husband and Wife's negative monthly cashflow (Wife claimed to have a negative cashflow of \$400 - \$500 monthly). After obtaining roommates, with Husband's total rents equaling \$1,400 per month, Husband gave Wife the financial benefit of approximately \$900 of those rents, per month. Which should have lifted Wife out of the red, with a positive monthly cashflow

of \$400 - \$500. This is why Husband believes that Wife needed to accept a voluntary pay cut with her employer, to prepare Wife to meet the financial qualifications for filing Chapter-13 bankruptcy.

Shortly after Husband discovered that Wife had filed bankruptcy, Husband was served with both the Ex Parte Order of Protection, and Divorce papers once again, after Wife had assured Husband, that she was done “wasting” her money on lawyers for a “contested divorce”. Husband had been emailing Wife extensively, to ensure that she was keeping up the mortgage payments on their home, which Wife simply refused to answer or reply to. Since the home has Husband’s life invested into it, keeping the mortgages current was critical to Husband, but he no longer had access to the mortgage information, being in Wife’s name, since she had changed the account credentials to lock Husband out.

Despite how many times Husband asked Wife about the status of the mortgages, and even if Wife choose to “keep” the home in her bankruptcy (elected by one checkbox on the bankruptcy forms), both which Wife refused to answer. Then to make matters worse, the frequency of those very emails, in comparison with how frequently Wife chose to reply, was used by Wife and her counsel, as substantiation for requesting an Order of Protection for Wife. Although those emails contained urgent concerns regarding the possibility (and now a forced reality) of Husband losing literally everything, those emails did not contain anything malicious, and certainly not anything threatening, by any means. Yet Husband’s counsel chose not to take the matter to trial, but rather to settle for maintaining the Ex Parte Order of Protection, throughout the duration of the divorce.

Husband understood that the Ex Parte Order of Protection prevented Husband from pursuing Wife, entering her world, or interfering with her life in any way. What Husband absolutely did not understand, was that this Ex Parte Order of Protection still allowed for Wife to enter Husbands world, interrupting the sanctity, privacy, and enjoyment of his home, legally forcing Husband and his roommates to vacate their home for hours at a time, under the threat of incarceration, should Husband refuse to comply.

This, combined by the instant loss of his home, per court order, absolutely pushed Husband over the edge, leading to Husband lashing out inappropriately on Facebook, after days of physical and emotional exhaustion, compounded by the stress of accruing a massive financial debt to his mother for legal fees, without even reaching the stating gate for his divorce. At that point, accruing more debt to maintain legal counsel, no longer made fiscal sense for Husband, especially in light of the fact that his home, which was the Husband's only meaningful asset, had already been ordered by the court to be auctioned in 45-days, with no minimum.

Since wife has preemptively filed for bankruptcy, substantially less financial relief is expected to be obtainable from her. Despite Wife's role as the family's primary breadwinner for over a decade, compounded by the financial promises which Wife had made to Husband, in order to convince him to assume most of the family's unsecure debts (years prior), and the breadth of financial and legal bullying" which Wife had engaged in against Husband, while using both illegal and unethical tactics to undermine the equity in their home without Husband even knowing. Both by accruing "marital debt" on her credit cards, to support two residences, after Wife abandoned Husband, with a poorly planned

budget, which could never cash-flow, as Husband immediately pointed out to Wife. Unfortunately, Wife insisted that she was smarter than Husband and “would figure it out”.

Having managed the couple’s finances for over 13 years, Husband knew beyond any doubt that the couple could not afford two Brentwood residences. They simply didn’t have enough income to support or justify such a brash and irresponsible decision. The evidence of which now is Wife having been substantially fined by the IRS, after her first-time filing taxes for the family, while again aggressively refusing Husband’s assistance.

Wife even fraudulently filed the couples 2018 joint tax return, without Husband’s knowledge or consent. While she changed the marital address from the family’s home to her apartment, changing the phone on file to her own, and scheduling the automatic refund to be deposited directly into her personal and now private bank account, without so much as notifying Husband. This demonstrates the extent to which Wife has been on a power-trip beyond anything that Husband had previously seen in her, as she continued to financially and legally “bully”, dominate, and oppress Husband, throughout Wife’s crusade to “cut-off every limb” to simply discard Husband, without offering Husband any post-divorce support or assistance of any sort.

At one-point Husband asked Wife:

“Is there anything that I can do to help you, besides die?”

To which wife honestly answered:

“No.”

Later on, in a text message, Wife told Husband:

“You won’t do anything for me, you won’t let me be free.”

As bad as Husband felt, still he was trapped inside a home which he could neither afford to keep nor to leave, as wife constantly “ripped the carpet out from under his feet”. While denying Husband any opportunity to establish some basis of stability, without needing to rely upon Wife. That was one of the primary objectives for Husband obtaining roommates. Since most of the money went to benefit Wife anyways, Husband did not obtain roommates, choosing to share his living space with random strangers, simply for the immediate benefit.

Rather Husband was attempting to build a foundation which would be sustainable as Husband tried to obtain the vocational training and future job which would allow him to finally “free” Wife without the exorbitant need for alimony.

Husband’s goal was simply to provide Wife with as much financial relief as he possibly could afford, putting off other financial commitments such as repaying his mother, and continuing to increase that relief as rapidly and substantially as possible. Hoping to gain back his financial independence, prior to Wife self-destructing, setting Husband back more than he could ever realistically recover from. Having shared that strategy with Wife (thinking it would appeal to her), Wife intentionally filed bankruptcy, before and to deny Husband of the opportunity to succeed in his declared agenda; to help save them both from financial ruins.

Utilizing a highly-strategic, extensively planned, fraudulent, focused, devoted, and relentless attempt to “discard” Husband without paying the alimony which Husband was legally due, as well as realistically needs, to have any chance at independently sustaining himself again, with even a fraction of the standard of living which he possessed 15-20 years ago. Husband believes that paying alimony is Wife’s greatest fear, both due to her economic loss while doing so, without the beneficial tax advantages it included prior to 2019, compounded and exceeded by Wife’s fear of her “losing face” with her elite, over-achieving, prosperous, snobbish, condescending, and judgmental family. (EXHIBIT-Z)

Husband believes that Wife’s current philosophy is, that she can destroy herself, be burned to ashes, and still recover quicker, than she could if she agreed to pay Husband alimony fairly. Alimony could last for 6 or 7 years, while only providing Wife with enough income remaining to sustain the rest of her debt, after which she would still need to slowly pay it down. By self-sabotaging her career for a season, Wife has chosen to file bankruptcy, which will have all her debts legally satisfied in 3-5 years, while avoiding the expense of ever needing to pay Husband any substantial alimony. Although a complete betrayal of Husband (again), while further harming his chances at recovery, self-sabotaging and filing for Chapter-13 bankruptcy, as Wife has done, is literally the quickest path for Wife to financially recover. It will literally lead to at least a 50% quicker financial recovery time for Wife, than meeting her financial obligations to Husband and her creditors.

Meanwhile Husband is without, unqualified for, and possibly incapable of obtaining and maintaining gainful employment, a home again where he can both feel safe from storms (a serious phobia associated with Husband’s GAD (Generalized Anxiety Disorder), where

fraction of the standard of living previously enjoyed (both prior to meeting Wife, and since) further out of Husband's reach.

Husband is repentant for that which he has done wrong, more than most people will ever understand. Husband understands that without his complicity and misplaced trust, he could have never found himself in such a dire state. Yet there is something much greater being done "wrong" here to Husband, than by Husband. As Wife leverages the law, along with her violent character assignments of Husband, with a fraudulent narrative, the uncommon minority stereotypes, media hype, and social anxieties. While gaining sympathy playing the victim, exploiting common misperceptions about the "weaker" more "fragile", "innocent" and "needy" gender. That is certainly the story which Husband believes that Wife would like the court to believe; however, that's not what Husband believes that the evidence here shows.

a Husband was sleep deprived, distraught, and overwhelmed after court on August 1st, when Husband learned that he is losing his home, which holds his entire life's savings, all his retirement, and nearly a decade of work, by the aggressive, unfair, harassing, demeaning, strategically planned, multi-faceted legal assault by Wife and her counsel. Wife's main objective is to not pay Husband alimony, at ALL costs. Even at the expense of destroying herself; her career, her health, and her life. (Claim will be backed with significant documentation.) Especially after the 2019 tax reform laws, where alimony is no longer tax deductible for the advantaged

party. Even though Wife has been the primary breadwinner for the past 12 years of their marriage.

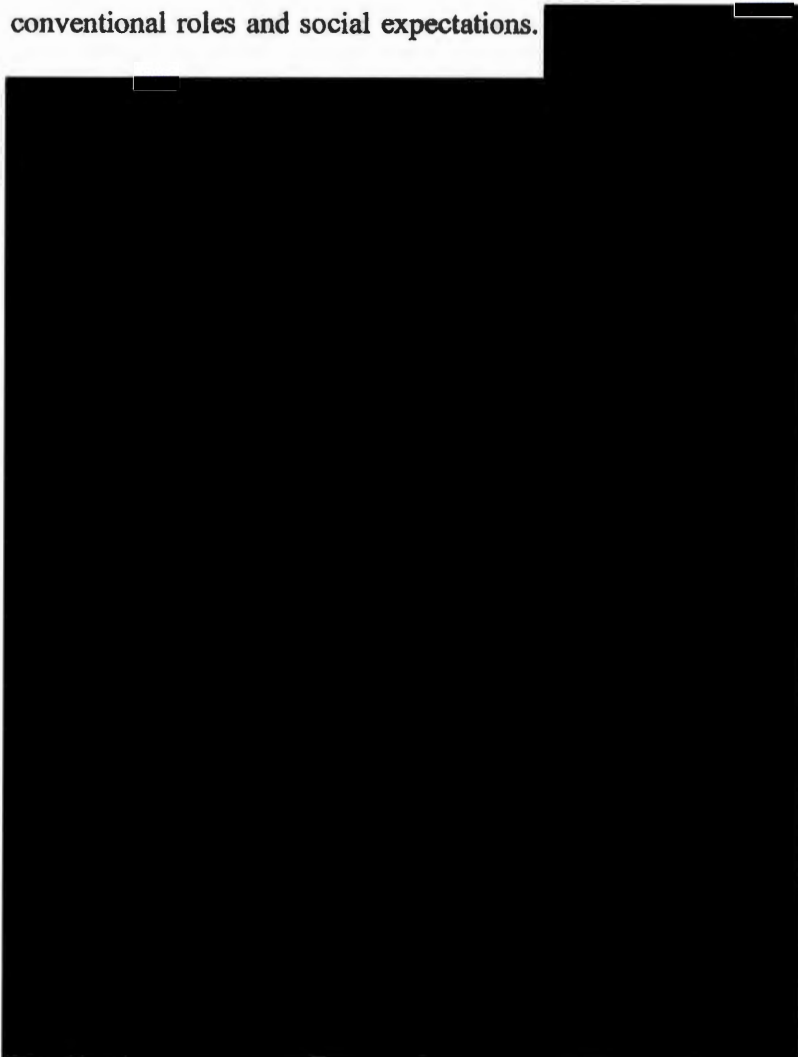
b Wife has been “bullying” Husband, both financially and legally, with false claims. Wife’s first divorce complaint stated that Husband is crazy, but highly skilled and employable, a complete contradiction of claims. Now Wife’s narrative is that Husband is dangerous, while being highly employable since he is a “genius” with computers.

i Husband has been tested to have an IQ of 100, which is as perfectly “average” as they come.

ii Husband is not a “genius” at anything, especially related to any specific vocation, as he has spent his lifetime diluting his vocational value to any one discipline, by migrating from trade to trade, primarily determined by supply and demand, rather than passions, interests, and aptitude, which has been Wife’s privileged vocational history. Prior to marriage, without any higher education, Husband has always been a blue-collar worker, often working two and sometimes three jobs simultaneously, simply to support himself with a comfortable but much, much lower standard of living, than the couple had together.

c Wife claims that Husband refuses to work.

i That claim couldn't be more of a lie. Husband works constantly to try to meet every need of the family, to contribute "his share", and to (impossibly) please Wife. Husband has never been lazy, nor even accused of such. Wife complains now, accusing Husband of refusing to have a job outside their home, because it adds leverage to her divorce complaint, based upon conventional roles and social expectations.



[REDACTED]

iii Wife repeatedly assured Husband, that as long as the two could live on her income, without accruing a negative cash-flow, increasing their debt, that Wife was absolutely content in living their entire lives on primarily Wife's income, in order to have Husband manage and take care of every other major need for the family, and to be at her beckon call. Wife affectionately called Husband her "House Husband", both publicly and in private.

iv Wife also liked having Husband constantly at home, to care for, meet any emergency needs for, and provide company to the family's pets. Wife is a very abnormal pet lover, beyond any common conventional belief structure, and would sacrifice anything to ensure the happiness of the family's pets.

d Wife claims that Husband refused to sell their marital residence, despite the dire financial condition which Wife was in. That Husband was a constant obstructionist regarding the sale of their home.

i Though the home is a once in a lifetime opportunity for Husband and Wife, originally cherished by both, holding almost their entire net worth, which Husband had not only invested all

of his wealth into, but also his daily labor maintaining and improving the property for nearly a decade.

ii Recognizing the realistic alternatives while trying to determine how to rebuild his life, there were many times, frequently for several months, within the past year and a half, when Husband was not only willing to sell the marital residence, but Husband even offered to freely surrender his equity to Wife twice, with the sole condition that Wife live in the home and enjoy it for five years, before selling it, simply to profit from cashing-out and keeping both of their equity.

iii In all the above-mentioned instances, for one reason or another, often without Wife even providing an explanation or a response why, Wife chose not to perform, hence keeping our joint ownership in our home.

iv The urgent financial need has been fabricated by Wife, and Wife has refused to put the primary terms of her own verbal settlement agreement with Husband, on paper. Resulting in at least as much delay in selling the home as Husband has caused.

e With Wife possessing a degree from MIT, and being a licensed architect, with a \$94k per year gross income, which is actually an income of \$116.5k per year with her employer provided benefits included (while

Husband was a high-school drop-out and has never made over \$50k per annum), neither of which would have been possible without Husband's support, it was jointly determined, very early in the marriage, that Wife's time is best leveraged earning income, while Husband's time is best leveraged making said income work hard and efficiently for our family, while filling every other crack in our lives. Husband managed, customized, and cared for our homes and their properties. Husband managed our finances, managed our taxes, managed a rental property for most of the marriage (Duplex), which Husband previously owned. Husband also ran several small businesses, from being a Residential Real Estate Agent, to opening a small marketing firm, building websites, performing IT work both locally and remotely, while managing and maintaining most of the Tech needs of Wife's architectural firm, for many years.

f Husband is completely self-taught in the area of computers and technology, without any licensing or certification, and having never worked for any company in that capacity, except for his own tiny start-up, which almost completely serviced Wife's employer. Similarly, Husband's "jack of all trades and master of none" career path, has diluted his value in any one specific discipline.

g Prior to the marriage, Husband worked blue-collar jobs all his life. The most recent of which was running multi-million-dollar printing presses, for Atlantic Envelope Company, with the global FedEx contract for

manufacturing their Tyvek envelopes. Husband was one of the top-three “Lead Pressmen”, in both skill and wages, within his manufacturing plant. This was a good job, with good benefits, including an hourly rate of \$24 per hour at its best, but there was a hard ceiling at that point with no room to grow, advance, explore, or excel.

h Husband’s employment with Atlantic Envelope Company ended shortly after the marriage, after Wife obtained her Architect’s License with Husband’s help. Wife encouraged Husband to pursue a career in Real Estate, which excited us both for a while, as we explored the intersection between Architecture and Real Estate, taking on a “flip”, rehabbing it literally from the ground-up, and selling it, while we studied other investment models and properties. In the end, both Husband and Wife found Real Estate to be stressful, unreliable, and generally disappointing. Through an aptitude test in counseling, both learned that Husband is “wired” more toward the technical professions, instead of what are primarily “people centric” occupations.

i Husband regretted leaving Atlantic Envelope Company for several years, since it was the best money and “fit” which he had found so far. Husband only feels good about a job, when he is seasoned, proven, and can out-perform most of his co-workers. Husband has always found his security in his skills, never before in his relationships.

j Within a few years, Atlantic Envelope Company was sold a couple of times, then they went bankrupt. The Nashville plant was closed, and finally the entire company went out of business. The same has been the case for CPS in Franklin, where Husband previously worked as an "Assistant Pressman". Along with nearly every manufacturing printing company in town. Printing, once the second largest industry by volume, in the Greater Nashville Area, probably isn't within the top 100 today. The industry is simply gone, largely due to home computers and overseas manufacturing.

k Husband needs vocational rehabilitation, in order to focus training on a specific tech discipline, to grow his skills, value, and to earn a certificate or license in an area which has the capacity to earn what Husband made prior to the marriage, over twelve years ago. Husband's only IT "reference" currently, would be Wife and Wife's employer. Neither of which are willing to lend their endorsement, despite Husband's excellent performance in serving their firm, in different roles for over a decade. While simultaneously saving them a small fortune, compared to industry-standard rates.

2. Agreed, in hindsight, this was a violation of the Ex Parte Order of Protection ("OP"). However, as evidenced by the documentation to follow, showing that Wife has manipulated and taken advantage of Husband, as well as the legal system, while extorting every bit of value from Husband's life, finally to discard him as a piece of trash without any responsibility or care. Wife blatantly lied to this court, to pretend to feel "physically

threatened”, when Wife knows clearly that “words” are Husband’s “weapon of choice”. Actually, words are really what Wife fears the most from Husband, not in the toxic or abusive sense like she is portraying and you would expect (we rarely even communicate anymore), rather Wife fears Husband publishing evidence online, showing Wife’s unethical, senseless, careless, and even criminal activities. Some of which Husband must now share here today, in order to have any chance at a fair trial, after the exhaustive amount of false and fraudulent narrative which Wife and her counsel have repeatedly attacked Husband with now (4x), before Husband even had the opportunity to file an “Answer and Counter Complaint for Divorce”. Despite the false narrative presented by Wife and counsel to date, Husband continually wrestled with his first Attorney to file the “Answer and Counter”, ultimately bringing about his “change in counsel”, at Husband’s choice.

a Wife’s real reason for wanting an Order of Protection, was to use as a GAG order, preventing Husband from notifying the public online, or through local media, the scam which Wife is getting away with, legally and financially dominating Husband and then dumping him here, while self-sabotaging and lying about assets to qualify for bankruptcy, simply to exhaust any financial relief Husband is due, both during the interim, as well as after the divorce, by way of alimony.

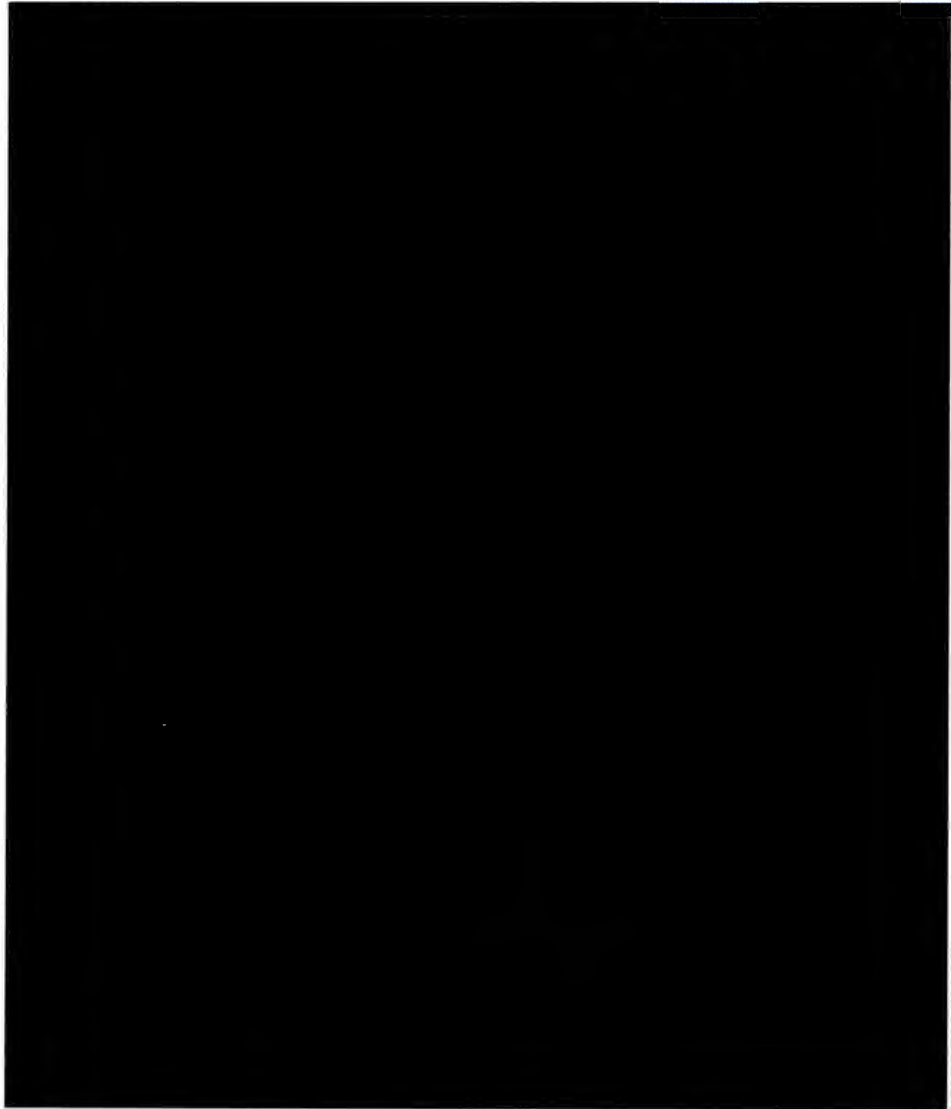
b Through “Collaborative Divorce” with Sandy Arons, Husband and Wife learned that husband should be legally due between 22% - 24% of Wife’s gross income, for approximately half the term of our marriage, which is about 6.5 years.

c In real numbers, during negotiations, that worked out to be between \$2k - \$2.2k in alimony, per month, for a period of 6 years (at that time). Even after Husband and Wife decided to do a "Non-Suit" to sell our home outside court, it was with the verbal agreement for the parties to split the proceeds from the sale 50/50, less only the first and second mortgages. Followed by Wife paying Husband transitional alimony, in the amount of \$1,750 per month, for a duration of 6 years.

d The agreement was that after the marital residence was sold outside of court, each party would be responsible for the debts in their own name (hence the reason for doing this outside of court), each taking our 50% of the net sale proceeds, to do whatever we choose with it. Then, claiming to no longer have any "marital property" or "marital debt", we would file a FREE divorce using the forms provided online by the State of Tennessee. After which Husband would continue to receive the \$1,750 per month (as transitional alimony, which can't be modified), for 6 years, as he sought vocational training, and began his whole life over at 50 years old.

e The only reason why Husband and Wife never proceeded with the plan to sell our home as agreed, is because Wife absolutely refused to put our agreement into writing. Though confirmed via email, Wife knew that her employer was planning to retire within the next year, so she expected the firm to close, and Wife wants to get a "fun" job now, or to only work "part-time", as she has since finally admitted.

f The Chapter-13 bankruptcy forced husband out of the house, with no prior warning about the default. Wife refused Husband's questions about their mortgage status, as he saw most of this coming, except for Wife's own bankruptcy, that was a surprise, but brilliantly cruel! While husband suspects those mortgage payments were funneled to pay for Wife's legal fees, both for her bankruptcy and the divorce, with Wife's current counsel.





i Husband and Wife had promised each other that we were going to live in this home, on Sunnyside, for the rest of our lives. Everyday that's what Husband worked for... Forever! 60% of everything Husband did, wasn't for the benefit of that day, week, month, or even year... but to make a nice home for us forever! Without which, neither of us could have ever afforded to purchase a comparable home in this zip code. Husband would get to continue to work from home or be a "House Husband" as Wife affectionately called him (almost daily). Anything which Husband asked about around the House, Wife would make a snappy comeback with, "that's your job!" Husband's job never ended, and it was eventually discovered that once menopause started early (about 5 years ago), that Wife was absolutely impossible to please!

j Keep in mind, that Husband contributed about 60% of our start-up capital, toward the down payment, and nearly \$100k in renovations the first

year we purchased our home. Both Husband and Wife cashed out all Roth IRA retirement funds, to invest into the down payment, as soon as the funds recovered 75% of their value prior to the 2008 housing market crash. So, with a purchase price of \$350k in 2011, plus around \$100k in renovations that first year alone, we were at around \$450k during the start of 2012, then Husband sowed seven more years of work into improving our home, forever!

k During this time, Wife invested her life/time into increasing her professional value as an Architect. (Something which no-one can ever take away from her.) Meanwhile, Husband invested his life/time into customizing and maintaining our home forever, to enjoy and benefit from (he believed), for the rest of our lives. Which was abruptly taken away by Wife's scams, financial and legal coercion, and the court ruling an absolute auction with no minimums, including all of Husband's personal property, if he can't move it out quickly enough. As Husband simultaneously needs to spend days and weeks endlessly trying to learn how to legally survive Wife's constant legal harassment.

l As verified by the attached exhibits, the fraudulent narrative, and the motions and petitions filed by Wife hence far, Husband respectfully asks the court for relief, under the legislation known as "Stalking by Way of the Courts". Wife has filed abusive motions and petitions in this divorce, designed to "harass or maliciously injure" the Husband, by exhausting his economic resources and trying to force him to make financial concessions.

This is simply a litigious form of domestic assault. Also referred to as “malicious prosecution or abuse of the legal process”.

i All filings by Wife under Docket No: 48419B, show some form of this oppressive harassment, stalking, and domestic abuse.

ii Additionally, the “MOTION TO DEEM HUSBAND SERVED”, and all the attached ugliness, including our custom “No Trespassing” signs, at the entry, designed collaboratively by Husband and Wife together. Yet falsely portrayed by Wife, as an irrational act by Husband, further used as justification for the Ex Parte Order of Protection, filed by Wife against Husband, to further harass, control, stifle, dominate, and injure Husband’s first and second amendment constitutional rights, knowing exactly how crucial those freedoms are to both Husband and Wife.

1 Wife’s counsel filed this motion on 6/20/2019, the day after Husband’s counsel (then), Attorney Brittany Gates, communicated with Ms. Story on 6/19/2019, informing her that Ms. Gates was representing Husband, that Husband had already received service, and that Ms. Gates was Husband’s Counsel of Record. None the less, Wife’s counsel filed this motion with the court, though totally unnecessary, purely for the opportunity to further

smear the Husband's name, with their false and fraudulent narrative, solely for more litigious leverage over Husband. (They weren't going to let all that good ugliness go to waste.) Furthermore, someone from Ms. Story's office directly emailed the documents to Husband, though they had already received notice that Ms. Gates was Husband's Counsel of Record. Such created an ex parte communication, which was wholly abusive and unnecessary (Exhibit-C).

2 The marital residence was purchased on 4/29/2011 (Exhibit-D).

3 Honeywell Vista alarm system, was purchased on 6/13/2011 (Exhibit-E).

4 Zavio IP Dome surveillance camera was purchased on 3/15/2013 (Exhibit-F).

5 No Trespassing signs purchased Nov/Dec 2015 (Exhibit-G) shows communications between Husband and Wife will selecting sign styles, along with purchase receipts.

6 Hikvision IP network surveillance cameras (10x) were purchased on 1/20/2016. Floorplan design by Wife, allocation by Husband and Wife (Exhibit-H). Installation by Husband. The floorplan provided is file

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 2
Appendix ~~13-2~~
13-2

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 [REDACTED] 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

dated 9/5/2016, with Wife's handwriting visible on the bottom-right, with the following dimensions "outerhole: 3 1/2" from each inside edge of facia..." Wife drew other plans and elevations, to help Husband determine roof/soffit/facia relationships and dimensions to install throughout.



8 Alarms are normal for everyone, Husband and Wife had those at their previous home. Husband and Wife also had "No Trespassing" Signs at their previous home,

though that was primarily due to the transient rental neighborhood that the Duplex was zoned in, near Nipper's Corner.

9 The signage was for setting "boundaries". The alarm was really the only thing for "security". The surveillance cameras (which weren't monitored), were only for "accountability", after damage or intrusion was detected and researched for proof.

10 All of the electronics had something to do with the fact that both Husband and Wife like electronics, Husband more so than Wife, yet both are geeks at heart. Additionally, Husband's small business from home was in the tech industry, and Husband enjoyed learning about new technologies while installing them in his home first, to see if there might be any viability to adding that to the services he offered. Most took way too much time for Husband to ever be able to reasonably offer installation services to others. At the same time, both Husband and Wife got to enjoy a home (forever) which had built-in technologies, which neither of the parties could have ever afforded to pay third-party companies to install, administer, manage, and host. (At least not concurrently.)

m The letters to Sheriff Long and Attorney Lisa Carson, of Buerger, Moseley & Carson, PLC (Exhibit-I), though written and signed by Wife, were really a work of collaboration, where Husband participated, researched, or assisted in some capacity, even though the final communications were all written by Wife. (Husband wanted to copy the White House and most of Washington DC, so Wife insisted upon writing her own words, as she always does.)

n Husband believes that with the assistance of Wife's father, Wife undermined Husband's equity, by redirecting months of missed mortgage payments to the destination of Wife's choice. Hence benefitting Wife toward another financial need, while forcing the home toward foreclosure, and simultaneously leaving the court with no choice but to eject husband and tenants, followed by auctioning the home.

o Husband refused to render himself "homeless", without having in writing (even without lawyers), some assurance about how Husband could again afford to have a place to live. Now because of Wife's games, her deep dark strategy (Wife's brother has an MBA, and thrives on strategy challenges, while her father spent his life in Real Estate and Finance, and is infamous in their family for bankruptcy schemes and scams), allows Wife's income to decrease (as she plans), and the bankruptcy court will modify her "bankruptcy plan" to accommodate her reduced income.

p Husband insists that Wife had no legitimate need for an OP, but rather that she simply wanted the protections of a "GAG" order, along with

the opportunity to assassinate Husband's character and continue with her fraudulent narrative), was fully armed at all times, with both her Glock .40 caliber handgun, which she keeps inside her purse (it is under the seat of her car, while in court) and a large law-enforcement quality, pepper spray cylinder, attached to her keychain. her and Husband requests that the OP Ex Parte be abolished, as it was fraudulently requested, under fraudulent pretenses, for purposes other than which it was designed, as a sweeping order to provide physical safety to those in jeopardy of physical harm.

q One of the realities which Husband understands in life, is if someone calls the police and says (with panic), "Help! I'm scared that my Husband (brother or friend) might publicly expose the TRUTH about me online, along with the substantiating proof." That the police don't usually rush over to arrest, restrict, or confine the perpetrator.

r However, if you simply change a couple of words to say (with panic), "Help! I'm scared that my Husband (brother or friend) might physically harm me." In that event the police will probably rush right over, intervene, arrest, warn, restrict, or confine the perpetrator.

i At which point, if you can obtain an Order of Protection, or a Temporary Order, you're not only protected from physical harm (which was never really a concern).

ii You also are protected from a host of other concerns, since the "perpetrator" has had some of his basic constitutional rights revoked, as a result of the tiny lie which you told the police.

iii Husband has seen this abused more than once, and so has Wife, and people know the power which this one tiny lie can yield over others.

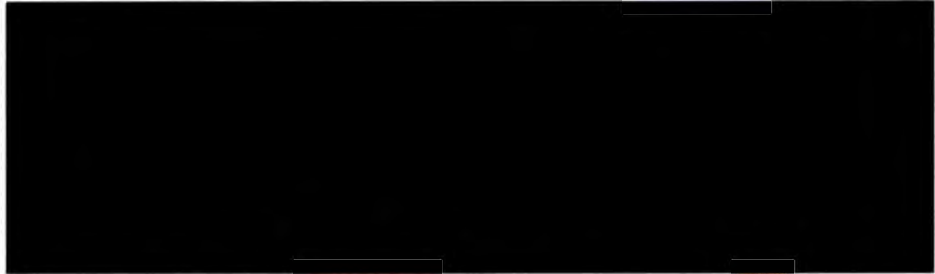
iv It is for this reason, that during Husband's research, that an Order of Protection is commonly referred to as "the second most oppressive and abused piece of legislation" used against the American people. It is also commonly referred to as "the nuclear bomb of divorces." Husband can personally attest to the accuracy of both of those descriptors.

s Even though Wife has convinced herself (and everyone within her circle of influence), that she is the victim here, really many of her "actions" (as opposed to Husband's "words") have been extremely aggressive, even violent, in a non-physically threatening way. Wife's unilateral choices, without a moment's notice, warning, or any opportunity to course correct, have financially devastated the family, and rendered all their property virtually worthless.

t Husband accepts his share of blame in all matters. Husband knows that he is neither a victim nor an abuser, he is something rather broken, in between.

u Husband had many opportunities to course correct without accurately recognizing what season he was in, and without Wife ever informing Husband that she is really even considering a divorce. Husband knew that they were in a storm, but he believed the storm to be primarily

financial, with a relatively short cure-time. Believing that once the financial stress was gone, that everything else would automatically find a significant measure of relief.



w Throughout marriage, Husband felt as though he could never “catch-up”. Between Husbands ADHD (challenge with focus) and OCPD (a need to do tasks excellently, or not at all), Husband never seemed to be able to “catch-up” to Wife (Exhibit-A). Wife appears to be counting upon that, with her divorce tactics now. To keep running, and running, and running. If Husband ever has the time and resources, he can disprove every false claim of Wife, which is why she is intentionally hitting him as hard and repeatedly as she can.

x The simple thing which Wife apparently doesn’t see, is if she worked “with” Husband a little bit, to help him reach some level of financial, vocational, or residential stability, Husband would make his way on his own. Never as quickly as Wife. Never nearly as fruitful or prosperous as Wife. But that is life. Husband wants to be “free” as badly as Wife does. He just hasn’t had the time to fight these litigious battles while trying to reinvent himself at 50 years old. Husband can handle one major project or challenge at a time, If Husband is to move, then Husband needs 2-3 weeks

with nothing else in the World to focus on besides moving. Likewise when he gets moved, he will need a couple of months to get sorted in his new environment, adjust to massive social and economic losses, and try to find some job to help buy food until he can improve his vocational training, to where he could be functionally independent again.

y Husband doesn't want to "use" Wife as she and her family believes. Husband made more money and had significantly more property than Wife when they met. Husband was never attracted to Wife because of her MIT degree or her professional future, she didn't have a dime when Husband met her, and was actually \$15k in debt to her mother from her previous divorce.

z Husband's foundational belief is that both Husband and Wife reached this state of brokenness together, so they should work their way out of it together also, rather than poaching off of Husband's poor elderly mother, at the age of 50 years old. Husband's mother was primarily a single parent "nurse", with five children. Every penny Husband's mother has, is because she denies herself basic luxuries which Husband still enjoys daily, even though Husband is penniless, unemployed, largely unemployable (due to speed and specificity, along with outdated vocational skills and experience), and soon to be homeless. Please see the letter left to Husband and his mother's best friend and husband, regarding what she had saved her money for, since both of her parents got dementia as they aged (Exhibit-J).

aa After October of 2018, when the Court schedule was mostly full, through the end the year, Wife refused to “settle”, saying that since she missed-out on the tax write-off, which was grandfathered for all who finalized their divorces prior to 2019. Wife has refused to work with an independent third-party by any means since. The reality is that \$120k in alimony over the next six years, is a lot scarier to Wife than throwing away our equity in our home, than paying a lawyer \$20k-\$40k to fight a “contested divorce”, or even than filing bankruptcy herself, in the end. Earning slightly less than a six-figure income and filing bankruptcy over \$50k in debt. Husband is the opposite, has never had over a \$50k per-annum job, and has around \$100k of debt legally in his name currently. While Husband’s last retirement investment in his home, is being essentially forced-out by fraud... again.

bb has ardently refused to perform with unfounded concerns unsubstantiated Wife would request that the OP be made permanent and that Husband be required to pay her attorney's fees for having to bring this Motion.

