

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

Costs

	SUBTOTAL:			\$0.00
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Matter Ledgers

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

Trust Account

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

TOTAL \$7,325.00

PREVIOUS BALANCE DUE \$1,275.00

CURRENT BALANCE DUE AND OWING \$8,600.00

8/28



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

Account Statement

Prepared for Jeff Fenton

Re: Fenton v. Fenton

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

345



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

INVOICE

Jeff Fenton
1986 Sunny Side Drive
Brentwood, TN 37027

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

Matter: Fenton v. Fenton

Attorney's Fees

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

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

Costs

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

Matter Ledgers

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

Trust Account

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

347

TOTAL: \$2,189.27

PREVIOUS BALANCE DUE: \$390.12

CURRENT BALANCE DUE AND OWING: \$2,579.39

8/2

LAW OFFICES OF CHARLES M. DUKE, PLLC

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

Account Statement

Prepared for Jeff Fenton

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

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

349

8/2



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

Account Statement

Prepared for Jeff Fenton

Re: Fenton v. Fenton

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

350



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

INVOICE

Jeff Fenton
 1986 Sunny Side Drive
 Brentwood, TN 37027

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

Matter: Fenton v. Fenton

Attorney's Fees

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

351

Costs

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

Matter Ledgers

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

Trust Account

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

TOTAL: \$2,390.12

PREVIOUS BALANCE DUE: \$0.00

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



Payment Receipt

\$1,000.00

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

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

Payment Summary

Account: eCheck TR
Reference: Fenton V Fenton

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

Signature

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



www.schafferlawfirmtn.com
rachel@schafferlawfirmtn.com

353



Payment Receipt

\$4,000.00

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

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

Payment Summary

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

Signature

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



www.schafferlawfirmtn.com
rachel@schafferlawfirmtn.com

354

Jeff Fenton

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

CLERK & MASTER

2019 AUG 29 AM 9:24

FILED FOR ENTRY

Jeff:

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

Thanks. Have a good afternoon.
Marty

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

← DEADLINE FOR COURT ORDER WAS THE 11TH

Marty/Mitchell,

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

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

Thanks,
Virginia



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

EXHIBIT 'X'

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

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

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

Sincerely,

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

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

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

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

FILED FOR ENTRY _____

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

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

CHANCELLOR MICHAEL W. BINKLEY
Williamson County Chancery Court

EXHIBIT - Z

RE: Fenton v Fenton

Case# 48419B

357

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

Hello.

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

Hello.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

That breaks my heart!

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

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

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

No, I won't yell.

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

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

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

No I did not spend Christmas bonus on anything.

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

My heart is broken too.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

More than anything I feel completely betrayed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

It's all my fault.

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

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

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

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

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

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

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

Ok. I want to come home too.

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

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

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

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

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

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

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

I didn't decide months ago.

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

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

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

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

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

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

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

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

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

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

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

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

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

"Irreconcilable Differences."

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Kick a man while he is down...

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

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

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

You were all I ever wanted.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

So which attorney did you settle on?

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

Ok.

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

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

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

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

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

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

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

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

It breaks my heart though!

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

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

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

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

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

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

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

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

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

Really? You'd cooperate?

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

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

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

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

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

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

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

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

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

I really hope they find a big brain tumor tomorrow!

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

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

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

I don't want to leave.

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

I don't have anywhere else to go.

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

I gambled everything on this.

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

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

Projecting →

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

Your family won!

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

You obviously don't even know who I am.

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

My grandmas painting, my grandpas pool table,

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

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

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

I'm never going to take them with me.

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

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

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

Now we get to be just as miserable!

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

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

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

You wouldn't have!

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

You probably would have agreed with me.

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

That was 13 years ago. A lot has changed.

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

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

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

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

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

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

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

It was time to leave them and cleave to me.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Projecting →

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Ok. Me crying too.

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

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

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

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

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

I bet Ken is excited! And your mom!

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RECEIVED BY
Judge Chambers
Date 8-29-19

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

CLERK & MASTER

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

2019 AUG 29 PM 2:34

FILED FOR ENTRY 8-29-19
No. 48419B

ORDER FROM AUGUST 29, 2019 HEARING

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

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

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

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

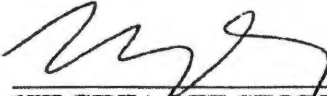
Husband signed the listing agreement for the martial home with the Auctioneer, Mr. Tommy Anderson, on August 29, 2019. Wife shall be allowed to sign any further contracts to effectuate the sale and closings of the property located at 1986 Sunnyside Drive, Franklin, TN 37069. Husband shall vacate the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

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

ENTERED on this 29th day of August 2019.


MICHAEL W. BINKLEY, JUDGE

APPROVED FOR ENTRY:


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

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

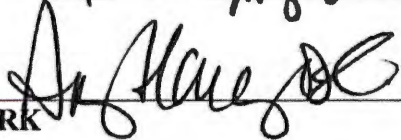
CERTIFICATE OF SERVICE

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


VIRGINIA LEE STORY

CLERK'S CERTIFICATE OF SERVICE

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


CLERK

ORDER EXTENDING EX-PARTE/TEMPORARY ORDER OF PROTECTION

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

FILED FOR ENTRY 82919

PETITIONER/PLAINTIFF

Fawn Tiffany Fenton
First Middle Last

PETITIONER/PLAINTIFF IDENTIFIERS

1-22-73
Date of Birth of Petitioner

Minor Children Protected Under this Order:

V.

RESPONDENT

Jeffrey Ryan Fenton
First Middle Last

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

Respondent's Employer Self-employed Distinguishing Features: _____

RESPONDENT IDENTIFIERS

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

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

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

3.21.19

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

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

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

Other:

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

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

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

Entered this 29th day of August, 2019.



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

3.21.19

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CERTIFICATE OF SERVICE

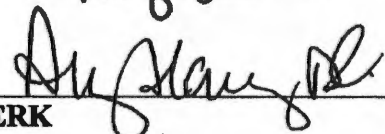
I certify that a true and exact copy of the foregoing was sent courtesy copy by U.S. Mail to Mr. Jeffrey Fenton, Defendant Pro Se, at 1986 Sunnyside Drive, Brentwood, TN 37027 on this 29th day of August, 2019.



VIRGINIA LEE STORY

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CLERK

CERTIFICATE OF SERVICE

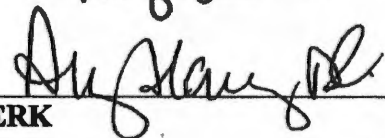
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VIRGINIA LEE STORY

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CLERK

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

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

389

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

② Read below then sign:

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

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

Defendant/Debtor

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

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

[Signature]
Deputy Clerk or Notary Public

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



Certificate of Service

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

I certify that I (check one box)

hand delivered or

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

ATTORNEY VIRGINIA LEE STORY

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

136 FOURTH AVENUE SOUTH, FRANKLIN, TN 37064

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

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

[Signature]
Sign Your Name

IMPORTANT!

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

Bring the original and 2 copies of this form to the Court Clerk to be date stamped.
Give the original to the Court Clerk.
Bring a stamped envelope addressed for each plaintiff to the Court Clerk. Mail one copy to the lawyer or if there is no lawyer, mail it to the plaintiff or company that sued you. Keep one copy for yourself.

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

2019 SEP 26 PM 12:37

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

FILED FOR ENTRY _____

No. 48419B

MOTION TO SELL REMAINING CONTENTS OF MARITAL RESIDENCE

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

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

V LAD

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

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

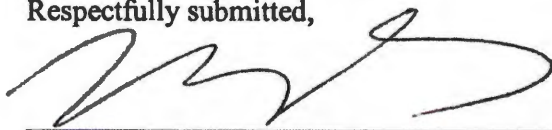
help pack and move the property he tagged. Counsel requested that a storage facility be secured if Husband wanted his items stored. At this point, Wife has no choice but to move the items to the basement that Husband has tagged so that the house is presentable for auction. However, after the auction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

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

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

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

Respectfully submitted,



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

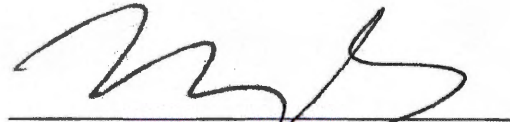
**THIS MOTION IS SET TO BE HEARD ON OCTOBER 10, 2019 AT 9:00 A.M. ON THE CHANCERY COURT MOTION DOCKET HEARD AT THE WILLIAMSON COUNTY COURTHOUSE. IF NO WRITTEN RESPONSE TO THIS MOTION IS FILED AND SERVED IN THE TIME SET BY THE LOCAL RULES OF PRACTICE, THE MOTION MAY BE GRANTED WITHOUT A HEARING.
 TESTIMONY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

CERTIFICATE OF SERVICE

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

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

on this the 26th day of September 2019.


VIRGINIA LEE STORY

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

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

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

Fox Moving and Storage - Your Moving Estimate!

Dear Fawn Fenton:

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

Please see below for your moving estimate:

Quote

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

Custom Charges:

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

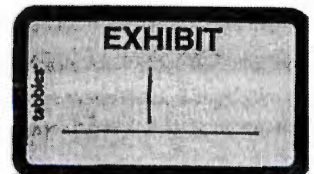
Miscellaneous Items:

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

Total Price: \$2,895.00

TOTAL ESTIMATE: \$2,895.00

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

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

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

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

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

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



CLERK & MASTER
2019 OCT 10 PM 2:34

FILED FOR ENTRY _____

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

IN RE:

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

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

DEBTOR

ORDER GRANTING EXPEDITED MOTION TO SELL REAL ESTATE AND PERSONAL PROPERTY

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

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

IT IS SO ORDERED.

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

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

FAWN [REDACTED] FENTON,
Plaintiff/Wife,

vs.

JEFFREY RYAN FENTON,
Defendant/Husband.

)
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)

No. 48419B

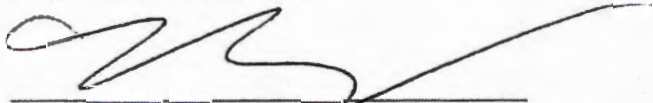
2019 OCT 10 PM 2:34

FILED FOR ENTRY _____

NOTICE OF FILING

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

Respectfully submitted,



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

CERTIFICATE OF SERVICE

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

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

on this the 10 day of October, 2019.


VIRGINIA LEE STORY

400

APPROVED FOR ENTRY:

/s/ Alex Koval

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

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

402

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

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

FAWN [REDACTED] FENTON,
Plaintiff/Wife,

vs.

JEFFREY RYAN FENTON,
Defendant/Husband.

)
)
)
)
)
)
)

No. 48419B

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

ORDER


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

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

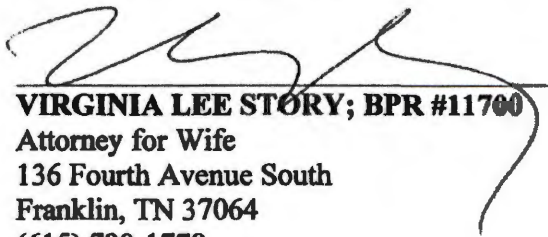
It is further **ORDERED, ADJUDGED and DECREED** that Wife is hereby granted authority to sign the deed conveying the property located at 1986 Sunnyside Drive, Brentwood, TN 37027, and another other necessary documents, to effectuate the payoff of the mortgages and for closing without Husband's signature.

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

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


MICHAEL W. BINKLEY, JUDGE

APPROVED FOR ENTRY:


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

CERTIFICATE OF SERVICE

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

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

on this the 10 day of October, 2019.

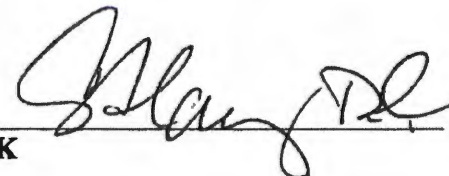

VIRGINIA LEE STORY

CLERK'S CERTIFICATE OF SERVICE

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

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

on this the 10 day of October, 2019.


CLERK

Order of Protection
 Amended Order
 Petitioner is under 18

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

In the Chancery _____ Court of Williamson _____ County, TN

Petitioner (person needing protection)

FAWN _____ FENTON
 first middle last

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

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

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

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

Describe Respondent:

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

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

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

This is a Court Order.

04/18/18
 Form #OP2018-7

Order of Protection

405

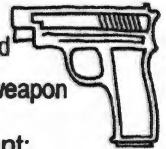
page 1 OF 6

Findings About Abuse:

Warning!

Weapon involved

Has or owns a weapon



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

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

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

Did the following things:

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

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

Abused/Threatened to Abuse

Sexually Assaulted

Stalked

the Petitioner AND Petitioner's Minor Children.