3. Husband has a sleeping disorder, which Wife believes to be “Non-24”, that she learned about during one of the narcolepsy conferences which she attended. Husband never saw any confirmation regarding Wife’s walk-through confirming any time or date for the walk-trough, since it was so short notice (Husband has told his counsel, that he requires at least twelve hours’ notice prior to any commitments or meetings, because Husband is often awake all night, and sleeps all day. Such was the case in this instance.

Husband awoke around 3am to find information in his email about the appointment, after the scheduled date and time had already concluded, twelve hours prior. (Husband is often awake for 24 hours, then sleeps for 12 or 16. Husband must always know before going to bed, when he has any appointments or obligations the following day. , until after the time scheduled by Wife's counsel, while falsely claiming that I had confirmed the appointment time and date.

a Despite the complaints from Wife's counsel about Husband trying to delay or obstruct the walk-through or the auction in any way, that is completely false. The court order never mentioned anything about the Auctioneer accompanying Wife and her counsel during this walk-through. This walk-through per court order, was supposed to be completed much earlier, with a subsequent list of items which Wife wants to keep (determined during the walk-through, which was the purpose of the walk-through, as well as for Wife to ensure the condition of the property). Wife's counsel sent a list prior to the walk-through in an attempt to comply with the court order, but completely failing to meet the 10-day deadline for the walk-through, plus to provide to husband the subsequent list. Nobody informed Husband about the accompaniment of the Auctioneer, or any other parties beyond Wife and her counsel. Any other arrangements were at the fault, and outside the control, of Husband. To this day (8/27) Husband has been told that Wife is still compiling a more comprehensive list of personal property, which she established during the walk-through, yet even

though it was legally due by court order on August 11th, Husband has still never received any such document since the inspection.

b Husband made every attempt to communicate quickly and accurately with Wife's counsel to help schedule this, even going so far as copying her directly in Husband's emails to his counsel to ensure that his messages were getting relayed to Wife's counsel in the quickest possible fashion (for which Husband was reprimanded both by his counsel and wife's), but Wife's counsel still totally dropped the ball on this, while again aggressively blaming Husband and filing a complaint with the court.

i This is simply another example of litigious "bullying", which is completely inappropriate, harassing, abusive, unacceptable, and illegal.

ii Husband respectfully requests that the court order Wife and her counsel, to be less litigious, to work cooperatively with Husband toward solutions benefitting both parties, rather than filing inaccurate, twisted, false, and condescending motions, to hijack, oppress, and injure Husband, both in respect to the financial injury which he has suffered to date, of nearly \$13k in legal fees, without even beginning his divorce, as well as injuring husband's physical and emotional, needing to figure out how to reply to these often fraudulent motions, under the threat of incarceration should he fail. Meanwhile, if Wife and her

counsel really want to sell the marital residence, then Husband both needs and deserves enough time to pack his possessions (all 3,000 SqFt of them) and move to Michigan. This will take an absolute minimum of two weeks to simply be ready to vacate the property, which Husband wants to do prior to the auction.

1 As such, Husband requests an extension for the sale date, as well as for the dates for Wife to remove her personal property, so that Husband will not again be forced to vacate his residence, when he needs every available moment for packing.

2 Husband requests that the court order a two-month moratorium on any deadlines and court filings on this docket, including all motions, petitions, etc... with the only exception being if Husband fails to vacate the property by September 15th.

3 This time is needed with Husband's handicaps, so that he can focus on his move, and have any chance at completely evacuating the property by September 15th.
(Provided the court approves.)

4 This would allow the minimum time required both to pack and prepare to move, while allowing husband to break-down his office and complete the move to

Michigan, without fear of concurrent litigation being filed, forcing Husband to redirect all energies to meet the emergency legal demands.

5 The move will require Husband to obtain significant storage space, and will require a lot of physical assistance, for weeks, to just begin to get settled, while moving into Husband's mother's small basement in Michigan.

6 After which Husband will need to assemble office furniture, and rebuild his network, get his server up and running, etc... during which time Husband will have no access to any of his files and records related to this divorce.

7 Consequentially, until this move is completed, Husband will be physically incapable of responding to court filings without Wife first winning default judgments, which is absolutely unfair.

8 Should the court not find this two-week auction deadline extension agreeable, or the two-month moratorium on all court filings so that Husband will have the time needed to move, then Husband will be forced to remain in Tennessee throughout the Auction,

and require additional financial assistance to do so, now that Husband's tenants have been evicted by the court.

a As per court order, there are no more rents coming in, plus Husband was forced to return tenant deposits, which he had used to merely survive, Husband is now behind on all the utilities for the property, and requires some emergency financial assistance from Wife, immediately, if the court will allow. Otherwise Husband will be forced to turn-off all utilities upon vacating the property, to not run up more debts in Husband's name than necessary.

b The utilities run approximately \$400 per month, plus with the loss of \$1,400 in rental income, which just barely allowed Husband enough money for food, gas, meds, and to pay the utilities, Husband requests some immediate emergency financial relief from Wife, in the amount of \$1,000 now, to bring the utilities current and to provide Husband with enough money to purchase food and his basic essentials, from now until September 15th, when Husband vacates the property to head to Michigan.

c Husband is temporarily borrowing the money for the move from his mother, expecting that cost to be around \$3,000, plus the cost of monthly storage. Husband requests the court to reimburse this expense to Husband's mother, immediately upon the sale of the home, from the Husband's portion of the remaining equity.

d Husband also requests the court to order Wife to transfer all the utilities back into her name immediately, or if the court and the Wife prefer, to order Wife to pay Husband an additional \$500 prior to 9/5/2019. to leave the utilities on in the Husband's name, through the auction, up until closing, provided that all takes place within our current timelines.

e After the move, Husband respectfully requests that the court order Wife to begin paying Husband \$500 per month again, adjusting her bankruptcy plan as needed, as temporary support, to help cover the cost of Husband's food, so not to further burden Husband's mother financially.

f Of these monies listed above, Husband respectfully requests that only the costs of moving and storage, be deducted from Husband's share of the sale proceeds, as the rest is believed by Husband to be the minimum due Husband from Wife, under Tennessee law, to help partially support Husband, until a full and final divorce decree can be reached, along with hopefully a corresponding alimony agreement, which Husband sincerely hopes the court will grant him, so that Husband will have an opportunity to obtain vocational rehabilitation and one day become financially independent again.

9 Should the court be agreeable to extend the deadline of the auction for two-weeks, and to the two-month moratorium on all court filings, provided that Husband vacate the property by September 15th as proposed, then Husband requests that the court all the Wife to handle all communications and interactions with the Auctioneer, after September 15th, once Husband has vacated the property.

10 In such event, not out of any disrespect for the court, obstinance, or belligerence on the part of Husband, nor due to any resentment toward the court, Wife, or this process, Husband respectfully requests that by court order, (not a POA or Quit Claim Deed, which Husband must sign), the court executively provide the Wife with the authority to completely sell the property, without the need for any signatures or participation by Husband.

a To frankly explain the reason this is so important to Husband, again, it is out of no act of disrespect, rebellion or defiance, it is simply a matter of beliefs. Husband believes that by providing his signature, that he is approving of the transaction which he is signing for.

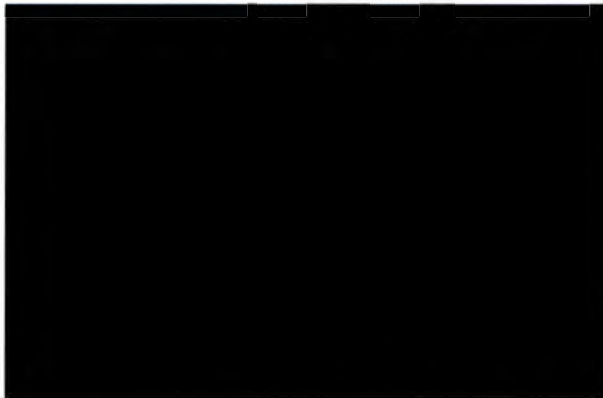
b While Husband believes that he is being robbed of his home, and any opportunity to take over payments and try to keep it, by Wife's fraudulent default on the mortgages performed months ago by Wife, without providing Husband with any notice, while refusing to even reply to Husbands questions on the matter.

c Husband does not blame court for this, but Husband absolutely feels as though he is being robbed of most of what he has worked for in his life. Regardless of the auction sales price, or the amount of final alimony Wife is ordered to pay Husband (should alimony be awarded), Husband will never, in his lifetime, have the opportunity to enjoy this standard of living again. With all the unique characteristics which this property naturally possesses, as well as those which Husband spent nearly a decade building and constructing on the property, for the family's home forever. Husband recognizes this as a once in a lifetime chance for both the Husband and Wife, which now they have foolishly forfeited.

d Husband tried with every ounce of his being to prevent Wife from forcing this outcome, but with the mortgages in Wife's name, Husband ultimately was powerless over monitoring their status. At the same time, without some serious training, followed by a full-time job, and a few years of advancement, there is no way that Husband could have proactively paid the

mortgages, just “in case” wife wasn’t continuing to pay those bills, as she had been. Without absolutely any notice to Husband that her financial situation had changed, even if legitimate, which Husband highly doubts. Regardless, with timely notice from Wife to Husband, that their jointly owned asset was at risk, Husband could have worked towards finding a solution to help cure that financial shortfall, prior to reaching the point of default.

e Yet Wife stole that opportunity from Husband, and as such, suffering a loss of a lifetime, without so much as a hint in advance, Husband wishes to play no part in the final moves of Wife’s schemes, to abandon and financially undermine Husband, costing Husband the largest loss of his lifetime, [REDACTED]





f The original plan was to leverage the Duplex to help with the \$100k of improvements we made to our Sunnyside home within the first year. I then knew that we had five years before the Duplex \$30k 2nd mortgage balloon note would be due.

g So, the plan was after the improvements were completed at Sunnyside, after a couple of years of appreciation, we would refinance the second on Sunnyside to pay off the second on the Duplex. But it didn't work out that way.





4. Per court order, both the Wife's walkthrough and thereafter her list of personal property which she requested from the marital residence, were supposed to both be completed within 10 days of the August 1st hearing date. That means that per the order of the court, the deadline for both of those tasks to be completed was on 8/11/2019. Ms. Story never even contacted Husband's counsel to begin scheduling the walk-through until 8/12/2019, already missing the deadline, requesting the walkthrough on the on the 13th or 14th, days later after the court ordered deadline. Yet Wife's counsel still finds it necessary and appropriate to legally blame, bash, and harass me with her litigious accusations, twisting information to make me sound as if I'm the party who failed to adhere to the timelines ordered by the court. Again, Husband respectfully requests that the court take action to discipline Ms. Story, to correct her actions, and change her future narratives to much less frequent and less hostile, and to work on improving her accuracy some, while reducing her slander of Husband's name and his character, both which Husband finds highly offensive, and which is harmful to Husband's mental and emotional health.

a Husband respectfully asks the court to please not allow Wife back on or inside the marital property, unless the court should choose to first terminate the Order of Protection Ex Parte, obtained by Wife's completely fraudulent testimony, so not to interfere with Husband's packing, by forcing Husband to vacate his home again, prior to either his move by September 15th, if approved by the court, or until after

the auction is finalized and the court provides Husband with the funds from the sales proceeds, necessary for Husband to move and obtain lodging here locally

5. Husband respectfully requests that he be awarded all his attorney's fees hence far, totaling around \$13k, most of which Husband borrowed from his elderly mother, as Husband has not even reached responding to the divorce complaint yet, but all \$13k in legal costs have been exhausted simply to protect Husband from the harassing, abusive, false, and fraudulent claims of both Wife and her counsel. both Wife and Wife's Wife requests that she be granted attorney's fees in this cause to be paid from Husband's share of the proceeds as he has failed to abide by his agreement as well as the lawful

Orders of this Court.

6. To date, absolutely no delays of process have been due to the fault of the Husband, despite the deceitful claims of Wife and her counsel. Husband's first counsel failed to perform, though Husband was promised a draft to his Answer & Counter Complaint, which Husband has still never seen to this day. Absolutely no documents were filed, except for an extension to the temporary OP, so that Husband could gather a shocking amount of evidence, to hopefully dissolve the matter, but the continued failures to perform by Ms. Gates, forced Husband to borrow another \$5k from his mother to hire Husband's second set of counsel, with only two work days remaining to respond to both the fraudulent OP claims, as well as the order to sell my home. The two largest decisions in my life to date, with only two days to respond, while Ms. Story absolutely refused agree to an extension for my incoming counsel, in either of the monumental and immediate matters. As such I see not why she is carrying-on about any delays or failure to perform on my part, except again to assassinate my character and to litigiously harass and abuse me.

a I respectfully request that the court order Ms. Story to attend a legal ethics class, to encourage her to be more honest, sincere, and kind in her legal motions. Such abuse by legal process is absolutely barbaric and intolerable.

b Husband prays that the court will defend him in regard to Ms. Story's abusive treatment, and/or that she be replaced by another member of her firm in this matter, having failed to act as her office should require.

c Husband has no objection to waiving the Mediation, as Wife has made it clear to Husband that she is in no way wanting to participate in any collaboration, mediation, or any other fair, neutral third-party assisted solution, or we would be divorced by now. Wife is only interested in a judgment, and refuses to settle by any other means, despite having filed bankruptcy, and the dire financial condition of both parties.

i For the purpose or again correcting the narrative of Ms. Story's verbal attacks by legal process, Husband wants to clarify that Wife's desire to skip mediation has nothing to do with her fear of Husband, especially for the ridiculous benefit of being mindful of the safety of everyone else involved in the process. I've never been more falsely harassed by anyone, and again, I appeal to the court to please intervene.

ii The real reason why Wife has refused every attempt to sit down at the same table with Husband and work towards a fair solution, has absolutely nothing to do with Husband's words,

the intensity of his presence, or any pressure which Husband could emotionally inflict upon Wife.

iii The reason is because Husband is the one person in the entire World, which Wife really struggles looking in the eyes and lying to, about her fraudulent, victimized narrative, since Husband was THERE with Wife, and remembers vividly what really happened and what did not. In contrast, most other people take Wife at face value, seeing her obviously distraught, disheveled, and injured impressions, not realizing that the majority of what they are being told, is either a really twisted version of the truth, or an absolute lie. While the signs of abuse which she portrays, some of which are real, but are self-inflicted, and never ceasing, by Wife's relentless desire to discard Husband without a penny of alimony, vocational rehabilitation, a roof over his head, or food for his belly. Wife is absolutely destroying herself, fighting to be what she calls "free" or "independent", unwilling to recognize or accept any financial obligation, responsibility, or reparations for the impact which she has had upon the Husband's life, as it lies all in ruins now, and in two months another family will be living in the home which Husband invested the proceeds of his entire life, both financially, and in labor.

7. Husband can't apply for any insurance, until Husband has either obtained vocational rehabilitation and subsequently found gainful employment, or until Wife starts paying adequate alimony to pay for said insurance, as well as meeting some of Husband's other real financial needs, such as purchasing food, paying for meds counseling, etc... Should the court be willing to order such support for Husband, then providing the sum is adequate, Husband will be happy to apply for such independent health insurance.

8. The reality is, that contrary to Wife, Husband can definitively prove each and every word written in this response and counter motion. Husband has put forth an absolutely exhaustive effort to provide the court with some of the information which Husband feels may be pertinent to helping the court discern whether Husband or Wife is presenting the truth to the court. At the same time, this is probably 1/100th of the documentation which Husband possesses in support of his claims. The unfortunate outcome of the path which Wife has committed her life to, and is pursuing with reckless abandon, which caused her bankruptcy, which still makes bankruptcy eventually inevitable for me, as Wife continues to refuse any solution except for one appointed and ordered by the court.

As we are both completely broke, as recovery is realistically not even plausible for Husband, though his financial independence hopefully is, with some structured support and vocational training, leading to a technical certification or license in a progressive field, with vocational opportunities in the area which Husband resides. Continuing with this matter in the court is harmful to all parties, despite Wife's inability to stop injuring herself, and consequentially Husband, since Husband will never be able to focus, with his

handicaps (ADHD, OCPD, GAD, Sleep Disorder) as long as Husband's life is on trial, and due to Husband's financial shortcomings, and Wife's refusal to pay, Husband shall have no choice moving forward except to represent himself.

So at the end of the day, we can either continue as we have here today, for likely the next three years, forcing Husband to put recovery, rehabilitation, and all progress to rebuild his life on hold, until Husband no longer needs to "play lawyer", so that he can focus upon rebuilding some semblance of his life. Husband has serious concerns, about the proceeds from the sale being parked with the court for very long, since Wife's abusive and litigious counsel works right across the street from the courthouse, while Husband will not be in state or able to adequately defend himself.

Furthermore, Husband is absolutely terrified to drive over the Cincinnati bridge, as wife can well testify. (Husband has not driven over that bridge in a decade, and the last time Husband had a serious panic attack, and nearly passed out while driving a U-Haul with Wife.

So Husband's only options are either to take enough Xanax that he can probably drive over the bridge safely, to then need to shortly thereafter find a place to park and sleep it off, or to have someone else who can drive Husband over the bridge, of which Husband knows of no volunteers (mother is now too old for that drive). Therefore, due to these exceptionally complex and harmful consequences for both parties, to continue in court any longer, Husband asks that the court make an exceptional modification to protocol, and provide to Husband and Wife a full and final divorce, here today, upon the grounds of

irreconcilable differences, and determine as fair of a financial settlement between the parties as the court is realistically equipped with the information it has, including the exhibits provided herein. Should the court be willing to grant us a final divorce today, but require more time to review the abundance of documentation provided, which is honestly completely unbiased, and to issue said settlement in the near future, without requiring another court appearance, Husband would be very welcoming to such an outcome as well.

Despite Husband's real need for support in this matter, Husband needs even more to never need to drive back over the Cincinnati bridge, to continue this violent process against each other and our own persons. For reason of mental and physical health, I beg the court to end this once and for all today, to save us all the next three years of our lives, wrestling over breadcrumbs. Husband's requests for a settlement approximately half of what the parties previously discussed, planned, and verbally agreed upon, is outlined below, which Husband respectfully asks the court to consider granting. Should the court decide to grant less to Husband, then Husband shall find no need to object or file further motions, Husband shall gratefully accept whatever the court finds fair. Husband does request that the court not decide upon any judgment which can be modified, altered, or which leaves the door open for future litigation, by either party. Else Husband fears that this case shall perpetually carry on forever, costing both parties more than either party can financially, emotionally, and mentally afford.

Although settlements are typically reached between opposing counsel; due to the abusive manner in which Ms. Story has presented herself throughout her filings in this case,

Husband respectfully requests that the court make an exception here to help protect Husband from needing to sit with Ms. Story and endure her condescending narrative and tone. Instead Husband simply requests that the court make a full and final determination, without any further negotiations or litigation between the parties.

Therefore, should the court not find Husband's request to be in the best interest of both parties, as well as of that of the court, Husband is reasonably certain that he'll never realistically see or benefit from any of the proceeds from the sale of his home. As Wife's counsel and other demands nibble away at it, beyond the practical reach of Husband. Whereby losing his retirement savings, and everything which Husband has earned during his lifetime, which would be one final travesty to end this absolutely toxic divorce.

Yet whatever it must be, so be it. Husband just asks the court for fair and reasonable consideration, and to end this nightmare once and for all. So, Husband can focus on what lies ahead, returning from where he once came, but has been fortunate not to need to leave since reaching adulthood.

Should the court have any questions or need any information, please feel free to ask. Husband can be emailed directly at [REDACTED]. A mountain of documentation pertaining to the marriage is available upon your request.

Thank you for accepting this late filing, and earnestly considering the plethora of complex findings contained herein.

WHEREFORE, Husband would respectfully request that:

1. The court order a full and final divorce to Husband and Wife, on the grounds of Irreconcilable Differences. The Order of Protection be made permanent and that Husband be required to pay her attorney's fees for having to bring this Motion.

2. That the Temporary Order of Protection be terminated. (Husband is willing to sign a "Hold Harmless" with Wife, which can be styled to include both of our families, our employers, etc... so to protect both parties from either defaming them or publishing anything online about them, for the rest of our lives. Not requiring yearly renewal as with an Order of Protection, and also not injuring Husband's vocational potential, like an Order of Protection.

3. If for any reason the court is not willing to terminate the Temporary Order of Protection, Husband respectfully requests that it only apply to Davidson and Williamson Counties, and that it not be converted into a full order, so not to affect Husbands employment potential. (Husband's firearms are located in a friend's gun vault in Goodlettsville. Husband needs to be able to legally pick them up in the U-Haul, while driving North toward Michigan, as Husband moves there for the foreseeable future.)

4. That the court divide any proceeds remaining from the sale of the home 50/50, while ordering both parties to continue assuming responsibility for the debts in their respective names. (Whether that be by bankruptcy or however the parties can.) Husband requests that his half of the split be paid directly to his mother, "Marsha A. Fenton" [REDACTED] to help setup a trust for the future needs of Husband, educationally or otherwise. (Provided there is enough money to justify doing so.)

5. That in addition to the 50/50 split requested above, that the court repay Husband's mother, "Marsha A. Fenton" [REDACTED] \$10,000 directly out of Wife's

share of the sale proceeds, prior to paying any other debts, obligations, or creditors, except for the two mortgages. This is to reimburse Husband's mother for the expense of defending Husband against these totally unnecessary litigious claims, without even addressing the divorce yet in a conventional manner. Wife had previously assured Husband that she was finished with her litigious assaults, yet Wife still elected to execute her largest, most unfair, brilliant, but absolutely devastating legal assault upon Husband to date, again, without a moments warning. Husband therefore request the court to order Wife to repay Marsha A. Fenton for her resulting losses.

6. That at least a sum of \$21,000 be paid to Husband's mother, Marsha A. Fenton, to repay Husbands debts to her, prior to paying off any other debts, obligations or creditors, except as stated herein.

7. That the court payoff the outstanding balances to Husband's legal counsel \$8,600 to Marty Duke and \$2,579.39 to Schaffer Law Firm, directly out of Wife's share of the sale proceeds, immediately following the repayment of Husband's mother, prior to paying off any other debts, obligations or creditors, except as stated herein.

8. That the court award Husband transitional alimony, which the court automatically deducts from wife's paycheck, in the amount of \$1,000 per month, for a period of four years, and wife be ordered to have her bankruptcy plan modified to compensate for this.

9. If there are any emergencies where Wife cannot legally pay alimony for any reason, that all missed payments be added onto the end of the four years, so that the overall benefit to Husband is not diminished in the end. (With the proposed alimony of \$1,000 per

month for a period of 4 years, that would equal a total alimony to be paid by Wife to Husband, of \$48,000.)

10. That after the full four year term of alimony is paid, by Wife to Husband, after having made up for any months missed throughout, that Wife should owe Husband, no more alimony or support of any kind, ever again, regardless of Husband's health, need or any other circumstances, conditions, or factors.

11. That Wife's employer keep Husband insured, as Mr. Ken Adkisson previously promised until the end of this year, or until Wife is no longer employed with that firm, whichever comes first.

12. That afterwards, Husband be responsible for his own insurance needs, without demand or oversight by this court.

13. That the court would order that neither the Wife, nor her counsel, can further litigate, sue, or harass husband, by means of legal actions or otherwise.

14. That the court order a "do not contact" on both parties for a period of one year, regarding the other.

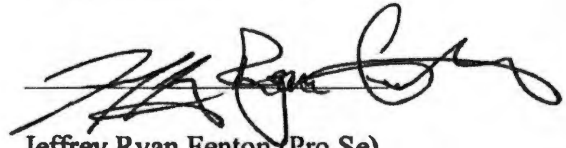
15. That both parties execute mutual lifetime "hold harmless" agreements, to include protection both to and from their families, employers, and friends, in addition to themselves.

16. The court order the auction date to be extended by a period of three-weeks after the final litigation is entered/heard in this matter, or after a 2-month moratorium is ordered by the court, forbidding anymore legal filings, until Husband has had an opportunity to complete his move to Michigan and get settled. During which time Husband

is not to be disturbed by any of the parties in this matter, so that he can focus on packing and realistically have a chance to complete it, on such a short deadline.

17. An Order be entered allowing Wife to sign any necessary listing contracts or agreements to sell the home including closing documents on behalf of she and Husband.

Respectfully submitted,

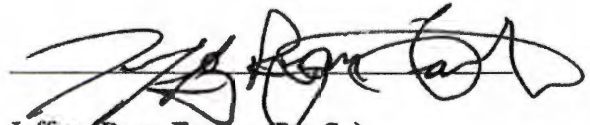


Jeffrey Ryan Fenton (Pro Se)
1986 Sunnyside Drive
Brentwood, TN 37027
jeff.fenton@live.com
(615) 837-1300

This Motion is expected to be heard on the 29th day of August, 2019 at 9:00 a.m. If no written Response to this Motion is filed and served in a time set by Local Rules of Practice, the Motion may be granted without a hearing.

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing was forwarded via email, hand-delivered, and/or first-class mail to Virginia Lee Story, Attorney for Wife, at 136 4th Avenue South, Franklin, TN 37064, on this the 29 day of August, 2019.



Jeffrey Ryan Fenton (Pro Se)

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

2019 AUG 29 AM 9:23

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. It 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.

CHANCELLOR MICHAEL W. BINKLEY
Williamson County Chancery Court

EXHIBIT - A

RE: Fenton v Fenton

Case# 48419B

82

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

183

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 complaint 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)*

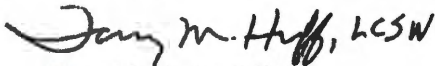
**Terry M. Huff, LCSW
5115 Maryland Way
Brentwood, TN 37027
ph: 615-627-4191**

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

186

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:

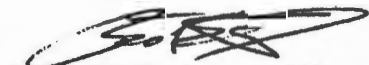
Jeffrey Fenton has been a patient under my care since 2012. He is treated for a severe Generalized Anxiety Disorder, Attention Deficit Disorder, and suffers from an Obsessive Compulsive Personality Disorder. He also has specific phobias regarding weather, driving across bridges, and flying, along with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

187

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

.189

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

190

Obsessive Compulsive Personality Disorder

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/>

Last updated: 23 Apr 2019

Last reviewed: By a member of our scientific advisory board on 23 Apr 2019

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Jeff Fenton

From: Brittany Gates <brittanyimgates@icloud.com>
Sent: Wednesday, June 19, 2019 4:16 PM
To: Jeff Fenton
Subject: Re: Sunnyside house (This whole thread, explains a lot to do with our home, Fawn's devious plans, why I couldn't trust her to sell it with a POA (to sign my name), and some significant defects in the property, which Fawn refuses to legally disclose.)

2019 AUG 29 AM 9:21
FILED FOR ENTRY

Categories: 5-Email: Present to Court

I've reached out to Virginia and we've scheduled a call for tomorrow. Once I speak to her i'd like hear your side of the case in order to prepare a counter complaint. Does 11:00 am work for your schedule if I speak to Virginia in the morning?

Brittany Gates
Attorney at Law
1616 Westgate Circle, Suite 116
Brentwood, Tennessee 37027
(615)844-6195:office
(615)844-6196:facsimile
(615)517-9490: cell phone
Sent from my iPhone

CHANCELLOR MICHAEL W. BINKLEY
Williamson County Chancery Court

EXHIBIT - C

RE: Fenton v Fenton

Case# 48419B

192

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

2019 JUN 20 AM 9:17

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

FILED FOR ENTRY _____

No. 48419B

COPY

MOTION TO DEEM HUSBAND SERVED

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 Deem Husband Served and in support of her Motion, would state as follows:

1. Wife filed her Complaint for Divorce on June 4, 2019.
2. Counsel for Wife hired a private process server, Lori Polk, to attempt personal service on Husband.
3. Ms. Polk attempted to serve Husband at his residence located at 1986 Sunny Side Drive, Brentwood, Tennessee on June 5, June 6, and June 8 to no avail. (See Affidavit of Lori Polk which was previously filed with the Court on June 11, 2019 and is attached to the Affidavit of Reasonable Efforts filed simultaneously with this Motion.)
4. Husband has installed numerous cameras around the home and posted a "No Trespassing" sign on the property. (Photo of sign is attached to Affidavit of Lori Polk.)
5. After Ms. Polk communicated that she was unable to serve Husband at the marital residence, counsel for Wife attempted service via certified mail as stated below. Counsel also mailed via U.S. first-class mail a copy of the Complaint which has not been returned by the post office. Based upon the numerous emails and texts from Husband to Wife, it is clear that Husband is aware of the Complaint and he is avoiding service. A copy of the Complaint has also been sent

to Husband via email.

6. A file-stamped copy of the Summons and Complaint for Divorce was sent to Husband via certified mail, return receipt requested, on June 11, 2019. On June 17, 2019, counsel for Wife received the return receipt for the certified mail which had been signed. The signature on the return receipt is that of an adult roommate who is currently residing with Husband.

7. Wife believes that Husband is trying to evade service.

8. That Husband be deemed served pursuant to Tennessee Rules of Civil Procedure 4.04(1) which states that service is made:

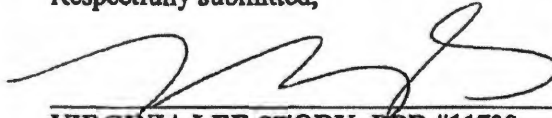
Upon an individual other than an unmarried infant or an incompetent person, by delivering a copy of the summons and of the complaint to the individual personally, or if he or she evades or attempts to evade service, by leaving copies thereof at the individuals dwelling or usual place of abode with some person of suitable age and discretion then residing therein, whose name shall appear on the proof of service, or by delivering the copies to an agent authorized by appointment or by law to receive service on behalf of the individual served.

9. That Wife has also filed an Alias Summons on June 11, 2019 requesting that service on Defendant be attempted by the Sheriff's Department. To date, the Sheriff's Department has not been successful in serving Defendant.

10. That counsel for Wife has made all attempts to obtain personal service on Defendant to no avail. (See Affidavit of Reasonable Efforts attached hereto as Exhibit 1.)

WHEREFORE, premises considered, Wife respectfully requests that this Court grant her Motion to Deem Husband Served 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 JULY 18, 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 by certified mail, first-class mail, and email to Jeffrey Ryan Fenton at Jeff@Meticulous.tech and 1986 Sunny Side Drive, Brentwood, TN 37027 on this the 20th day of June, 2019.



VIRGINIA LEE STORY

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

FAWN ██████████ FENTON,)
Plaintiff/Wife,)
)
vs.) No. 48419B
)
JEFFREY RYAN FENTON,)
Defendant/Husband.)

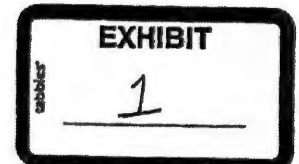
AFFIDAVIT OF REASONABLE EFFORTS

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. On June 4, 2019, I filed a Complaint for Divorce on behalf of my client, Fawn ██████████ Fenton.
3. That I have sent a file-stamped copy of the Summons and Complaint to Defendant on June 12, 2019 via certified mail.
4. That I received a signed return receipt for the Summons and Complaint on June 17, 2019.
5. That upon information and belief the signature on the return receipt is that of an adult roommate that is currently residing with Defendant. Pursuant to Tennessee Rules of Civil Procedure if a party is avoiding service, the service may be accepted by an adult living in the home.
6. That I have also attempted personal service via a private process server, Lori Polk, who attempted service on three separate occasions to Defendant's residence to no avail (see attached Affidavit of process server). After the process was attempted, Husband posted signs that he would prosecute those entering the property.
7. The Defendant is clearly evading service of the Summons and Complaint for Divorce. In 2018, Plaintiff filed for Divorce and Defendant avoided service for several months costing her enormous expense and wasting considerable time. The Defendant has installed video

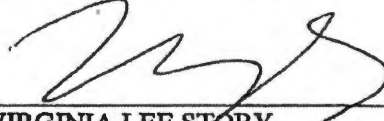
196



and audio surveillance, blackout window shades, and physical gates and barriers specifically for the purpose of detecting and avoiding personal service.

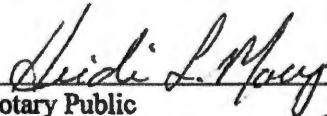
8. That Defendant should be deemed served pursuant to Tennessee Rule of Civil Procedure 4.04(1) so this matter may proceed to conclusion. This notice has been sent to the Defendant/Husband via regular mail and via certified mail with a copy of the Complaint. The Sheriff's Department now has the Complaint for Service as well as the Order of Protection.