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

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

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

Findings About Firearms:

The Respondent (check all that apply):

Has no firearms

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

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

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

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

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

Other Findings:

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

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

The Court orders Respondent to:

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

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

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

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

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

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

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

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

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

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

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

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

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

Payment method:

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

Petitioner Support \$ _____ / each month.

Payment method:

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

Control of all Types of Property

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

(address)

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

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

Orders to the Respondent about Firearms:

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

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

Costs, fees and litigation taxes

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

Other Orders:

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

THIS ORDER TAKES EFFECT IMMEDIATELY UPON SIGNING.

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

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

[Signature]
Signature of Judge or Chancellor

Certificate of Service – Respondent (check one):

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

Certificate of Service – Petitioner (check one):

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

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

Warnings to Respondent:

This Order is valid everywhere in the U.S.

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

No Guns, Firearms

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

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

You will face separate charges if you disobey this Order

You may face separate, Class A misdemeanor charges if:

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

Only the Court can change this Order:

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

To the Petitioner:

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

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

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

2019 OCT 21 PM 3:58

FILED FOR ENTRY _____

No. 48419B

AFFIDAVIT OF VIRGINIA LEE STORY

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

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

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

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

FURTHER AFFIANT SAITH NOT.

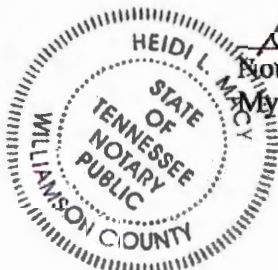
[Handwritten Signature]


VIRGINIA LEE STORY

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

Heidi L. Macy

Notary Public
My Commission Expires: 6-19-22



Fawn,


2019 OCT 21 PM 3:58
FILED FOR ENTRY

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

Thank you so much for leaving
the picture here for me (your painting).
It is not out of no anger or resentment that
I leave it behind, I just can't keep it
out of intense sadness of losing you!

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

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

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

EXHIBIT
tabbles
1

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

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

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

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

as we promised each other.

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

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

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

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

or it wouldn't be sitting here

It is my kiss, on the
cheek goodbye! ~~Flower~~
kiss and hug pet
puppy for me

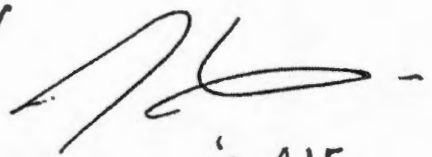
Non-Contested, Joint Assets or Depts,

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

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

Goodbye FAWN!

Love,



IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

FAWN [REDACTED] FENTON,
Plaintiff/Wife,

vs.

JEFFREY RYAN FENTON,
Defendant/Husband.

)
)
)
)
)
)
)

No. 48419B

2019 OCT 21 PM 3:56

FILED FOR ENTRY 10/28/19

RECEIVED BY
Judges' Chambers
Date: 10-22-19 [Signature]

FINAL DECREE OF DIVORCE

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

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

... 4.6

D

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

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

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

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

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

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


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

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

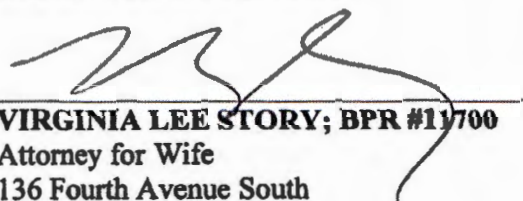
It is further **ORDERED, ADJUDGED and DECREED** that Wife is awarded a Judgment against Husband for all court costs incurred for which execution may issue. Attorney for Wife shall file her Affidavit for the Court of the communication from Husband that he did not wish to

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

ENTERED this 24th day of October, 2019.

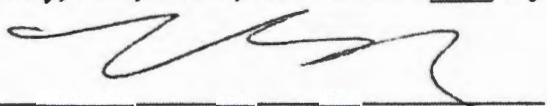

MICHAEL W. BINKLEY, JUDGE
Michael W. Binkley
Circuit Court Judge/Chancellor
21st Judicial District, Division III

APPROVED FOR ENTRY:


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

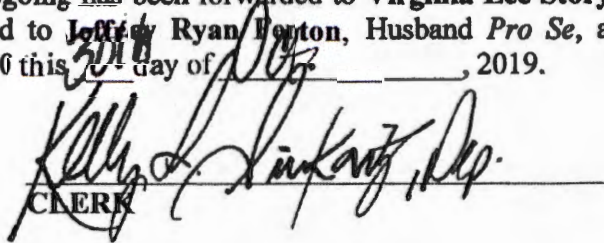
CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been forwarded via U.S. mail to **Jeffrey Ryan Fenton, Husband Pro Se**, at 17195 Silver Parkway, #150, Fenton, MI 48430 this 2nd day of October, 2019.


VIRGINIA LEE STORY

CLERK'S CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been forwarded to **Virginia Lee Story, Attorney for Wife**, at the above address, and to **Jeffrey Ryan Fenton, Husband Pro Se**, at 17195 Silver Parkway, #150, Fenton, MI 48430 this 2nd day of Oct, 2019.


CLERK

OMB NO. 2502-0265

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

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

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

D. NAME AND ADDRESS OF BORROWER:
GL Properties, LLC

E. NAME AND ADDRESS OF SELLER:
Jeffrey R. Fenton and Fawn T. Fenton

F. NAME AND ADDRESS OF LENDER:
Cash transaction

G. PROPERTY LOCATION:
1986 Sunnyside Drive
Brentwood, TN 37027
Williamson County, Tennessee

H. SETTLEMENT AGENT: 62-1517234
Bankers Title & Escrow Corp.
PLACE OF SETTLEMENT:
5107 Maryland Way, Ste. 115
Brentwood, TN 37027

I. SETTLEMENT DATE:
October 21, 2019

J. SUMMARY OF BORROWER'S TRANSACTION

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

K. SUMMARY OF SELLER'S TRANSACTION

400. GROSS AMOUNT DUE TO SELLER:	
401. Contract Sales Price	324,360.00
402. Personal Property	
403.	
404.	
405.	
<i>Adjustments For Items Paid By Seller in advance</i>	
406. City/Town Taxes to	
407. County Taxes 10/21/19 to 01/01/20	423.52
408. Assessments to	
409.	
410.	
411.	
412.	
420. GROSS AMOUNT DUE TO SELLER	324,783.52
500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
501. Excess Deposit (See Instructions)	
502. Settlement Charges to Seller (Line 1400)	7,475.50
503. Existing loan(s) taken subject to	
504. Payoff First Mortgage to Specialized Loan Servicing	248,533.30
505. Payoff Second Mortgage to Bancorp South/P19-02693	55,439.68
506.	
507.	
508.	
509.	
<i>Adjustments For Items Unpaid By Seller</i>	
510. City/Town Taxes to	
511. County Taxes to	
512. Assessments to	
513.	
514.	
515.	
516.	
517. Buyers Premium to McArthur Sanders Company	9,180.00
518. Buyers Premium to HND Auctions	9,180.00
519.	
520. TOTAL REDUCTION AMOUNT DUE SELLER	329,808.48
600. CASH AT SETTLEMENT TO/FROM SELLER:	
601. Gross Amount Due To Seller (Line 420)	324,783.52
602. Less Reductions Due Seller (Line 520)	(329,808.48)
603. CASH (TO) (X FROM) SELLER	5,024.98

Sub/Use Form 1099-S.

SELLER'S TAX ID SOLICITATION: THE INFORMATION IN BLOCKS E, G, H, I AND ON LINES 401, 402, 407 AND 408 IS IMPORTANT TAX INFORMATION AND IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE. IF YOU ARE REQUIRED TO FILE A RETURN, A NEGLIGENCE PENALTY OR OTHER SANCTION MAY BE IMPOSED ON YOU IF THIS ITEM IS REQUIRED TO BE REPORTED AND THE IRS DETERMINES THAT IT HAS NOT BEEN REPORTED. YOU ARE REQUIRED BY LAW TO PROVIDE THE SETTLEMENT AGENT WITH YOUR CORRECT TAXPAYER IDENTIFICATION NUMBER. IF YOU DO NOT PROVIDE THE SETTLEMENT AGENT WITH YOUR CORRECT TAXPAYER IDENTIFICATION NUMBER, YOU MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES IMPOSED BY LAW.

For sales or exchanges of certain real estate, the person responsible for closing a real estate transaction must report the real estate proceeds to the Internal Revenue Service and must furnish this statement to you. To determine if you have to report the sale or exchange of your main home on your tax return, see the 2019 Schedule D (Form 1040) Instructions. If the real estate was not your main home, report the transaction on Form 4797, Sale of Business Property, Form 6252, Installment Sale Income, and/or Schedule D (Form 1040), Capital Gains and Losses. You may have to recapture (pay back) all or part of a Federal mortgage subsidy if all the following apply: a) you received a loan provided from the proceeds of a qualified mortgage bond or you received a mortgage credit certificate; b) your original mortgage loan was provided after 1989; and, c) you sold or disposed of your home at a gain during the 10 or 12 years after you received the Federal mortgage subsidy. This will increase your tax. See Form 8523, Receipts of Federal Mortgage Subsidy, and Pub. 503, Selling Your Home.

If you have already paid the real estate tax for the period that includes the sale date, subtract the amounts on Lines 403, 407 & 408 from the amount already paid to determine your deductible real estate tax. But if you have already deducted the real estate tax in a prior year, generally report this amount as income on the "Other Income" line of Form 1040. For more information see Pub. 523.

For Paperwork Reduction Act Notice, see the 2019 Instructions for Forms 1099, 1098, 6498, and W-9Z.

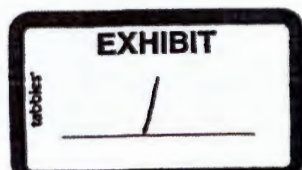
Department of the Treasury - Internal Revenue Service

UNDER PENALTIES OF PERJURY, I CERTIFY THAT THE NUMBER SHOWN BELOW ON THIS STATEMENT IS MY CORRECT TAXPAYER IDENTIFICATION NUMBER.

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

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FILED FOR ENTRY

420



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

FRBP Violated: #3:19-bk-02693

TENNESSEE: #M2019-02059-COA-R3-CV (WILCO: 484198)

JRF:002.1430.00

TNJudicial.org/cal/rf002.pdf

Williamson County Chancery Court Tennessee (Trial Court Records)

DOC: 002 | Page 430 of 719

Claims Listing

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

Attorney Listing

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

Clerk Fees (Filing Fees / Notice fees) Listing

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

Debtor Refund

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

422

Claim Payout

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

423

M2019-02059-COA-R3-CV

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

NOTICE OF APPEAL

Style JEFFREY RYAN FENTON

v. FAWN [REDACTED] FENTON

Notice

Notice is given that JEFFREY RYAN FENTON
[List name(s) of all appealing party(ies) on separate sheet if necessary]

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

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

Additional Information

Type of Case [Check the most appropriate item]

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

Trial Court Number 48419B

Trial Court Judge Michael W. Binkley

Civil Appeal Cost Bond [Check the most appropriate item]

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

424

Criminal Appeal Appearance Bond [Check the most appropriate item]

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

TDOC Number [Appellant is an inmate] _____

List of Parties

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

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

Appellee(s)

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

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

CERTIFICATE OF SERVICE

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


 [Signature of appellant or attorney for appellant]

[Revised: 5-22-09]

425

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE

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

vs

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

JEFFREY RYAN FENTON
Defendant/Appellant

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

NOTICE OF FILING

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

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

CERTIFICATE OF SERVICE

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

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

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

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

This the 18th day of February, 2020.

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

426
SBM

02/18/2020 13:40 8107501

THE UPS STORE FENTON

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FILED 2/18/20
ENTERED
BOOK
ELAINE B. BEELER, Clerk & Master
PAGE

**IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AND THE COURT OF APPEALS OF TENNESSEE, AT NASHVILLE**

JEFFREY RYAN FENTON,
Appellant/Defendant,
v.
FAWN ██████████ FENTON,
Appellee/Plaintiff.

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)
)
)
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)

Docket #48419B
COA #M2019-02059-00A-R3-CV

**APPELLANT'S/DEFENDANT'S RESPONSE TO NOTICE OF FAILURE TO
COMPLY WITH RULE 24(b) or (c) or (d). RESPONSE TO APPELLEE'S MOTION
TO DISMISS. AND RESPONSE TO THE CORRESPONDING ADMINISTRATIVE
ORDER BY THE TENNESSEE COURT OF APPEALS**

1 COMES NOW the Appellant/Defendant/Ex-husband, Jeffrey Ryan Fenton, representing
2 myself "Pro Se" in this matter, not being able to afford legal counsel or representation, with my
3 response and requests regarding the aforementioned legal matters, stating as follows:

4 First, I would like to bring to the court's attention, the disabilities with which I have been
5 diagnosed, and continue ongoing treatment for. If not properly understood, one could easily draw
6 incorrect conclusions, specifically about my communications, in how I speak and even more so,
7 in my excessive use of words when writing. Please see Exhibit #1 for a thorough explanation
8 regarding this, from both Terry M. Huff (LCSW), my Psychotherapist, and Dr. Richard E.
9 Rochester (M.D.), my Psychiatrist.