FURTHER AFFLIANT SAITH NOT.



VIRGINIA LEE STORY

SWORN to and subscribed before me this 20th day of June, 2019.



Notary Public
My Commission Expires: 6-19-2024



IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

FILED
WILLIAMSON COUNTY
CLERK & MASTER

2019 JUN 11 PH 1:04

FAWN ██████████ FENTON,
Plaintiff/Wife,

v.

JEFFREY RYAN FENTON,
Defendant/Husband.

)
)
)
)
)
)
)

No. 48419B

FILED FOR ENTRY _____

COPY

AFFIDAVIT OF LORI POLK

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Comes now, LORI POLK, after being duly sworn, does state as follows:

1. I am over 18 years of age and have personal knowledge of the facts set forth herein.
2. I am a private process server in the State of Tennessee.
3. On June 5, 2019, I was retained by Virginia Story to personally serve the Summons and Complaint in the above-captioned matter on Defendant, Jeffrey Ryan Fenton.
4. On June 5, 2019 at 7:49 p.m., I went to Mr. Fenton's home address located at 1986 Sunny Side Drive, Brentwood, TN 37027 to personally serve Mr. Fenton with the Summons and Complaint. I knocked on Mr. Fenton's front door and got no answer. The lights were on inside the house. I knocked on the back door of the residence and got no answer. Some lights came on at the back of the property. I noticed that the property is under video and audio surveillance.
5. On June 6, 2019 at 1:34 p.m., I went to Mr. Fenton's home again to serve the papers. I could not approach the front door as the access to the stairs leading up to the front door and porch was newly chained and had a sign posted stating "No Entry."
6. On June 8, 2019 at 9:04 a.m., I went to Mr. Fenton's home again to serve the papers. I walked partially up the driveway towards the residence and noticed a sign posted on the property. Attached is copy of a photograph of the sign. From both the No Entry sign by the front door and the sign next to the driveway posted by the occupant, it is my belief that Mr. Fenton is avoiding service.

Further Affiant saith not.

Lori Polk
LORI POLK

Sworn to and subscribed before me on this 11th day of June, 2019.



Heidi L. Macy
Notary Public
My commission expires: 6-19-22

Filed Return 6-11-19

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 Avoiding Service

3. I acknowledge being served with this summons on the date indicated below:

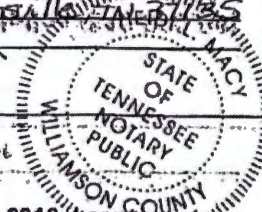
DATE OF SERVICE: June 8, 2019

SIGNATURE OF WITNESS, OFFICER OR ATTORNEY: John Polk

ADDRESS OF PROCESS SERVER (TRCP 4.01): 2801 Sanford Road, Nolensville, TN 37135

Signature of Notary Public or Deputy Clerk: Andi J. Macy

Commission Expires: 6-19-22



RETURN ON SERVICE OF SUMMONS BY MAIL

I hereby certify and return that on the _____ day of _____, 2019, 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 _____, 2019. I

received the return receipt, which had been signed by _____ on the _____ day of _____, 2019. 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 _____, 2019.

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.

CLERK & MASTER

For ADA assistance, please call ADA coordinator: 615-790-5428

STATE OF TENNESSEE

WILLIAMSON COUNTY CLERK OF COURT
SUMMONS

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE

FILED FOR ENTRY

FAWN ██████████ FENTON
Plaintiff

CIVIL ACTION NO. 48419B

vs.

Service By:
 Sheriff
 Attorney
 Sec. Of State
 Comm. of Insurance

JEFFREY RYAN FENTON
Defendant

To the above-named Defendant:

Jeffrey Ryan Fenton
1986 Sunny Side Drive
Brentwood, TN 37027

You are hereby summoned and required to serve upon Virginia L. Story, Esq., Plaintiff's attorney, whose address is 136 Fourth Avenue South, Franklin, Tennessee 37064, 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 4 day of June, 2019.

Signature of Jacqueline Edwards
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 1666, Franklin, TN 37065.

RETURN TO CLERK & MASTER



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
of government representatives, agents when responding to an alarm or alarm 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 COURTESY has DUNEI: www.TennesseeTrespassing.com
Audio & Video Surveillance In Use! Violators will be Held Accountable & Legally Responsible.

WILLIAMSON COUNTY
CLERK & MASTER

2019 AUG 29 AM 9:21

FILED FOR ENTRY _____

Welcome

to

Sunny Side!

CHANCELLOR MICHAEL W. BINKLEY
Williamson County Chancery Court

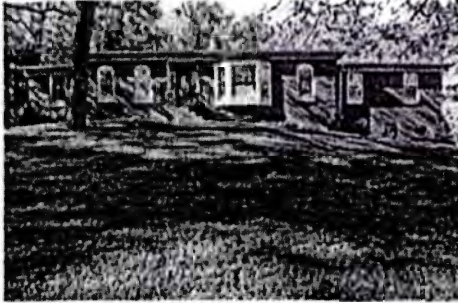
EXHIBIT - D

RE: Fenton v Fenton 203

Case# 48419B

203

ListingDetailReportHeader



Residential
 Status Closed
 Type Site Built
 Address 1986 Sunnyside Dr
 County Williamson
 Lot Number
 MLS No. 1220084
 Area 10
 Er/Ea Exc. Right to Sell
 City Brentwood
 Sub/Dev Sunny Side
 Tax ID 013J A 035.00
 List Price **\$360,000**
 Media
 Zip 37027
 MLS Map
 Deed Book/Page 4743/715
 Directions FROM NASHVILLE* SOUTH ON HILLSBORO RD, LEFT ON SUNNYSIDE DR, 1986 IS ON THE RIGHT

General Information

Style Ranch	Stories 1.00	Year Built 1977 / Approximate
Acres 1.470	Acreege Source	Completion
Total Rooms 9	Size 150.0 x 434.0	Assoc Fee \$ /mo
Constr All Brick / Wood	Lot Wooded	Basement Partial / Unfinished
Driveway Aggregate	Floors Carpet / Finished Wood / Tile /	Garage 2 / Attached - SIDE
Community Amenities	Waterfront /	Roof Composition Shingle

Rooms and Dimension Information

Liv 15X13 / Formal	Rec 25X33 / Over Garage	Bed 1 15X13 / Full Bath
Din 13X12 / Formal	Hobby /	Bed 2 12X11 /
Kit 15X12 / Eat-In	Other /	Bed 3 13X13 /
Den 19X13 / Fireplace	Other /	Bed 4 12X11 /
		Finished Square Feet (est)
	Bedrooms	Main 2579
	Full Baths	Second
	Half Baths	Third
		Basement
		Total 2579
		Est. SqFt. Source Tax Record

Office and Showing Information

Show Call Showing Center
 Agent John Taylor (Ph: 615-794-0833 ext 6035)
 Listing Office Zettlin & Co., Realtors (Ph: (615) 794-0833)
 Appt Phone (615) 327-0101
 Subagency 0
 Remarks: ALL BRICK RANCH*CUL-DE-SAC LOCATION*HUGE BEDROOMS & BONUS ROOM*9FT CEILINGS & CROWN MOLDING IN. LIVING RM, DINING RM, & FOYER*HEATED FLR IN GUEST BATH*PRIVATE WOODED LOT*CONVENIENT TO NASHVILLE, BRENTWOOD & FRANKLIN

Owner Name
 CoList Agent (Ph:)
 CoList Office (Ph:)
 Buyer Broker 3
 Facilitator 3
 Open House

Schools and Utilities

Elem1 <u>Grassland Elementary</u>	Elem2	Middle/JR <u>Grassland Middle School</u>	High <u>Franklin High School</u>
Water City Water	Sewer Septic Tank	Cool Electric / Central	Heat Gas / Central

Features

Appliances	Interior Features	Exterior Features	Miscellaneous
Range Cooktop / Electric	Firepl 1	Fence	Handicap
Oven Double Oven / Electric	Drapes	Patio/Deck Deck	Energy Storm Doors / Storm Windows /
	Master Bath Sep. Shower/Tub / Ceramic	Pool	Green Cert
Other Dishwasher	Other Ceiling Fan / Extra Closets / Utility Connection /	Other Garage Door Opener	Other Cable TV

Financing and Taxes

Acceptable Buyer Financing FHA / Other / VA / Taxes \$1,461

MLS Information

Photo None
 List Date Sep 27 2010
 Poss Date of Deed
 Realtor Remarks: BUYER OR BUYER AGENT TO VERIFY SCHOOL ZONING AND ANY OTHER PERTINENT INFORMATION

Comparable Information

Sales Agent <u>Jeff Fenton</u>	Co-Sales Agent	Days On Mkt 205
Sales Office <u>Benchmark Realty, LLC</u>	Co-Sales Office	Presale No
Seller Participation 4000	Closing Date 4/29/2011	Orig. List Price \$360,000
Terms Conventional	Pending Date 4/20/2011	Sales Price \$350,000

Requested by: Jeff Fenton

Information believed to be accurate but not guaranteed. Buyers should independently verify all information prior to submitting any offer to purchase.

RealTracs Solutions
 Report Date: 4/29/2011

204

CRS - Property Report for Parcel Tax ID 013J A 035.00

Page 1 of 3



Tuesday, September 27, 2011

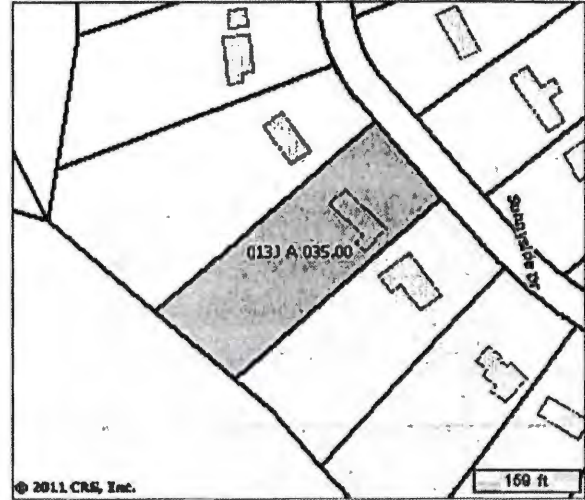
Property Report

1986 Sunnyside Dr, TN
Williamson County, TN parcel# 013J A 035.00

Property Report

Location
Property Address | 1986 Sunnyside Dr
TN
Subdivision | Sunnyside Est Sec 3
County | Williamson County, TN

Current Owner
Name | Fenton Jeffrey R Fenton Fawn T
Mailing Address | 1986 Sunny Side Dr
Brentwood, TN 37027-5404



Property Summary
Property Type | Residential
Land Use | Residential
Improvement Type | Single Family
Square Feet | 2579 sf...

General Parcel Information
Parcel/Tax ID | 013J A 035.00
Special Int | 000
Alternate Parcel ID
Land Map | 013N
District/Ward
Census Tract/Block

Sales History through 09/02/2011

Date	Amount	Buyer/Owners	Buyer/Owners 2	Instrument	Quality	Book/Page or Document#
04/29/2011	\$350,000	Fenton Jeffrey R		Warranty Deed		5313/452 11015616
02/20/2009		Terrell Mangel Jerome		Quit Claim Deed		4743/715
07/08/2005	\$253,000	Terrell Jerome & Etux Colette Keyser		Accepted Warranty Deed Sale	Completely Qualified	3615/152
08/07/1998	\$228,000	Bond Melner R & Etux Kimala K		Accepted Warranty Deed Sale	Completely Qualified	1708/576
05/18/1989	\$125,950	Sweitzer Robert J & Etux Michelle L		Non-Qualfd Warranty Deed Sale	Completely Qualified	836/702
01/01/1978	\$86,500			Non-Qualfd Warranty Deed Sale	Completely Qualified	318/97

Tax Assessment

Appraisals	Amount	Taxes	Amount	Jurisdiction	Rate
Tax Year	2010	City Taxes	\$0		
Appraised Land	\$60,000	County Taxes	\$1,461.65	Williamson	2.310
Appraised Improvements	\$193,100	SSD Taxes	\$0		
Total Tax Appraisal	\$253,100	Total Taxes	\$1,461.65		
Total Assessment	\$63,275	Exempt Amount			
		Exempt Reason			

205

<http://taxdata.realtracs.net/RealEstate/eval/propertyreport.aspx?p=HIj8WuMSXDaS9T9xHTCtUB...> 9/27/2011

Mortgage History

Date	Loan Amount	Borrower	Lender	Book/Page or Document#
4/29/2011	\$280,000	Fenton Fawn Fenton Jeffrey R	Renasant Bank	5313/455 11015617
4/29/2011	\$50,000	Fenton Fawn T Fenton Jeffrey R	Bancorp South Bank	5313/469 11015618
3/19/2010	\$55,000	Terrell Mangel Jerome Keyser Colette	First Tennessee Bank National Association	5033/1 10010447
2/20/2009	\$235,000	Terrell Mangel Jerome Keyser Colette	Suntrust Bank	4743/717 09008279
7/8/2005	\$37,950	Terrell Jerome Keyser Colette	Suntrust Bank	3615/171 05031674
7/8/2005	\$202,400	Terrell Jerome Keyser Colette	Suntrust Bank	3615/155 05031673
10/9/2003	\$173,050	Bond Melner R Bond Kimala K	First Horizon	3049/284 03582901
8/7/1998	\$182,400	Bond Melner R Iii Bond Kimala K	Amsouth Bank	1708/0576
8/4/1997	\$15,000	Sweitzer Robert H & Michelle L	Nationsbank	1561/728
5/28/1997	\$30,500	Sweitzer Robert J Etux	Nashville Bank Of Commerce	1532/258
7/12/1996	\$15,181	Sweitzer Robert & Michelle	Nationsbank	1424/697
2/29/1996	\$8,652	Sweitzer Robert J & Michelle L	Nationsbank	1378/624
12/21/1995	\$10,000	Sweitzer Robert J & Michelle L	Nationsbank	1361/107

Property Characteristics: Building

Building #	Type	Condition	Sq Feet	Year Built	Effective Year	BRs	Baths	Rooms	Stories	Units
1	Single Family		2579	1977	1996				1	1

Building Square Feet (Living Space)			Building Square Feet (Other)		
First Story (Base)			Basement (unfinished)		
2579			621		

Construction

Quality	Stair-Step Design	Roof Framing	Gable And Hip
Shape		Roof Cover Deck	Composition Shingle
Partitions		Cabinet Millwork	Above Average
Common Wall	None	Floor Finish	Carpet Combination
Foundation	Continuous Footing	Interior Finish	Panel'g Plast-D Wall
Floor System	Wood W/ Sub Floor	Air Conditioning	
Exterior Wall	Brick	Heat Type	Heat & Cooling Split
Structural Framing	None	Bathroom Tile	Floor & 1/2 Wall
Fireplace	1	Plumbing Fixtures	8

Other

Occupancy	Vacant	Building Data Source	Inspection
-----------	--------	----------------------	------------

Property Characteristics: Extra Features

Feature	Size or Description	Year Built	Condition
Drwy	C G		
Patio	12X14	1977	
Frpl		1996	

Property Characteristics: Lot

Land Use	Residential	Lot Dimensions	150.00 x 434.00
Block/Lot	/29	Lot Square Feet	
Latitude/Longitude	36.019077°/-86.874929°	Acreage	

Property Characteristics: Utilities/Area

Gas Source		Road Type	
Electric Source		Topography	
Water Source		District Trend	
Sewer Source		Special School District 1	
Zoning Code		Special School District 2	

206

<http://taxdata.realtracs.net/RealEstate/eval/propertyreport.aspx?p=HIj8WuMSXDAs9T9xHTCtUB...> 9/27/2011

CRS - Property Report for Parcel Tax ID 013J A 035.00

Owner Type

Legal Description

Subdivision

Block/Lot

District/Ward

Tuesday, September 27, 2011

Sunnyside Est Sec 3

/29

Plat Book/Page

Description

5/67

1986 Sunnyside Dr, TN
Williamson County, TN parcel# 013J A 035.00

COPYRIGHT © 2011 COURTHOUSE RETRIEVAL SYSTEM. ALL RIGHTS RESERVED.
Information Deemed Reliable But Not Guaranteed.
Contact Realtracs at 615-385-0777 for Help.

<http://taxdata.realtracs.net/RealEstate/eval/propertyreport.aspx?p=Hij8WuMSXDAs9T9xHTCtUB...> 207 9/27/2011

VISTA



ADVANCED SECURITY AND ALARM COMMUNICATIONS
FOR TODAY'S HOMEOWNER

The Secure Connection

CHANCELLOR MICHAEL W. BINKLEY
Williamson County Chancery Court

Honeywell

EXHIBIT - E

RE: Fenton v Fenton

Case# 48419B

208

PROTECTED...AND CONNECTED!



ADVANCED COMMUNICATIONS

Thanks to Honeywell's VISTA security system, you can make sure that the most reliable technology is protecting your property and the people you love. VISTA can communicate alarm signals with more than just a phone line—giving you more flexibility by using the Internet and GSM wireless radios as either the primary or backup method of alarm transmission. It's a great solution for cell phone-only homes or people that rely on Voice Over IP (VoIP) digital telephone service.

VISTA's built-in communicators can provide you with enhanced security by alerting you when a child comes home from school, if a valuable object has been moved, if extreme temperature is detected and more. VISTA is a system that provides added reliability, security and convenience. It's simply the best way to stay protected...and connected.



VISTA provides a range of options that keep you aware of what's going on in and around your home and provide you with the peace of mind and protection you deserve. Choose from:



- Keypads that are easy to use and put security at your fingertips. Choose from standard or wireless versions, keypads that speak, or sleek graphic touchscreens that match any décor and double as digital picture frames.
- Fire and Life Safety Products including professionally installed wireless smoke, heat and carbon monoxide detectors that are connected to your alarm system and can be monitored 24 hours a day.
- Remote Controls that let you arm and disarm your security system from a distance, activate panic alarm and control lights and garage doors
- Environmental Sensors to help prevent spoilage, damage from flood and extreme temperatures. They're ideal for basements, bathrooms, kitchens, freezers and laundry rooms.
- Wireless Indoor Theft Prevention Sensors that alert you when an attempt is made to move or disturb valuable objects within your home, including flat screen TVs, heirlooms, paintings and more—even when the system is disarmed
- Wireless Outdoor Motion Sensors that alert you when someone is on your property. They are ideal for sheds, garages, pool areas and driveway alerts.
- Glassbreak Detectors provide shatter and shock protection for your windows to further enhance your perimeter protection



TOTALLY CONNECTED!

You can opt to combine your security system with Honeywell's Total Connect Remote Services, which let you utilize the Internet and various mobile devices to view live video and receive updates about activity in and around your home wherever you are.

- If flood or extreme temperature change is detected, if motion is sensed in a specific indoor or outdoor area or if a protected asset is moved, you can receive e-mail alerts and notification via your PC or laptop, iPhone®, iPad™, cell phone or BlackBerry®. A free, convenient Apple® iPhone App is also available.



- The system can be customized to trigger an alarm in several ways, including sending a message, recording from a video camera or chiming a keypad
- Multiple account capability—lets you monitor vacation homes, investment properties and businesses with one log-in

Apple, iPhone and iPad are trademarks of Apple Inc. All other trademarks are properties of their respective owners.

For more information:

www.honeywell.com/security/hsc

Automation and Control Solutions

Honeywell Security & Communications

2 Corporate Center Dr. Suite 100

P.O. Box 9040

Melville, NY 11747

1.800.467.5875

www.honeywell.com

Honeywell

L/VISTA/EUR/D
April 2010
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... 211

Jeff Fenton

From: Jacob [jacob@geoarm.com]
Sent: Monday, June 13, 2011 9:15 AM
To: 'Jeff Fenton'
Subject: RE: Large Residential Honeywell Security Order

Jeff,

Here is the updated list. Simply write in the comments section of your order that "I agree to an additional charge to this credit card of \$3,605.04 for the parts as agreed upon in the email with Jacob."

PART	PRICE	QUANTITY	TOTAL
21IP Hybrid KIT	299.99	1	299.99
6272CSV	295.99	1	295.99
5828V	142.99	1	142.99
5800RP	109.99	1	109.99
Transformer	17.99	1	17.99
5804BDV	123.99	2	247.98
5800WAVE	107.99	1	107.99
748 Ademco	39	1	39
702 Ademco	27.99	1	27.99
5808W3	89.99	6	539.94
5800CO	114.99	2	229.98
5821-470PB	73.99	1	73.99
5853	99.99	5	499.95
FG701	64.99	1	64.99
5800PIR-RES	92.99	5	464.95
5800PIR-OD	274.99	1	274.99
5816WMWH	41.99	5	209.95
5814	59.99	5	299.95
5802MN2	56.99	1	56.99

NO Tax, Free Shipping

Total = \$4,005.59

-10% Discount (\$400.55)

Total = \$3,605.04

Jacob McAuliffe

Business Development

GeoArm Security Solutions

1133 Old Okeechobee Rd.

8/14/2011

212

West Palm Beach, FL 33401

Phone #: (561) 209-2550 ext. 102

Fax #: (561) 655-4423

www.alarmclub.com

www.geoarm.com

From: Jacob [mailto:jacob@geoarm.com]
Sent: Friday, June 10, 2011 10:02 AM
To: 'Jeff Fenton'
Subject: RE: Large Residential Honeywell Security Order

Jeff,

I had to redo the math so here is the correct list:

PART	PRICE	QUANTITY	TOTAL
21IP Hybrid KIT	299.99	1	299.99
6272CSV	295.99	1	295.99
5828V	142.99	1	142.99
5800RP	109.99	1	109.99
Transformer	17.99	1	17.99
5804BDV	123.99	2	247.98
5800WAVE	107.99	1	107.99
748 Ademco	39	1	39
702 Ademco	27.99	1	27.99
5808W3	89.99	6	539.94
5800CO	114.99	2	229.98
5821-470PB	73.99	1	73.99
5853	99.99	5	499.95
FG701	64.99	1	64.99
5800PIR- RES	92.99	5	464.95
5800PIR-OD	274.99	1	274.99
5816WMWH	41.99	5	209.95
5814	59.99	5	299.95

NO Tax, Free Shipping

Total = \$3,948.60

-10% Discount (\$394.86)

Total = \$3,553.74

8/14/2011

213

If you are ready to place the order, I will have you order the monitoring service plan you want on the website here:

<http://www.geoarm.com/alarmnet-internet-alarm-monitoring.html>

and then in the comments section of the order, write that you agree to a charge of 3553.74 as per the equipment list in this email.

Jacob McAulliffe

Business Development

GeoArm Security Solutions

1133 Old Okeechobee Rd.

West Palm Beach, FL 33401

Phone #: (561) 209-2550 ext. 102

Fax #: (561) 655-4423

www.alarmclub.com

www.geoarm.com

From: Jeff Fenton [mailto:Jeff@FentonMall.com]
Sent: Thursday, June 09, 2011 5:26 PM
To: <Jacob@geoarm.com>
Subject: Re: Large Residential Honeywell Security Order

Free shipping and no sales tax, right?

Sent from my iPhone

On Jun 9, 2011, at 3:32 PM, "Jacob" <jacob@geoarm.com> wrote:

Jeff,

Because of the size of your order, I am authorized to offer you our maximum discount of 10%.

I added our price for the 5828V (\$142.99). I also matched the HSS prices on the two items not listed on our website, the 6272CSV and the 748 Siren.

8/14/2011

214

I also added a transformer for the 5800RP (\$17.99) which I recommend for your order.

The total (you may need to check my math) comes to \$3883.61. With our 10% discount, the total price for the order would be \$3495.25. This is practically cost for the equipment, but our goal is to retain happy monitoring clients. Yes, the magnets are included with the equipment. If you have any additional questions, or want to go ahead with placing the order, just let me know so I can assist you.

Jacob McAuliffe

Business Development

GeoArm Security Solutions

1133 Old Okeechobee Rd.

West Palm Beach, FL 33401

Phone #: (561) 209-2550 ext. 102

Fax #: (561) 655-4423

www.alarclub.com

www.geoarm.com

From: Jeff Fenton [mailto:Jeff@FentonMall.com]
Sent: Thursday, June 09, 2011 12:31 PM
To: Jacob@GeoArm.com
Subject: Large Residential Honeywell Security Order
Importance: High

Hello Jacob,

Please find attached a list of Honeywell equipment that I'm going to purchase. If your company can match the prices of the Home Security Store, then I'll gladly give your company the entire order (along with a 3 year monitoring contract with Total Connect), otherwise I'll have to go with what makes the most sense financially.

I want to place this order ASAP, so please let me know what your company is willing to do.

8/14/2011

225

Thanks.
Jeff Fenton
(615) 837-1301

<image001.jpg>

Confidentiality Notice:

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8/14/2011

216

CHANCELLOR MICHAEL W. BINILEY
Williamson County Chancery Court

EXHIBIT - F

RE: Fenton v Fenton

Case# 48419B

WILLIAMSON COUNTY
CLERK & MASTER

2019 AUG 29 AM 9:20

FILED FOR ENTRY_____

Live Office Video Feed

Take a LIVE look into our office in real time! If you see us online then we are READY and able to help! Give us a call for a free consultation on moving forward with your project! Office: (615) 837-1300. Mobile: (615) 837-1301 (ask for Jeff).

Internet Explorer does not support this video format, please use Firefox, Chrome, or Safari.



Office Feed Hours: Monday - Friday (8 am - 4 pm)
Audio is Disabled for Personal & Professional Privacy

4

... 217

Datasheet  Dome IP Camera**ZAVIO****D3100 720p Megapixel Mini Dome IP Camera**

- Megapixel 720P HD resolution
- Multiple H.264, Motion JPEG and MPEG-4 video streams
- MicroSD card slot
- Power over Ethernet
- Ultra-compact
- Screwless 3-axis angle adjustment for easy installation on wall or ceiling

- Megapixel CMOS image sensor
- Multiple H.264, Motion JPEG, MPEG-4 and 3GPP video streams
- 30 fps in 1280 x 800
- F1.8 fixed lens , 4.0 mm
- F2.0 fixed lens , 2.8 mm (option)
- Two-way audio and built-in microphone
- Micro SD card slot storage
- Power over Ethernet (IEEE 802.3af)
- 1 x alarm input, 1 x alarm output
- RTC with built-in battery
- SSL v3 advanced HTTPS encryption
- Full support for Firefox, Safari, Chrome and Mac OS
- Supports Samba network storage
- 32 channel ZAVIO CamGraba NVR software
- 3GPP mobile surveillance
- Multi-lingual user interface

WWW.ZAVIO.COM

218

Datasheet 2 Dome IP Camera

ZAV D3100 Mini Dome IP Camera

Technical Specifications

Camera

Models	D3100 Mini Dome IP Camera
Image sensor	1/4" progressive scan megapixel CMOS sensor
Lens	F1.8 fixed lens, 4.0 mm F2.0 fixed lens, 2.8 mm (option)
Angle of view	53° horizontal 81° horizontal (option)
Digital zoom	10x digital
Min Illumination	0.2 Lux at F1.8
Shutter time	1/2 ~ 1/10000 sec
Pan range	± 172°
Tilt range	± 79°
Rotation	± 180°

Video

Video compression	Motion JPEG MPEG-4 part 2 (ISO/IEC 14496-2) simple profile H.264 baseline profile
Resolutions	Motion JPEG: 5 resolutions from 1280 x 800 to 160 x 120 via API, 5 selections via configuration web page MPEG-4: 5 resolutions from 1280 x 800 to 160 x 120 via API, 5 selections via configuration web page H.264: 5 resolutions from 1280 x 800 to 160 x 120 via API, 5 selections via configuration web page
Frame rate	Motion JPEG: Up to 30 fps at 1280 x 800 MPEG-4: Up to 30 fps at 1280 x 800 H.264: Up to 30 fps at 1280 x 800
Video streaming	Simultaneous Motion JPEG, MPEG-4, H.264 and 3GPP (4 streams) Controllable Frame rate and bandwidth Support Unicast and Multicast Support 3GPP/ISMA RTSP (Real Time Streaming Protocol)
Image settings	Brightness, contrast, saturation WDR enhanced Rotation: mirror, flip, mirror flip Overlay capabilities: time, date, text and privacy image

Audio

Audio streaming	Two-way (full duplex)
Audio compression	G.711 μ law, a law, AMR

Network

Security	Multiple user access levels with password protection, HTTPS encryption
Supported protocols	Bonjour, TCP/IP, DHCP, PPPoE, ARP, ICMP, FTP, SMTP, DNS, NTP, UPnP, RTSP, RTP, HTTP, TCP, UDP, 3GPP/ ISMA RTSP
Users	10 simultaneous users Unlimited number of users using multicast

Alarm and Event Support

Alarm input	Alarm input 5V DC
Alarm and event management	Input: alarm buffer, motion detection, audio detection Output: network storage, FTP, SMTP, pre-and post alarm buffer

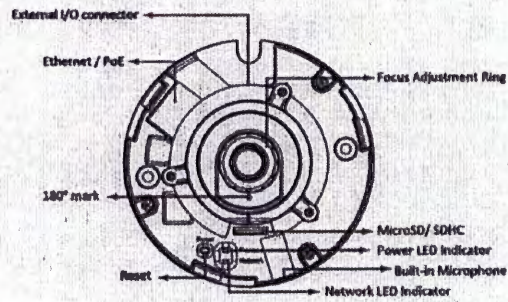
System

Connectors	RJ-45 Ethernet 10/ 100 Base-T Reset button 6pin cable for 1 alarm input, 1 output, 1 Line in, 1 Line out
Local storage	MicroSD card slot
General	
Casing	Top: PC+ABS casing; Bottom: Aluminum casing
Power	IEEE 802.3af PoE Class 1
Operating conditions	0 ~ 50 °C (32 ~ 122 °F)
Installation, management, and maintenance	ZAVIO camera management tool on CD and web-based configuration. Configuration of backup and restore firmware upgrades
Minimum web browsing requirement	Pentium 4 2.8GHz (or equivalent AMD) 256MB RAM graphic cards (or equivalent on-board graphic cards) 1G RAM Window 2000, 2003, XP, Vista or Windows 7 Mac OS Leopard 10.5 or later
Dimensions (HxWxD)	60.6 x 99 (φ)mm (2.4" x 3.9")
Weight	285g (0.63lb) excl. power supply
Included accessories	Quick Installation Guide, CD (IP Surveillance Software, Intelligent IP Installer, User Manuals, and Language Pack), mounting and connector kits, focus adjustment
Certification	CE, FCC, RoHS

Integration

Video management software	IP Installer & Video management software— ZAVIO CamGraba for viewing, recording and archiving up to 32 cameras
----------------------------------	----------------------------------------------------------------------------------------------------------------

Physical Description



ZAVIO Inc. | 2F., No.13, Yanfa 2nd Rd., East Dist., Hsinchu City 300, Taiwan
TEL: 886-3-579-0275 | FAX: 886-3-668-6845 | E-Mail: sales@zavio.com

219

Jeff Fenton

From: info@cctvcamerapros.net
Sent: Friday, March 15, 2013 1:00 PM
To: Business@MeticulousMarketing.com
Subject: CCTV Camera Pros Order Confirmation

CCTV Camera Pros
www.cctvcamerapros.com



CustomerID# 26665

Thank you for your order. Your order number is 29437, placed 03/15/2013 at 02:00PM.

Bill To:

Jeff Fenton
1986 Sunny Side Drive
Brentwood, TN 37027
United States
(615) 837-1300
Business@MeticulousMarketing.com

Ship To:

Jeff Fenton
1986 Sunny Side Drive
Brentwood, TN 37027
United States
(615) 837-1300

Payment Info:

PayPal

Shipping Method:

Free Shipping (UPS Ground)

Order Details:

Code	Item	Qty	Price	Grand Total
Zavio-D3100	Zavio D3100 1 Megapixel Mini Dome Network IP Camera, Indoor, PoE H.264	1	\$219.99	\$219.99
POE-12V48	POE-12V48 Power Over Ethernet for IP Camera, PoE Midspan Injector	1	\$29.99	\$29.99

Subtotal: \$249.98

Tax: \$0.00

Shipping Cost: \$0.00

Grand Total: \$249.98

Thank you for shopping at CCTV Camera Pros! We appreciate your business!
Visit us again at <http://www.cctvcamerapros.com>

IMPORTANT NOTE: It is recommended that you test all cameras and cables prior to installation. It is not often, but does happen from time to time that parts are damaged in shipping. To save you time, please test before installing.

Are you a CCTV Installer? CCTV Camera Pros wants to refer business to you. We are looking for local installation partners to refer business to. Click here to learn more and to sign up: [CCTV Installer Directory](#)

Technical Support Links - Please click below for our support pages and other useful resources.

- [Support & Knowledge Base](#)
- [Support Forums](#)

Connect with Us - CCTV Camera Pros posts articles, online tools, and surveillance product information on these pages and apps.

- [CCTV Blog](#)
- [Facebook Page](#)
- [YouTube Channel](#)
- [Twitter Feed](#)
- [Download our Free iPhone App](#)
- [Download our Free Android App](#)

Thank You for your Business!

3/15/13

Payment Receipt - PayPal

CCTV Camera Pros

Payment Receipt

PayPal transaction number
7HG17698XP3785638

Total
\$249.98 USD

We'll send a confirmation email to Sales@MeticulousMarketing.com. This transaction will appear on your statement as PayPal *CCTVCAMERAP.

Paid to
CCTV Camera Pros
sales@cctvcamerapros.com
888-849-2288 x 1

Shipped to
Jeff Fenton
1986 Sunny Side Drive
Brentwood, TN 37027
United States

Your shopping cart

Description	Price	Quantity	Amount
Order Number 29437 2911	\$249.98	1	\$249.98
		Item total	\$249.98
		Tax	\$0.00
		Total	\$249.98 USD

222

https://www.paypal.com/us/cgi-bin/webscr?cmd=_flow&SESSION=f3N3aomlQyHuWJmBtrGQWwRJI978gWDcrlYg7nBVPycPVHTNCTWGEIg80&dispatch=5... 1/1

12/29/2014 6:24 AM

PayPal Website Payment Details - PayPal

Transaction Details

Web Accept Payment Sent (Unique Transaction ID #7HG17698XP3785838)

Original Transaction				
Date	Type	Status	Details	Amount
Mar 15, 2013	Payment To CCTV Camera Pros	Completed	...	-\$249.98 USD


Related Transaction				
Date	Type	Status	Details	Amount
Mar 15, 2013	Charge From Credit Card	Completed	Details	\$249.98 USD

Business Name: CCTV Camera Pros (The recipient of this payment is Verified)
Email: sales@cctvcamerapros.com

Total amount: -\$249.98 USD
Fee amount: \$0.00 USD
Net amount: -\$249.98 USD

Item amount: \$249.98 USD
Sales Tax: \$0.00 USD
Shipping: \$0.00 USD
Handling: \$0.00 USD
Quantity: 1

Item Title: Order Number 29437
Item Number: 29437
Date: Mar 15, 2013
Time: 13:04:56 CDT
Status: Completed

Shipping Address: Meticulous Marketing LLC
 1986 Sunny Side Drive
 Brentwood, TN 37027
 United States
 Confirmed 

Business Contact Information

Customer Service URL: <http://www.cctvcamerapros.com>
Customer Service Email: sales@cctvcamerapros.com
Customer Service Phone: 888-849-2288 x1

Funding Type: Credit Card
Funding Source: \$249.98 USD - American Express Card XXXX-XXXXXX-X1007

This credit card transaction will appear on your bill as "PAYPAL *CCTVCAMERAP*"

Description: CCTV Camera Pros

[Return to Log](#)

223

11/16/2015 6:20 PM

(PNG Image, 949 x 780 pixels) - Scaled (99%)

My Security Sign®

My Account Customer Service Free Shipping (800) 952-1457

Cart 0 Item, \$0.00 + \$25.00 until free shipping.

Search Chat Offline Leave a message

Home Custom No Trespassing Private Property Video Surveillance No Soliciting Security Camera Beware of Dog Designer

Home > Private Property Signs > Designer Private Property Signs > K-7395

FILED FOR ENTRY _____



Private Property, STOP No Trespassing, No Exceptions!
24" x 18" Signature Sign™

Select Color



Select Color: **Green Reversed**

Quantity: 1 Sign

Add to Cart

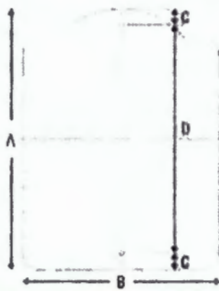
Package: 1 Sign • Price per Sign
Minimum Qty. 1 • Order in multiples of 1 Sign

1	2	3	5	20	40
\$47.29	\$43.99	\$41.79	\$40.69	\$38.49	\$36.29

zoom embed



Part# K-7395
Size 24" x 18" (H x W)



Size	A	B	C	D
18"x24"	24"	18"	1.5"	21"

Hide Specifications

Part# K-7395
Size 24" x 18" (H x W)
Package 1 Sign
Material Aluminum Architecturally Designed Signs [BZ-DZ]
Material Features
Printing Technique Digital

- Signs are printed onto 80 mil, rust-proof aluminum.
- Signs have a distinctive shape that creates a professional look. These are ideal for your apartment complex, club or other community.
- Laminate protects against abrasions, chemicals, and graffiti.
- Includes pre-drilled mounting holes.
- Long durability of over 10 years outside.



CHANCELLOR MICHAEL W. BINNLEY
Williamson County Chancery Court

EXHIBIT - G

224
Case# 48419B

data:image/png;base64,iVBORw0KGgoAAAANSUhbEUgAAA7UA...

RE: Fenton v Fenton

11/16/2015 6:10 PM

Invoice



300 Cadman Plaza West, Suite 1303, Brooklyn, NY 11201

Questions? Call (800) 952 1457

Invoice

Bill To

Fawn Fenton
 1986 Sunny Side Dr.
 Brentwood, TN 37027
 Phone: 615-
 Email: accounts@fentonmail.com

Ship To

Fawn Fenton
 1986 Sunny Side Dr.
 Brentwood, TN 37027
 Phone: 615-
 Email: accounts@fentonmail.com

Order No.: MSS-111641

Date: November 16, 2015

Ship by: UPS Regular

Item Description	Unit Price	Qty.	Amount
1. Private Property, STOP No Trespassing, No Exceptions! Color: Green Reversed Size: 18" x 24" (H x W) Part #: K-7395 • HTC Code: 8310.00.00.90	\$43.99/Sign Package: 1 Sign	2 Signs	\$87.98
2. Sign Attachment Kit - 2 bolts and 2 nuts Size: 2.5" x 0.3125" (H x W) Part #: K-KIT •	\$1.05/Kit Package: 1 Kit	2 Kits	\$2.09
Product Subtotal :			\$90.07
Estimated Shipping Charges :			Free
Order Total :			\$90.07

Please make checks payable to SmartSign.

Print Page Close Window

225

11/16/2015 6:12 PM

PayPal: Transaction Details



November 16, 2015

XpressMyself.com LLC
Authorization

- \$90.07

i This is a temporary authorization to make sure your payment method will cover the payment. Your payment method will be charged when XpressMyself.com LLC completes your order.

Paid with
VISA x-6593

Seller Info
XpressMyself.com LLC
(718) 797-1900
customerservice@smartsign.com

Ship to
Fawn Fenton
1986 Sunny Side Dr.
Brentwood, TN 37027
United States

Your purchase
XpressMyself.com LLC \$90.07

Transaction ID
4XX364771G426804E

Shipping	\$0.00
Tax	\$0.00
Purchase total	\$90.07
Fee	\$0.00
Total	\$90.07

226

<https://www.paypal.com/myaccount/transaction/print-details/4XX3647...>

1 of 1

Jeff Fenton

From: Fawn Fenton
Sent: Thursday, December 3, 2015 1:37 PM
To: Jeff Fenton
Subject: RE: NO Trespassing Signs for Fence | Feedback Requested: Sign Sizes

Hello,

Hm, I find that red-and-white stop sign to be TOO eye-catching, and therefore an offensive eye-sore, right where I pull up my car every day and see it.

Would you maybe consider this sign instead?

<http://www.mysecuritysign.com/Private-Property-Signs/Premises-Protected-24-Hours-No-Trespassng-Sign/SKU-K-7496.aspx>

and have the small text customized to say "these premises under 24 hour surveillance".

12"x18" size?

Have you considered the reflective-aluminum ones? Looks like only a couple bucks more?

Thank you for asking my opinion!

=)

From: Jeff Fenton
Sent: Thursday, December 03, 2015 1:15 AM
To: Fawn Fenton
Subject: NO Trespassing Signs for Fence | Feedback Requested: Sign Sizes
Importance: High

Hello Lovie,

I'd like you to weigh-in regarding two of the "No Trespassing" signs that I'm planning to purchase.

About "No Trespassing" laws in Tennessee:

- <https://www.youtube.com/watch?v=Ir6Tzi9g9Q>
- <http://law.justia.com/codes/tennessee/2010/title-39/chapter-14/part-4/39-14-405> (See Section 'C')
- http://www.ehow.com/how_6604312_enforce-trespassing-signs-tennessee.html

I've already purchased (and have received) 3 "designer", decorative residential, "No Trespassing" signs for our front yard, to comply with the requirements of TN State law, for us to have legal grounds to press criminal charges (misdemeanor offense) against anyone found to be trespassing on our property, provided that they accessed our property from the street.

- One sign (<http://www.mysecuritysign.com/No-Trespass-Sign/Private-Property-STOP-Sign/SKU-K-7395.aspx>) will be posted on each side of our driveway (so it can't be missed), near the street, at the bottom of our tree line, between us and the Mosses.

- One sign (<http://www.mysecuritysign.com/Video/Oval-Designer/Sign/SKU-K-4574.aspx>) will be posted at the base of our front porch, for anyone who may have parked on the street and walked across our front yard, thereby being able to claim that they "didn't see" the signs posted on our driveway.
- We already have these three signs in our possession, and they are the ones that we will be installing the black posts into the ground for mounting, as I've already mentioned to you.
- I tried to select the nicest looking, clear and concise signs as I could, for these three, because they will stand-out more than the others.
- I didn't mention "surveillance" on the signs near the road, because I felt that was irrelevant as long as they stayed OFF of our property. (Plus it was more of an outstanding eye-soar near the street.) There is a legal requirement to inform people that they are being recorded (audio and video) once they do come onto our property though (both indoors and outdoors). Actually the laws are more strict in regards to recording audio than video, more along the lines of "wire-tapping" or "eavesdropping", and the individual's personal RIGHT to know.

In addition to these three "posted" signs, I will be purchasing four more signs to hang on our fences. One to go near the gate on each side of our house, and one to go on each of the short sections where the fence terminates, up in the woods. These four signs are what I'm currently in the process of purchasing. I'm in discussions with the sign manufacturer to customize one of their stock signs (<http://www.mysecuritysign.com/signs/video-security-surveillance-sign/sku-K-4703.aspx>), to make it more appropriate for a residential application, instead of a commercial building, for which it appears to have been originally designed.

- Stock Sign: <http://www.mysecuritysign.com/signs/video-security-surveillance-sign/sku-K-4703.aspx>
- Requested changes:
 - I'd like to replace the words "SECURITY ALERT" with "NO TRESPASSING".
 - I'd also like to replace the word "PROPERTY" with "PROPERTY".

I spent an entire DAY looking through hundreds of "no trespassing" and "surveillance" sign designs, what I like about this sign is the simplicity and clarity, without being obnoxious. Yes, it costs a little bit more to have it customized, but it is worth it to me to make it more suitable for our residential application. When manufactured with the higher grade materials (you can choose plastic or metal), it is only about \$10 more per sign than the stock design.

What I like about this design and why I selected it:

- The simplicity and clarity, without being obnoxious.
- The classic "STOP" sign look, catches your attention and speaks universally.
- I think the design sort of "draws you in" and makes you curious, rather than "pushing you away" with a plethora of text, listing a slew of offenses and warnings.
- I like the small video cameras on both sides, rather than a large central graphic.

- The fact that it says "SURVEILLANCE" instead of "Video Surveillance". IF we choose to SPECIFY "Video Surveillance", then rightly by law we should specify "Audio Surveillance" as well. This gets to be a lot of jumbled crap to put on a sign. I prefer just warning that there is "24 Hour Surveillance" without SPECIFYING whether it is "audio" or "video" or BOTH.

IN the woods I'm planning to install two 18" x 18" signs, one on each side where our fence terminates, as previously described.

HERE IS THE PART THAT I WANT YOUR FEEDBACK ON:

For the two signs that will be attached to our fence, mounted NEAR the GATES, one on each side of our home, I had originally planned for those to be the smaller 10" x 10" signs (they are about HALF the cost of the larger signs, when using the STOCK designs). However, after getting pricing with the customizations that I requested, it will COST THE SAME for the 10" x 10" signs as it will for the 18" x 18" signs. So the question that I have, is with it ALL COSTING THE SAME, which SIZE do YOU PREFER that we purchase to attach to our fence, NEAR the GATES, on both sides of our home?

- 10" x 10"
- 12" x 12"
- 14" x 14"
- 18" x 18"

Please let me know your preference. Likewise, if for some reason you dislike this design, please feel free to suggest an alternative, just please bear in mind the legal purposes for which it is being purchased: BOTH to protect our property from trespassers, while ALSO meeting our legal obligations to INFORM guests that we use audio & video surveillance throughout our property.

I'd like to order this within the next 48 hours if possible. Please let me know your thoughts.

Thanks Lovie! ☺

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](#).

Jeff Fenton

From: Fawn Fenton
Sent: Thursday, December 3, 2015 4:13 PM
To: Jeff Fenton
Subject: RE: NO Trespassing Signs for Fence | Feedback Requested: Sign Sizes

Hm, ok, I guess at the 10"x10" size, they'd be ok.

From: Jeff Fenton
Sent: Thursday, December 03, 2015 4:11 PM
To: Fawn Fenton
Subject: RE: NO Trespassing Signs for Fence | Feedback Requested: Sign Sizes

I thought that the 10" x 10" stop signs would look good on the gates... not too loud in my opinion. Again, it conveyed a lot of information without being too obnoxious or slow and difficult to read.

Jeff Fenton

Meticulous Marketing LLC
(615) 837-1300 Office
(615) 837-1301 Mobile
(615) 837-1302 Fax

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Submit or respond to a support ticket [here](#).

From: Fawn Fenton
Sent: Thursday, December 03, 2015 4:08 PM
To: Jeff Fenton <Jeff@Meticulous.pro>
Subject: RE: NO Trespassing Signs for Fence | Feedback Requested: Sign Sizes

Yes, that's what I meant, use the big STOP sign ones for the ends of the fence in the woods. Only get less-obtrusive ones at the gates, since they're highly visible.

From: Jeff Fenton
Sent: Thursday, December 03, 2015 4:03 PM
To: Fawn Fenton
Subject: RE: NO Trespassing Signs for Fence | Feedback Requested: Sign Sizes

We could still specify the two 18" x 18" stop sign looking ones for in the WOODS, at the termination points, and just select something different for the two gates...?

Your thoughts?

Jeff Fenton

Meticulous Marketing LLC

Jeff Fenton

From: Fawn Fenton
Sent: Thursday, December 3, 2015 4:25 PM
To: Jeff Fenton
Subject: RE: NO Trespassing Signs for Fence | Feedback Requested: Sign Sizes

Black with white text like this would match fence?



From: Jeff Fenton
Sent: Thursday, December 03, 2015 4:19 PM
To: Fawn Fenton
Subject: RE: NO Trespassing Signs for Fence | Feedback Requested: Sign Sizes

We might could use it if you prefer. To be honest, I really didn't look at those very much, I thought they were too small. They look more like a sign that you put directly on an entry door. I'm not planning to attach these TO the gate, I'm planning to attach them to the panel immediately adjacent to the gate. They might be ok if you really prefer them.

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: Fawn Fenton
Sent: Thursday, December 03, 2015 4:16 PM
To: Jeff Fenton <Jeff@Meticulous.pro>
Subject: RE: NO Trespassing Signs for Fence | Feedback Requested: Sign Sizes

Oh, I see, customizable signs.

This one too small for you?

Jeff Fenton

From: Fawn Fenton
Sent: Thursday, December 3, 2015 4:39 PM
To: Jeff Fenton
Subject: RE: NO Trespassing Signs for Fence | Feedback Requested: Sign Sizes

Meet you in the middle... Get the 3"x9"?

From: Jeff Fenton
Sent: Thursday, December 03, 2015 4:38 PM
To: Fawn Fenton
Subject: RE: NO Trespassing Signs for Fence | Feedback Requested: Sign Sizes

I'll let you decide... let me know which size you want, with all things considered. ☺

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: Fawn Fenton
Sent: Thursday, December 03, 2015 4:31 PM
To: Jeff Fenton <Jeff@Meticulous.pro>
Subject: RE: NO Trespassing Signs for Fence | Feedback Requested: Sign Sizes

I was looking at the 3"x9" or 4"x12"-ones...
I hadn't noticed that other one was only 2"x6".
;))

From: Jeff Fenton
Sent: Thursday, December 03, 2015 4:29 PM
To: Fawn Fenton
Subject: RE: NO Trespassing Signs for Fence | Feedback Requested: Sign Sizes

Isn't that the same size as the one you sent?

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: Fawn Fenton
Sent: Thursday, December 03, 2015 4:28 PM
To: Jeff Fenton <Jeff@Meticulous.pro>
Subject: RE: NO Trespassing Signs for Fence | Feedback Requested: Sign Sizes

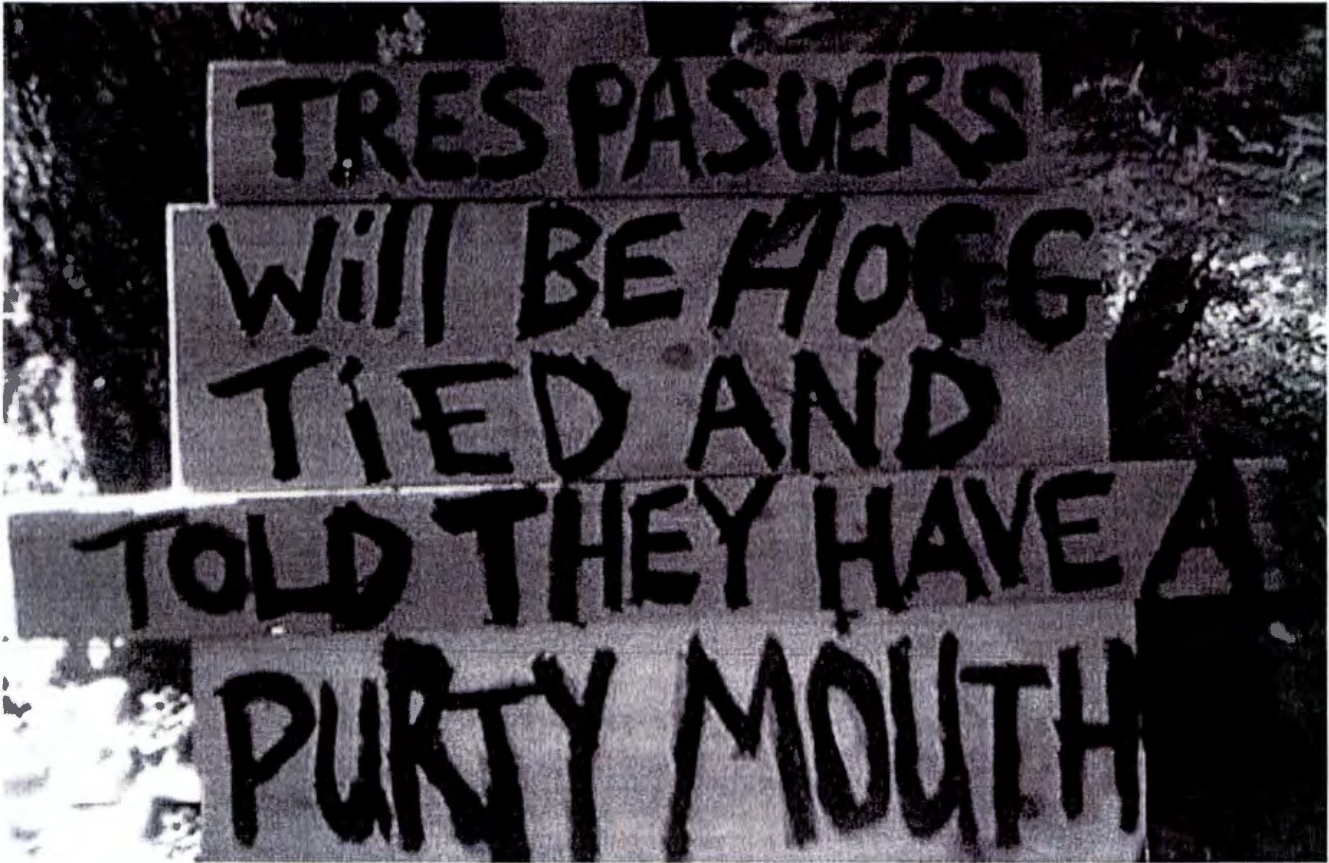
Wow, ok, that's really tiny!
I am good with that one!

From: Jeff Fenton
Sent: Thursday, December 03, 2015 4:27 PM
To: Fawn Fenton
Subject: RE: NO Trespassing Signs for Fence | Feedback Requested: Sign Sizes

How about the one I attached?

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](#).



Jeff Fenton

From: Fawn Fenton
Sent: Friday, July 24, 2015 1:49 PM
To: Jeff Fenton
Subject: RE: Hello :)

Yowl

;))

From: Jeff Fenton
Sent: Friday, July 24, 2015 1:48 PM
To: Fawn Fenton
Subject: Hello :)

<http://cdn.wideopenspaces.com/wp-content/uploads/2015/01/No-Trespassing-44.jpg>

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](#).

1/23/2015 4:23 PM

(PNG Image, 957 x 504 pixels)

Home Custom No Trespassing Private Property Video Surveillance No Soliciting Security Camera Beware of Dog Designer

Home > CCTV Signs > DP-3084

2" x 6" Custom CCTV Symbol Sign

Create Your Sign

Write and edit your sign. Make sure to consult our help by clicking on the ? buttons. Click Next Step when done.

Enter Your Text ?

Enter the text and adjust font size and style if desired.

Text 1 NO TRESPASSING
24/7 Audio & Video
Surveillance



Auto Fit

Preview Save Edit Design ? Spell Check

Select a Sign Color ?

Choose a color for your sign.

TEXT Black TEXT Red TEXT Dark Blue

Back Next Step

data:image/png;base64,iVBORw0KGgoAAAANSUuEUgAAA70AA...

11/24/2015

Invoice



300 Cadman Plaza West, Suite 1303, Brooklyn, NY 11201

Questions? Call (800) 952 1457

Invoice

Bill To

Fawn Fenton
1986 Sunny Side Dr.
Brentwood, TN 37027
Phone: 615-
Email: accounts@fentonmail.com

Ship To

Fawn Fenton
1986 Sunny Side Dr.
Brentwood, TN 37027
Phone: 615-
Email: accounts@fentonmail.com

Order No.: MSS-111910

Date: November 24, 2015

Ship by: UPS Regular

Item Description	Unit Price	Qty.	Amount
1. No Trespassing, This Property Is Protected By Video Surveillance, Trespassers will be Prosecuted Sign (with Graphic) Color: Green Reversed Size: 12" x 18" (H x W) Part #: K-4574 • HTC Code: 8310.00.00.90	\$28.59/Sign Package: 1 Sign	1 Sign	\$28.59
Product Subtotal :			\$28.59
Estimated Shipping Charges :			Free
Order Total :			\$28.59

Please make checks payable to SmartSign.

Print Page

Close Window

11/24/2015

PayPal: Transaction Details



November 24, 2015

XpressMyself.com LLC
Authorization

- \$28.59

i This is a temporary authorization to make sure your payment method will cover the payment. Your payment method will be charged when XpressMyself.com LLC completes your order.

Paid with
VISA x-6593

Seller Info
XpressMyself.com LLC
(718) 797-1900
customerservice@smartsign.com

Ship to
Fawn Fenton
1986 Sunny Side Dr.
Brentwood, TN 37027
United States

Your purchase
XpressMyself.com LLC \$28.59

Transaction ID
1G6000416Y163691M

Shipping \$0.00
Tax \$0.00
Purchase total \$28.59
Fee \$0.00
Total \$28.59

<https://www.paypal.com/myaccount/transaction/print-details/1G6000416Y163691M>

238 1/1

HIKVISION

WILLIAMSON COUNTY
CLERK & MASTER

2019 AUG 29 AM 9:20

FILED FOR ENTRY

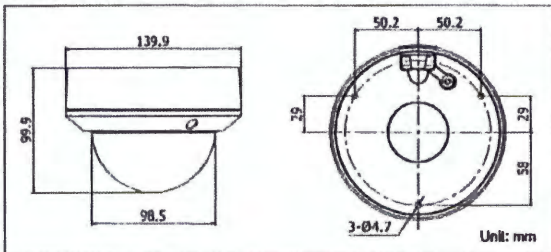
DS-2CD2742FWD-IZS
4 MP WDR Dome Network Camera with IR



Key Features

- 4 Megapixel High Resolution
- Full HD1080p Video
- Dual Video Streams
- 2.8 mm to 12 mm Motorized Lens
- 120 dB Wide Dynamic Range
- 3D Digital Noise Reduction
- Smart Features
- PoE (802.3af)
- IR Range 30 Meters (~100 feet)
- IP66 and IK10 Protection
- Audio and Alarm Input/Output
- Edge Storage, MicroSD Slot, 128 GB

Dimensions



Accessories



Order Model

DS-2CD2742FWD-IZS

Hikvision USA Inc., 908 Canada Court, City of Industry, CA 91748, USA • Hikvision Canada, 4485 Dobrin, St-Laurent
Tel: +1-909-895-0400 • Toll Free in USA: +1-866-200-6690 • E-Mail: sales.usa@hikvision.com • www.hikvision.com
© 2015 Hikvision USA Inc. • All Rights Reserved • Specifications subject to change without notice.

DS-2CD2742FWD-IZS	
Camera	
Image Sensor	1/3" progressive scan CMOS
Minimum Illumination	Color: 0.014 lux @ (f/1.4, AGC on); B/W: 0 lux with IR
Shutter Speed	1/3 s to 1/10,000 s
Slow Shutter	Yes
Lens	2.8 mm to 12 mm @ f/1.4, motorized lens
Angle of View	112° to 33.8°
Lens Mount	Φ14
Day/Night	IR cut filter with auto switch/schedule/triggered by alarm
Digital Noise Reduction	3D DNR
Wide Dynamic Range	120 dB
Pan/Tilt /Rotation	Pan: 0° to 355°, tilt: 0° to 75°, rotation: 0° to 355°
Compression Standards	
Video Compression	H.264+/H.264/MJPEG
H.264 Type	Main Profile
Video Bit Rate	32 Kbps to 16 Mbps
Dual Streams	Yes
Audio	
	G.711/G.722.1/G.726/MP2L2, 64 Kbps (G.711/16 Kbps (G.722.1)/16 Kbps (G.726)/32 to 128 Kbps (MP2L2)
Image	
Maximum Resolution	2688 × 1520
Frame Rate	20 fps (2688 × 1520), 30 fps (1920 × 1080, 1280 × 720)
Image Settings	Compression, color, saturation, brightness, contrast, sharpness, rotate mode, privacy mask
Backlight Compensation	Yes, zone configured
Region of Interest (ROI)	Yes
Analytics	
Smart Features	Line crossing detection, intrusion detection
Network	
Network Storage	NAS (supports NFS, SMB/CIFS); ANR
Alarm Triggers	Motion detection, line crossing detection, intrusion detection, tamper alarm, network disconnect, IP address conflict, storage exception
Protocols	
	TCP/IP, UDP, ICMP, HTTP, HTTPS, FTP, DHCP, DNS, DDNS, RTP, RTSP, RTCP, PPPoE, NTP, UPnP, SMTP, SNMP, IGMP, 802.1X, QoS, IPv6, Bonjour
Security	
	Three level user authentication, password authorization, HTTPS and SSH certificate, IEEE802.1X, basic and digest authentication, watermark, IP address filtering, log-in lockout
Standards	
Interface	
Communication	1 RJ-45 10M/100M Ethernet port
On-Board Storage	Built-in microSD/SDHC/SDXC slot, up to 128 GB
Alarm	1 alarm I/O
Audio	1 audio I/O
General	
Operating Conditions	-30° C to 60° C (-22° F to 140° F), humidity 95% or less (non-condensing)
Power	12 VDC ±10%, PoE (802.3af) UL/cUL Listed
Power Consumption	Maximum 5.5 W
IR Range	30 meters (~100 feet)
Ingress Protection	IP66
Impact Protection	IEC60068-275Eh, 20J; EN30102, up to IK10
Dimensions	Φ140 mm × 99.9 mm (Φ5.51" × 3.94")
Weight	1000 g (2.20 lbs)

CHANCELLOR MICHAEL W. BINKLEY
Williamson County Chancery Court

EXHIBIT - H

239

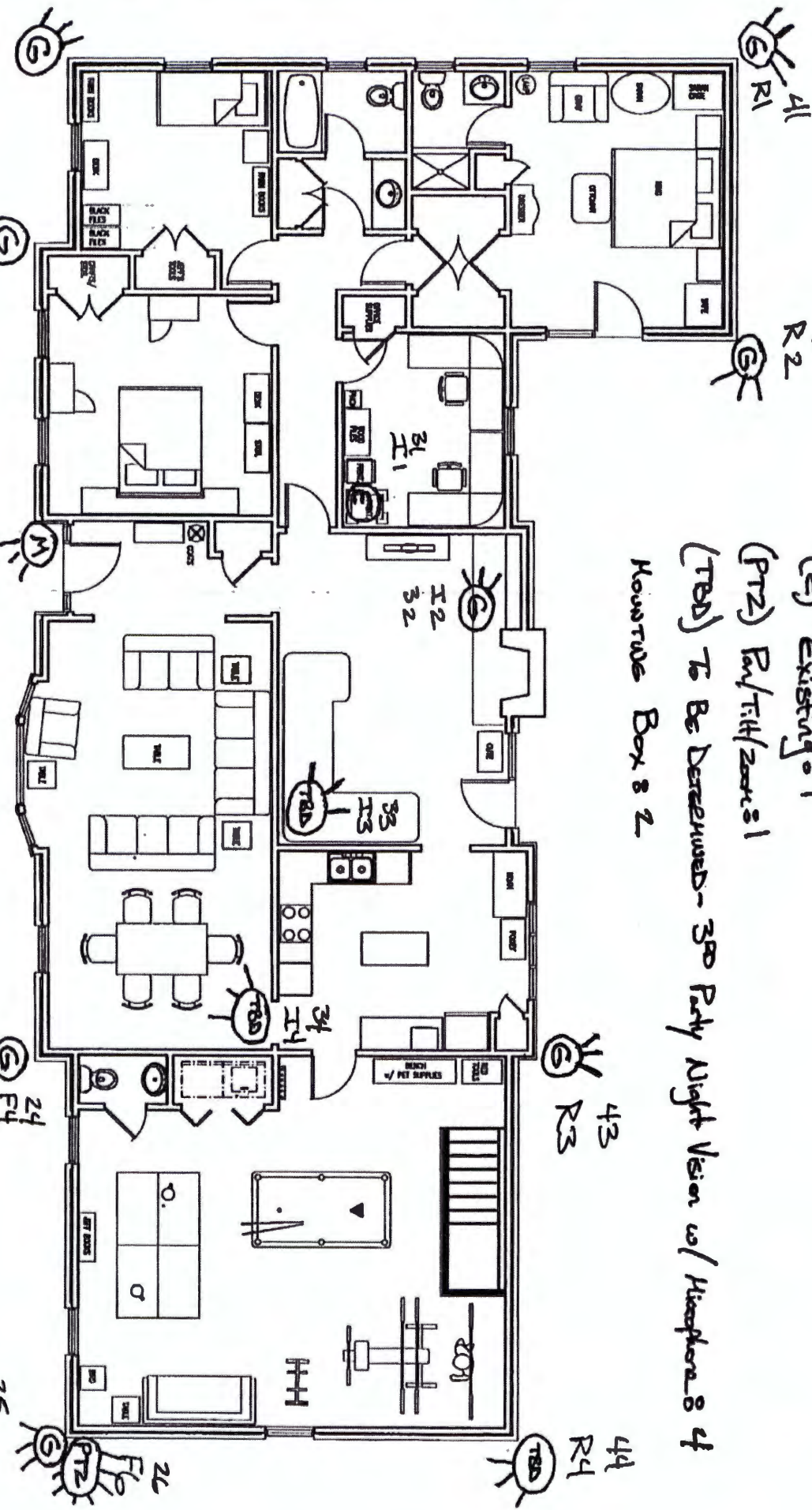
RE: Fenton v Fenton

Case# 48419B

2016 Surveillance Camera Layout
 Inside GARAGE 1 TRD

(G) Guard = 8
 (M) Mosquito = 1
 (E) Existing = 1
 (PT2) Pan/Tilt/Zoom = 1
 (TRD) To Be Determined - 3rd Party Night Vision w/ Microphone = 4
 Mountable Box = 2

8.8.8.8.
 8.8.4.4
 10.1.10.1



outer hole: 3/2" from each inside edge of area
 inner hole: width of level + 1/2"