10 I suffer from the following handicaps and mental disabilities:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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THE UPS STORE ' TN

PAGE 06/54

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

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

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

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

432

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

442

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

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

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

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

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

443

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

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

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

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

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

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

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

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

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

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

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

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

447

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

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

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

448

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

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

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

449

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

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

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

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

450

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

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

TECHNICAL RECORD

IV

NO. 48419B

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

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

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

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

TO THE
APPEALS COURT
NASHVILLE TENNESSEE

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

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

FILED 31ST DAY OF MARCH 2020.

CHANCERY COURT
NO. 48419B

Sara B. McKinney _____
CLERK
DEP. CLERK

02/18/2020 13:40

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

500 Is that such an unreasonable request?

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

451

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

457

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

736

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

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

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

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

465

804

h. I am requesting the following:

805

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

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

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

820

821

822

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

823

824

825

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

832

833 **EXHIBITS INCLUDED:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

475

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

476

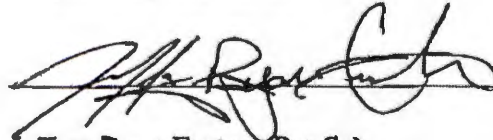
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1059 Ms Fenton NEVER wanted a FAIR divorce! She wanted EVERYTHING, and regretfully, that is
1060 exactly what Williamson County Chancery awarded her! While taxing me with her exorbitant
1061 legal fees... ABSOLUTELY UNFATHOMABLE! On the highest level!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

Respectfully submitted,



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

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CERTIFICATE OF SERVICE

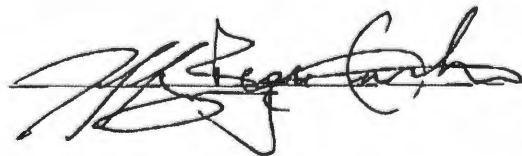
I hereby certify that a true and correct copy of the foregoing was forwarded via email, U.S. mail, hand-delivered, faxed, and/or shipped by courier to:

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

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

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

This the 18th day of February 2020.



Jeffrey Ryan Fenton (Pro Se)

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PM Exp Insurance (Up to \$100.00 Included)			\$0.00
Total:			\$39.55

Credit Card Remitd \$39.55
(Card Name: VISA)
(Account #: XXXXXXXXXXXX9769)
(Approval #: 115111)
(Transaction #: 930)
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479

EXHIBIT #1

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

2020 FEB 19 PM 1:10

FILED FOR ENTRY

August 28, 2019

To Whom it May Concern:

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

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

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

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

480

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

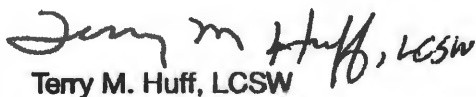
Mr. Fenton is aware that he has more work to do on this problem. He recently requested that we focus less on the present crisis and more on managing the challenge of coping effectively with the symptoms ADHD and OCPD, and decreasing self-defeating behavior. Due to both conditions, Mr. Fenton's excessive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

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

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

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

Respectfully,


Terry M. Huff, LCSW

Radnor Psychiatric Group, PLC

5123 VIRGINIA WAY

SUITE C-11

BRENTWOOD, TENNESSEE 37027

Telephone: (615) 373-5205

Fax: (615) 373-5165

July 19, 2019

To Whom It May Concern:

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

Jeff Fenton has been a patient under my care since February 2012. He has been diagnosed with a Generalized Anxiety Disorder, Attention Deficit Disorder, and some Obsessive Compulsive Personality traits. He has been 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)*

What are the symptoms of OCPD?

The symptoms of OCPD include:

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

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

486

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

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

November 1, 2018

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

To Whom It May Concern:

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

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

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

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

Sincerely,


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

487

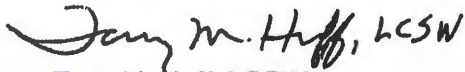
**Terry M. Huff, LCSW
5115 Maryland Way
Brentwood, TN 37027
ph: 615-627-4191**

July 29, 2019

To Whom It May Concern:

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

Respectfully,


Terry M. Huff, LCSW

488

Radnor Psychiatric Group, PLC

5123 VIRGINIA WAY
SUITE C-11
BRENTWOOD, TENNESSEE 37027

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

August 15, 2018

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

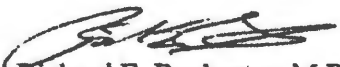
To Whom It May Concern:

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

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

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

Sincerely,


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

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Obsessive Compulsive Personality Disorder

Home » Disorders » Personality » **Obsessive Compulsive Personality Disorder**

Obsessive Compulsive Personality Disorder

By **Steve Bressert, Ph.D.**

Last updated: 23 Apr 2019

~ 4 MIN READ

Obsessive-compulsive personality disorder is characterized by a preoccupation with orderliness, perfectionism, and mental and interpersonal control, at the expense of flexibility, openness, and efficiency.



When rules and established procedures do not dictate the correct answer, decision making may become a time-consuming, often painful process. Individuals with obsessive-compulsive personality disorder may have such difficulty deciding which tasks take priority or what is the best way of doing some particular task that they may never get started on anything.

They are prone to become upset or angry in situations in which they are not able to maintain control of their physical or interpersonal environment, although the anger is typically not expressed directly. For example, a person may be angry when service in a restaurant is poor, but instead of complaining to the management, the individual ruminates about how much to leave as a tip. On other occasions, anger may be expressed with righteous indignation over a seemingly minor matter.

People with this disorder may be especially attentive to their relative status in dominance-submission relationships and may display excessive deference to an authority they respect and excessive resistance to authority that they do not respect.

Individuals with this disorder usually express affection in a highly-controlled or stilted fashion and may be very uncomfortable in the presence of others who are emotionally expressive. Their everyday relationships have a formal and serious quality, and they may be stiff in situations in which others would

Obsessive Compulsive Personality Disorder

smile and be happy (e.g., greeting a lover at the airport). They carefully hold themselves back until they are sure that whatever they say will be perfect. They may be preoccupied with logic and intellect.

A personality disorder is an enduring pattern of inner experience and behavior that deviates from the norm of the individual's culture. The pattern is seen in two or more of the following areas: cognition; affect; interpersonal functioning; or impulse control. The enduring pattern is inflexible and pervasive across a broad range of personal and social situations. It typically leads to significant distress or impairment in social, work, or other areas of functioning. The pattern is stable and of long duration, and its onset can be traced back to early adulthood or adolescence.

Symptoms of Obsessive-Compulsive Personality Disorder

A pervasive pattern of preoccupation with orderliness, perfectionism, and mental and interpersonal control, at the expense of flexibility, openness, and efficiency, beginning by early adulthood and present in a variety of contexts, as indicated by four (or more) of the following:

- Is preoccupied with details, rules, lists, order, organization, or schedules to the extent that the major point of the activity is lost
- Shows perfectionism that interferes with task completion (e.g., is unable to complete a project because his or her own overly strict standards are not met)
- Is excessively devoted to work and productivity to the exclusion of leisure activities and friendships (not accounted for by obvious economic necessity)
- Is overconscientious, scrupulous, and inflexible about matters of morality, ethics, or values (not accounted for by cultural or religious identification)
- Is unable to discard worn-out or worthless objects even when they have no sentimental value
- Is reluctant to delegate tasks or to work with others unless they submit to exactly his or her way of doing things
- Adopts a miserly spending style toward both self and others; money is viewed as something to be hoarded for future catastrophes

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Obsessive Compulsive Personality Disorder

- Shows significant rigidity and stubbornness

Because personality disorders describe long-standing and enduring patterns of behavior, they are most often diagnosed in adulthood. It is uncommon for them to be diagnosed in childhood or adolescence, because a child or teen is under constant development, personality changes, and maturation. However, if it is diagnosed in a child or teen, the features must have been present for at least 1 year.

Obsessive-compulsive personality disorder is approximately twice as prevalent in males than females, and occurs in between 2.1 and 7.9 percent of the general population.

Like most personality disorders, obsessive-compulsive personality disorder typically will decrease in intensity with age, with many people experiencing few of the most extreme symptoms by the time they are in their 40s or 50s.

How is Obsessive-Compulsive Personality Disorder Diagnosed?

Personality disorders such as obsessive-compulsive personality disorder are typically diagnosed by a trained mental health professional, such as a psychologist or psychiatrist. Family physicians and general practitioners are generally not trained or well-equipped to make this type of psychological diagnosis. So while you can initially consult a family physician about this problem, they should refer you to a mental health professional for diagnosis and treatment. There are no laboratory, blood, or genetic tests that are used to diagnose obsessive-compulsive personality disorder.

Many people with obsessive-compulsive personality disorder don't seek out treatment. People with personality disorders, in general, do not often seek out treatment until the disorder starts to significantly interfere or otherwise impact a person's life. This most often happens when a person's coping resources are stretched too thin to deal with stress or other life events.

A diagnosis for obsessive-compulsive personality disorder is made by a mental health professional comparing your symptoms and life history with those listed here. They will make a determination whether your symptoms meet the criteria necessary for a personality disorder diagnosis.

Causes of Obsessive-Compulsive Personality

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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/>

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EXHIBIT #2

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FILED FOR ENTRY

FAWN [REDACTED] FENTON

VS

JEFFREY RYAN FENTON

Hearing

August 29, 2019

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IN THE CHANCERY COURT FOR
WILLIAMSON COUNTY, TENNESSEE

FAWN ██████████ FENTON,)
)
)
Plaintiff,)
) No. 48419B
vs.)
)
JEFFREY RYAN FENTON,)
)
)
Defendant.)

HEARING
Before Judge Michael W. Binkley
August 29, 2019
11:20 a.m.

Reported by:
Harpeth Court Reporters
Franklin, Tennessee
Emily L. Sipe, RPR, LCR

(615) 933-6786
www.harpethcourtreporters.com

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08/29/2019

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APPEARANCES :

For the Plaintiff:

VIRGINIA LEE STORY
136 4th Avenue South
Franklin, Tennessee 37064
(615) 790-1778
Virginia@tnlaw.org

For the Defendant:

Pro se

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P R O C E E D I N G S

THE COURT: I want that to be in the Order because it's best that we put everything in the Order. This gentleman, he's going to share and pay one half of the per diem plus any expenses that he may incur as a result of asking for all or a portion of the transcript that will be ordered by him. Okay?

All right. Ms. Story?

MS. STORY: Your Honor, the motion that we are here on today is a motion for violation of the order of the court that was August 14th of '19. And after the order was entered, there was a pretty scary communication from Mr. Fenton. I am not here today to argue about that motion necessarily. The more pressing matter -- and that was his response, that is the lengthy response we received this morning. It deals more with the issues of why he made those statements and those type of things.

But the more pressing issue, Your Honor, was the deadlines for getting this house sold. So having leased the property, 1986 Sunnyside Drive in Brentwood, you ordered that it be sold by auction. You ordered the attorneys to select an auctioneer, which we did, and we got a referral from the chancery court clerk's office. And it ended up it was Pat

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1 Marlin, who was actually a Realtor, but he does
2 auctions and he used the services of Clyde Anderson.
3 You know Clyde. He had done auctions for many years
4 around here. And his son, Tommy Anderson, is now in
5 the business. So Mr. Anderson went out to the
6 property with Ms. Fenton, Mr. Fenton. We had some
7 difficulty with the scheduling date, but we were able
8 to get into the house. And Mr. Anderson, Mr. Duke,
9 who was Mr. Fenton's previous lawyer, and Ms. Yarbrow
10 from my office went to the property. Ms. Fenton
11 tagged the items like your Order told her to, and it
12 was our understanding that Mr. Fenton would be out of
13 the house by September 1. He said he was going to
14 Michigan and that's where his, I think, his mother
15 lives. I think his father has a lake home in
16 Tennessee. That's where we thought maybe it would be
17 more logical for him to go, but that is up to him
18 where he wants to go.

19 What is obvious, Your Honor, is you're
20 going to have to set a date for him to be out. The
21 order said it would be auctioned 45 days from
22 August 1st, and so that would be -- this is in your
23 order of August the 16th. It would be 45 days from
24 the date of August 1st, the marital residence would be
25 sold by auction. And I have the auction contract here

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1 for Mr. Fenton to sign, and I'm asking him to do that
2 today. If for any reason he refuses to sign, I'm
3 asking the court to put in the order that Ms. Fenton
4 have the authority to execute any and all documents
5 necessary for Mr. Anderson to get his property sold.