F1 21 240

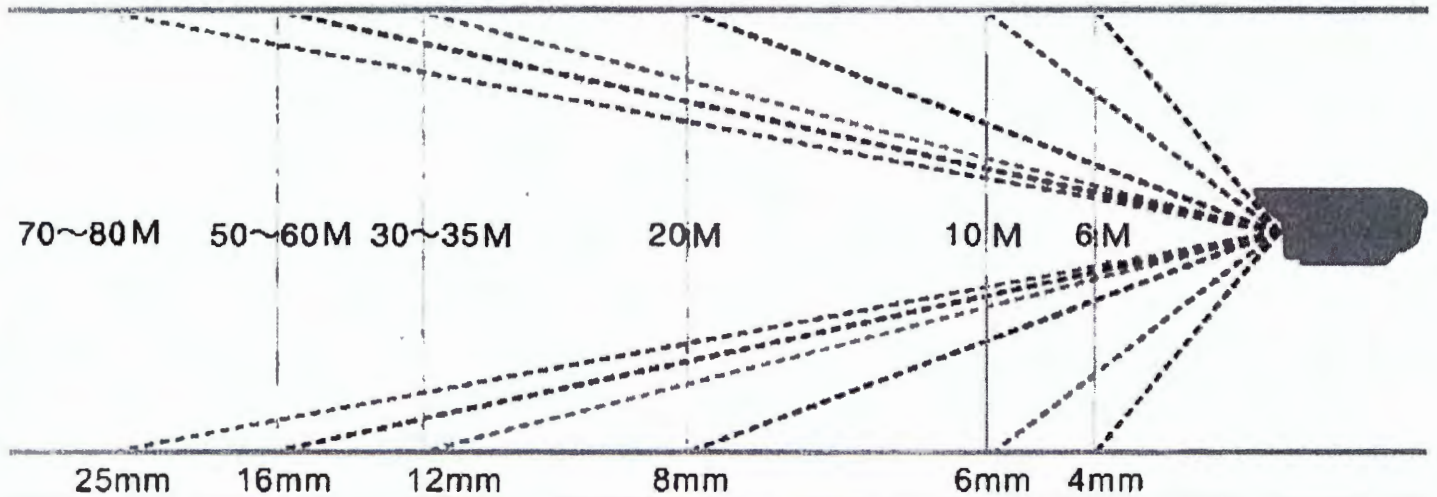
F2 22

F3 23

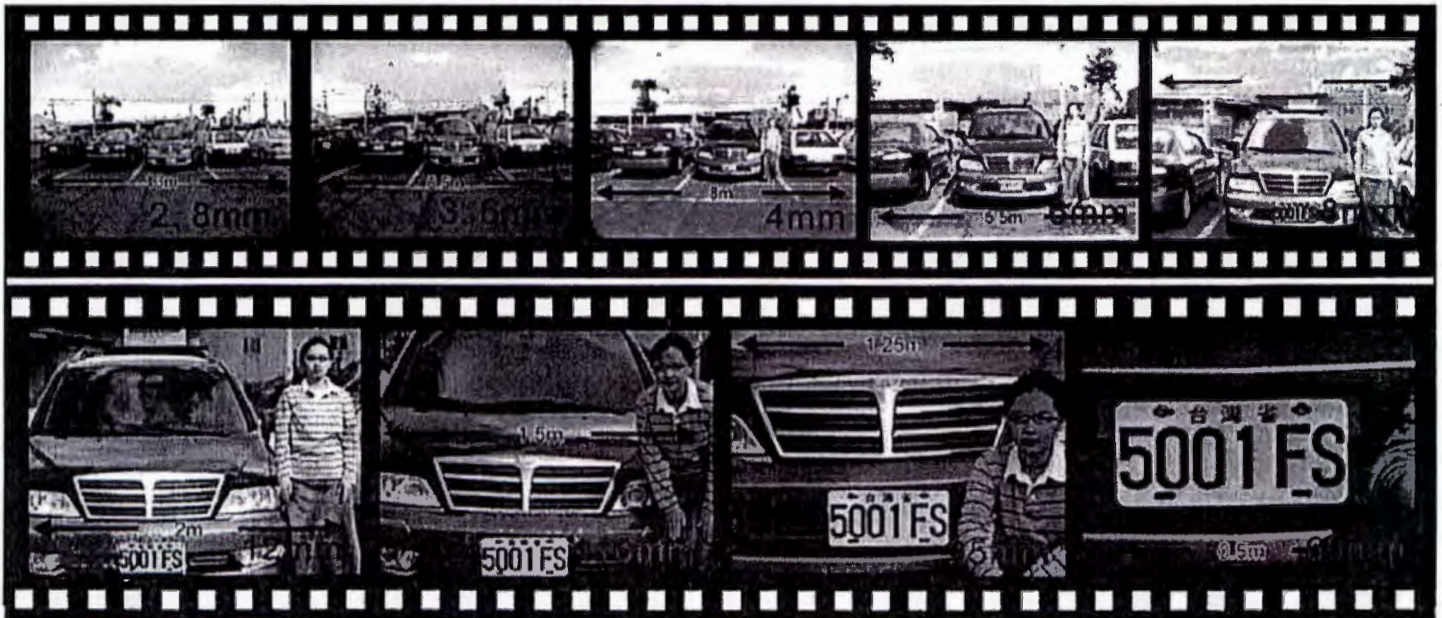
F4 24

F5 25

Lens Size	2.5mm	2.8mm	3.6mm	4mm	6mm	8mm	12mm	16mm	25mm	60mm
View Angle	100°	90°	75°	70°	60°	40°	30°	20°	12°	5°
see clearly the number plate from	1.5M	2M	2.5M	3M	5M	7M	10M	20M	25M	50M
Cover Distance			5	6	10	20	30~35	50~60	70~80	



Pictures taken by the same camera with different size lens



< < SALES ORDER > >

AUDIO VIDEO SUPPLY, INC.
 4575 RUFFNER ST.
 SAN DIEGO CA 92111

MET44

Sold To: METICULOUS PROFESSIONAL SOLUTIONS
 1986 SUNNY SIDE DR.
 BRENTWOOD TN 37027

Ship To: METICULOUS PROFESSIONAL SOLUTIONS
 1986 SUNNY SIDE DR.
 BRENTWOOD TN 37027

Phone: 615-837-1300

Order No.	Order Date	Loc ID	Terms	Customer P.O.#	Ship Via	Slc	Pg
00126676	01/20/16	A-STK	Credit Card	*****	BESTWAY FOB AVS	T02	1
VERBAL / J. FENTON MA							
Item No/Description	Units	Qty Ord	Qty Shp	Qty Bko	Unit Price	Extended Price	
001 DS2CD2742FWDIZS 4MP WDR DOME NETWORK CAMERA	EA	4			327.00	1308.00	
002 DS2CD2542FWDIS/2.8 COMPACT DOME 1080P H264 2.8mm	EA	3			198.00	594.00	
003 DS2CD2142FWDIS/2.8 OUTDOOR DOME 1080P H264 2.8mm LENS	EA	1			173.00	173.00	
004 DS2CD2142FWDIS/4MM OUTDOOR DOME 1080P H264 4.0MM LENS	EA	1			173.00	173.00	
005 DS2CD2142FWDIS/6MM OUTDOOR DOME 1080P H264 6.0mm LENS	EA	1			173.00	173.00	
006		1			0.00	0.00	
EMAIL INVOICE/TRACKING TO: accounting@fentonmail.com							

TERMS AND CONDITIONS: All sales are final. No unauthorized returns will be accepted
 All returns subject to minimum 25% Restocking fee
 All shortages/damages must be reported in 10 days

Customer Signature/Date: _____

Box Count _____ Weight _____

Thank you very much for your business

Taxable SubTotal:	2421.00
Calif. Sales Tax:	0.00
Sub Total :	2421.00
Shipping :	0.00
Total :	2421.00

242



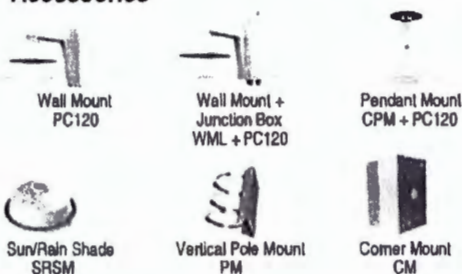
DS-2CD2542FWD-IS Series 4 MP WDR Mini Dome Network Camera



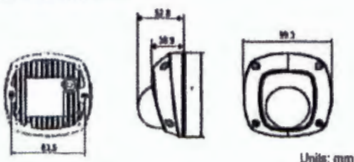
Key Features

- 4 MP High Resolution
- Full HD1080p
- Dual Video Streams
- 2.8 mm, 4 mm, 6 mm Fixed Lens Options
- 120 dB Wide Dynamic Range
- 3D Digital Noise Reduction
- 3-Axis Adjustment
- 12 VDC and PoE
- Supports H.264+
- Up to 10 Meters IR Range
- IP66 Weatherproof Protection
- IK08 Vandal Resistant
- Built-in Microphone, Audio Output, Alarm I/O
- Wireless Option (-IWS)

Accessories



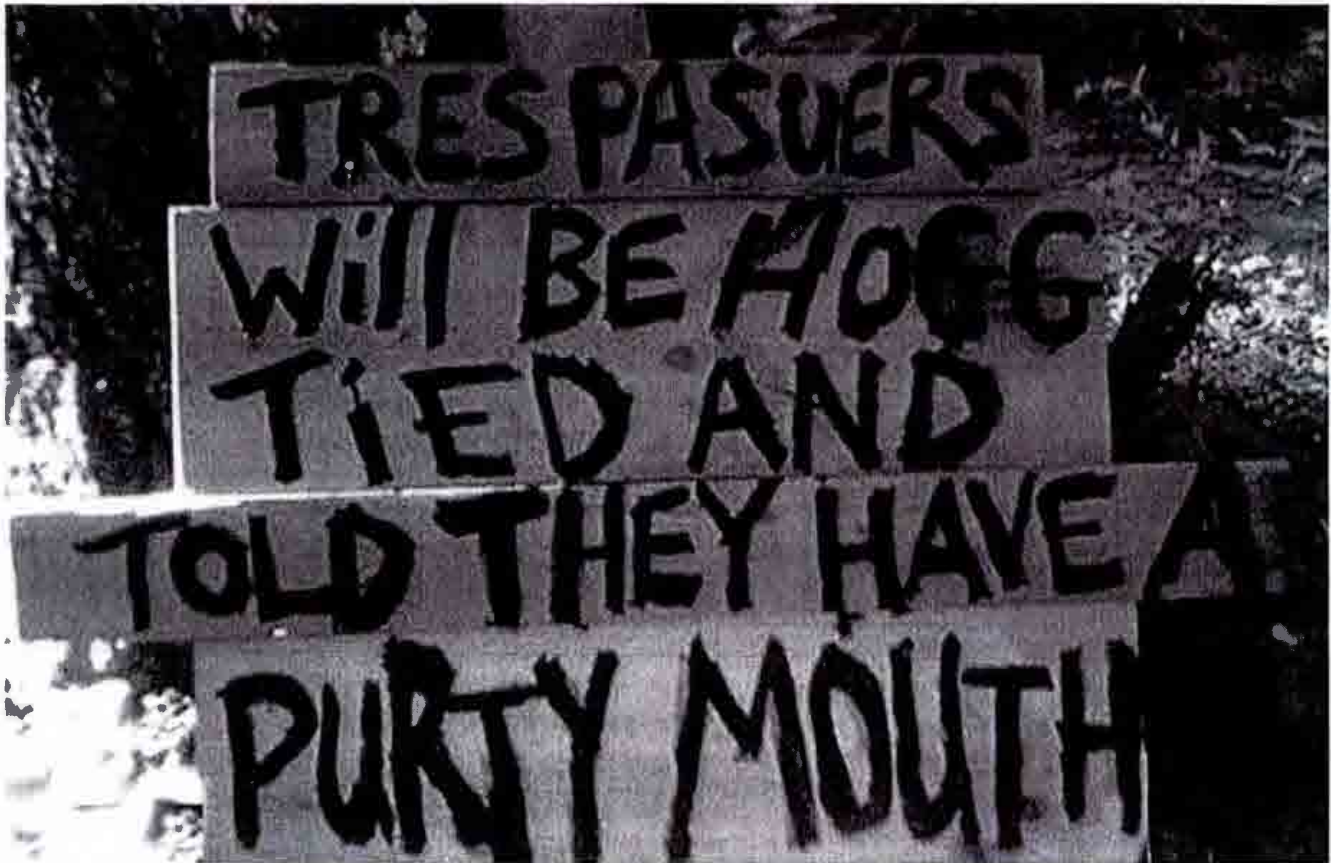
Dimensions



Order Model

DS-2CD2542FWD-IS
DS-2CD2542FWD-IWS, WiFi

DS-2CD2542FWD-IS Series	
Camera	
Image Sensor	1/3" progressive scan CMOS
Minimum Illumination	0.01 lux @ (f/1.2, AGC on), 0 lux with IR 0.028 lux @ (f/2.0, AGC on), 0 lux with IR
Shutter Speed	1/3 s to 1/10,000 s
Lens	2.8 mm, 4 mm, 6 mm @ f/2.0
Lens Mount	M12
Day/Night	IR cut filter with auto switch
DNR	3D DNR
Wide Dynamic Range	120 dB
Angle of Adjustment	Pan: -30° to 30°, tilt: 0 to 75°, rotation: 0 to 360°
Compression Standard	
Video Compression	H.264/MJPEG/H.264+
H.264 Type	Main profile
Video Bit Rate	32 Kbps to 16 Mbps
Dual Streams	Supported
Audio Compression	G.711/G.722.1/G.726/MP2L2
Audio Bit Rate	64 Kbps (G.711)/16 Kbps (G.722.1)/16 Kbps (G.726)/32 to 128 Kbps (MP2L2)
Image	
Maximum Resolution	2688 × 1520
Frame Rate	20 fps (2688 × 1520), 30 fps (1920 × 1080), 30 fps (1280 × 720)
Image Setting	Rotate mode, saturation, brightness, contrast, sharpness adjustable by client software or Web browser
BLC	Supported, zone configurable
ROI Codec	Supported
Network	
Network Storage	NAS (supports NFS, SMB/CIFS), ANR
Alarm Trigger	Motion detection, tampering alarm, network disconnect, IP address conflict, storage exception
Protocols	TCP/IP, UDP, ICMP, HTTP, HTTPS, FTP, DHCP, DNS, DDNS, RTP, RTSP, RTCP, PPPoE, NTP, UPnP, SMTP, SNMP, IGMP, 802.1X, CoS, IPv6, Bonjour
General	One-key reset, flash-prevention, dual stream, heartbeat, mirror, password protection, privacy mask, watermark, IP address filtering, anonymous access
Standard Interface	ONVIF (PROFILE S, PROFILE G), PSIA, CGI, ISAPI
Communication Interface	1 R-J45 10M/100M Ethernet port
On-Board Storage	Built-in microSD/SDHC/SDXC slot, up to 128 GB
Alarm Interface	1x alarm I/O
Audio Interface	Built-in microphone and 1x audio output
Reset	Yes
WiFi (W mode only)	
Wireless Standards	IEEE802.11b, 802.11g, 802.11n
Frequency Range	2.4 GHz to 2.4835 GHz
Channel Bandwidth	20/40 MHz support
Protocols	802.11b: CCK, QPSK, BPSK, 802.11g/n: OFDM
Security	64/128-bit WEP, WPA/WPA2, WPA-PSK/WPA2-PSK, WPS
Transmit Output Power	11b: 17 ±1.5 dBm @ 11 Mbps 11g: 14 ±1.5 dBm @ 54 Mbps 11n: 12.5 ±1.5 dBm
Reception Sensitivity	11b: -90 dBm @ 11 Mbps (typical) 11g: -75 dBm @ 54 Mbps (typical) 11n: -74 dBm (typical)
Transfer Rates	11b: 11 Mbps, 11g: 54 Mbps, 11n: up to 150 Mbps
Wireless Range	50 meters *The performance varies based on actual environment.
General	
Operating Conditions	-30° C to 60° C (-22° F to 140° F), humidity 95% or less (non-PoE)
Power Supply	12 VDC ±10%, PoE (802.3af)
Power Consumption	Maximum 5 W, maximum 9 W with pan and tilt
IR Range	Approximately 10 meters
Ingress Protection	IP66
Impact Protection	IEC6068-275Eh, 20J; EN50102, up to IK08
Dimensions	99.3 mm × 96.7 mm × 52.8 mm (3.91" × 3.81" × 2.08")
Weight	600 g (1.32 lbs)



Jeff Fenton

From: Fawn Fenton
Sent: Friday, July 24, 2015 1:49 PM
To: Jeff Fenton
Subject: RE: Hello :)

Yowl

;))

From: Jeff Fenton
Sent: Friday, July 24, 2015 1:48 PM
To: Fawn Fenton
Subject: Hello :)

<http://cdn.wideopenspaces.com/wp-content/uploads/2015/01/No-Trespassing-44.jpg>

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](#).

1/23/2015 4:23 PM

(PNG Image, 957 x 504 pixels)

Home Custom No Trespassing Private Property Video Surveillance No Soliciting Security Camera Beware of Dog Designer

Home > CCTV Signs > DP-3084

2" x 6" Custom CCTV Symbol Sign

Create Your Sign

Write and edit your sign. Make sure to consult our help by clicking on the ? buttons. Click Next Step when done.

Enter Your Text ?

Enter the text and adjust font size and style if desired.

Text 1 NO TRESPASSING
24/7 Audio & Video
Surveillance



Auto Fit

Preview Save Edit Design ? Spell Check

Select a Sign Color ?

Choose a color for your sign.

TEXT Black TEXT Red TEXT Dark Blue

Back

Next Step

data:image/png;base64,iVBORw0KGgoAAAANSUhEUgAAA70AA...

11/24/2015

Invoice



300 Cadman Plaza West, Suite 1303, Brooklyn, NY 11201

Questions? Call (800) 952 1457

Invoice

Bill To

Fawn Fenton
1986 Sunny Side Dr.
Brentwood, TN 37027
Phone: 615-
Email: accounts@fentonmail.com

Ship To

Fawn Fenton
1986 Sunny Side Dr.
Brentwood, TN 37027
Phone: 615-
Email: accounts@fentonmail.com

Order No.: MSS-111910

Date: November 24, 2015

Ship by: UPS Regular

Item Description	Unit Price	Qty.	Amount
1. No Trespassing, This Property Is Protected By Video Surveillance, Trespassers will be Prosecuted Sign (with Graphic) Color: Green Reversed Size: 12" x 18" (H x W) Part #: K-4574 • HTC Code: 8310.00.00.90	\$28.59/Sign Package: 1 Sign	1 Sign	\$28.59
Product Subtotal :			\$28.59
Estimated Shipping Charges :			Free
Order Total :			\$28.59

Please make checks payable to SmartSign.

Print Page

Close Window

11/24/2015

PayPal: Transaction Details



November 24, 2015

XpressMyself.com LLC
Authorization

- \$28.59

i This is a temporary authorization to make sure your payment method will cover the payment. Your payment method will be charged when XpressMyself.com LLC completes your order.

Paid with
VISA x-6593

Seller Info
XpressMyself.com LLC
(718) 797-1900
customerservice@smartsign.com

Ship to
Fawn Fenton
1986 Sunny Side Dr.
Brentwood, TN 37027
United States

Your purchase
XpressMyself.com LLC \$28.59

Transaction ID
1G6000416Y163691M

Shipping	\$0.00
Tax	\$0.00
Purchase total	\$28.59
Fee	\$0.00
Total	\$28.59

<https://www.paypal.com/myaccount/transaction/print-details/1G6000416Y163691M>

238 1/1

HIKVISION

WILLIAMSON COUNTY
CLERK & MASTER

2019 AUG 29 AM 9:20

FILED FOR ENTRY

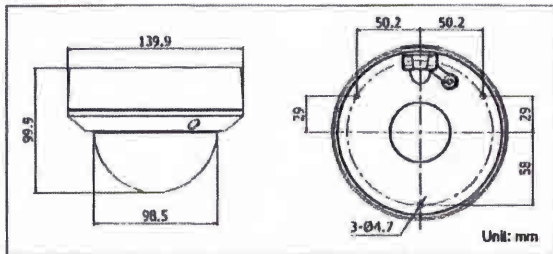
DS-2CD2742FWD-IZS
4 MP WDR Dome Network Camera with IR



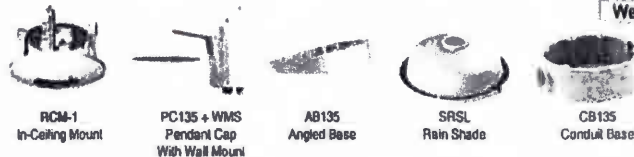
Key Features

- 4 Megapixel High Resolution
- Full HD1080p Video
- Dual Video Streams
- 2.8 mm to 12 mm Motorized Lens
- 120 dB Wide Dynamic Range
- 3D Digital Noise Reduction
- Smart Features
- PoE (802.3af)
- IR Range 30 Meters (~100 feet)
- IP66 and IK10 Protection
- Audio and Alarm Input/Output
- Edge Storage, MicroSD Slot, 128 GB

Dimensions



Accessories



Order Model

DS-2CD2742FWD-IZS

Hikvision USA Inc., 908 Canada Court, City of Industry, CA 91748, USA • Hikvision Canada, 4485 Dobrin, St-Laurent
Tel: +1-909-895-0400 • Toll Free in USA: +1-866-200-6690 • E-Mail: sales.usa@hikvision.com • www.hikvision.com
© 2015 Hikvision USA Inc. • All Rights Reserved • Specifications subject to change without notice.

DS-2CD2742FWD-IZS	
Camera	
Image Sensor	1/3" progressive scan CMOS
Minimum Illumination	Color: 0.014 lux @ (f/1.4, AGC on); B/W: 0 lux with IR
Shutter Speed	1/3 s to 1/10,000 s
Slow Shutter	Yes
Lens	2.8 mm to 12 mm @ f/1.4, motorized lens
Angle of View	112° to 33.8°
Lens Mount	Φ14
Day/Night	IR cut filter with auto switch/schedule/triggered by alarm
Digital Noise Reduction	3D DNR
Wide Dynamic Range	120 dB
Pan/Tilt /Rotation	Pan: 0° to 355°, tilt: 0° to 75°, rotation: 0° to 355°
Compression Standards	
Video Compression	H.264+/H.264/MJPEG
H.264 Type	Main Profile
Video Bit Rate	32 Kbps to 16 Mbps
Dual Streams	Yes
Audio	
	G.711/G.722.1/G.726/MP2L2, 64 Kbps (G.711)/18 Kbps (G.722.1)/16 Kbps (G.726)/32 to 128 Kbps (MP2L2)
Image	
Maximum Resolution	2688 × 1520
Frame Rate	20 fps (2688 × 1520), 30 fps (1920 × 1080, 1280 × 720)
Image Settings	Compression, color, saturation, brightness, contrast, sharpness, rotate mode, privacy mask
Backlight Compensation	Yes, zone configured
Region of Interest (ROI)	Yes
Analytics	
Smart Features	Line crossing detection, intrusion detection
Network	
Network Storage	NAS (supports NFS, SMB/CIFS); ANR
Alarm Triggers	Motion detection, line crossing detection, intrusion detection, tamper alarm, network disconnect, IP address conflict, storage exception
Protocols	
	TCP/IP, UDP, ICMP, HTTP, HTTPS, FTP, DHCP, DNS, DDNS, RTP, RTSP, RTCP, PPPoE, NTP, UPnP, SMTP, SNMP, IGMP, 802.1X, QoS, IPv6, Bonjour
Security	
	Three level user authentication, password authorization, HTTPS and SSH certificate, IEEE802.1X, basic and digest authentication, watermark, IP address filtering, log-in lockout
Standards Interface	
Communication	1 RJ-45 10M/100M Ethernet port
On-Board Storage	Built-in microSD/SDHC/SDXC slot, up to 128 GB
Alarm	1 alarm I/O
Audio	1 audio I/O
General	
Operating Conditions	-30° C to 60° C (-22° F to 140° F), humidity 95% or less (non-condensing)
Power	12 VDC ±10%, PoE (802.3af) UL/cUL Listed
Power Consumption	Maximum 5.5 W
IR Range	30 meters (~100 feet)
Ingress Protection	IP66
Impact Protection	IEC60068-275Eh, 20J; EN50102, up to IK10
Dimensions	Φ140 mm × 99.9 mm (Φ5.51" × 3.94")
Weight	1000 g (2.20 lbs)

CHANCELLOR MICHAEL W. BINKLEY
Williamson County Chancery Court

EXHIBIT - H

239

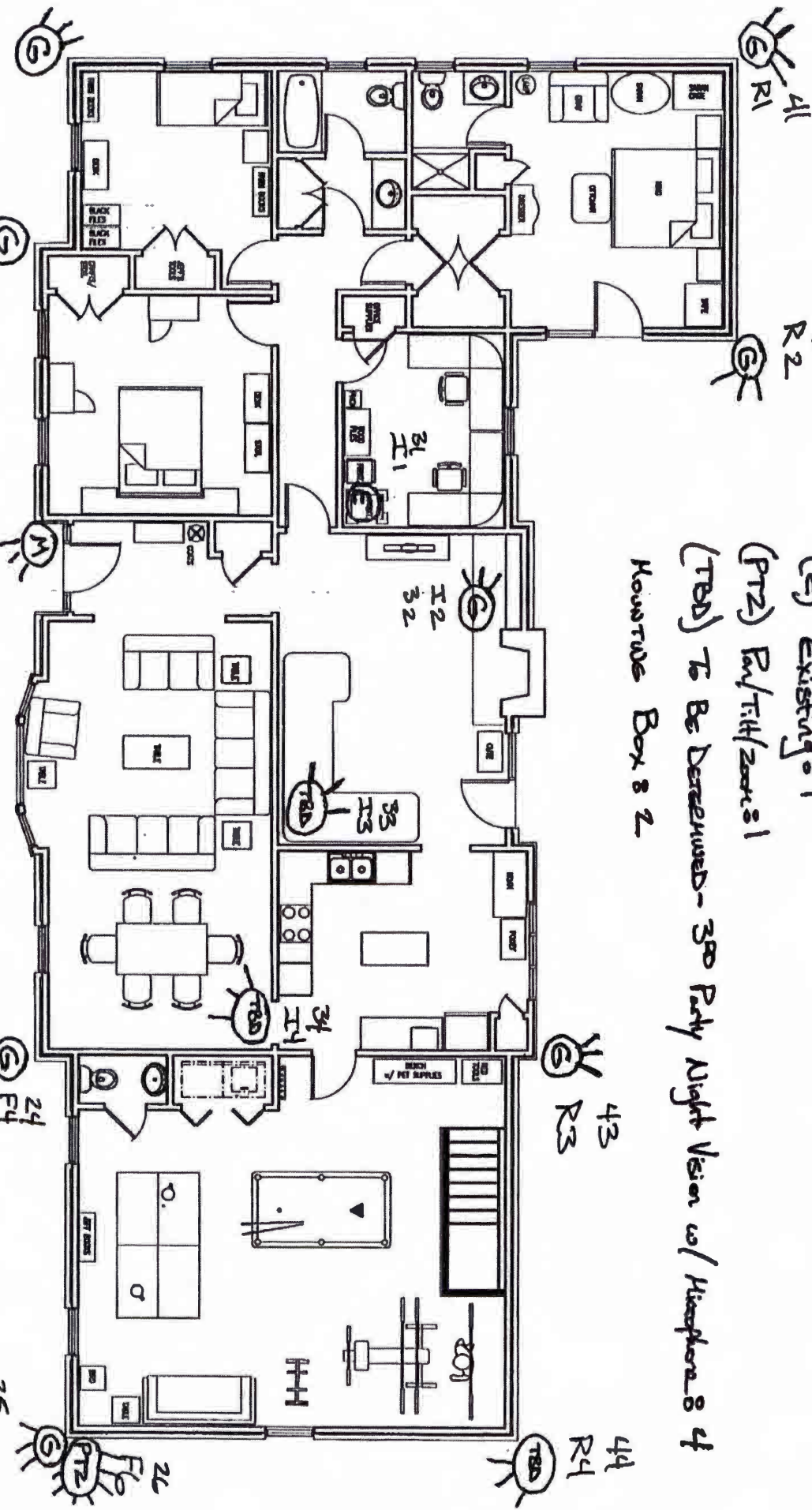
RE: Fenton v Fenton

Case# 48419B

2016 Surveillance Camera Layout
 Inside GARAGE 1 TRD

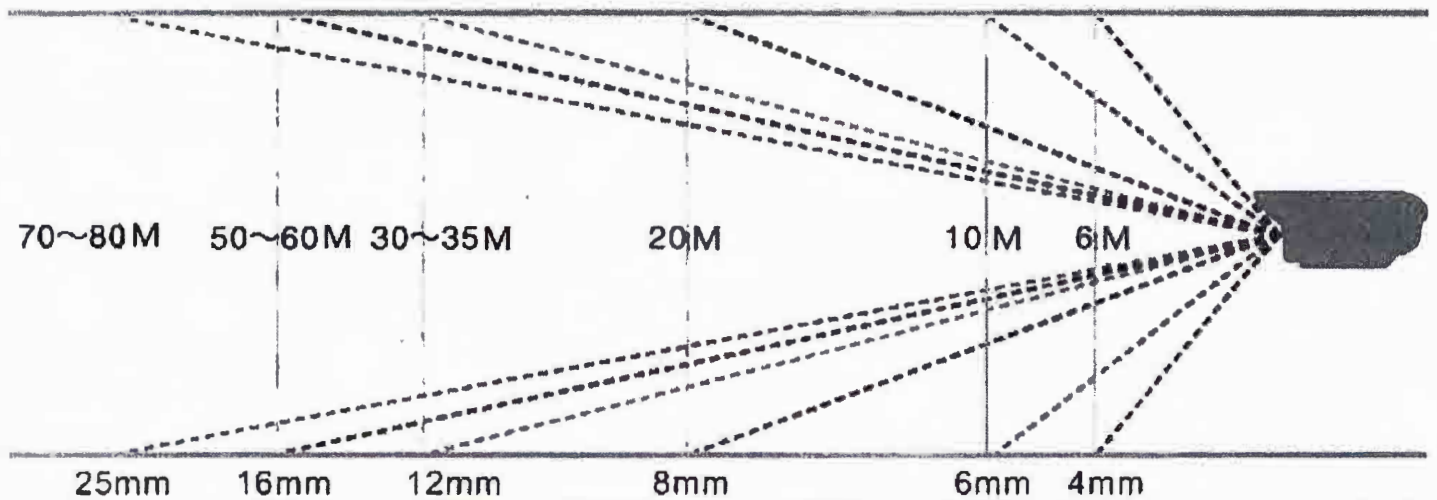
(G) Guard = 8
 (M) Mosquito = 1
 (E) Existing = 1
 (PT2) Pan/Tilt/Zoom = 1
 (TRD) To Be Determined - 3RD Party Night Vision w/ Microphone = 4
 Mousehole Box = 2

8.8.8.8.
 8.8.4.4
 10.1.10.1

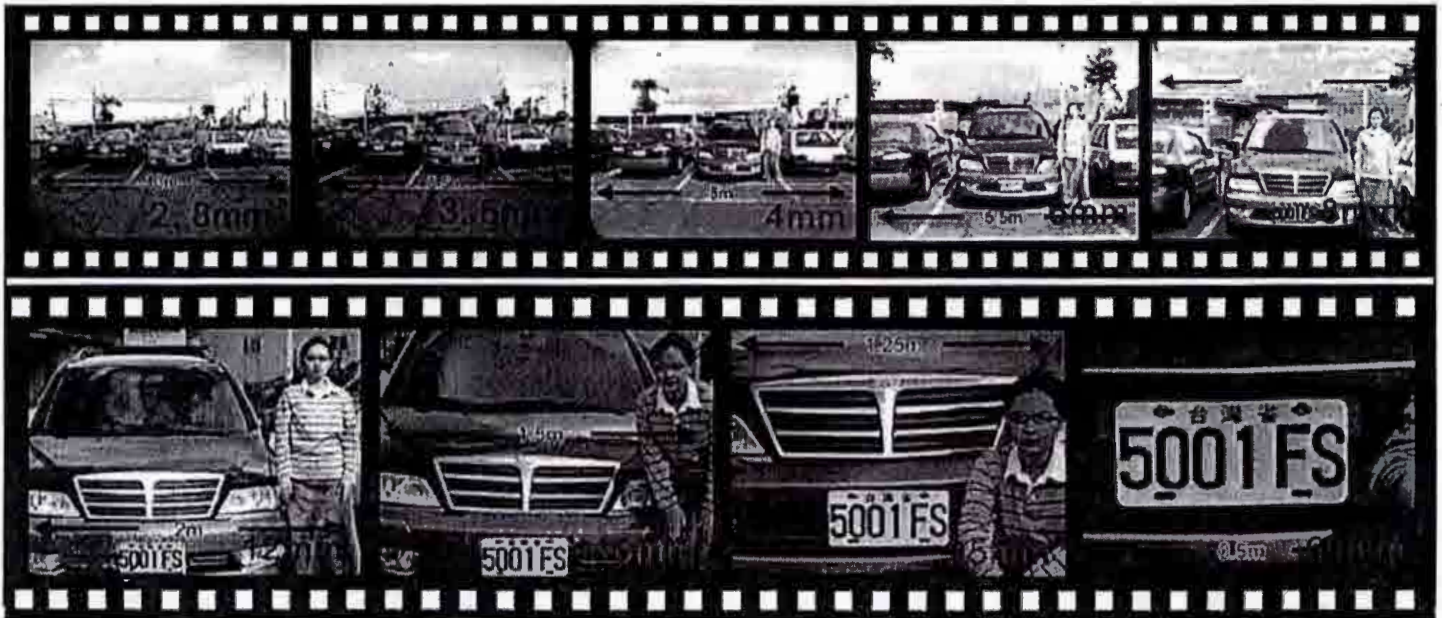


outer hole: 3/2" from each inside edge of area
 inner hole: width of level + 1/2"

Lens Size	2.5mm	2.8mm	3.6mm	4mm	6mm	8mm	12mm	16mm	25mm	60mm
View Angle	100°	90°	75°	70°	60°	40°	30°	20°	12°	5°
see clearly the number plate from	1.5M	2M	2.5M	3M	5M	7M	10M	20M	25M	50M
Cover Distance			5	6	10	20	30~35	50~60	70~80	



Pictures taken by the same camera with different size lens



< < SALES ORDER > >

AUDIO VIDEO SUPPLY, INC.
 4575 RUFFNER ST.
 SAN DIEGO CA 92111

MET44

Sold To: METICULOUS PROFESSIONAL SOLUTIONS
 1986 SUNNY SIDE DR.
 BRENTWOOD TN 37027

Ship To: METICULOUS PROFESSIONAL SOLUTIONS
 1986 SUNNY SIDE DR.
 BRENTWOOD TN 37027

Phone: 615-837-1300

Order No.	Order Date	Loc ID	Terms	Customer P.O.#	Ship Via	Slc	Pg
00126676	01/20/16	A-STK	Credit Card	*****	BESTWAY FOB AVS	T02	1
VERBAL / J. FENTON MA							
Item No/Description	Units	Qty Ord	Qty Shp	Qty Bko	Unit Price	Extended Price	
001 DS2CD2742FWDIZS 4MP WDR DOME NETWORK CAMERA	EA	4			327.00	1308.00	
002 DS2CD2542FWDIS/2.8 COMPACT DOME 1080P H264 2.8mm	EA	3			198.00	594.00	
003 DS2CD2142FWDIS/2.8 OUTDOOR DOME 1080P H264 2.8mm LENS	EA	1			173.00	173.00	
004 DS2CD2142FWDIS/4MM OUTDOOR DOME 1080P H264 4.0MM LENS	EA	1			173.00	173.00	
005 DS2CD2142FWDIS/6MM OUTDOOR DOME 1080P H264 6.0mm LENS	EA	1			173.00	173.00	
006					0.00	0.00	
EMAIL INVOICE/TRACKING TO: accounting@fentonmail.com							

TERMS AND CONDITIONS: All sales are final. No unauthorized returns will be accepted
 All returns subject to minimum 25% Restocking fee
 All shortages/damages must be reported in 10 days

Customer Signature/Date: _____

Box Count _____ Weight _____

Thank you very much for your business

Taxable SubTotal:	2421.00
Calif. Sales Tax:	0.00
Sub Total :	2421.00
Shipping :	0.00
Total :	2421.00

242



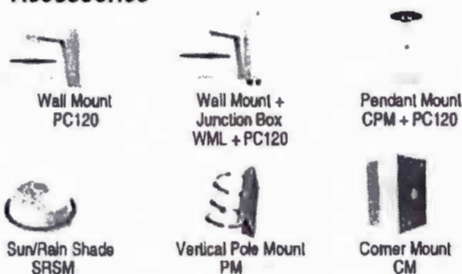
DS-2CD2542FWD-IS Series 4 MP WDR Mini Dome Network Camera



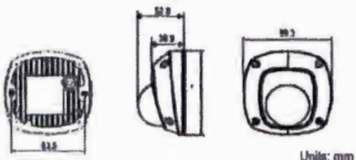
Key Features

- 4 MP High Resolution
- Full HD1080p
- Dual Video Streams
- 2.8 mm, 4 mm, 6 mm Fixed Lens Options
- 120 dB Wide Dynamic Range
- 3D Digital Noise Reduction
- 3-Axis Adjustment
- 12 VDC and PoE
- Supports H.264+
- Up to 10 Meters IR Range
- IP66 Weatherproof Protection
- IK08 Vandal Resistant
- Built-In Microphone, Audio Output, Alarm I/O
- Wireless Option (-IWS)

Accessories



Dimensions



Order Model

DS-2CD2542FWD-IS
DS-2CD2542FWD-IWS, WiFi

DS-2CD2542FWD-IS Series	
Camera	
Image Sensor	1/3" progressive scan CMOS
Minimum Illumination	0.01 lux @ (f/1.2, AGC on), 0 lux with IR 0.028 lux @ (f/2.0, AGC on), 0 lux with IR
Shutter Speed	1/3 s to 1/10,000 s
Lens	2.8 mm, 4 mm, 6 mm @ f/2.0
Lens Mount	M12
Day/Night	IR cut filter with auto switch
DNR	3D DNR
Wide Dynamic Range	120 dB
Angle of Adjustment	Pan: -30° to 30°, tilt: 0 to 75°, rotation: 0 to 360°
Compression Standard	
Video Compression	H.264/MJPEG/H.264+
H.264 Type	Main profile
Video Bit Rate	32 Kbps to 16 Mbps
Dual Streams	Supported
Audio Compression	G.711/G.722.1/G.726/MP2L2
Audio Bit Rate	64 Kbps (G.711)/16 Kbps (G.722.1)/16 Kbps (G.726)/32 to 128 Kbps (MP2L2)
Image	
Maximum Resolution	2888 × 1520
Frame Rate	20 fps (2888 × 1520), 30 fps (1920 × 1080), 30 fps (1280 × 720)
Image Setting	Rotate mode, saturation, brightness, contrast, sharpness adjustable by client software or Web browser
BLC	Supported, zone configurable
ROI Codec	Supported
Network	
Network Storage	NAS (supports NFS, SMB/CIFS), ANR
Alarm Trigger	Motion detection, tampering alarm, network disconnect, IP address conflict, storage exception
Protocols	TCP/IP, UDP, ICMP, HTTP, HTTPS, FTP, DHCP, DNS, DDNS, RTP, RTSP, RTCP, PPPoE, NTP, UPnP, SMTP, SNMP, IGMP, 802.1X, CoS, IPv6, Bonjour
General	One-key reset, flash-prevention, dual stream, heartbeat, mirror, password protection, privacy mask, watermark, IP address filtering, anonymous access
Standard Interface	ONVIF (PROFILE S, PROFILE G), PSIA, CGI, ISAPI
Communication Interface	1 RJ-45 10M/100M Ethernet port
On-Board Storage	Built-in microSD/SDHC/SDXC slot, up to 128 GB
Alarm Interface	1x alarm I/O
Audio Interface	Built-in microphone and 1x audio output
Reset	Yes
WiFi (W mode only)	
Wireless Standards	IEEE802.11b, 802.11g, 802.11n
Frequency Range	2.4 GHz to 2.4835 GHz
Channel Bandwidth	20/40 MHz support
Protocols	802.11b: CCK, QPSK, BPSK, 802.11g/n: OFDM
Security	64/128-bit WEP, WPA/WPA2, WPA-PSK/WPA2-PSK, WPS
Transmit Output Power	11b: 17 ±1.5 dBm @ 11 Mbps 11g: 14 ±1.5 dBm @ 54 Mbps 11n: 12.5 ±1.5 dBm
Reception Sensitivity	11b: -90 dBm @ 11 Mbps (typical) 11g: -75 dBm @ 54 Mbps (typical) 11n: -74 dBm (typical)
Transfer Rates	11b: 11 Mbps, 11g: 54 Mbps, 11n: up to 150 Mbps
Wireless Range	50 meters *The performance varies based on actual environment.
General	
Operating Conditions	-30° C to 60° C (-22° F to 140° F), humidity 95% or less (non-condensing)
Power Supply	12 VDC ±10%, PoE (802.3af)
Power Consumption	Maximum 5 W, maximum 9 W with pan and tilt
IR Range	Approximately 10 meters
Ingress Protection	IP66
Impact Protection	IEC60068-275Eh, 20J; EN50102, up to IK08
Dimensions	99.3 mm × 96.7 mm × 52.8 mm (3.91" × 3.81" × 2.08")
Weight	600 g (1.32 lbs)



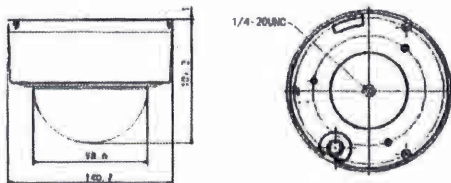
DS-2DE3304W-DE 3 MP Network Mini PTZ Repositionable Dome Camera



Key Features

- Easy Installation and Setup
- Remote Positioning of Pan/Tilt/Zoom
- 1/2.8" Progressive Scan CMOS 2048 x 1536
- 4x Optical Zoom, 16x Digital Zoom
- 0° to 350° Pan, 5° to 90° Tilt, 10°/Sec.
- DWDR
- IP66/IK10 Rated
- PoE (802.3af)
- Supports RS-485
- Supports Plug & Play
- Adapter Plate for Surface Mounting

Dimensions



Order Models

DS-2DE3304W-DE

Accessories



DS-2DE3304W-DE	
Camera Module	
Image Sensor	1/2.8" progressive scan CMOS
Minimum Illumination	f/1.8, AGC on, color: 0.05 lux, B/W: 0.01 lux
Maximum Image Resolution	2048 x 1536
Focal Length	2.8 mm to 12 mm, 4x
Digital Zoom	16x
Angle of View	105° to 33.5° (wide to tele)
Aperture Range	f/1.6 to f/2.7
Focus Mode	Auto/semiautomatic/manual
DWDR	Supported
S/N Ratio	≥ 52 dB
Shutter Speed	1/1 to 1/10,000 s
AGC	Auto/manual
White Balance	Auto/manual/ATW/indoor/outdoor/daylight lamp/sodium lamp
Day/Night	IR cut filter
Privacy Mask	8 privacy masks programmable
Enhancement	3D DNR, HLC/BLC
Pan and Tilt	
Range	Pan: 0° to 350°; tilt: 5° to 90°
Speed	Pan: 0.1° to 60°/sec (manual), 30°/s (preset) Tilt: 0.1° to 50°/sec (manual), 25°/s (preset)
Number of Presets	300
Patrols	8 patrols, up to 32 presets per patrol
Park Actions	Preset/patrol
Scheduled Tasks	Preset/reboot/patrol/self test/aux output
Features	
Detection	Intrusion detection, line crossing detection, audio exception detection, motion detection
ROI Encoding	Supports 4 areas with adjustable levels
Alarm	
Alarm I/O	1/1
Alarm Triggers	Intrusion detection, line crossing detection, motion detection, audio exception detection, dynamic analysis, tampering alarm, network disconnect, IP address conflict, storage exception
Alarm Actions	Preset, recording, relay output, upload center, upload FTP, e-mail linkage
Input/Output	
Audio Input	1 audio input (mic/line in), 2 to 2.4V(p-p); output impedance: 1K Ω, ±10%
Audio Output	1 output, line level, impedance: 600 Ω
Network	
Ethernet	10Base-T/100Base-TX, RJ-45 connector
Main Stream	30 fps @ 2048 x 1536, 1920 x 1080, 1280 x 960, 1280 x 720
Sub Stream	30 fps @ 704 x 480, 640 x 480, 320 x 240
Image Compression	H.264/MJPEG
Audio Compression	G.711ulaw/G.711alaw/G.726/MP2L2/G.722/PCM
Protocols	IPv4/IPv6, HTTP, HTTPS, 802.1X, QoS, FTP, SMTP, UPnP, SNMP, DNS, DDNS, NTP, RTSP, RTP, TCP, UDP, IGMP, ICMP, DHCP, PPPoE
Simultaneous Live View	Up to 20 users
MicroSD Memory Card	Supports up to 128 GB microSD/SDHC/SDXC card and edge recording
User/Host Level	Up to 32 users, 3 levels: administrator, operator, and user
Security Measures	User authentication (ID and PW); host authentication (MAC address); IP address filtering
System Integration	
Application Programming	Open-ended API, supports ONVIF, PSIA, CGI, and Genetec
Web Browser	IE 7+, Chrome 18+, Firefox 5.0+, Safari 5.02+
Power	POE, 12 VDC, maximum 8 W
Working Temperature	-30° C to 65° C (-22° F to 149° F)
Humidity	90% or less
Protection Level	IP66, TVS 4,000 V lightning, surge, and voltage transient protection
Certification	FCC, CE, UL, RoHS, IEC/EN 61000, IEC/EN 55022, IEC/EN 55024, IEC/EN 60950-1
Dimensions	Φ140.7 mm x 107.2 mm (5.54" x 4.22")
Weight (approx.)	950 g (33.5 oz)

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Tel: +1-909-895-0400 • Toll Free in USA: +1-866-200-6690 • E-Mail: sales.usa@hikvision.com • www.hikvision.com
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243
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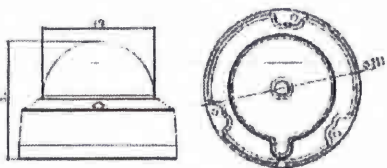
DS-2CD2142FWD-IS

4 MP WDR Fixed Dome Network Camera



- 4 Megapixel High Resolution
- Full HD1080p Video
- Dual Video Streams
- 2.8 mm, 4 mm, 6 mm Fixed Lens Options
- 120 dB Wide Dynamic Range
- 3D Digital Noise Reduction
- Smart Features
- PoE (802.3af)
- IR Range 30 Meters (~100 Feet)
- IP66 and IK08 Protection
- Audio and Alarm I/O
- Edge Storage, MicroSD Slot, 128 GB

Dimensions



DS-2CD2142FWD-IS	
Camera	
Image Sensor	1/3" progressive scan CMOS
Minimum Illumination	Color: 0.028 lux @ (f/2.0, AGC on); B/W: 0 lux with IR
Shutter Speed	1/3 s to 1/10,000 s
Lens	2.8 mm, 4 mm, 6 mm options
Angle of View	106° (2.8 mm), 83° (4 mm), 58° (6 mm)
Lens Mount	M12
Day/Night	IR cut filter with auto switch
Digital Noise Reduction	3D Digital Noise Reduction
Wide Dynamic Range	120 dB
Pan/Tilt/Rotation	Pan: 0° to 355°; tilt: 0° to 75°; rotation: 0° to 355°
Compression Standards	
Video Compression	H.264/MJPEG
H.264 Type	Main Profile
Video Bit Rate	32 Kbps to 16 Mbps
Dual Streams	Yes
Audio	G.711/G.722.1/G.726/MP2L2, 64 Kbps (G.711)/16 Kbps (G.722.1)/16 Kbps (G.729)/32 to 128 Kbps (MP2L2)
Image	
Maximum Resolution	2688 × 1520
Frame Rate	20 fps (2688 × 1520), 30 fps (1920 × 1080), 30 fps (1280 × 720)
Image Settings	Compression, color, saturation, brightness, contrast, sharpness, rotate mode, privacy mask
Backlight Compensation	Yes, zone configured
Region of Interest (ROI)	Yes
Analytics	
Smart Features	Line crossing detection, intrusion detection
Network	
Network Storage	NAS (supports NFS, SMB/CIFS), ANR
Alarm Triggers	Motion detection, line crossing detection, intrusion detection, tamper alarm, network disconnect, IP address conflict, storage exception
Protocols	TCP/IP, UDP, ICMP, HTTP, HTTPS, FTP, DHCP, DNS, DDNS, RTP, RTSP, RTCP, PPPoE, NTP, UPnP, SMTP, SNMP, IGMP, 802.1X, QoS, IPv6, Bonjour
Security	Three level user authentication, password authorization, HTTPS and SSH certificate, IEEE802.1X, basic and digest authentication, watermark, IP address filtering, log-in lockout
Standards	ONVIF (PROFILE S, PROFILE G), PSIA, CGI, ISAPI
Interface	
Communication	1 RJ-45 10M/100M Ethernet port
On-Board Storage	Built-in microSD/SDHC/SDXC slot, up to 128 GB
Alarm	1x alarm I/O
Audio	1x audio I/O
General	
Operating Conditions	-30° C to 60° C (-22° F to 140° F), humidity 95% or less (non-condensing)
Power	12 VDC ±10%, PoE (802.3af)
Power Consumption	Maximum 5 W
IR Range	Approximately 30 meters (~100 feet)
Ingress Protection	IP66
Impact Protection	IEC60068-275Eh, 20J, EN50102, up to IK10
Dimensions	Φ111 mm × 82 mm (4.4" × 3.2")
Weight	500 g (1.1 lbs)

Accessories



Order Model

DS-2CD2142FWD-IS

244

Hikvision USA Inc., 908 Canada Court, City of Industry, CA 91748, USA • Hikvision Canada, 4485 Dobrin, St-Laurent, Quebec, Canada, H4R 2L8
 Tel: +1-909-895-0400 • Toll Free in USA: +1-866-200-6690 • E-Mail: sales.usa@hikvision.com • www.hikvision.com
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010816US

FILED
WILLIAMSON COUNTY
CLERK OF COURT
2019 AUG 29 AM 9:19

FILED FOR ENTRY _____



Williamson County Sheriff's Office
305 Public Square
Franklin, Tennessee 37064
615-790-5492

TO: _____
OR RESIDENT _____

Legal process has been issued and forwarded to the Sheriff's Office for service. This requires that **Civil Process** be served to you.

THIS IS NOT AN ARREST WARRANT

Please contact Deputy [REDACTED] at 615-[REDACTED] to make arrangements to pick up or have your paper delivered.

Thank you

Office Hours: 7:00 am-5:00 pm Monday-Friday

CHANCELLOR MICHAEL W. BINKLEY
Williamson County Chancery Court

EXHIBIT - I

RE: Fenton v Fenton Case# 48419B

246

As a result of the events I described in my letter dated May 30, 2017, and compounded by your non-responsive responses to my inquiries, I have experienced considerable emotional distress because you have given me no reasonable assurance that the WCSO will respect my "right of exclusion" and expectation of privacy on my property now or in the future. I have done my best to communicate to you with honesty, integrity, and accuracy about events which shocked and frightened me, while trying to give the WCSO the "benefit of the doubt", asking you for clarification rather than jumping to conclusions. But so far, my letters have yielded absolutely no progress towards resolution, and no relevant or helpful information from you whatsoever. However, I do not wish to "continue to engage in debate" with you, and I do not wish to bring full legal action against you at this time; therefore, this letter is my attempt to provide myself some remedy, to restore my peace and enjoyment of my home and property that your officers took away from me by ignoring my "No Trespassing" signage on May 15th, and again on May 24th, compounded by their outrageously disrespectful behavior. This letter is to serve as a formal Trespass Notice:

To: The Williamson County Sheriff's Office

You are hereby notified that, effective immediately, unless you have an official warrant or you are responding to a specific emergency, you are expressly forbidden from entering on or into the property occupied by me in Williamson County, at address 1986 Sunny Side Drive, Brentwood, Tennessee, 37027. This "No Trespass" notice will remain effective continuously into the future, for as long as I reside at this property, until expressly rescinded by me in writing. Failure to comply with this notice may result in legal action against your organization.

In case you harbor any doubts about the behavior of the two WCSO officers as I described in my letter dated May 30, 2017, I am including a few photos of my original signage, demonstrating that my signage was unavoidably clear and noticeable by anyone approaching my property. I further have photos of postal and parcel deliveries left curbside, at the base of my signs, balancing on top of my brick mailbox, and even left in the ditch, as my expectation to privacy was clearly marked, broadly understood, and reasonable to all except for the WCSO. I am also including some photos which were taken by my home security system, on both May 15th and May 24th, providing you with proof of your officers' illegal actions upon my property, in light of the obvious and clear signage posted. These are only a few snapshots of the video footage that I have, but should be enough to substantiate that my complaints to you are accurate and legitimate.

Recently I have posted new "No Trespassing" signage at the driveway entering my property, a copy of which is attached to this letter for your information. I believe this signage removes any possible ambiguity or misinterpretations regarding my expectation of privacy.

In hopes that you will better understand my intentions, I am also including with this letter a copy of the dissenting opinion written by Justice Sharon G. Lee of the Tennessee Supreme Court regarding *State of Tennessee vs. James Robert Christensen Jr.*, No. W2014-00931-SC-R11-CD. The opinions expressed by Justice Lee in this document generally mirror my own sentiments, and I largely agree with her interpretations of private property rights and conclusions. If you haven't already, I would encourage you to read Justice Lee's opinion and consider its merits.

Lastly, I am giving you notice that I have no influence over, and am in no way responsible for Jeff Fenton's actions. You cannot assume that I know about his actions or his whereabouts, and you certainly cannot assume that I support, agree with, or assist him. He and I are going through a difficult time in our relationship, and you need to respect us as separate persons.

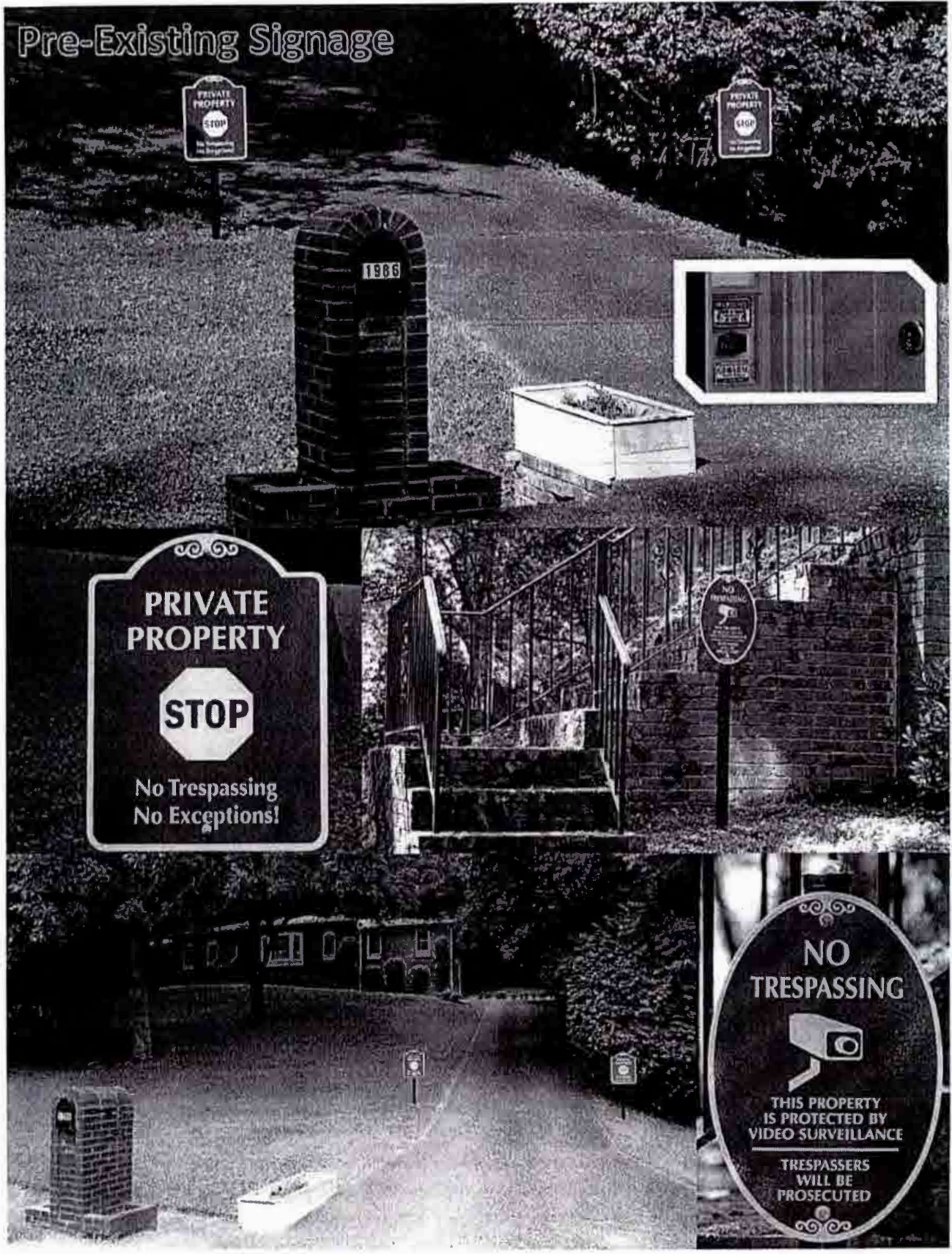
I sincerely hope that there will be no need for further communication on this matter, and I wish you the best in your continued service to Williamson County.

Sincerely,


Fawn Fenton

Homeowner and resident of 1986 Sunny Side Drive.

(Attachments sent only via U.S. Mail)



Pre-Existing Signage

PRIVATE PROPERTY
STOP
No Trespassing
No Exceptions!

PRIVATE PROPERTY
STOP
No Trespassing
No Exceptions!

1986

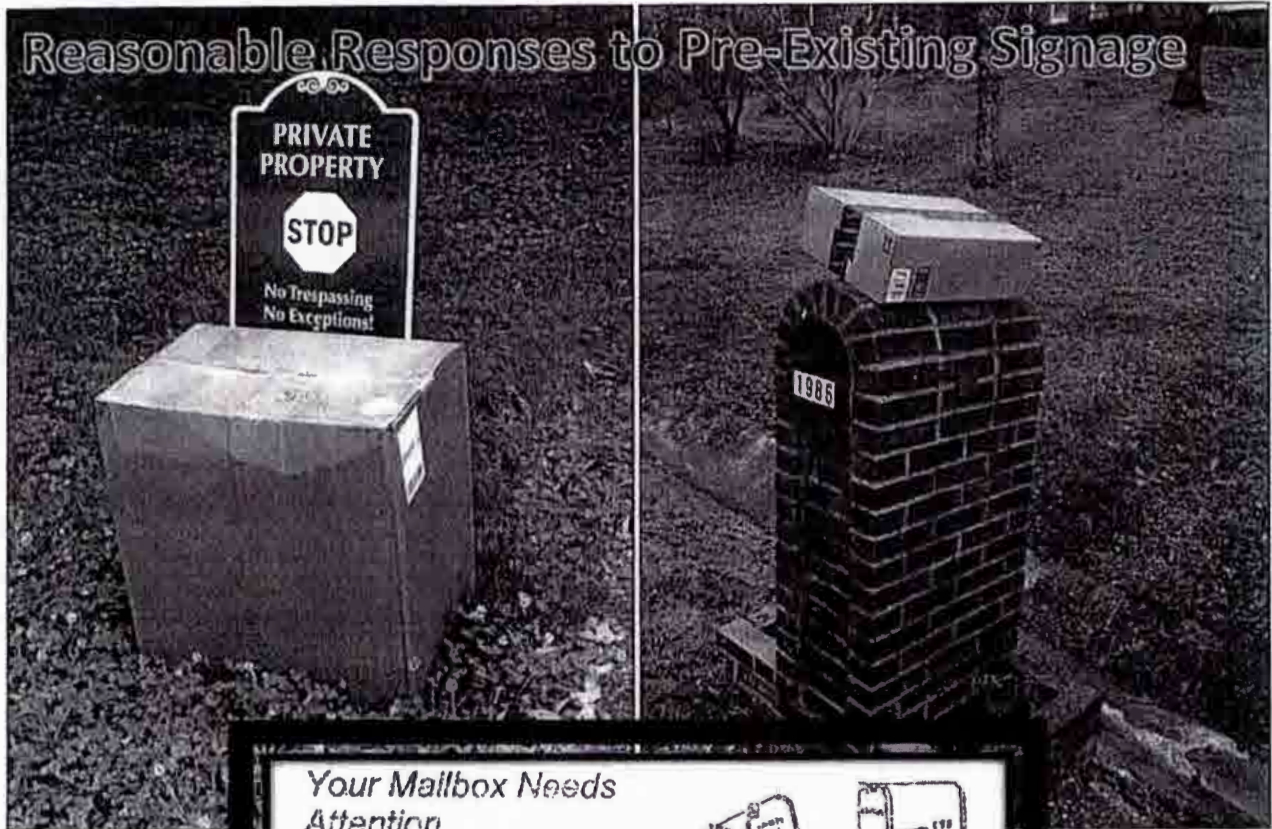
PRIVATE PROPERTY
STOP
No Trespassing
No Exceptions!

NO TRESPASSING



NO TRESPASSING

THIS PROPERTY IS PROTECTED BY VIDEO SURVEILLANCE

TRESPASSERS WILL BE PROSECUTED



Your Mailbox Needs Attention
 1-13-16
(2011)

WHICH ONE LOOKS LIKE YOUR MAIL BOX?

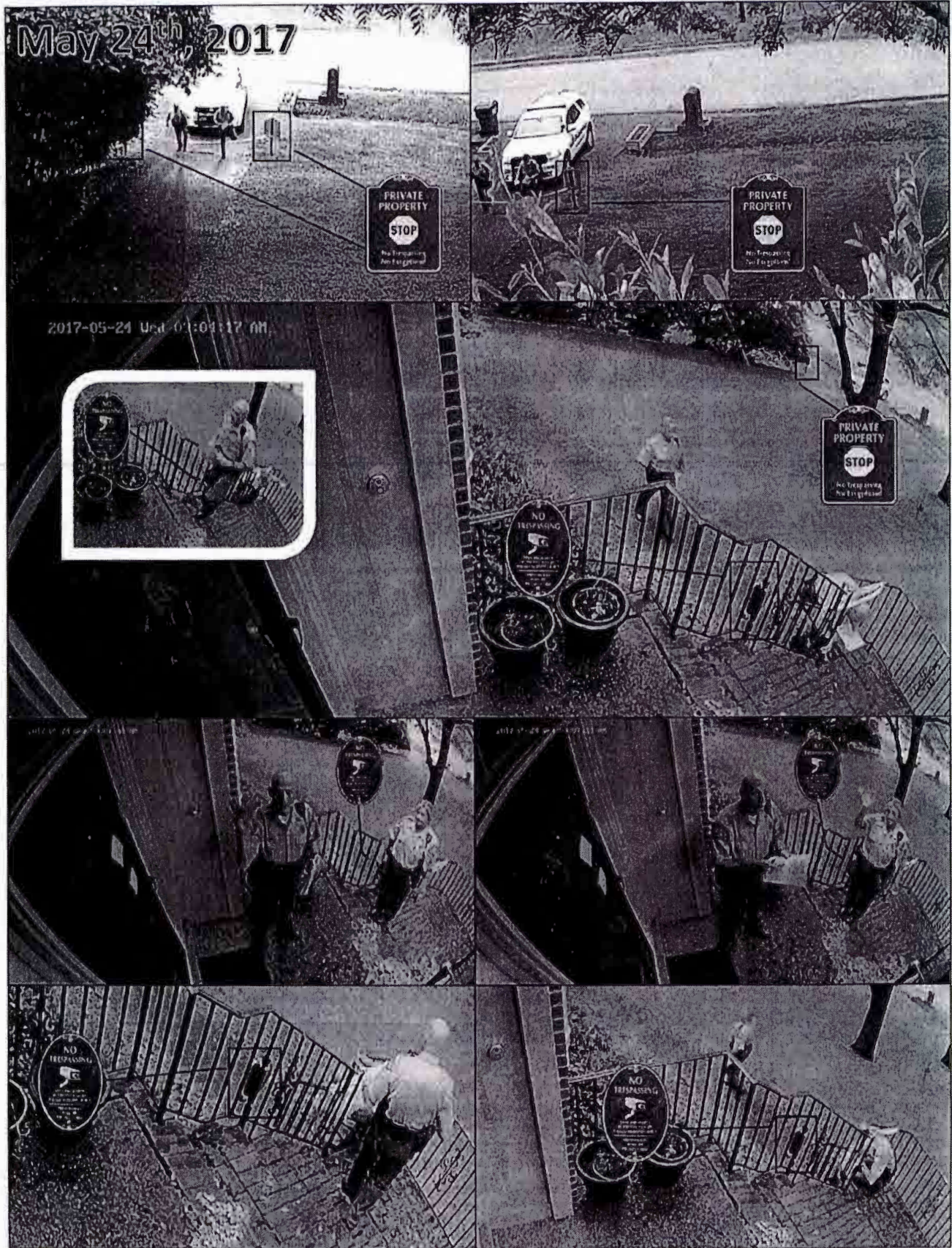
Postal regulations require customers to provide and erect at their own expense rural mail boxes which meet official standards. A recent inspection disclosed the following faults.

1. Your box is not an approved box	10. The Signal Flag needs attention
2. The door needs attention	11. Your box is too near the road
3. Box must be located so carrier can serve it without leaving vehicle	12. Your box is too far from the road
4. Your box is not weathproof	13. Your box should face the road
5. Your box should be raised _____ inches	14. Your box should be securely fastened to its support
6. Your box should be tapered _____ inches	15. Your box should be made level, and the post firmly planted
7. Your box must be inclined on its right-hand side of the road in the carrier's direction of travel	16. A new post for your box should be provided
8. The approach to your box should be filled and properly graded & kept unobstructed at all times	17. The rural box number must be printed in numerals not less than one inch high on the side of the box visible to the carrier as they approach it or on the box door if the boxes are grouped
9. The approach to your box should be kept clear of snow, vehicles, and other obstacles	18. Your box should be painted to prevent rusting
	19. Your house number must be clearly displayed _____ on your house or _____ on your box

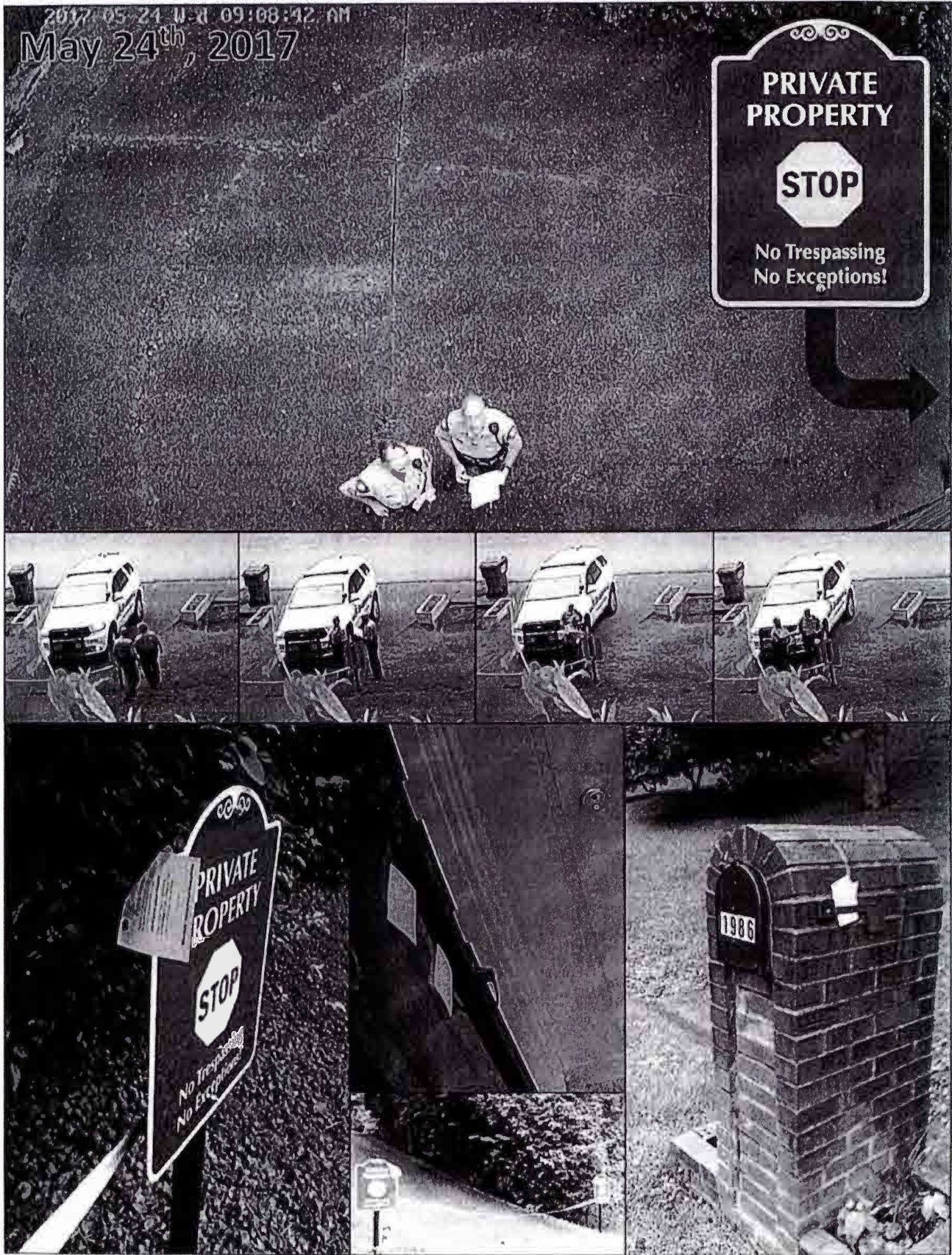
20. Carrier Remarks

*I saw your no trespassing sign! Do you still want packages delivered to your house.
 Thanks, your mail carrier*





253





FENTON RESIDENCE
 1986 Sunny Side Drive
 (INVITED FRIENDS & WILDLIFE WITCOMES)
 ~ ALL OTHERS ~

STOP

NO TRESPASSING
 (U.S. Const. amend. IV / T.C.A. §§ 39-14-405-39-14-407)

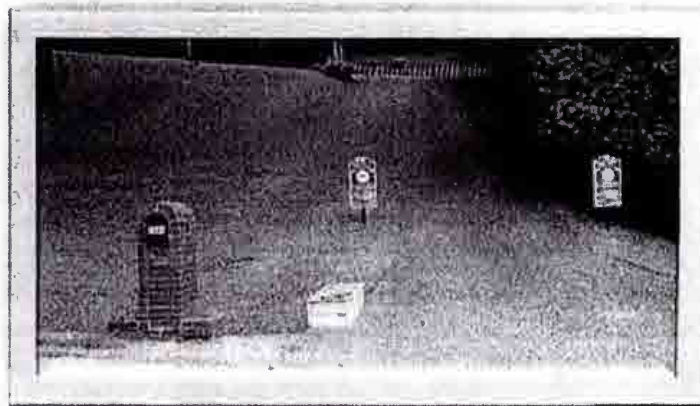
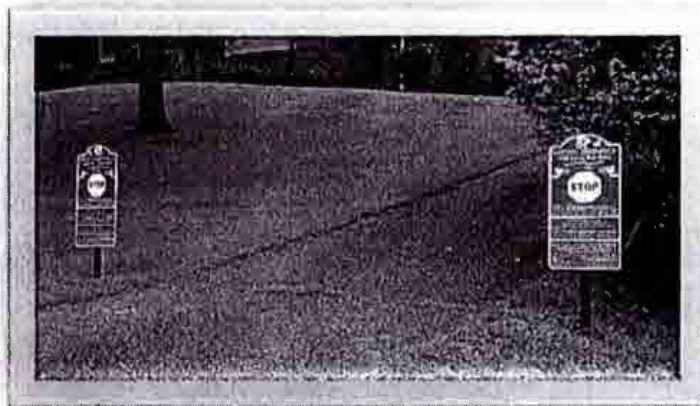
ILLUSTRATIONS: Please Lock the Garage.
 VISITORS: Confirmed Appointment Required in Advance.
 DIRECTOR: Use and Abuse to the Service of Peace, Order and Property.