6 The other thing I think is important,
7 Your Honor is --

8 THE COURT: What do you suggest as a
9 deadline again?

10 MS. STORY: It was in the Order already.
11 It was September 15th. He said that he was moving
12 September 1st. That is Sunday.

13 MR. FENTON: That was my tenants move out
14 by then, and then I had 45 days was for me.

15 MS. STORY: That is not true. He said
16 that he had 45 days after September 1st to move, but
17 that wouldn't even make sense.

18 THE COURT: Okay. Well, what does the
19 Court Order say? Because I'm going to stick with
20 that.

21 MS. STORY: The Court Order says, "The
22 motion to sell marital residence by auction is granted
23 and the same shall be auctioned within 45 days from
24 the date of August 1st."

25 THE COURT: Okay.

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MS. STORY: So he's got to be out for them to get this place ready to go.

THE COURT: All right. What date do you suggest?

MS. STORY: I have seen correspondence where he said September 1st. Now he's saying he can't. So I would suggest September 3rd, which is next Tuesday. And I would like the Order to reflect that the Williamson County sheriff's department will accompany him. And at this point --

THE COURT: You mean off the property?

MS. STORY: Off the property. And I don't think he needs to take any property.

What he did, Your Honor, in this response he filed, they had a TV that -- a Sony TV, a big screen, that my client's brother had given her. He now tells me in this response that he sold it for \$1,000. And then the other thing, there was a dehumidifier in the basement that was like a \$2,500 to 3,500 dehumidifier for moisture. He sold that. So if you let him take anything out at this point it's going to be sold and he's dissipating marital assets, which would be in violation of the restraining order.

And at this point Mr. Anderson, he can tag everything, they can video everything. We will

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1 not disturb anything. If we have to use proceeds to
2 get a storage unit, we will do that for Mr. Fenton's
3 belongings. Mr. Fenton, in his response says he has a
4 fear of heights. And so driving to Michigan, he has
5 to drive over the Cincinnati bridge.

6 MR. FENTON: Yeah. That's really hard
7 for me.

8 MS. STORY: And so he says he can't drive
9 a U-Haul over it. So if we can just let him take his
10 clothing, his jewelry, his personal effects, whatever
11 he needs that he can pack in his car, and not have to
12 drive a U-Haul of furniture at this point, that might
13 be the best thing to do.

14 MR. FENTON: Where is my furniture going
15 then?

16 THE COURT: Wait a minute. We're doing
17 this one at a time.

18 MR. FENTON: I'm sorry.

19 THE COURT: Go ahead.

20 MS. STORY: If he will tag the items that
21 he wants, like my client tagged the items per your
22 order, if he'll just put a tag on items he wants,
23 we'll make sure that those get stored, and then we can
24 use the proceeds from the sale. We're going to
25 deposit those into the clerk's office. And we can use

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1 those to pay the next storage unit and then when he
2 gets ready to come here and get his things, or maybe
3 he wants to use some of his proceeds to have them
4 shipped to him since he, you know, does have a fear of
5 driving the U-Haul.

6 So I'm trying my best to be as
7 accommodating to him and considering his condition
8 that, you know, this is going to be a simple process
9 for him. He can take his clothes, his personal
10 property, be out September 3rd. We will tag
11 everything, take care of it. Mr. Anderson is not
12 going to destroy property. That's all I'm asking for.
13 And if he would sign the listing agreement today and
14 we put in the order that it be -- that she have the
15 authority to sign any other necessary documents in
16 case he does go to Michigan. It would be a little
17 bit, logistically, difficult to do that.

18 THE COURT: What do you want me to do
19 with this violation of the Order?

20 MS. STORY: Just continue it. We can
21 just reset that portion of the motion. He just filed
22 a response today. I'm fine to -- the ex parte remains
23 in effect anyway under the Order of the Court, and I
24 have not seen any further violations of that Order.
25 The selling of the marital property is a concern to me

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1 but I can deal with that at final hearing. One of the
2 things, too, is you might want to waive mediation in
3 this case. I have requested in my motion that
4 mediation be waived. There is an Order of Protection
5 where they are not to be around each other. It would
6 be difficult for a mediator to accommodate that. And
7 I think that it really is just settling personal
8 property. They don't have any -- and then whatever
9 comes from the proceeds. They have no children.

10 THE COURT: That's granted.

11 Okay, sir, let me talk to you about one
12 thing. We're narrowing the issues before the Court
13 today.

14 MR. FENTON: Okay.

15 THE COURT: We're not going to be talking
16 about the violation of the Order of Protection.
17 That's going to be reset. So all of these documents
18 you have don't apply to today.

19 MR. FENTON: Well, the back portion of
20 them does talk about the marital residence but there
21 is a lot of it about what you're saying, yes.

22 THE COURT: Now, let me just tell you
23 this -- and I just want to be clear about this. I
24 don't want to get into an emotional discussion about
25 what I will do and what I won't do. Let me just tell

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1 you how it, works. Once I put a Court order down, I
2 really expect people to obey it.

3 MR. FENTON: Yes.

4 THE COURT: And so the only way a judge
5 can enforce a Court order if someone refuses to do it,
6 and we're seeing it more and more, people are doing
7 what they want to do and not really paying attention
8 to a Court order. And I'm taking the time to tell you
9 this because I don't want you and me to have problems
10 with this.

11 MR. FENTON: No.

12 THE COURT: And let me tell you, my
13 personal feeling is, as a judge, a judge who does not
14 back up his or her Court order is worthless.

15 Now, if you have a reasonable excuse for
16 disobeying an order, I will certainly hear it. And
17 the last thing I want to do is put someone in jail for
18 violating an order.

19 MR. FENTON: Yes. And that's the last
20 thing I want, too.

21 THE COURT: Sure. Right. And so you and
22 I have an understanding. And so you don't know me but
23 I do mean what I say.

24 MR. FENTON: I believe that.

25 THE COURT: Okay. Good. And so we can

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1 dispense with the rest of that.

2 MR. FENTON: And just as a question, were
3 we saying that I disobeyed the Court order? Because I
4 had --

5 THE COURT: No, no, we don't have
6 anything like that really in front of us but --

7 MR. FENTON: Okay.

8 THE COURT: But let me tell you what I'm
9 going to do here because we have to get moving.

10 MR. FENTON: Right. Can I still tell a
11 little bit of my side before you rule on all of that?

12 THE COURT: Briefly.

13 MR. FENTON: Okay. So basically on my
14 side, the narrative that has been brought to the Court
15 so far is completely fraudulent about my person, about
16 who I am, about me being violent. All of this stuff.
17 The documentation that I provided you with shows that
18 my wife is a highly skilled handgun instructor who
19 owns assault weapons, has 5,000 rounds of ammunition
20 under her bed. I mean, she is trained by the NRA,
21 certified by the State of Tennessee to do rape
22 prevention, pepper spray, everything. So the whole
23 guise of feeling physically endangered was not -- she
24 tried to do that with her first attorney --

25 THE COURT: We're not dealing with that

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1 today.

2 MR. FENTON: I know. But that's
3 basically the tone under which everything else is laid
4 and that's --

5 THE COURT: I practiced law for 35 years.
6 Long, hard years in the trenches.

7 MR. FENTON: Right.

8 THE COURT: I am trained to separate
9 things in my mind that are important --

10 MR. FENTON: Okay.

11 THE COURT: -- and things that are
12 unimportant. And I'm not trying to be rude to you,
13 but you've got to trust me here. If you were a
14 lawyer, I would be telling you the same thing. I
15 would be saying, "Lawyer, that's not relevant to me
16 right now."

17 MR. FENTON: Right.

18 THE COURT: I don't really care about all
19 that. That's for another day. But let me just tell
20 you this.

21 MR. FENTON: Okay.

22 THE COURT: These are real easy issues.
23 I have got to put an order down for you to be out of
24 that house.

25 MR. FENTON: I understand that.

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1 THE COURT: On September 3rd.

2 MR. FENTON: Can I speak a little more
3 first?

4 THE COURT: No.

5 MR. FENTON: I can't be out that quick,
6 Your Honor. Everything that I own is left in personal
7 property. To say that I just take my clothes and lose
8 everything I've owned all my life is not fair. That
9 is not at all fair. And I don't mean to be hard. I'm
10 willing to do things as quick as possible, but I
11 cannot possibly move out without a two-week's time to
12 do it. And I need to have some time where I know that
13 there is not going to be anymore litigation for a
14 while because I can't -- with the ADHD -- and one of
15 the things I provided you is something from my
16 psychiatrist on the different disorders I have, but I
17 cannot physically do -- be a lawyer, play a lawyer,
18 and packing at the same time. For example, that's --

19 THE COURT: Sir, I respect that. But we
20 all have burdens.

21 MR. FENTON: Well --

22 THE COURT: Let me talk. We all have
23 burdens. Everybody in this room has things going on
24 in their lives to one extent or another, just like you
25 do.

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MR. FENTON: Right.

THE COURT: I can't make excuses for that. Listen to what I'm saying. I don't want you and I to get crossways with each other. We have to get a date set. I'm not going to make it two weeks.

MR. FENTON: Well, originally we had said the 45th, and that's when I understood that date that I had to be out. And I never communicated with her anything other than that. You had said 30 days for my roommates and that's what I always thought it was. And originally my understanding was I was staying there while I was selling the property so I could stay there till closing. Now, I understand that's not my preference and I understand it's not their preference. I'm willing to do that different, but I need to have -- I have 3,000 square feet of stuff.

THE COURT: What about another day in September? The first week in September?

MS. STORY: And, again, we're not going to dispose of any of his personal items.

THE COURT: They're not taking anything out of there. Do you understand that, sir?

MR. FENTON: My understanding is --

THE COURT: Whoa, whoa.

MR. FENTON: No, I don't understand.

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1 THE COURT: Your personal property. Your
2 clothes. Personal property being like your watch.

3 MR. FENTON: Furniture. That's all.

4 THE COURT: No.

5 MR. FENTON: We already agreed when me
6 and my wife split it up that the house was mine. What
7 she came and tagged is hers.

8 THE COURT: This isn't working. What you
9 want to do is be a lawyer.

10 MR. FENTON: No, I don't. I can't afford
11 a lawyer.

12 THE COURT: I'm talking right now. This
13 is not a barroom. I have to maintain order.

14 MR. FENTON: Uh-huh.

15 THE COURT: I don't want you to get your
16 feelings hurt, but if you get your feelings hurt,
17 that's your business. I have got to maintain the
18 integrity of this hearing. You need to quit
19 interrupting me. And I'm going to make a ruling and
20 you're going to have to stick with it.

21 MR. FENTON: Yeah.

22 THE COURT: All right? You are going to
23 have to.

24 We are not touching any of the furniture
25 and furnishings. You are to tag the items that you

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1 would like to have. Go buy some little tags, you
2 know.

3 MR. FENTON: But I wanted to take them
4 with me so I'm only going over the bridge one time.
5 That's what I was saying.

6 THE COURT: Well, I know that you would
7 like to do that but we're not doing that. Okay?
8 That's not the fair way to do it. And I'm not going
9 to sit here and explain to you why it's not because
10 it's part of the law that you assume when you stand up
11 and start representing yourself. Assume that you
12 know.

13 MR. FENTON: Okay. Then I would
14 rather --

15 THE COURT: I can't talk while you're
16 talking.

17 MR. FENTON: Okay. I'm sorry. I would
18 rather stay in the house during the auction with that
19 being the case. But the only reason I was going to
20 leave ahead of time --

21 THE COURT: You're not going to stay in
22 the house.

23 MR. FENTON: I'm not going to stay in the
24 house?

25 THE COURT: No, sir. You're going to

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1 leave by September 3rd noon, and you've got to be out
2 of there or the sheriff will escort you off the
3 property.

4 MR. FENTON: So have I done wrong to
5 receive that kind of treatment, Your Honor? I mean,
6 my wife had two months to move out.

7 THE COURT: Sir, we have already talked
8 about all that. We had a previous hearing. We have a
9 previous Court Order. You're representing yourself.
10 You're assuming to know everything we've already
11 talked about. I'm not going to go over it with you
12 and spend four hours --

13 MR. FENTON: I understand.

14 THE COURT: Excuse me. Trying to be nice
15 to you when you are presumed to know and understand
16 what we have already done. I'm trying my best to be
17 patient with you and you're trying my patience. I'm
18 just letting you know.

19 MR. FENTON: I'm not trying to -- my last
20 counsel had told me --

21 THE COURT: Sir, I'm not interested in
22 what your counsel told you. I'm sorry. It's not
23 important to me at this point.