ALL OTHER IMPLIED LICENSE TO ENTER IS HEREBY REVOKED.

NO ENTRY (to LAW ENFORCEMENT)
 ♦ "Knock-and-Talk" is expressly Forbidden. ♦

DO NOT Please Don't Proceed Past the Ditch

Audio & Video Surveillance in Use: Visitors will be video recorded & audio recorded. All recordings are stored on a secure server. All recordings are subject to review by law enforcement. All recordings are subject to release to law enforcement. All recordings are subject to release to law enforcement.



FENTON RESIDENCE
1986 Sunny Side Drive

INVITED FRIENDS & WILDLIFE WELCOME!

~ 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 Entering YOU AUTHORIZE the USE of ANY Media Capture 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.

TRANSMISSION VERIFICATION REPORT

TIME : 10/09/2017 09:36
NAME : UPS STORE 3355
FAX : 6153778128
TEL : 6153778100
SER.# : BROE8J808035

DATE, TIME 10/09 09:35
FAX NO./NAME 6157908861
DURATION 00:00:51
PAGE(S) 03
RESULT OK
MODE STANDARD
ECM



TRANSMISSION VERIFICATION REPORT

TIME : 10/09/2017 09:34
NAME : UPS STORE 3355
FAX : 6153770120
TEL : 6153778100
SER. # : BROE8J800035

DATE, TIME 10/09 09:33
FAX NO./NAME 6157905500
DURATION 00:00:49
PAGE(S) 03
RESULT OK
MODE STANDARD
ECM

258

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>X <i>J. Payne</i></p>	
<p>1. Article Addressed to:</p> <p>WILLIAMSON COUNTY SHERIFF ATTN: SHERIFF JEFF LONG 408 CENTURY COURT FRANKLIN, TN 37064</p>	<p>B. Received by (Printed Name)</p> <p><i>J. Payne</i></p>	<p>C. Date of Delivery</p> <p><i>10/18</i></p>
	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>	
<p>2. Article Number (Transfer from service label)</p> <p>7017 0190 0000 6516 2942</p>	<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> G.O.D.</p>	
	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>PS Form 3811, February 2004 Domestic Return Receipt 102565-02-M-1540</p>		

<p>UNITED STATES POSTAL SERVICE MEMPHIS TN 380 16 OCT '17 PM 2</p>		<p>First-Class Mail Postage & Fees Paid USPS Permit No. G-10</p>
<p>• Sender: Please print your name, address, and ZIP+4 in this box •</p> <p>FAWN FENTON 1986 SUNNY SIDE DR. BRENTWOOD, TN 37027</p>		
		

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Tracking

FAQs

Track Another Package +

Remove X

Tracking Number: 70170190000065162942



Delivered

Expected Delivery on: Wednesday, October 18, 2017 by 8:00pm ⓘ

Product & Tracking Information

See Available Actions

Postal Product:
First-Class Mail®

Features:
Certified Mail™
Return Receipt

DATE & TIME	STATUS OF ITEM	LOCATION
October 18, 2017, 10:51 am	Delivered, Front Desk/Reception	FRANKLIN, TN 37064
Your item was delivered to the front desk or reception area at 10 51 am on October 18, 2017 in FRANKLIN, TN 37064.		
October 18, 2017, 8:40 am	Arrived at Unit	FRANKLIN, TN 37064
October 18, 2017, 5:18 am	Arrived at USPS Facility	FRANKLIN, TN 37064
October 18, 2017, 4:22 am	Departed USPS Regional Facility	NASHVILLE TN DISTRIBUTION CENTER
October 18, 2017, 2:15 am	Arrived at USPS Regional Facility	NASHVILLE TN DISTRIBUTION CENTER
October 18, 2017, 2:09 am	Departed USPS Regional Facility	NASHVILLE TN DISTRIBUTION CENTER ANNEX
October 18, 2017, 12:48 am	Arrived at USPS Regional Facility	NASHVILLE TN DISTRIBUTION CENTER ANNEX
October 17, 2017, 10:38 pm	Arrived at USPS Regional Facility	NASHVILLE TN DISTRIBUTION CENTER ANNEX
October 17, 2017, 4:37 pm	USPS in possession of item	BRENTWOOD, TN 37027

See Less ^

260

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®

OFFICIAL USE

Certified Mail Fee \$5.35

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$3.00

Return Receipt (electronic) \$3.00

Certified Mail Restricted Delivery \$3.00

Adult Signature Required \$3.00

Adult Signature Restricted Delivery \$3.00

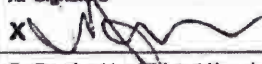
Postage \$3.32

Total Postage and Fees \$7.42

Postmark Here
 BRENTWOOD, TN - 37027
 OCT 17 2014

Sent to
BUERGER, MOSELEY & CARSON, USA CARSON
 Street and Apt. No., or PO Box No.
306 PUBLIC SQUARE
 City, State, ZIP+4
FRANKLIN TN 37064

PS Form 3800, April 2015 PSN 7530 02 000 0047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>X </p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p>BUERGER, MOSELEY & CARSON ATTN: LISA M. CARSON 306 PUBLIC SQUARE FRANKLIN, TN 37064</p>	<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label)</p> <p>7017 0190 0000 6516 2959</p>	
PS Form 3811, February 2004	Domestic Return Receipt 102595-02-M-1540

UNITED STATES POSTAL SERVICE

First-Class Mail Postage & Fees Paid USPS Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

FAWN FENTON
1986 SUNNY SIDE DR.
BRENTWOOD, TN 37027

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).

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))).

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).

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).

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.").

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))).

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.

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

TNJ:On the Hill

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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 Appeals' 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](#).

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- > October 2017
- > September 2017
- > August 2017
- > July 2017
- > June 2017
- > May 2017
- > April 2017
- > March 2017
- > February 2017
- > January 2017
- > December 2016
- > November 2016
- > October 2016



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BUERGER, MOSELEY & CARSON, PLC
Williamson County Attorneys
306 Public Square
Franklin, TN 37064
(615) 794-8850
(615) 790-8861 Fax



July 17, 2017

Fawn T. Fenton
1986 Sunny Side Drive
Brentwood, TN 37027

Dear Ms. Fenton,

This office represents Williamson County, including its Sheriff's Department, with regard to various matters. Your recent letter to Sheriff Jeff Long has been passed along to me for reply. While we are sorry that you were disappointed with Sheriff Long's previous letter, he is not, as Sheriff of Williamson County, in a position to give you legal advice. Your correspondence essentially seeks a series of legal opinions based upon hypothetical questions. It is not productive to continue to engage in debate with you about the implications of various actions you might or might not choose to take. We would encourage you to seek your own legal counsel for interpretation of these matters if you are dissatisfied with the Sheriff's responses.

Sincerely,

A handwritten signature in black ink, appearing to read "Lisa M. Carson", is written over the word "Sincerely,".

Lisa M. Carson

xc: Sheriff Jeff Long



Buerger, Moseley, & Carson, PLC
Williamson County Attorney's
306 Public Square
Franklin, TN 37064

NASHVILLE
TN 370
17 JUL 17
FM 21



Fawn T. Fenton
1986 Sunny Side Drive
Brentwood, TN 37027

37027-540486



276

Fawn T. Fenton
1986 Sunny Side Drive
Brentwood, TN 37027

Please send all correspondences
Via U.S. Mail, standard post.

July 7, 2017

Via U.S. Mail and facsimile to (615) 790-5580

Sheriff Jeff Long
Williamson County Sheriff's Office
408 Century Court
Franklin, TN 37064
P: (615) 790-5560
F: (615) 790-5580

RE: *Trespassing at Fawn Fenton's Residence*

Dear Sheriff Long:

I received your letter dated June 7th, 2017, in response to my original correspondence with you. Thank you for taking the time to read my letter and for acknowledging your receipt of it; however, I am disappointed in the brevity of your response, and that you chose not to answer a single question that I had asked. I thought that your response would be one of surprise and apology, and hoped you would bring correction within your department so that such behavior does not persist or become routine. Regretfully, the wording of your response made me think that you not only dismissed my concerns, but that you might even condone your officers' actions on my property. This has been troubling me, with the "principal" of even greater concern than the unjust incidents in question.

Laws, as with all written words, are subject to interpretation. As I'm sure you know all too well, citizens and law enforcement alike tend to push the boundaries of the law to the outer edge of what they believe is "reasonably arguable". Perhaps this is part of human nature. However, I believe that the two WSCO officers trespassing and littering upon my property on May 24th, was a case where the "ends" most certainly did not justify the "means."

I would like to be more clear on "the extent of [WSCO] authority when entering property", so that I may more accurately understand and align my expectations.

278

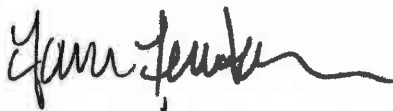
Therefore, I am asking you again to please answer my questions below, to explain to me how your department views "no trespassing" situations:

1. In your letter, you say "It is our intent to abide by the controlling law at all times..." Specifically what do you interpret as the "controlling law" in this instance? As I am a bit of a code and rule enthusiast, can you please tell me exactly the document and sections to look up?
2. Is the "Majority Opinion of the Tennessee Supreme Court, as written by Chief Justice Jeffry S. Bivins, in the STATE OF TENNESSEE V. JAMES ROBERT CHRISTENSEN, JR. (No. W2014-00931-SC-R11-CD - Filed April 7, 2017)" the basis by which you believe that your deputies actions were legal?
3. In your interpretation, would (or should) the copy which I sent you of my new signs that I am posting on my property, legally dissuade your officers from entering my property again, under similar circumstances?
4. Would this signage alone be enough to legally prevent visitors (including your officers, other than the specific exceptions noted on the copy) from entering my property? Or do I need to include physical barriers, such as gates and fencing, to prevent unwanted people from entering?

I ask you again to please reply back to me, and to please devote some more time and thoroughness to my questions, that if nothing else I might have a better understanding of expectations in regards to my private property and trespassing concerns.

Thank you again for taking the time to read my letters. I appreciate your concern and devotion to Williamson County, and I eagerly await your response.

Sincerely,



Fawn Fenton

Homeowner and resident of 1986 Sunny Side Drive.

TRANSMISSION VERIFICATION REPORT

TIME : 07/07/2017 15:35
NAME : FEDEX OFFICE #530
FAX : 615-269-8996
TEL : 615-269-9919
SER. # : U63314F4J711508

DATE, TIME	07/07 15:04
FAX NO. /NAME	6157905580
DURATION	00:00:42
PAGE(S)	02
RESULT	OK
MODE	STANDARD ECM

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<p>1. Article Addressed to:</p> <p>SHERIFF JEFF LONG WILLIAMSON COUNTY SHERIFFS OFFICE 408 CENTURY CT. FRANKLIN, TN 37064</p> <p>9590 9403 0163 5120 4040 92</p>	<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>
<p>2. Article Number (Transfer from service label)</p> <p>7015 0640 0003 8051 1212</p>	<p>Restricted Delivery</p>
<p>PS Form 3811, April 2015 PSN 7530-02-000-9053</p>	<p>Domestic Return Receipt</p>

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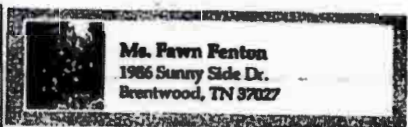
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 BRENTWOOD TN 37027

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9590 9403 0163 5120 4040 92



SHERIFF JEFF LONG
WILLIAMSON COUNTY SHERIFF'S OFFICE
408 CENTURY CT.
FRANKLIN, TN 37027

... 282



WILLIAMSON COUNTY SHERIFF'S OFFICE
408 CENTURY COURT
FRANKLIN, TENNESSEE 37064
615.790.5604 OFFICE
615.595.1208 FAX
JEFFL@WILLIAMSONTN.ORG



June 7, 2017

Fawn T. Fenton
1986 Sunny Side Drive
Brentwood, TN 37027

Dear Ms. Fenton:

I am in receipt of your letter dated May 30, 2017. We are always interested in hearing the concerns of citizens. Please be assured that the Sheriff's Office is cognizant of its duty to serve legally-issued process, and of the extent of its authority when entering property to serve such process. It is our intent to abide by the controlling law at all times, and we will continue to do so.

Sincerely,

A handwritten signature in black ink that reads "Jeff Long".

Jeff Long

Cc: Lisa Carson



WILLIAMSON COUNTY SHERIFF'S OFFICE
408 CENTURY COURT
FRANKLIN, TENNESSEE 37064

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Fawn T. Fenton
1986 Sunny Side Drive
Brentwood, TN 37027

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285

*Fawn T. Fenton
1986 Sunny Side Drive
Brentwood, TN 37027*

Please send all correspondences
Via U.S. Mail, standard post.

May 30, 2017

Via U.S. Mail and facsimile to (615) 790-5580

Sheriff Jeff Long
Williamson County Sheriff's Office
408 Century Court
Franklin, TN 37064
P: (615) 790-5560
F: (615) 790-5580

RE: WCSO Officers Trespassing, Harassing, Littering at Fawn Fenton's Residence

Dear Sheriff Long:

I would like to bring to your attention that recently, WCSO officers have broken the law trespassing on my property. Last week, two officers flagrantly disregarded my 'No Trespassing' signage and physical barriers, while attempting to intimidate me through needless repeated doorbell ringing and excessively loud pounding near my front door. They then mockingly wedged and taped more than a dozen yellow paper notices around the exterior of my residence, littering my property in an effort to embarrass me before my neighbors. I need this harassment to stop, and I am asking you to correct this behavior within your department and for WCSO officers to respect the privacy of my property in the future.

As I am often home alone, I like to rest assured that my property, my pets, and my person are safe and under my control. Therefore, my house is equipped with several video surveillance cameras that allow me to remotely monitor the immediate exterior curtilage around my home, including the driveway and front porch. For notice to the public, I have two large signs that say "STOP" No Trespassing! No Exceptions!" near the lower part of my driveway, one sign on each side, for people who might want to approach my house from the street (since the driveway is the only access up to the house). If a visitor comes up the driveway anyway, they will see at the front corner of the house, there is a sign that says "Monitored by Geoarm Security", which is the external company that monitors my house alarms. At the bottom of the steps leading to the front porch, there is a large sign that says "No Trespassing - This Property Protected by Video Surveillance - Trespassers Will Be Prosecuted". There are also highly visible adhesive signs on the garage man-door and the front door sidelite that say 'No Trespassing' and "Warning, Audio

287

and Video Recording in Use". There is a similar sign near the gate that separates the driveway from the back yard. Therefore, with all this signage clearly in place, in the past, both companies and individuals alike have consistently been extremely respectful of my property, my boundaries, and my privacy. No one, for a lack of "more specific instructions" or impenetrable barriers, has proceeded onto my property, with the only known exception being the recent actions of the WSCO. I have felt that it is very clear to the casual observer that I have a "reasonable expectation of privacy" on my property, especially near my home.

Despite this, your department has been trying to serve some kind of Civil Process to my husband, Jeff Fenton, and WSCO officers have committed criminal trespass (and possibly aggravated criminal trespass) in their efforts to get my attention. From the video and audio recordings I have from my security system, I can describe to you the exact events to which I am referring. It started on Monday, May 15, 2017 at 10:12 am, when a WSCO officer drove his vehicle up my driveway, parked at the top near the house, and walked to the front porch. He clearly saw the camera mounted in the upper corner of the porch ceiling as he rung my doorbell. He left a yellow slip of paper wedged in the seam of the storm door regarding the legal process he was attempting to serve, and at 10:15 am, backed his vehicle down the driveway and left. I retrieved the yellow notice that evening when I got home from work, and saw that it was addressed to "Jeffrey R. Fenton", and on it was printed to contact Deputy Gary Brown to retrieve the papers. I disregarded this notice, since it is not for me and I am under no obligation to deliver it. The officer can't even know for certain whether or not Jeff Fenton lives here or visits, and I am under no obligation to answer the door or accept any paperwork for Mr. Fenton.

Since I did not want any further visitors regarding my husband's business, I used a fluorescent yellow cargo strap which I strung approximately 18" to 24" above the ground between the two "No Trespassing" signs on the lower end of my driveway, and on Wednesday May 17, created a physical barrier so that a vehicle could not drive up my driveway without hitting or removing the strap. I also put a yellow strap across the railings of the steps blocking access to my front porch, as a secondary visual and physical barrier indicating that visitors were not welcome to the front door. On Monday, May 22, 2017 at 10:15 am, a WSCO officer drove by my property again, but this time upon seeing the barriers, did not attempt to come up the driveway, and instead left another identical yellow paper notice addressed to Jeffrey R. Fenton wedged behind the flag on my brick mailbox.

Then on Wednesday, May 24, 2017, two officers arrived at my residence at 8:02 am. The male officer parked a WSCO vehicle on the lower end of my driveway in front of the yellow strap barrier, while the female officer parked her unmarked vehicle in front of my neighbor's house. Then they exited their vehicles and proceeded to step over my strap barrier and walked up my driveway on foot. They walked to the front porch, and both ducked and crawled under the yellow strap barrier there to access the front porch. The male officer stood on the porch and rung the doorbell multiple times, while the female officer stood on the landing looking through my front windows, watching my dog bark and trying to discern if anyone might be home. The male officer tried to open the storm door, but found it locked, and then he pounded very loudly on the side of the sidelite frame and called out "Mr. Fenton!" At 8:06 am, the male officer folded and wedged two of the yellow notices in the frame of the storm door. The female officer, who had brought

with her a roll of what appeared to be clear packing tape, proceeded to tear off pieces of tape which she handed to him, and he taped three more yellow notices, two on the storm door and one on the sidelite, for a total of five yellow papers cluttering the face of my front door. The male officer rang the doorbell again, and they both looked directly at the video camera on the porch ceiling and waved. They then went back down the steps and crawled under the yellow strap and walked back to the driveway. At 8:09 am, both officers walked around the garage-side of the driveway, and the male officer wedged and taped several more yellow notices to the man-door at the side of the garage. The male officer took a quick look through the fence at the back yard before following the female officer back towards the front of the house. They both proceeded to walk in the grass alongside the driveway back to their vehicles. The female officer taped yet more yellow notice papers, one on to each of my "No Trespassing" signs, and the male officer put another one wedged in the mailbox flag. At 8:11 am, they both moved their vehicles such that one was on each side facing my driveway, and stayed parked on the street in front of my house until 8:21 am, when they finally drove away.

Clearly, these two officers were mocking my attempts to keep them and other trespassers off my property and away from my home. I am very disturbed at their blatant disregard of my signage and physical barriers, as well as for Tennessee's trespassing laws in general. Certainly, you are familiar with TCA 39-14-405 regarding Criminal Trespass, which clearly has no defense for the actions of these officers. Even TCA 39-14-406 regarding Aggravated Criminal Trespass appears relevant to this matter, stating: *(a) A person commits aggravated criminal trespass who enters or remains on property when: (1) The person knows the person does not have the property owner's effective consent to do so; and (2) The person intends, knows, or is reckless about whether such person's presence will cause fear for the safety of another...*" After taking down the numerous yellow notice papers from around my property, I had to have conversations with several of my neighbors, who had seen the officers repeated visits and the excess of yellow papers, and asked me if something was wrong and if they needed to be concerned about their own property. I believe this was part of the officers' intent on May 24th - to not only attempt to intimidate me, but also to draw the attention of my neighbors and bring embarrassment or negative attention to my situation.

I certainly hope that completely ignoring "No Trespassing" signage is not a formal policy within the WSCO, and that circumventing physical barriers without just cause is not a regular practice? These officers are not even pursuing anything related to a crime; this is just a civil legal notice. It is my understanding that Mr. Fenton has been under some financial difficulty, and I assume whatever your department has been asked to deliver is related to that, but I think it can't be very serious since Mr. Fenton has never had much in the way of income or assets to my knowledge. His and my finances are completely separate, and I do not need to get involved. Rather, your officers need to respect the privacy of my property! They are violating the Fourth Amendment of the Constitution and breaking Tennessee law to deliver some civil papers to someone with no criminal history that they can't even be sure might be found at this address. I would expect WSCO officers to be examples to other citizens of how to respect and uphold laws, not to demonstrate the disrespectful invasiveness shown by these two that were at my home on May 24th.

I have now posted new signs around my property, a copy of which is attached to this letter, which I hope will make it expressly clear who I expect to allow on my property and under what circumstances, so that there can be no argument about "implied consent" or that "not every entry onto personal property is a search." In order to get these signs up quickly (several are now posted as of May 25th), I just printed them on my computer and had them laminated; however, I intend to replace my current "No Trespassing" signs with professionally manufactured larger signs showing this content. I am requesting your feedback on the verbiage of this sign, a statement from you on whether you believe this sign is sufficient to legally protect me against unannounced and undesired visitors. I would appreciate a written letter from you in response. In particular, if I post this sign (or multiple copies of it) at the entrance to my property, will the sign(s) alone be sufficient to convey my intent, so that I can remove the strap (physical barrier) across my driveway? I would prefer to secure my expectation of privacy with only signage, rather than persisting with physical obstacles, but please let me know your and your department's interpretation of privacy requirements.

In addition, I am requesting that you review with your entire department the legal boundaries of trespassing, and how your officers should interpret signage and barriers. The conduct of these two officers at my property on May 24th was what NOT what "a reasonably respectful citizen would be expected to do" given the signage and barriers present, even if they believed they had legitimate business to conduct with me. Your officers need to be able to objectively look at the communication presented by 'No Trespassing' signage and barriers, and conclude whether "a reasonable person" would proceed onto private property, law enforcement or not. I hope that you can assure me that I will not have officers in the future who encroach onto my property without more urgent reasons. Specifically, I would like the names and badge numbers of the two officers who papered my property on May 24th, and acknowledgement that they understand my intent and privacy expectations. Please respond to me about this also, via letter.

As I mentioned, I have video recordings from my security system of each time WSCO officers visited my home, and some audio recordings as well. Several different cameras from multiple angles show exactly how they acted unreasonably. I hope that by writing you this letter and asking for your cooperation, there will be no need for me to show these videos to my legal counsel, or to share these videos with others, to let people know what to expect when private property is posted simply with 'No Trespassing'. If you can give me assurance that my property boundaries will be respected by WSCO officers from now on, I will be very appreciative and it will ease the concerns of my neighbors. Thank you for your attention to this matter.

Sincerely,



Fawn Fenton

Homeowner and resident of 1986 Sunny Side Drive.

FENTON RESIDENCE

1986 Sunny Side Drive

NO TRESPASSING (T.C.A. § 39-14-405)

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.

**Absolutely
NO ENTRY to LAW ENFORCEMENT,
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.**

Audio & Video Surveillance In Use ~ Violators will be Prosecuted.

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TIME : 05/31/2017 08:46
NAME : FEDEX OFFICE 0530
FAX : 615-269-0996
TEL : 615-269-9919
SER.# : U63314F4J711500

DATE, TIME	05/31 08:44
FAX NO./NAME	6157905500
DURATION	00:02:04
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 MAY 30 2017
 0291 01
 37215-9998 05/30/2017

Sent To
 SHERIFF JEFF LONG, W.C.S.O.
 Street and Apt. No., or PO Box No.
 408 CENTURY COURT
 City, State, ZIP+4®
 FRANKLIN TN 37064

PS Form 3800, April 2015 PSN 7530-02-000-0047 See Reverse for Instructions

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<ul style="list-style-type: none"> Complete items 1, 2, and 3... Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature X T. Payne <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) T. Payne</p> <p>C. Date of Delivery 5-31-17</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to: SHERIFF JEFF LONG WILLIAMSON COUNTY SHERIFFS OFFICE 408 CENTURY CT. FRANKLIN, TN 37064</p> <p>9590 9403 0183 5120 4040 09</p>	<p>3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>
<p>2. Barcode 7015 0640 0003 8051 1229</p>	<p>Restricted Delivery</p>
PS Form 3811, April 2015 PSN 7530-02-000-9053	Domestic Return Receipt

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706 370
 31 MAY 17

First-Class Mail
 Postage & Fees Paid
 USPS
 Permit No. G-10

• Sender: Please print your name, address, and ZIP+4® in this box•

FAWN FENTON
 1986 SUNNY SIDE DR.
 BRENTWOOD, TN 37027

USPS TRACKING#

9590 9403 0183 5120 4040 09

293

CLERK & MASTER

April 27, 2019

AUG 29 AM 9: 22

FILED FOR ENTRY

Dear Betty, Ronald & Jeff,

Please attach to trust documents.

I expect a good chance of getting dementia as I age - as both parents did. I plan to carefully conserve my money through these years. If I become incapacitated, I want the money to be used to keep me in my home with my dog and my books. It should be relatively easy to safeguard the docs so I only have access to the backyard. I do not want my children in the position of caring for me.

Thanks for your help,

Margaret A Fenton

CHANCELLOR MICHAEL W. BINKLEY
Williamson County Chancery Court

EXHIBIT - J

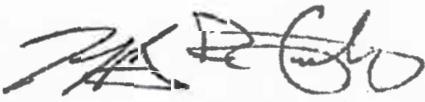
RE: Fenton v Fenton

Case# 48419B
294

LOANS TO JEFFREY R. FENTON FROM MARSHA A. FENTON

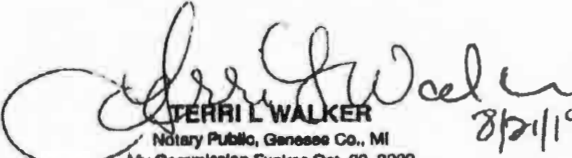
10/03/2018	Check 2487	1000.00
10/30/2018	LCSW Terry Huff	75.00
11/13/2018	LCSW Terry Huff	100.00
12/06/2018	LCSW Terry Huff	150.00
12/20/2018	LCSW Terry Huff	100.00
1/03/2019	W. Meade Vet Clinic	219.22
1/07/2019	Check 2521	1000.00
1/07/2019	Check 2522	1000.00
1/08/2019	LCSW Terry Huff	100.00
1/15/2019	LCSW Terry Huff	100.00
1/22/2019	LCSW Terry Huff	100.00
1/31/2019	LCSW Terry Huff	100.00
2/12/2019	LCSW Terry Huff	100.00
2/26/2019	LCSW Terry Huff	100.00
2/27/2019	Check 2536	1000.00
2/27/2019	Check 2537	1000.00
3/12/2019	LCSW Terry Huff	100.00
3/26/2019	LCSW Terry Huff	100.00
4/09/2019	LCSW Terry Huff	100.00
4/15/2009	Check 2552	1000.00
4/17/2019	Check 2554	859.00
4/23/2019	LCSW Terry Huff	100.00
5/07/2019	LCSW Terry Huff	100.00
6/25/2019	LCSW Terry Huff	200.00
7/09/2019	LCSW Terry Huff	100.00
7/12/2019	Brittany Gates, Law	1500.00
7/23/2019	LCSW Terry Huff	100.00
7/29/2019	Schaffer Law Firm	4000.00
8/07/2019	Schaffer Law Firm	1000.00

Total - \$15,103.22

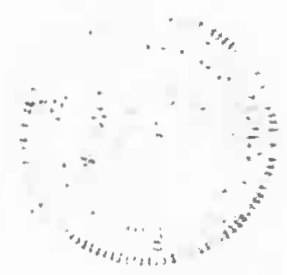

 Marsha A. Fenton
 MARSHA A. FENTON

8/25/2019

8/21/19


 TERRI L. WALKER
 Notary Public, Genesee Co., MI
 My Commission Expires Oct. 29, 2022
 Acting in Genesee Co.

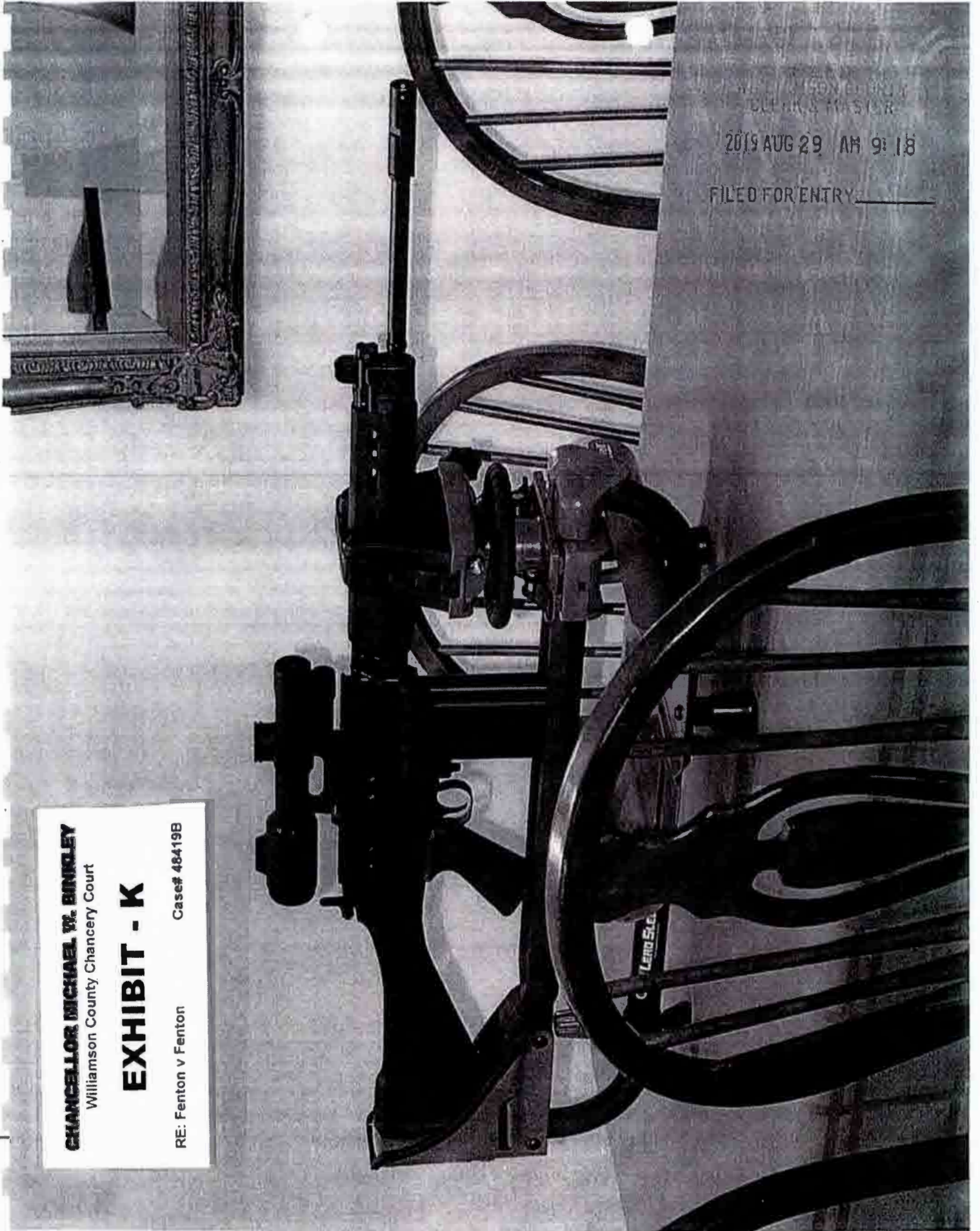
8/21/19



295

V:\Digital Filing Cabinet\Documents\Divorce Fa '10M \$\$\$.txt Thursday, August 29, 2019 7:22 AM

\$15,103.22	Mom Loan as of 8/7/2019
\$999.95	Current Charges
\$297.35	USAA
\$407.49	CreditOne
\$331.98	Capital One
\$17,131.99	Subtotal To Date
\$500	Utilities
\$3,000	Moving
\$300	Storage
\$20,939.99	Total Through Move



WILLIAMSON COUNTY CHANCERY COURT
CLERK & MASTER
2019 AUG 29 AM 9:18
FILED FOR ENTRY _____

CHANCELLOR MICHAEL W. BINKLEY
Williamson County Chancery Court
EXHIBIT - K
RE: Fenton v Fenton Case# 48419B

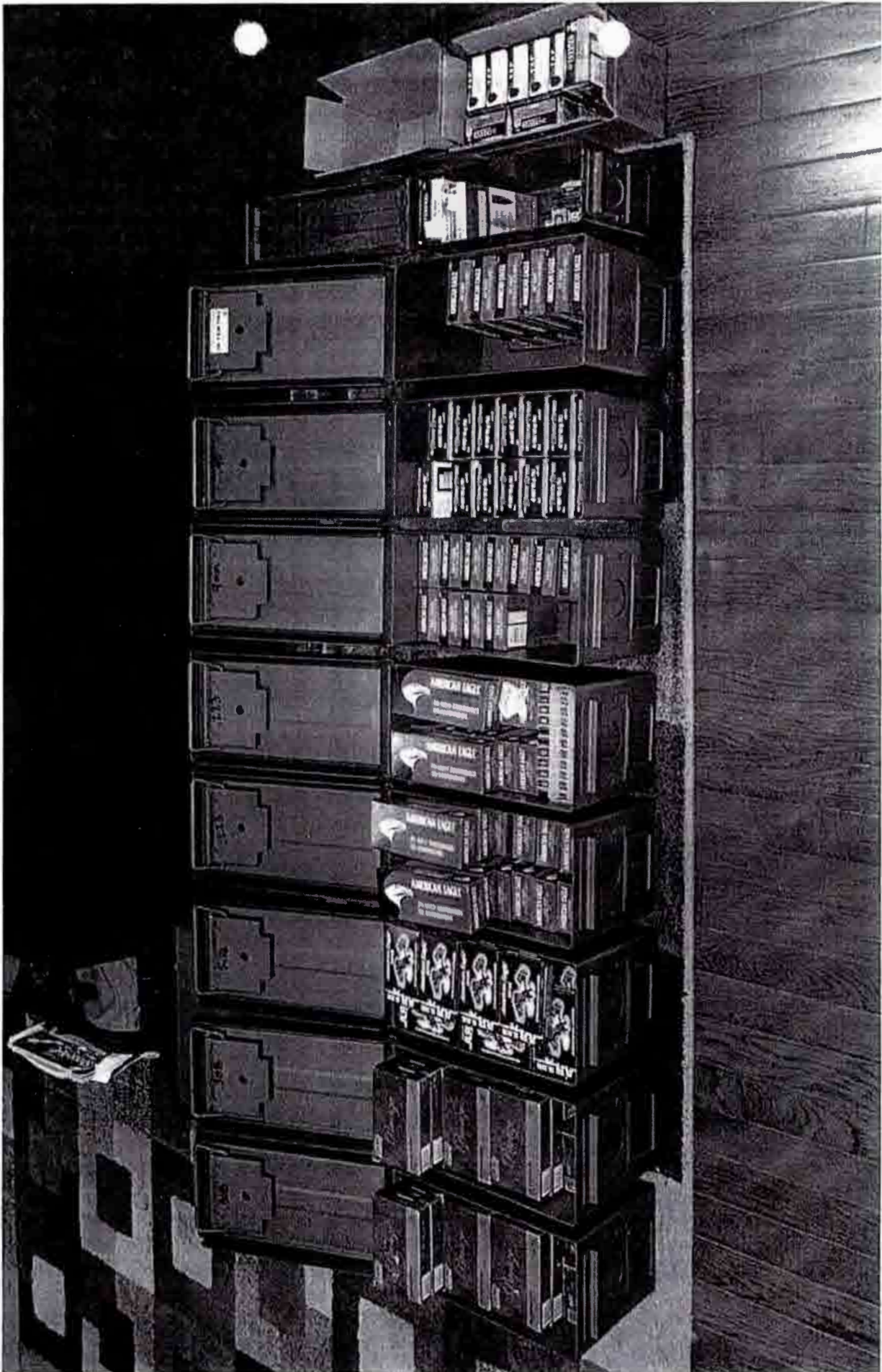
297



FRONT PICS: FN-FAL .308
HERE: AR-15 M161 V006 OPTIC

ALL FALLOWS FIREARMS HANDLERS
+ TRAINING

298



5,180 Rows of Franz's Auro


299

Fawn's Ammunitions: Taken During Separation

TOTAL ESTIMATED VALUE: \$1,993.41

 Fawn T. Fenton

 [REDACTED] Brentwood, TN 37027

 (615) 333-73 [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	Hornedy 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: 029465094434	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 (C38)	.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

300

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.

V013

Appendix 13-3

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



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	\$972.38	\$0.97	5/1/2018	1,000	1,000	\$972.38	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
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	\$926.78	\$0.93	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	

5,180
 FAWN'S ROUNDS OF AMMUNITION

FILED
WILLIAMSON COUNTY
CLERK & MASTER**FAWN T. FENTON**

2019 AUG 29 AM 9:18

1986 Sunny Side Drive, Brentwood, Tennessee 37027

Email: [REDACTED]

FILED FOR ENTRY

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 Armors 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**

303

- 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 [REDACTED] ■ Brother, U.S. Marine Veteran
T: (949) 565-6204, Lake Forest, CA mark.davenport@live.com





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

HCP

306

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

Fawn T. Fenton

 Program Director

Ben M...

 Commissioner

308



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

309

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

0

Fawn Fenton
(615) 333-7377 • mobile

Fawn Calling Names

FILED
WILLIAMSON COUNTY
CLERK & MASTER

2019 AUG 29 AM 9:19



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.

FILED FOR ENTRY _____

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

OPERATIONS REPORT

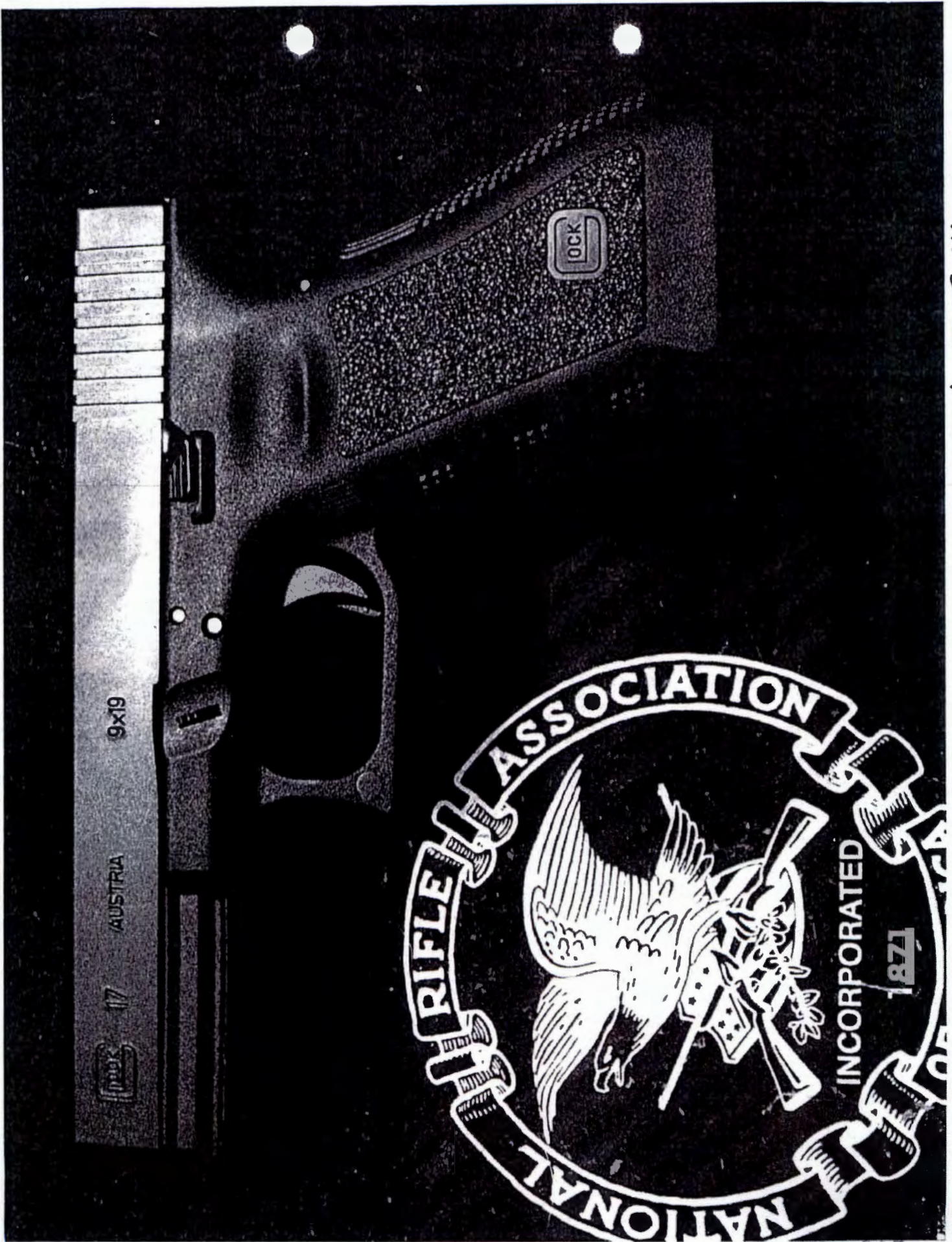
1. AGENCY WILLIAMSON COUNTY SHERIFF'S OFFICE		2. PERSON RECEIVING COMPLAINT 2265 - Dep. Warren P. Cagle		3. DATE/TIME RECEIVED 04/22/2018 21:29 24 HR. CLOCK		5. TIME ARRIVED 21:38		7. CASE NUMBER 2018-9643		
		4. TIME DISPATCHED 21:29		6. TIME COMPLETED 22:25						
8. NATURE OF INCIDENT DOMESTIC-VERBAL - 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 [REDACTED] - 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 [REDACTED] 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 ETC COME, AS SHE SLOWLY MOVED. [Signature]										
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		16. OFFICER ASSIGNED 2265 - Dep. Warren P. Cagle		17. DATE PRINTED MO DAY 05 / 02 / 2018	
						16. OFFICER SIGNATURE				

314



In 11. 21. 22 - Frank Hankins

316



1-1-6-15 0000





Monson
North American ARMS .22

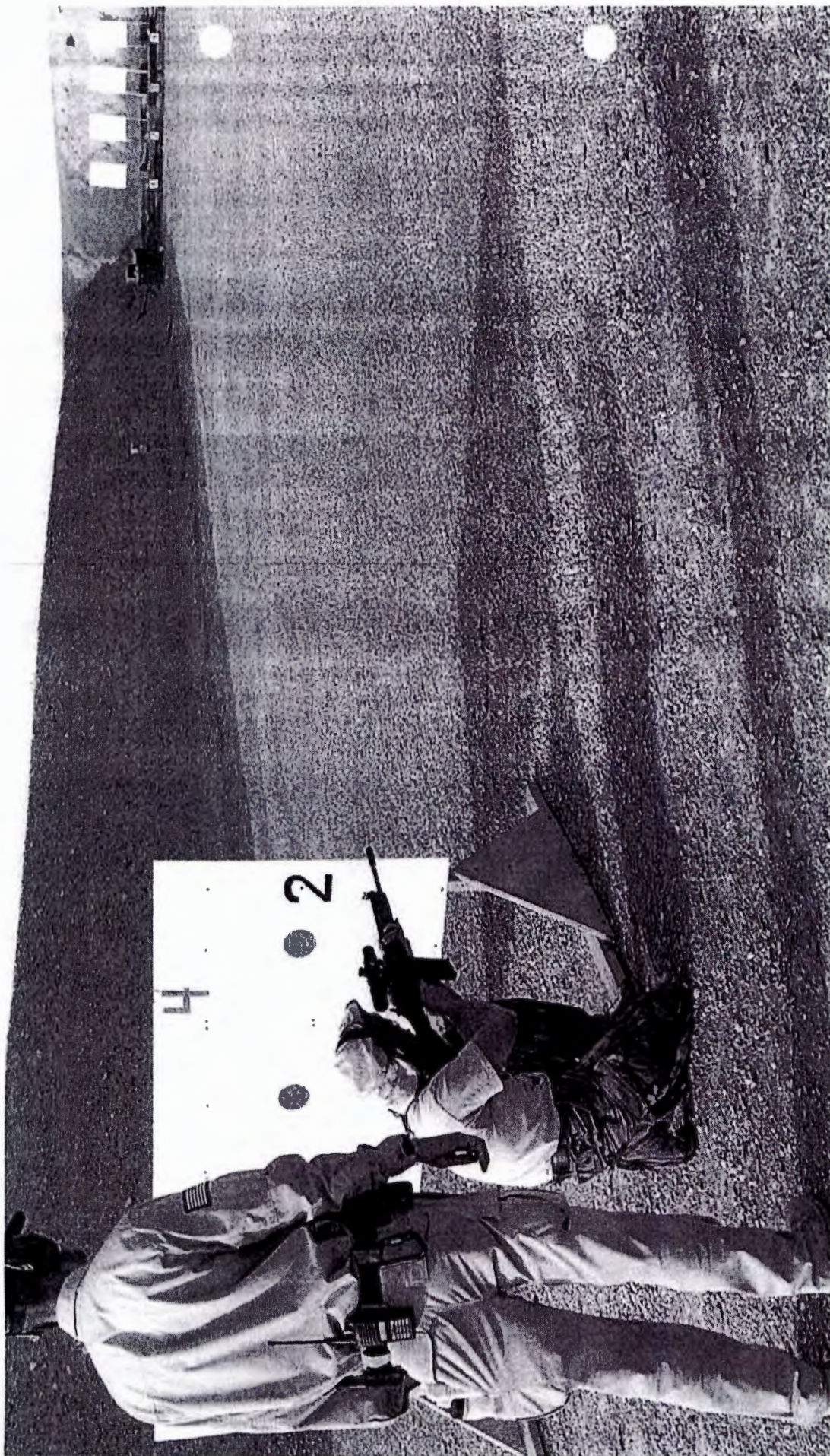
319

320



ALL EVIDENCE TO BE A EVIDENCE

21 321



FRUON TRAINING ON FN-FAL .308
@ FRONT-SIGHT

322



TRAINING ON AR-15
at FRONT SIGHT



Photo Taken from 10/13/23



FAMM + BROTHER MARK at FRONT SIGHT
FAMM with AR-15 with #3K VCOG OPTIC
MARK WITH FN-FAL .308 HE GAVE TO FAMM

(I've dilly taken ONE
FIREARMS CLASSES in my
life - that being for my
TVA (Hondan) Catch Permit

325

326

**Fawn INVITED ME TO APARTMENT
AND GAVE ME DIRECTIONS.**

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 conversayions directory. But never wrote it down.

I was just looking for an alternative "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.

327

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

Did you leave me this little plant?? 🌱🌿🌴🌵🌳

GIVE FAWN GIFT

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

Lo! 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

329

GAVE FAWN GIFT

[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 Pooley's 11th birthday!! Yay Super-Pooster!

I actually have been letting Pooley 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... Pooley has been good!) I use one of the white folding gates to contain Pooley 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, Pooley 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, Pooley 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 pooley are ok... and you and Sarah.

Gracias!

move forward and improve myself, when I have nothing 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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CRYING - upset wishing my life had peacefully ended in my sleep before the upheaval of the past year and a half of losing my whole family, my stability, our plans, my future. This seems perfect normal for anyone for ONE NIGHT! I can't see how this is in any way a threat against Fawn! (Not suicidal or homicidal, just wishing to never experience such betrayal and pain! ... 332

Temporary Order of Protection (Ex Parte Order of Protection)

In the Chancery Court of Williamson County, TN

Case # (the clerk fills this in):
48419 B
 CLERK & MASTER

Petitioner (person needing protection)

(List Child's name if filed on behalf of person under 18 years of age pursuant to TCA §36-3-602)
 FAWN ██████████ FENTON

2019 JUN 20 AM 8:41

first middle RECEIVED BY JUDGES' CHAMBERS FILED FOR ENTRY

Check if Applicable:

Date: **6-20-19**

Petitioner is under 18 and the Petition was filed on behalf of an unemancipated person (someone under 18 years of age) pursuant to TCA §36-3-602 by child's parent or legal guardian or a caseworker.

The Petition was made by a law enforcement officer pursuant to TCA §36-3-619 and Petitioner consented to the filing of this Petition by the law enforcement officer.

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
 1986 SUNNY SIDE DR BRENTWOOD TN 37027
 street address city state zip
 Respondent's Employer: **UNEMPLOYED**
 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 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 checked="" type="checkbox"/> Grey <input type="checkbox"/> Blond <input type="checkbox"/> Bald <input type="checkbox"/> Brown <input type="checkbox"/> <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: _____	Height	5'9"	Weight	240 LBS
				Social Sec. #	(Provided to Clerk's office if known) Do not list it here. XXXXXXXXXXXXXXXXXXXXXXX		
				Scars/Special Features			
				Phone Number	615-837-1301		

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: Harassment via text messages, emails, phone voicemail

This is a court order

Temporary Order of Protection (ORDER OF THE COURT)

page 1 of 3

01/01/17
 Form #OP2017-2

333 *

The Court having reviewed the Petition for Temporary Order of Protection and finding, pursuant to TCA §36-3-605(a), that Petitioner is under an immediate and present danger of abuse from the Respondent and good cause appearing, the court issues the following:

Warning!

Weapon involved

Has or owns a weapon



Orders to the Respondent:

- Do not abuse, threaten to abuse, hurt or try to hurt, or frighten Petitioner and/or Petitioner's minor children under 18.
- Do not put Petitioner and/or Petitioner's minor children under 18 in fear of being hurt or in fear of not being able to leave or get away.
- Do not stalk or threaten to stalk Petitioner and/or Petitioner's minor children under 18.
- Do not come about the Petitioner and/or Petitioner's minor children protected by this order (including coming by or to a shared residence) for any purpose.
- Do not contact the Petitioner and/or Petitioner's minor children protected by this order either directly or indirectly, by phone, email, messages, mail or any other type of communication or contact.
- If the parties share(d) a residence, Respondent must immediately and temporarily vacate the residence shared with the Petitioner, pending a hearing on the matter.
- If the parties shared a residence, Respondent can obtain his/her clothing and personal effects such as medicine as follows: (List process as approved by local law enforcement personnel)

Fawn has far scarier guns than me, is certainly armed for her defense, and can not shoot me lol any day of the week. I have NEVER been arrested, haven't had a traffic ticket in 25 years, NEVER Physically threatened anyone, no misuse of firearms ever, This is horribly unfair - without ever even meeting or questioning me!

- You must not hurt or threaten to hurt any animals owned or kept by the Petitioner/Petitioner's children.
- Other orders: *Everyone cites as very common tactic in divorce for female. I believe is unreasonable for Fawn + her story!*

Go to court on (date): 10/27/19 at 9:00 a.m. p.m.
at (location): _____

You must obey these orders until the date of the hearing or until changes are made by the court. If you do not agree with these orders, go to the court hearing and tell the court why. If you do not go, the court can make orders against you. You have the right to bring your own lawyer. If you do not obey all orders on this form, you may be fined and sent to jail.

Only the court can change this Order. Neither you nor the Petitioner can agree to change this Order. Even if the Petitioner tries to contact you or agrees to have contact with you, you must obey this Order. If you do not, you can be sent to jail for up to 10 days and fined up to \$50 for each violation

(TCA § 36-3-610)

Date: 10/20/19 Time: 3:15 a.m. p.m.

Michael W. Binkley
Judicial officer's signature

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

Warnings to Respondent:

A copy of this Order will be sent to all law enforcement agencies where Petitioner resides AND any court in which the respondent and petitioner are parties to an



This is a Court Order

Temporary Order of Protection (ORDER OF THE COURT)

page 2 of 3

01/01/17
Form #OP2017-2

334

8/28

LAW OFFICES OF CHARLES M. DUKE, PLLC

2019 AUG 29 AM 9:23

Tax I.D. Number 82-1988828

1200 Villa Place; Suite 201

Nashville, Tennessee 37212

Phone:615-541-1842 | Fax: 615-647-0672

FILED FOR ENTRY _____

Account Statement

Prepared for Jeff Fenton

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

Previous Balance	\$1,275.00
Current Charges	\$7,325.00
New Balance	\$8,600.00
Adjustments	\$0.00
Payments	(\$1,000.00)
Now Due	\$8,600.00
Trust Account	\$0.00

CHANCELLOR MICHAEL W. FINLEY
Williamson County Chancery Court

EXHIBIT - L

RE: Fenton v Fenton

Case# 48419B

337

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

INVOICE

Jeff Fenton
 1986 Sunnyside Drive
 Brentwood, Tennessee 37027

Invoice Date: August 28, 2019
 Invoice Number: 10090
 Invoice Amount: \$7,325.00

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

Attorney's Fees

Date	Description	Unit	Rate	Amount
8/1/2019	Preparation for and participation in hearing on plaintiff's Order of Protection and plaintiff's Motion to Sell Marital Residence, including pre-hearing review of file to prepare, pre-hearing meeting with Jeff and Mitchell to prepare, appearance in Court and answering of docket, multiple meetings with Virginia Story, Jeff and Mitchell Re. Possible agreements and resolution, Order of Protection resolved, motion not, hearing on Motion to Sell through Chancellor Binkley's ruling, post-hearing meeting with Jeff and Mitchell Re. Ruling and outcome, et al	M.D.	5.80	\$1,450.00
8/1/2019	Receipt & Review EM from Jeff Re. Questions concerning date to file Answer, et al	M.D.	.10	\$25.00
8/2/2019	Conference with Rachel & Mitchell Re. EM from Jeff regarding contacting Judge Binkley and the media, response to same, et al	M.D.	.20	\$50.00
8/2/2019	EM Exchanges with Jeff & Mitchell Re. Jeff's threatening to write to Judge Binkley, et al	M.D.	.30	\$75.00
8/2/2019	Receipt & Review EM Exchanges between Rachel & Jeff Re. Invoices and payment of same	M.D.	.20	\$50.00
8/2/2019	Receipt & Review EM Exchanges between Mitchell & Jeff Re. Contacting Court, advising not to, confirming PC, et al	M.D.	.90	\$225.00
8/2/2019	Receipt & Review EM from Jeff Re. Foreclosure, et al	M.D.	.10	\$25.00
8/2/2019	Receipt & Review EM from Heidi Re. Forwarding	M.D.	.10	\$25.00

338

Date	Description	Category	Hours	Amount
8/2/2019	draft Order from hearing Receipt & Review EM from Virginia Re. Forwarding list of personal property that Fawn Fenton would like for home, et al	M.D.	.10	\$25.00
8/2/2019	Receipt & Review EM from Jeff Re. Responding regarding invoices received and payment of same, notice to tenants to move out, et al	M.D.	.80	\$200.00
8/2/2019	Receipt & Review EM from Jeff Re. Audio recording of hearing	M.D.	.10	\$25.00
8/2/2019	Receipt & Review EM from Jeff Re. Explaining his Facebook post	M.D.	.10	\$25.00
8/5/2019	Receipt & Review draft Ex Parte Order to Sell Real Property, et al	M.D.	.20	\$50.00
8/5/2019	Receipt & Review Jeff's threatening Facebook Post from 8-3-19	M.D.	.10	\$25.00
8/5/2019	EM Exchanges with Jeff Re. Discussion of his FB post and his mother's request to take it down, et al	M.D.	.50	\$125.00
8/5/2019	EM Exchanges with Jeff Re. Reporting of PC with Trinity Claud, advising there is no definite date to file an Answer, et al	M.D.	.50	\$125.00
8/5/2019	EM Exchanges with Jeff Re. Forwarding list of personal property requested by Fawn Fenton, questions concerning setting walk-through, et al	M.D.	.20	\$50.00
8/5/2019	Receipt & Review EM from Jeff Re. Does not want to sign anything related to sale of residence	M.D.	.10	\$25.00
8/5/2019	EM Exchanges with Jeff Re. Forwarding Ex Parte Order of Protection and my EM to Story authorizing signing and filing, et al	M.D.	.20	\$50.00
8/5/2019	Receipt & Review EM from Jeff Re. Advising his tenants will not be away from the home until end of August, advising he will not allow anyone on property without him being present, threatening adverse action against anyone who does not honor this, et al	M.D.	.20	\$50.00
8/5/2019	EM Exchanges with Virginia & Heidi Re. Approving draft Ex Parte Order of Protection for filing, et al	M.D.	.10	\$25.00
8/5/2019	EM Exchanges with Virginia & Heidi Re. Forwarding Jeff's Facebook posts from 8-3, advising of review of same, advising of PC with Claud regarding status of firearms and inaccessibility by Jeff, et al	M.D.	.20	\$50.00
8/6/2019	EM Exchanges with Heidi Re. Ex Parte Order of Protection filed with Court	M.D.	.10	\$25.00
8/6/2019	EM to Jeff Re. Forwarding Ex Parte Order of Protection filed with the Court	M.D.	.10	\$25.00
8/6/2019	Receipt & Review Ex Parte Order of Protection filed with the Court	M.D.	.10	\$25.00
8/6/2019	Receipt & Review EM from Susan Murillo, Court Reporter Re. Forwarding invoice for 1/2 of per diem for 8-1-19 hearing	M.D.	.10	\$25.00

8/6/2019	Receipt & Review invoice from Murillo for 1/2 of per diem for hearing of 8-1-19	M.D.	.10	\$25.00
8/6/2019	EM to Jeff Re. Forwarding EM from Murillo and court reporting invoice for payment	M.D.	.10	\$25.00
8/6/2019	Review of file and draft of Motion to Withdraw	M.D.	.80	\$200.00
8/6/2019	LT Elaine Beeler, Clerk & Master Re. Forwarding Motion to Withdraw for filing, et al	M.D.	.40	\$100.00
8/6/2019	Receipt & Review EM from Heidi Re. Forwarding Order Extending Ex Parte Order of Protection field with the Court per the Clerk's request	M.D.	.10	\$25.00
8/6/2019	Receipt & Review Order Extending Ex Parte Order of Protection and setting hearing on same for 8-29-19	M.D.	.10	\$25.00
8/6/2019	EM Exchanges with Jeff Re. Forwarding Motion to Withdraw, questions concerning contact with Story pending hearing on motion, et al	M.D.	.30	\$75.00
8/6/2019	EM Exchanges with Jeff Re. Court reporting invoice, fax filing fees to Clerk and payment of same, et al	M.D.	.30	\$75.00
8/6/2019	EM Exchanges with Jeff Re. Resetting of hearing on OOP, reasons for same, et al	M.D.	.30	\$75.00
8/6/2019	EM Exchanges with Virginia Re. Motion to Withdraw, hearing date for same, Motion to Waive Mediation, et al	M.D.	.20	\$50.00
8/6/2019	Receipt & review EM Exchanges between Rachel & Jeff Re. Payment of retainer and amounts left owed, Motion to Withdraw, et al	M.D.	.90	\$225.00
8/12/2019	EM Exchanges with Jeff Re. Forwarding proposed Listing Contract, responding to same, et al	M.D.	.80	\$200.00
8/12/2019	EM Exchanges with Jeff Re. Forwarding EM from Story regarding walk through, discussion of same, et al	M.D.	.20	\$50.00
8/12/2019	Receipt & Review EM from Jeff Re. Responding regarding possibility of the Clauds monitoring walk through, his terms for same, et al	M.D.	.10	\$25.00
8/12/2019	Receipt & Review EM from Jeff Re. Legal Abuse, Chance at Fair Trial, et al	M.D.	.30	\$75.00
8/12/2019	Receipt & Review EM from Jeff Re. Walk through protocol proposal	M.D.	.20	\$50.00
8/12/2019	EM Exchanges with Virginia Re. Proposed Listing Agreement, advising I have passed same on to Fenton to review, et al	M.D.	.20	\$50.00
8/13/2019	Receipt & Review EMs from Virginia Re. Forwarding proposed Listing Contract, requesting response regarding walk-through, et al	M.D.	.20	\$50.00
8/13/2019	Receipt & Review EM from Jeff Re. Responding regarding requested walk-through, his proposal for procedure for same, et al (copied to Virginia Story)	M.D.	.30	\$75.00
8/13/2019	Receipt & Review Order Extending Ex Parte Order of Protection entered by Judge Binkley	M.D.	.10	\$25.00
8/13/2019	Receipt & Review EM from Jeff Re. CRS Map	M.D.	.10	\$25.00

340

8/13/2019	Receipt & Review EM form Amy Hardy in the Clerk's office Re. Forwarding Order Extending Ex Parte Order of Protection entered by Judge Binkley	M.D.	.10	\$25.00
8/14/2019	Receipt & Review EM Exchanges between Heidi & Amy Re. Advising Judge Binkley has not entered the Agreed Order to Sell	M.D.	.10	\$25.00
8/14/2019	Receipt & Review EM from Jeff Re. Bobcats & Coyotes	M.D.	.10	\$25.00
8/14/2019	EM Exchanges with Virginia Re. Proposed dates for walk-through, receipt of EMs from Fenton, attempting to schedule walk-through for today, et al	M.D.	.70	\$175.00
8/14/2019	EM to Jeff Re. Forwarding EM Exchanges with Virginia regarding his contact with her and request to have walk-through today, et al	M.D.	.20	\$50.00
8/14/2019	PC with Virginia Re. Discussion of efforts to contact Fenton regarding walk-through, et al	M.D.	.10	\$25.00
8/14/2019	Receipt & Review Ex Parte Order of Protection Extended Pending Final Hearing & Order Granting Motion to Sell Marital Residence entered by Judge Binkley	M.D.	.10	\$25.00
8/14/2019	Receipt & Review EM from Amy Hardy Re. Forwarding Ex Parte Order Extending Order of Protection entered by Judge Binkley	M.D.	.10	\$25.00
8/15/2019	Receipt & Review EM from Jeff Re. Responding regarding efforts to set walk-through, et al	M.D.	.80	\$200.00
8/15/2019	EM Exchanges with Jeff Re. Possibility of resetting walk-through for later today, et al	M.D.	.40	\$100.00
8/15/2019	EM Exchanges with Virginia Re. No contact from Fenton regarding 8-14 walk-through, following up on VM regarding setting today, et al	M.D.	.20	\$50.00
8/15/2019	Receipt & Review Certification of Compliance with TRCP 5.02 filed by Story	M.D.	.10	\$25.00
8/15/2019	Receipt & Review EM from Jeff and photo of check sent to pay court reporting invoice	M.D.	.10	\$25.00
8/15/2019	Receipt & Review Wife's Motion for Violation of Ex Parte Order of Protection and for Date Certain for Walk-Through	M.D.	.20	\$50.00
8/15/2019	Receipt & Review EM from Heidi Re. Forwarding copy of Wife's Motion for Violation and Certification of Compliance filed with the Court	M.D.	.10	\$25.00
8/15/2019	EM Exchanges with Jeff Re. Status of re-setting walk-through	M.D.	.10	\$25.00
8/20/2019	Receipt & Review EM from Jeff Re. Confirming he has paid fax filing fees with the Clerk	M.D.	.10	\$25.00
8/20/2019	EM Exchanges with Virginia, Mitchell & Tommy Anderson Re. Further discussion of setting walk-through, setting same for 8-20-19 at 3:00, et al	M.D.	.70	\$175.00
8/20/2019	Receipt & Review EM from Jeff Re. Confirming he will be away from the home for the 8-20-19 walk-through, discussion of TV requested by Fawn to be returned, et al	M.D.	.20	\$50.00

8/20/2019	Receipt & Review EM Exchanges between Mitchell & Jeff Re. Setting PC to discuss several pending matters, re-sending copy of Order to Sell, et al	M.D.	.20	\$50.00
8/20/2019	Receipt & Review EM from Jeff Re. Motion to Quash OP	M.D.	.10	\$25.00
8/20/2019	Receipt & Review EMs from Jeff Re. Walk-through, responding regarding Motion for Violation of OP, et al	M.D.	.30	\$75.00
8/20/2019	EM Exchanges with Jeff Re. Agreeing to set walk-through for 8-20-19	M.D.	.10	\$25.00
8/20/2019	Receipt & Review EM Exchanges between Mitchell & Jeff Re. Motion for Default in BCS matter, et al	M.D.	.40	\$100.00
8/20/2019	Receipt & Review EMs from Jeff Re. Discussion of request to set walk-through on 8-20-19, threatening to sue, et al	M.D.	.70	\$175.00
8/20/2019	Receipt & Review EM Exchanges between Anderson & Story Re. Advising who from Story's office is attending walk-through	M.D.	.10	\$25.00
8/20/2019	Preparation for and appearance at Fenton residence for walk-through with Ms. Fenton, Katie Yarbrough and Tommy Anderson (includes travel)	M.D.	2.20	No Charge
8/20/2019	Receipt & review EM from Mitchell to Jeff Re. Advising walk-through is complete	M.D.	.10	\$25.00
8/21/2019	EM Exchanges with Tommy & Virginia Re. Signing Listing Agreement	M.D.	.20	\$50.00
8/21/2019	EM Exchanges with Jeff Re. Reporting on outcome of walk-through, forwarding Listing Agreement to review and sign, sale of TV, et al	M.D.	.30	\$75.00
8/21/2019	Receipt & Review proposed Listing Agreement for 1986 Sunny Side	M.D.	.20	\$50.00
8/22/2019	EM Exchanges with Virginia & Tommy Re. Walk-through, proposed Listing Agreement, et al	M.D.	.40	\$100.00
8/22/2019	EM Exchanges with Virginia & Tommy Re. Advising Fawn Fenton has signed Listing Agreement, et al	M.D.	.10	\$25.00
8/22/2019	Receipt & Review EM from Heidi Re. Forwarding copy of Listing Agreement signed by Fawn Fenton	M.D.	.10	\$25.00
8/22/2019	Receipt & Review Listing Agreement signed by Fawn Fenton	M.D.	.10	\$25.00
8/23/2019	Receipt & Review EM Exchanges between Susan Murillo & Jeff Fenton Re. Transcript from hearing on 8-1-19, et al	M.D.	.30	\$75.00
8/23/2019	EM Exchanges with Jeff Re. Requesting he review Listing Agreement, advising Ms. Fenton has signed, et al	M.D.	.50	\$125.00
8/23/2019	Receipt & Review EM from Jeff Re. Default on \$100,000.00 of debt	M.D.	.10	\$25.00
8/23/2019	Receipt & Review EM from Jeff Re. Advising the Clerk does not have an audio recording of the hearing of 8-1-19	M.D.	.10	\$25.00
8/23/2019	Receipt & Review EM Exchanges between Murillo	M.D.	.30	\$75.00