24 Now, let's go back to what I was saying.
25 I want you out of the house by 12 noon September 3rd.

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1 If you're not out, the sheriff will escort you off the
2 property. Do you understand that?

3 MR. FENTON: Yeah.

4 THE COURT: Number two, you are not to
5 take with you any furniture, any furnishings, anything
6 like that. All of that is going to remain in the home
7 for now. You are to tag the items that you would like
8 to have. That doesn't mean you're going to get them,
9 but that you -- may I finish, please?

10 MR. FENTON: Uh-huh.

11 THE COURT: Is that a yes?

12 MR. FENTON: Yes, sir.

13 THE COURT: You are to tag the items that
14 you would like to have.

15 MR. FENTON: Uh-huh.

16 THE COURT: In addition, you're to sign
17 this contract today.

18 MR. FENTON: On the last Court Order you
19 said that I could take my stuff with me after the
20 ten-day walkthrough. That's what your last Court
21 Order said, and I would like to be able to do that.

22 THE COURT: The day that you leave or
23 that you have -- you have between now and
24 September 3rd to get your personal items and you out
25 of there.

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MR. FENTON: Yeah.

THE COURT: Do you understand that? Your personal items, sir. You're not stupid. Listen, please. Your personal items are your clothes, your personal jewelry, and that's it.

MR. FENTON: My bed or my furniture?

THE COURT: No, sir. I'm going to say it for the third time. No furniture, no furnishings, no nothing.

MR. FENTON: That's not what you said in the last order.

THE COURT: Sir, you're not paying attention. You're not listening to what has happened. You're not paying attention to anything. And I'm not going to spend three or four hours here at the -- just trying to be nice to you and go through everything again. I'm just not going to do that. You're expected to know all of this.

Now, you're choosing to represent yourself. There's not a thing that I can do about that.

MR. FENTON: I --

THE COURT: Excuse me. I'm talking.

When you choose to represent yourself, you take it upon yourself to know all of the rules,

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1 the law, everything.

2 Now, that doesn't sound fair but that's
3 part of why we have to do it. We can't sit here and
4 be your lawyer for you and start explaining things to
5 you.

6 MR. FENTON: Okay.

7 THE COURT: I will try to be as
8 accommodating and as nice to you as I possibly can. I
9 don't think you're accepting that very well.

10 MR. FENTON: I'm not trying to be
11 stubborn.

12 THE COURT: You're trying to fuss with me
13 and argue with me and that's not what we're going to
14 do today.

15 MR. FENTON: I'm not trying to fuss and
16 argue with you. It's not what I understood your last
17 order to be.

18 THE COURT: I'm going to go over it one
19 more time.

20 MR. FENTON: I heard you.

21 THE COURT: No. I don't want there to be
22 any misunderstanding because you have interrupted me
23 several times.

24 MR. FENTON: Can I say one thing?

25 THE COURT: No. Listen. Don't try my

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patience.

MR. FENTON: I'm not trying to.

THE COURT: Yeah, you are.

MR. FENTON: No, I'm not.

THE COURT: Well, quit being rude. This is what we're doing. You're going to sign this contract now. Give it to him, Ms. Story.

You are to be out of the house. Do not take any furniture, furnishings, or anything. But you're to be out September 3rd at noon. The only thing you can take with you -- I'm saying this for the fourth time because I don't want there to be a misunderstanding. This is going to be a court order. Now, items that you would like to have, that doesn't mean you're going to get them, tag them. Put a tag on them. Go to the 5 and 10 store, get some red tags, whatever, and say I want this. Post it. Or just put "H" on it, or something like that. Just commonsense.

Wait a minute. I'm not through.

There will be a deputy there to make sure that you followed the Court Order and do what you're supposed to do. That means -- let me finish. You keep wanting to interrupt. You're not listening to what I'm saying. You're thinking about what you're going to tell me. And then I don't want you coming in

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1 and say, Judge, I didn't really understand that.

2 Because I've been down this road with
3 folks who represent themselves. They don't get it.
4 They don't understand, and then they whine and
5 bellyache and come back and say that just wasn't fair.
6 Fair is something you do in the fall. This is a
7 courtroom. You are expected to know the rules. I am
8 trying to be as cordial and as nice to you as I can
9 but you're not letting me. All right.

10 You signed the agreement, you understand
11 that you're to be out September 3rd at 12 noon, no
12 later. Not one minute later. You're to tag the items
13 that you would like to have before you leave. Do you
14 understand that?

15 MR. FENTON: Yes, sir.

16 THE COURT: Do not, in the meantime, move
17 anything else out of that house. Do not sell
18 anything. Do you understand me?

19 MR. FENTON: Uh-huh.

20 THE COURT: Is that a yes?

21 MR. FENTON: Yes. Yes, Your Honor.

22 THE COURT: Well, "uh-huh" doesn't --

23 MR. FENTON: I'm sorry. Yes, Your Honor.

24 THE COURT: We're not in the bar. We're
25 in the courtroom.

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MR. FENTON: Okay.

THE COURT: All right. What else,
Ms. Story?

MS. STORY: That'll do it. We can
account for the items he sold at a later time and
address that.

MR. FENTON: Can I make a comment about
those, Your Honor?

THE COURT: No.

MR. FENTON: That is before this was in
Court.

THE COURT: No, sir. I'm sorry. I've
got to have a tight rein on this case. I knew that
there were going to be problems at the beginning and
I'm going to keep a tight rein and whatever I need to
do to maintain the integrity of these Orders to
maintain the integrity of this lawsuit, and for you to
understand what your role is as a litigant
representing themselves. I'm going to have to keep a
tight rein on you. I would love to be nice --

MR. FENTON: I'm not --

THE COURT: Let me finish. Let me
finish.

That would be much easier but you won't
let me do it. So anything else, Ms. Story?

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MS. STORY: Since he probably will be moving to Michigan, I would be amenable to him attending the final hearing by telephone if he doesn't want to drive back. And I can tell you, I will try to accommodate him in any way I can.

THE COURT: I know you will. You already have.

MS. STORY: And, also, the order probably needs to say that Ms. Fenton can execute any other documents that need to be executed because he might not be here to sign anything, that Mr. Anderson might need signed. So I would like to be able to put that in the Order.

THE COURT: All right. Then if you'll prepare the Order, that'll take care of us. That's what we're doing. That's the Order of the Court. Thank you very much.

(Proceedings were adjourned at 11:44 a.m.)

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REPORTER'S CERTIFICATE

I, Emily L. Sipe, Court Reporter and Notary Public, do hereby certify that I recorded to the best of my skill and ability by machine shorthand all the proceedings in the foregoing transcript, and that said transcript is a true, accurate, and complete transcript to the best of my ability.

I further certify that I am not an attorney or counsel of any of the parties, nor a relative or employee of any attorney or counsel connected with the action, nor financially interested in the action.

SIGNED this 18th day of September 2019.

Emily L. Sipe

Emily L. Sipe, RPR, LCR
Tennessee LCR No. 608
Expires: 6/30/2020

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EXHIBIT #3

1 IN THE CHANCERY COURT
2 FOR WILLIAMSON COUNTY, TENNESSEE
3 AT FRANKLIN

2020 FEB 19 11:11
FILED FOR ENTRY

3 FAWN ██████████ FENTON,)
4 Plaintiff/Wife,)
5 vs.) No. 48419B
6 JEFFREY RYAN FENTON,)
7 Defendant/Husband.)

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10 TRANSCRIPT OF PROCEEDINGS

11 August 1, 2019

12 Heard Before: HON. MICHAEL W. BINKLEY, JUDGE
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22 Prepared by:
23 Susan D. Murillo, LCR, CCR
24 118 Wheaton Hall Lane
25 Franklin, Tennessee 37069
Phone: (615) 479-7511

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APPEARANCES:

For the Plaintiff/Wife:

Ms. Virginia Lee Story
Attorney at Law
136 Fourth Avenue, South
Franklin, Tennessee 37064

For the Defendant/Husband:

Mr. Mitchell R. Miller
Mr. Charles M. Duke
Attorneys at Law
1200 Villa Place
Suite 201
Nashville, Tennessee 37212

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MS. STORY: Your Honor, with your permission what we would like to do is leave the ex parte order of protection in place.

THE COURT: All right.

MS. STORY: That has given relief to these parties not being able to contact each other.

THE COURT: Okay.

MS. STORY: And put as part of that, that she does not contact him, he does not contact her, which the ex parte already has him restrained and enjoined from any contact whatsoever.

THE COURT: All right.

MS. STORY: Because what we don't want to do is have something go down on his record that's going to affect his employability, because he needs to get a job ASAP, so as long as we have the protection, the order of protection under the ex parte, we are good with that.

THE COURT: Okay.

MR. DUKE: Thank you, your Honor.

THE COURT: Any other issues?

MS. STORY: We can move on to the

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1 sale of the house.

2 THE COURT: Okay.

3 MS. STORY. This is the situation,
4 your Honor. These parties have no minor children.
5 They've been separated since March of 2018. Mrs.
6 Fenton filed for divorce back in '18, and she was
7 unable to get Mr. Fenton served. In that period
8 of time Mr. Fenton was in the marital home, which
9 is in Sunnyside Drive, 1986 Sunnyside Drive,
10 Brentwood, Tennessee.

11 We believe that house should sell in
12 the neighborhood of 414,000 we hope. It's a great
13 location. People want to get in Brentwood, to get
14 into Brentwood in that zip code. Those schools
15 for that kind of price is wonderful. This thing
16 could sell immediately if you had a good marketer
17 to get that thing on the market and get it sold.

18 Mr. Fenton and Mrs. Fenton had
19 agreed last year that they would do that. She
20 then dropped the divorce. They were going to try
21 to get it on the market. The problem with the
22 private realtor is that Mr. Fenton posts these
23 kind of documents that are -- this is the do not
24 enter my property, and I'll hand you a copy of
25 that.

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1 It was made as part of the exhibits
2 when we filed for divorce in 2019. Mr. Fenton was
3 avoiding service. We hired two different process
4 servers to try to go out to the residence, and
5 this is what they would encounter. We're
6 concerned that if a private realtor was going to
7 list this property, that it would just be more
8 road blocks.

9 In 2018, when they made this
10 agreement, if she dropped the divorce he would
11 agree to put the house on the market. It never
12 got on the market. It was he's got to fix this,
13 he's got to fix that. It was one excuse after
14 another, and here we are sitting a year later,
15 and now my client had to file bankruptcy.

16 She is paying the second mortgage on
17 the house. She's paying \$48,000 in credit card
18 debt, and this credit card debt is in her name,
19 but the genesis of those cards, I have a history
20 of the cards where Mr. Fenton would transfer
21 balances from his credit cards to a credit card in
22 her name, and then she became in a horrible
23 financial situation.

24 She is -- she used to make around . 528
25 90,000 a year. Her most recent income is 5800 a

1 month. She is an architect, works for a firm,
2 and Mr. Fenton was the IT person for the firm,
3 and he hacked the emails so he lost that job. He
4 is very intelligent. He has a high school
5 education, but he is a self-taught computer
6 genius.

7 And he also has -- or he had a real
8 estate license. I don't believe that's current.
9 He had a flip home of rental property in 2016, is
10 my understanding, but he never filed his tax
11 return for 2016, when he sold that home, and so
12 we've got a tax liability from 2-2016, standing
13 out there.

14 2017, 2018, my client did get the
15 tax returns filed, but they withheld everything
16 she paid in because they still haven't filed the
17 2016 tax return. So we have woes, IRS woes. We
18 have unsecured credit card debt in excess of
19 \$48,000. There is a Chapter 13. Because my
20 client makes \$5800 a month, she can't qualify for
21 a Chapter 7 bankruptcy.

22 And so what happened in the
23 bankruptcy proceedings is they allowed her six
24 months to sell this house. She will have to use
25 her equity from the house. There should be about

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1 120,000 equity. We have asked --

2 THE COURT: Total or just her share?

3 MS. STORY: Total. So my client is
4 around 80 -- his -- no. If it's 120 hers would be
5 around 60. Most of hers will go to pay off the
6 debt.

7 THE COURT: Is the IRS going to be
8 intercepting this money?

9 MS. STORY: When he gets his -- the
10 holdup here is the 2016 tax returns because he had
11 the property that he sold, so I don't know where
12 he is on getting that information together, but
13 the IRS is clearly not bankruptable. Once he --

14 Once he files the 2016 tax returns,
15 I imagine they will take that \$8,000 they're
16 holding of her money from the -- from her
17 employment where she pays in her taxes. They will
18 take that and apply it toward the '16 taxes, no
19 doubt. So that's --

20 THE COURT: Any possibility she
21 could be an innocent spouse? I don't know how
22 that works anymore.

23 MS. STORY: She could probably, but
24 since they are already holding 8,000 of her money,
25 at this point, your Honor, she just needs the

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1 burden of all the debt off her mentally. She
2 suffers from narcolepsy and she suffers -- she has
3 very sleepless nights. She can't -- she has
4 chronic fatigue.

5 Her health has declined
6 considerably. It's a toxic marriage. It's been
7 unbelievably difficult just dealing with Mr.
8 Fenton to even get him served. So we continued
9 this matter from Ms. Brittany Gates who was the
10 attorney who was first retained to represent him.
11 We continued it from June 29 until today to give
12 her a month to work on him, to see if we could get
13 the house on the market, do something.

14 We really believe the only thing we
15 can do, your Honor, is to auction this house. We
16 got a text on June 15th from Mr. Fenton. Here's a
17 copy of the text, and he says --

18 THE COURT: Could this be with
19 reserve or without reserve?

20 MS. STORY: I think without reserve,
21 just let it go. I think a good auctioneer will do
22 a fabulous job. It's a good flip property. It's
23 a good -- as I said, in that zip code you can't
24 hardly find anything for that price. So Mr.
25 Fenton sent her an email.

1 Said I will -- text. (Quoted as
2 read.) "I will stay here until the bank -- until
3 you, the banks and the police carry me out of
4 here, while they carry truckloads of junk and
5 treasures out to the lawn." Then it goes on and
6 on.

7 But that is truly what we've dealt
8 with. So he's going to say that he doesn't have
9 anyplace to live, and that he has renters. He has
10 gotten renters in there. Well, we didn't sign a
11 lease. We never authorized any renters to be in
12 that house. I think the renters need to go.

13 THE COURT: Okay.

14 MS. STORY: So --

15 THE COURT: Do you know whether or
16 not they are month to month or if there's a
17 contract?

18 MS. STORY: I just got the lease,
19 and I didn't have a chance to look at it.

20 THE COURT: Okay.

21 MS. STORY: I have been told that it
22 says 90 days to vacate but -- I don't know. He
23 says --

24 MR. DUKE: Your Honor, I'm sorry,
25 but if Mrs. Fenton is going to make comments from

1 the table here, can we go ahead and put her under
2 oath, please?

3 THE COURT: She won't make any more.

4 MR. DUKE: Thank you, your Honor.

5 MS. STORY: And I don't mind being
6 under oath whatsoever. So I don't know. Like I
7 said, I was just handed this lease.

8 THE COURT: Sure.

9 MS. STORY: So I do not know.

10 THE COURT: Okay.

11 MS. STORY: I feel sure we have an
12 escape clause because my client didn't sign the
13 lease. She is the owner of the property.

14 THE COURT: Is she the only titled
15 owner?

16 MS. STORY: Both of them.

17 THE COURT: Okay.

18 MS. STORY: So that is our argument.
19 I would ask that the exhibit on the note, don't
20 come on my property, the no trespassing be made an
21 exhibit to this hearing, and the email or the text
22 from Mr. Fenton that says I will stay here until
23 you, the banks and the police carry me out.

24 THE COURT: All right. We'll make
25 this picture the first exhibit, number one.

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(Exhibit One received into evidence to this hearing.)

THE COURT: What about the ...

MS. STORY: The text, yes. I would like those texts to be made an exhibit.

THE COURT: The text will be accepted into evidence as Exhibit Number Two.

(Exhibit Two received into evidence to this hearing.)

MS. STORY: I have the bankruptcy, your Honor, that says it has to be sold within 180 days or goes to foreclosure.

THE COURT: What is the starting date of that order?

MS. STORY: She filed in April, April 29th.

THE COURT: Okay.

MS. STORY: Well, April 26.

THE COURT: Okay. So when does the 120 or 80 days start?

MS. STORY: I believe it starts from

1 the confirmation, but I'm not a bankruptcy lawyer,
2 so I was counting from -- I have talked to the
3 bankruptcy lawyer to make sure what relief we have
4 to get.

5 THE COURT: Okay.

6 MS. STORY: And I'm supposed to send
7 him a copy of this order from this court so that
8 he can get the Bankruptcy Court to ratify that
9 order so they're also in -- notified of that
10 process.

11 THE COURT: What about -- just to
12 fill in your statement here. I want to get the
13 whole picture. Have y'all talked about an
14 auctioneer? I know there are two opposite sides
15 here. I get that, but have y'all gotten that
16 far? You probably haven't because you disagree?

17 MS. STORY: Their position is they
18 want a private realtor to come in.

19 THE COURT: Okay.

20 MS. STORY: I don't mind doing
21 that, but, quite frankly, your Honor, I would not
22 recommend any of the realtors I work with because
23 I think it would be a nightmare. We get emails,
24 books and books and books from Mr. Fenton all
25 hours of the night, and I don't even think

1 there's anybody I could send into that situation.

2 THE COURT: Not even Ms. Martin?

3 She probably --

4 MS. STORY: She could do it. Mr.
5 Fenton would have to be put on a really short
6 leash until -- he could throw kinks in it, and
7 the other thing we're worried about -- it's what
8 Mrs. Fenton said -- is even if you got a realtor,
9 if he had to sign a listing contract within five
10 days, sell it as is, theyre going to --

11 The buyers are probably going to
12 want a home inspection. I don't know if it will
13 pass a home inspection, and with three people
14 living here with him, and if he says in that
15 email, you'll have to carry me out, he says all
16 my treasures, I don't know what the status that
17 house is. It's been since March of -- 18 months,
18 almost 18.

19 THE COURT: The tenants that are in
20 there now, is it a family or one person?

21 MS. STORY: You will have to ask
22 him. We don't know. Let me see if I can tell
23 from a name. Jesse Garcia. I don't know who that
24 is.

25 MR. DUKE: There's another one as

1 well.

2 THE COURT: Okay. All right. Yes,
3 sir. Well, whoever the lawyer is.

4 MR. MILLER: My name is Mitchell
5 Miller from the Nashville Bar.

6 THE COURT: Yes, sir, Mr. Miller.
7 How are you today?

8 MR. MILLER: I'm doing very well.
9 We have made a lot of progress talking about this
10 case so far, and my client is essentially coming
11 down to accept the inevitability that we're going
12 to need to sell this home to get this divorce
13 finalized and to move Mrs. Fenton through the
14 bankruptcy.

15 At this time, however, Mr. Fenton
16 is not employed although he is looking for
17 employment. He does have renters in this home,
18 and I know that Ms. Story has taken issue with
19 that, but I would also like to tell the court
20 that this has sort of come about because of the
21 bankruptcy and Mrs. Fenton stopped the -- you
22 know, discontinuing her payment on the primary
23 mortgage happened around the same time.

24 And so Mr. Fenton has tenants in
25 this home and has what is supplements and provides

1 his ongoing day-to-day costs, although the first
2 mortgage is not currently being paid.
3 Mr. Fenton did not know that the first mortgage
4 was not being paid until several months after Mrs.
5 Fenton stopped paying.

6 So, Judge, we have sort of an issue
7 here where the wife, by filing bankruptcy, filing
8 divorce and stopping to pay the first mortgage,
9 has created the financial crisis that we're now
10 here to resolve.

11 Obviously, Mrs. Fenton would
12 contend that my client ran up all the debt, and
13 we're not necessarily here to determine all of
14 the marital assets and how to distribute marital
15 debt and assets conclusively, but my client would
16 show the court that many of those -- many of those
17 transactions and I'll say creative financial
18 decisions were done by agreement, or at least with
19 the knowledge of the wife.

20 However, for today's purposes we
21 agree that the home needs to be sold, but Mr.
22 Fenton's liability to his current tenants needs
23 to be taken into account. Mr. Fenton's current
24 financial ability needs to be taken into account,
25 and we would oppose the motion in terms of an

1 auction, especially to the extent that it
2 requested an immediate auction.

3 At minimum, Mr. Fenton needs some
4 degree of time to gather his personal belongings,
5 give proper notice to his tenants, find
6 subsequent housing, and most importantly, if he
7 doesn't have a renter income coming in, have some
8 transitional time to figure out how to be self-
9 sustaining in the short run.

10 We're not here on an alimony
11 pendente lite motion, but we probably should be
12 soon because --

13 THE COURT: Can I ask you this?

14 MR. MILLER: Yes, sir.

15 THE COURT: One of the biggest
16 problems I'm bumping up against in trying to make
17 the best decision here is who's going to control
18 the husband? Exhibit One and Exhibit Two show
19 some very disturbing conduct. I know you are not
20 in charge of trying to control your client all the
21 time.

22 I do know good lawyers like you
23 gentlemen on the left side of the table will tell
24 your clients, if you don't do what I tell you to
25 do, we're out of here. I don't know how people

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1 work any more, but that's the way we used to
2 practice law. The lawyer is in charge. You can
3 be nice and sweet, but tell the client what they
4 need to do.

5 And I don't have any assurance at
6 this point that his conduct won't continue
7 thereby delaying this process even more. I know
8 you can't guarantee his conduct. I know that,
9 but is there anything you can give me to indicate
10 that his conduct will not be an issue at all? You
11 probably can't. If I were in your shoes I would
12 probably say --

13 MR. MILLER: I can give you no
14 guarantees.

15 THE COURT: I'm not an insurer of my
16 client's conduct.

17 MR. MILLER: I will adopt that
18 statement as Mr. Fenton's -- but, your Honor, I
19 would indicate that there's been an ex parte order
20 in place for some time now --

21 THE COURT: Right.

22 MR. MILLER: -- and that Mr. Fenton
23 has complied with that to the letter, and that we
24 stipulate he will continue to comply with that to
25 the letter, and Mrs. Fenton has agreed with that

1 and also agreed, you know, not to have any contact
2 with him.

3 So we are in a place. We are
4 coming to the table and starting to realize -- I
5 say "we" as in my whole team here and Mr. Fenton,
6 that this is where the rubber is meeting the road,
7 and this divorce is going to get moving along, and
8 we're going to have to take this one step at a
9 time.

10 This is going to have to be done.
11 So I will tell the court that I am confident that
12 my client now understands that. We spent many
13 hours working with him to impress upon him the
14 realistic difficulties of any divorce and, in
15 particular, this one.

16 So I think what you are seeing there
17 is probably something that you've seen a lot
18 before, where spouses in emotional and financial
19 crisis are lashing out in irrational, unstable
20 ways. That is coming to an end, and I can give
21 the court my best confidence that I believe that
22 Mr. Fenton is turning a corner on that.

23 He has expressed that to the court
24 by agreeing with Ms. Story's very generous
25 proposal to continue the ex parte order rather

1 than go for it on 402. So I do think that there
2 are some good indicators there. Mr. Fenton just
3 told me that he is willing to take down all those
4 troubling signs that Ms. Story mentioned.

5 We are prepared to entertain any
6 other limitations and orders that the court would,
7 you know, would want in that kind of order, but we
8 do think that because the main asset in this
9 divorce is this home, which we are essentially
10 disposing of before there's been any discovery and
11 any further analysis on this, that we need to
12 proceed in a way that absolutely maximizes the
13 total take on this.

14 THE COURT: Under the circumstances.

15 MR. MILLER: Under the
16 circumstances.

17 THE COURT: That's where the real
18 issue is here.

19 MR. MILLER: Yes, sir.

20 THE COURT: Can I ask you some more
21 questions too? Ms. Story may be able to answer
22 this. The other concern I have is: What kind of
23 condition is the interior of the home? Have we
24 seen -- has Ms. Story and her client had an
25 opportunity to look at the interior to see what it

1 looks like?

2 MR. MILLER: Your Honor, I'm not
3 sure. There's definitely some clutter, and my
4 client is willing to get to work today to make
5 sure that that is done, and in terms of following
6 recommendations for a realtor, we'll follow all
7 those recommendations. There may be some
8 financial limitations about, you know, what
9 extraordinary efforts can be made.

10 THE COURT: I'm going to think out
11 loud here for a moment. My tendency is to --
12 considering all these factors, first of all we're
13 getting ready to close out the best marketing
14 months of real estate; however, when we look at
15 property that is specialty property or property
16 that is very desirable like Brentwood, that
17 really doesn't matter like it used to.

18 People, if they want to buy, will
19 buy. If the right buyer comes along -- and they
20 do in these desirable neighborhoods -- they'll buy
21 it.

22 MR. MILLER: Yes, sir.

23 THE COURT: So the next thing is,
24 looking at the husband's past conduct, which
25 bothers me, and his interruption of the smooth

1 transition of a sale or auction, I want to get
2 the highest and best price as everyone does.
3 It's such a close decision for me.

4 I'm thinking of three options.
5 Number one, getting a real estate person who is
6 aggressive, who'll sell the property, and if it
7 can't be sold within 30 days, auction it. But
8 what that's going to require, if the interior of
9 the home looks like trash, I mean, that's going to
10 cost money to get it in good condition.

11 So I guess the question there is
12 that no one has an answer, and I don't expect
13 one. What is the margin of additional equity
14 that could be obtained to fix the home up and
15 make it marketable and sold with an aggressive
16 seller within a month, and is it going to be
17 worth it to do that financially?

18 MR. MILLER: From my understanding
19 -- from my understanding an investment of five to
20 10,000 would yield an additional profit of about
21 50. That calculus might make sense, but I don't
22 think that either party has the money to make
23 that investment even though that may be a rational
24 decision to make.

25 THE COURT: My tendency is to sell

1 it at auction -- it really is -- for a lot of good
2 reasons.

3 MR. MILLER: Your Honor, if I could
4 add another note about how I've arrived on this
5 case, especially just a few days before this
6 hearing ...

7 THE COURT: Yes, sir.

8 MR. MILLER: Mr. Fenton contacted
9 me I would say in February maybe before some of
10 these things happened, and he wanted to engage
11 me, but at that time I was working with HCA, and
12 we developed a rapport -- I couldn't take his
13 case, but we developed a rapport several months
14 ago.

15 Although I wasn't able to take his
16 case, I think that we've connected and we've
17 established a rapport, and since I've moved back
18 into private practice he contacted me just last
19 week. So since this has gotten rolling -- and I
20 know that there was a divide between he and his
21 prior counsel -- I do have a strong rapport with
22 my client.

23 And I would be willing to do
24 whatever the court would like to try to work with
25 him and make sure that all phases of this divorce

1 proceed in an orderly and respectful fashion. I
2 think that we're ready to turn a corner and do
3 that if the court would allow us that opportunity,
4 if the court's main concern is how we conduct
5 ourselves.

6 THE COURT: If the margin of
7 additional money pales against the cost to get
8 there, and we know that no one has the money to
9 get there, that particular option, that's not
10 going to work, so it looks like to me -- correct
11 me if I'm wrong, but it look like to me that
12 trying to get the home fixed up for purposes of
13 producing a higher return --

14 MR. MILLER: Let me clarify. We're
15 not proposing further investment to -- we're
16 proposing an as-is sale, but through a -- on the
17 market rather than at auction so that -- I mean
18 without additional --

19 THE COURT: But you have to pay the
20 realtor, don't you?

21 MS. STORY: I was looking at the
22 realtors that Ms. Martin would -- or the auction
23 companies that might be suggested --

24 THE COURT: Right.

25 MS. STORY: -- and there's an

1 auctioneer in Brentwood, First Cumberland
2 Auctioneers. What they would probably do is go
3 out and just do an estate sale and sell whatever
4 treasures are there that he's not going to take
5 with him. Then they would just sell everything.
6 We would just sell personal property and the
7 home.

8 They do charge six percent. Now a
9 realtor -- an auctioneer is going to charge the
10 same amount.

11 THE COURT: Okay. So that's not
12 a --

13 MS. STORY: It's the same, six
14 percent. They do a pretty good job of getting
15 advertising out there. You would be surprised
16 how many people show up on these courthouse
17 steps.

18 THE COURT: I see them all the time.

19 MS. STORY: For auction.

20 THE COURT: Right. Can I just ask
21 this question too? I've seen where -- I don't
22 want it to look like a desperation sale, and y'all
23 don't either because the hawks will be out there.
24 But at the same time these auctioneers now are
25 marketing these sales not as an auction

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1 necessarily, but like Ms. Story said, like an
2 estate sale to kind of disguise the idea that it's
3 a desperate sale when it --

4 MR. MILLER: If an auction has to be
5 the way to go we certainly appreciate, you know,
6 proceeding within some form that appears
7 respectful and doesn't just result in a basement
8 price.

9 THE COURT: There are auctioneers
10 who can do that. They understand that because
11 that makes their commission a lot higher if they
12 don't make it look like it's desperate, and
13 they're doing a good job of that from what I've
14 seen.

15 MR. MILLER: And, your Honor, if an
16 auction has to be the way we go, I would still ask
17 for that auction to be out a ways so that he can
18 obtain -- if we're talking about 30 days, he can't
19 both clear the home out and apply for jobs. So
20 then he's got to sell -- we got to figure out
21 where his personal property goes, find a storage
22 unit for that.

23 We've got to kick the tenants out,
24 which are providing income, so he can't really go
25 buy a storage unit to keep the stuff he wants to,

1 and since he doesn't have a job, especially in
2 that time frame, he couldn't turn around with his
3 current resources and rent the cheapest place in
4 the county.

5 MS. STORY: What I suggested there,
6 your Honor, is that let him -- I've asked for the
7 proceeds be placed in the court from the sale,
8 but we would say he could have X amount of dollars
9 toward his equity.

10 THE COURT: Draw on his interest.

11 MS. STORY: That way it would go
12 towards the division of marital property, but
13 give him some money to get him a new place to
14 live.

15 MR. MILLER: Then, your Honor,
16 that's why time is also very important. If we
17 did this auction tomorrow and we had that exact
18 order in place, still wouldn't make much of a
19 difference because he needs some time to get even
20 the most, you know -- the most nominal --

21 THE COURT: Let me know what you're
22 talking about timewise. I know what I'm thinking.

23 MR. MILLER: So another issue is the
24 liability to current tenants, and that lease puts
25 90 days.

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1 THE COURT: Well, I don't want to
2 put you in the position of buying a lawsuit --

3 MR. MILLER: That's why we --

4 THE COURT: -- having to pay out
5 money on that, so Ms. Story, what do you say about
6 that?

7 MS. STORY: It's a self-made -- it's
8 a self-made lease --

9 MR. MILLER: Which is fine.

10 MS. STORY: -- that he did, and it
11 says sale. Under the sales provision that any
12 time during this lease, if the landlord decides to
13 sell, if landlord sells this property or places
14 it up for sale, whether voluntarily or by court
15 order, or in any way the ownership of this
16 property or rights to sell this property are
17 conveyed to another party, whether by foreclosure
18 or other legal process -- which is going to happen
19 soon if we don't get it on the auction block
20 within 30 days or so -- during the term of
21 tenancy, this tenancy per this agreement, the
22 assuming owner or controlling party and their
23 agents and assigns must continue to comply in
24 full with the terms of this lease.

25 Well, obviously he cannot bind a new

1 owner to comply with this lease, so that is a
2 voidable contract. There's no way that that
3 tenant could go after the assuming owning or
4 controlling party or their agents.

5 MR. MILLER: I would stipulate that
6 that interpretation is absolutely correct. The
7 controlling provision is what follows.

8 THE COURT: Right.

9 MR. MILLER: Landlord herein
10 promises and assures tenant that absolutely under
11 no circumstances will the tenant be requested or
12 required to move out within receiving at least,
13 the very least, 90 days written notice in advance.
14 That is -- I mean he is boxed himself in here.

15 THE COURT: Yeah.

16 MR. MILLER: The court is going to
17 give him a lawsuit from two tenants.

18 MS. STORY: I don't even know. Are
19 they paying?

20 MR. MILLER: Yes.

21 MS. STORY: Do they have -- where
22 is his -- I don't have an income and expense
23 statement from him. Has he given them notice?
24 He's known since March of last year that the house
25 was going on the market, and he signed the lease

1 in April of this year.

2 I don't -- you took that other lease
3 so I don't know when the other one was signed, but
4 this one, March, he signed it March of '19. The
5 bankruptcy was filed April. He knew this was
6 coming down the pike. I think this is a ruse to
7 try to keep you from selling the house, and I'm
8 sorry that he signed this.

9 THE COURT: How many days -- Ms.
10 Story, if I decide to auction this house, if I
11 decide to auction it, how many days do you
12 suggest?

13 MS. STORY: I would say 30 days.

14 THE COURT: Okay.

15 MS. STORY: Let us within the next
16 week agree on an auctioneer between the attorneys,
17 reach out to some of our referrals and see who
18 they prefer that we use and we get it on -- have a
19 goal for 30 days.

20 THE COURT: All right. Anything
21 else by either party?

22 MR. MILLER: Your Honor, if the
23 court orders an auction I would ask for further
24 order that proceeds be immediately available, at
25 least some portion of proceeds be immediately

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1 available to Mr. Fenton for his continued --

2 THE COURT: Once the money is placed
3 in the clerk's office, we'll talk about that. I
4 know that may be an issue.

5 MS. STORY: If he will just send me
6 a list of what he, you know, a pro forma of what
7 he wants, what his budget might be, how much he
8 thinks he is going to need to buy us time to get
9 us to our mediation or to trial, I certainly will
10 be reasonable with that.

11 THE COURT: Okay. Let me tell
12 y'all, none of this is pleasant.

13 MR. MILLER: I know that you are
14 about to -- I hate to do this. My client really
15 doesn't prefer that I tell you this, but the
16 timing is especially difficult for him to deal
17 with because he has several -- he has several
18 mental issues. He has anxiety and depression
19 disorders that make this a very crippling task to
20 handle: Gathering personal things, getting a job
21 set up, trying to land somewhere.

22 There's no family or friends in town
23 willing to give him a place to stay in the very
24 near term, and so if the court can be generous and
25 give him as much time as you can possibly see, I . 553

1 would appreciate that. My client would. That
2 seems to be justice. In this case we're about 90
3 days since bankruptcy. It sounds like we have
4 another -- is it an additional 90?

5 MS. STORY: Ninety. I would say 90
6 to 120.

7 MR. MILLER: So if we can have
8 something approaching the 60- to 75-day range,
9 that would still put us within that window. We
10 can still proceed with the bankruptcy unimpeded.
11 My client would have the best fighting chance to
12 land on his feet.

13 THE COURT: Right.

14 MS. STORY: Here's my comments about
15 that. I know that his father has a summer home in
16 Tennessee. His mother has been giving him money.
17 He has a place to live, albeit in Michigan, but
18 they don't have -- we would -- if he vacated the
19 property we could meet with the auctioneer out
20 there and take care of that.

21 He doesn't have -- I mean, if he
22 just wants to vacate and go, get the tenants out,
23 we'll meet with the auctioneer and take care of
24 the auction. My client has mental health issues
25 too and physical debilitating issues, and she's

554

1 trying to work, but we have to do what we have to
2 do, and that's the quickest we can get money in
3 his pocket and give us some relief.

4 THE COURT: All right. I'm going to
5 go ahead and rule. I respect and appreciate the
6 argument of both counsel, and you are very good at
7 this. You are very articulate. You are very
8 calm. You are very -- you understand what it
9 means to sit down with a lawyer and try to talk
10 things out, but still represent your client's
11 interests.

12 I can tell, so it's nice to see
13 someone who knows what they're doing.

14 MR. MILLER: I appreciate that,
15 Judge. Thank you.

16 THE COURT: I mean that, I really
17 mean that. You are very calm and articulate. You
18 know what you're doing. I respect your approach.
19 I really do. Did you know Bruce Moore, or do you
20 know him?

21 MR. MILLER: I think I've maybe met
22 him in passing.

23 THE COURT: Well, he's one of my
24 lifelong friends. He's been with HCA forever.
25 He is a great guy. I don't mean that in a bad

555

1 way. I just kid my buddy. But anyway, he is a
2 great guy. If you are ever back over there, get
3 to meet him because he is a good man.

4 MR. MILLER: Will do, your Honor.
5 Thank you. I appreciate those comments.

6 THE COURT: You are very welcome.
7 I don't have a magic wand here. I wish I did
8 where I could please everyone, but I can't. We
9 all know that in these types of cases it is very
10 difficult, but we got to move. I understand the
11 exigencies of the issues here. I understand the
12 time limitations of the path through bankruptcy,
13 et cetera.

14 I understand that there's a
15 potential lawsuit that may come down the road.
16 I understand this is the biggest asset, and you
17 can try to get the highest and best dollar, all
18 kinds of different elements that go into making
19 a decision, so this is what I would like to do.

20 The home will be sold at auction in
21 45 days. Y'all will discuss and try to agree upon
22 an auctioneer. Obviously, you two good lawyers,
23 three lawyers, will do whatever is necessary to
24 obtain the services of a good auctioneer who will
25 market the sale in a marketable fashion that will

556

1 not invite a desperation offer.

2 Both sides will follow the
3 directives of the auctioneer or their agent with
4 regard to visiting the interior of the home to
5 determine a fair range of auction sale, sale
6 price and to review, look at and tag personal
7 items, if necessary, for sale.

8 Both parties through their
9 attorneys will give the auctioneer their
10 absolute, full cooperation even though it is
11 difficult, but that must be done. Once the
12 auction has been completed. the proceeds, netted
13 proceeds of the auction after expenses and
14 commissions are paid as a result of the auction
15 will be placed in the -- are we Chancery or
16 Circuit?

17 MS. STORY: Chancery.

18 THE COURT: In the Chancery Court
19 clerk's office in an interest-bearing account in
20 both parties' names. How do we do that now? Do
21 y'all put it in your name now? However it's
22 done.

23 MS. STORY: I think it might be in
24 Ms. Beeler's name.

25 THE COURT: I think it is.

557

1 MS. STORY: On behalf of.

2 THE COURT: Right, exactly, bnf or
3 on behalf of. If moneys are needed after the
4 moneys are deposited I will definitely entertain
5 a request for withdrawal of either side's
6 equitable interest in those moneys from the
7 clerk's office. That will have to be done either
8 by agreement of the parties or a court hearing.

9 It will be a straight auction
10 without reserve, and I believe that's it. Let
11 me ask this question. I really don't believe,
12 now that the husband is represented by excellent
13 counsel, that we're going to have any problems
14 with the husband trying to stall the auction or
15 interfere directly or indirectly in any way.

16 Is there a restraining order against
17 him at this point in that regard?

18 MS. STORY: There's just the
19 standard restraining order that went down, the
20 statutory from harassing, threatening or
21 intimidating or dissipating marital -- dissipating
22 assets or encumbering. Then the ex parte from
23 contact so there's nothing to prevent him from
24 stalling the sale of the house.

25 THE COURT: What do you say about

558

1 that, Ms. Story?

2 MS. STORY: Well, I would like it in
3 there.

4 THE COURT: I know you would. I'm
5 going to put it in there because I want this sale
6 to go off. I've made a decision about how to do
7 it, when we're going to do it, and I want to make
8 sure because of the immediacy of this issue, that
9 it gets done without any interference, and I
10 believe that the husband will cooperate and will
11 be a gentleman even though it's all difficult.

12 He will do whatever is necessary to
13 get this asset sold and get the money into the
14 clerk's office as quickly as possible so that he
15 may share in some of the proceeds on an immediate
16 basis if he feels that he needs to.

17 So the husband will be enjoined and
18 restrained from interfering in any form
19 whatsoever directly or indirectly with a smooth
20 transition and preparation of the home for
21 auction. Yeah.

22 Do y'all need me to order when the
23 tenants should vacate? I will be glad to do it.

24 MR. MILLER: Will you repeat that,
25 your Honor?

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1 we're trying to get this property sold through
2 auction, so I'm thinking we need to give the
3 tenant a drop-dead deadline to be out, something
4 that's reasonable.

5 If we're going to auction in 45
6 days, everybody is going to have to be pressed
7 against the wall because of circumstances that
8 have come up in this divorce case. I'm thinking
9 he needs to be out of there in ten days so we
10 don't have that to worry about.

11 MR. MILLER: One thing is I believe
12 Mr. Fenton has already been paid by these tenants
13 for the month of August.

14 THE COURT: Okay. You will have to
15 reimburse them.

16 MR. MILLER: That is probably not on
17 hand because that goes toward his living expenses
18 at the moment.

19 THE COURT: I didn't hear you. I'm
20 sorry.

21 MR. MILLER: The amount required
22 for reimbursement is not on hand because that
23 goes to his living expenses, so if we could put
24 their leave date at the very end of the month
25 so that he doesn't owe any further

560

1 reimbursement.

2 THE COURT: At the end of this
3 month?

4 MR. MILLER: At the end of August.

5 THE COURT: Today is August 1st.

6 MR. MILLER: Right.

7 THE COURT: What do you say, Ms.
8 Story?

9 MR. MILLER: Are you saying that
10 they need to move out ten days from today or ten
11 days after the auction? You're saying from
12 today?

13 THE COURT: Well, y'all tell me.
14 What I'm trying to do is to prevent unexpected
15 problems and issues that come up. Again there's
16 so many things I don't know and y'all don't know,
17 but the last thing I want to do is have an
18 auctioneer coming in there and tripping all over
19 the tenant and the tenant getting --

20 I mean I don't know anything that's
21 going to happen. I just want that to be a
22 non-issue, so if the tenant is out of there it is
23 a non-issue. Any reimbursement, we'll have to
24 deal with that, but it's going to have to be paid
25 back to keep him happy. He may not be happy at

561

1 all. Again I can't solve all the problems, but,
2 you know, we're just going to have to move through
3 here with what's necessary.

4 MR. MILLER: Since we are --

5 MS. STORY: I think she is okay
6 with letting him stay until August 30th if he
7 gives them notice today, because that way, 15
8 days to find the auctioneer for us to get that
9 started. Then the auctioneer is going to
10 advertise.

11 THE COURT: Okay.

12 MS. STORY: Then tell Mr. Fenton
13 what he needs to get out of the house I'm sure, so
14 I think we would be okay with August 30th.

15 MR. MILLER: She just made my next
16 point. I appreciate that.

17 THE COURT: Good deal. Okay.
18 Anything else that we need to talk about?

19 MR. MILLER: The only question I
20 would have is about personal property between
21 the two of them. Wanting to know if Mrs. Fenton
22 has anything in particular we should be aware of?

23 MS. STORY: There's a couple of
24 things. We'll make a list.

25 MR. MILLER: We don't want any

562

1 further headache about stuff like that.

2 THE COURT: I respect that. Thank
3 you. Let's do this. Are y'all going to make a --
4 you've already --

5 MS. STORY: There's a few little
6 things she wants. We'll make a list.

7 THE COURT: Okay, good enough.

8 MS. STORY: I can do that.

9 THE COURT: If you will put that in
10 the order as well. Do you want a deadline for her
11 to get that list of property out of the home?
12 Y'all are doing really well.

13 MR. MILLER: A couple of days, ten
14 days?

15 MS. STORY: Ten days.

16 THE COURT: That will work. I think
17 we covered it all.

18 MR. MILLER: Thank you, your Honor.

19 THE COURT: Is that it? Very good.
20 Can I get both of you to sign off on that order,
21 please, and I'll sign it whenever it's prepared.
22 I believe that's it. Any other questions?

23 MS. STORY: No, your Honor.

24 THE COURT: Very good. Thank y'all
25 very much. It's good to see y'all.

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MS. STORY: We're off the record?

THE COURT: Yes.

(Whereupon, this was all that was heard in this cause, this the 1st day of August, 2019.)

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REPORTER'S CERTIFICATE

I, Susan D. Murillo, Certified Court Reporter in and for the State of Tennessee, do hereby certify that the above proceedings were reported by me and that the foregoing 42 pages of the transcript is a true and accurate record to the best of my knowledge, skills and ability.

I further certify that I am not related to nor an employee of counsel or any of the parties to the action, nor am I in any way financially interested in the outcome of this case.

I further certify that I am duly licensed by the Tennessee Board of Court Reporting as a Licensed Court Reporter as evidenced by the LCR number and expiration date following my name below.

Susan Murillo, LCR #224
Expiration Date: 6-30-20
118 Wheaton Hall Lane
Franklin, Tennessee 37069

565

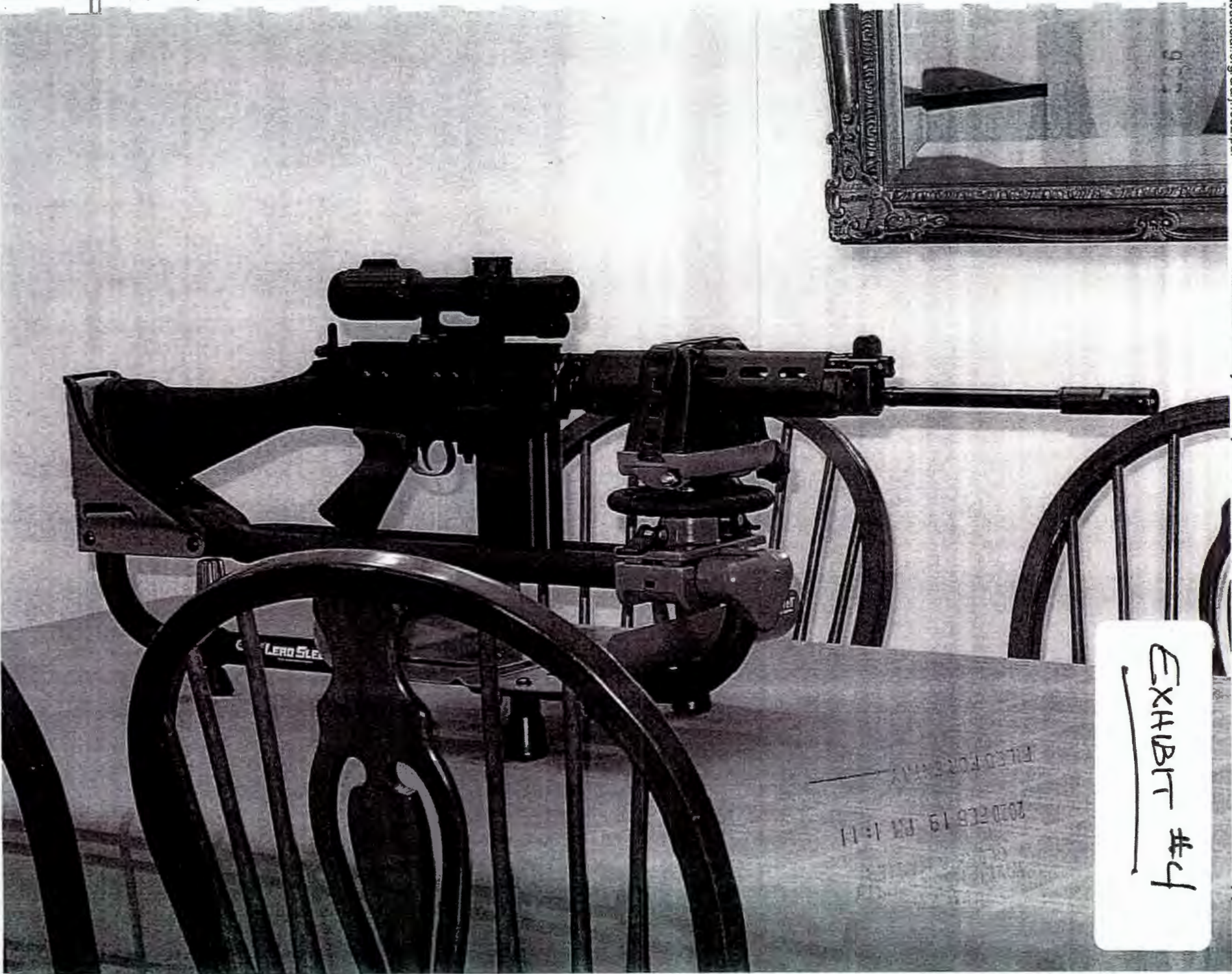


EXHIBIT #4

FILED FOR ENTRY
2020 FEB 19 PM 1:11
CLERK OF COURT

Stolo

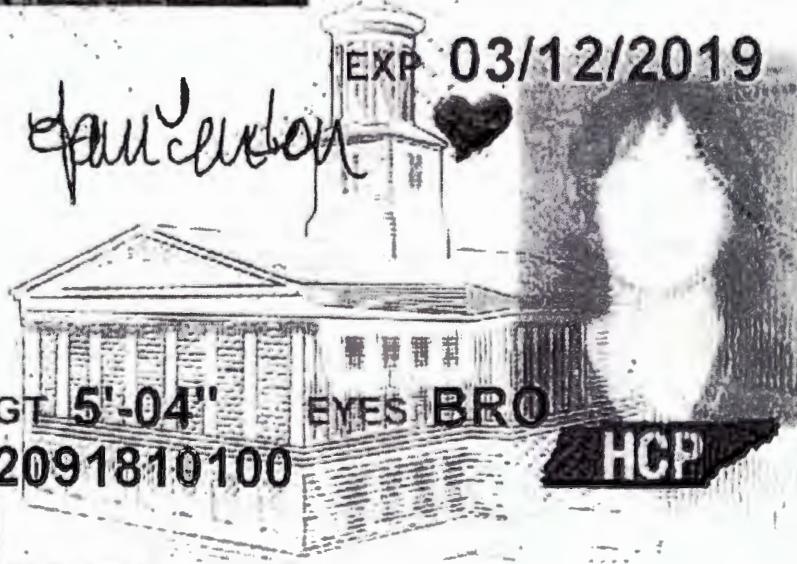




PERMIT NO.
093973585
DOB
01/22/1973

EXP **03/12/2019**

Fawn Fenton



SEX **F** HGT **5'-04"** EYES **BRO**
DD **9011412091810100**

FENTON
FAWN TIFFANY
1986 SUNNY SIDE DR

BRENTWOOD, TN 37027

568

FAWN T. FENTON

1986 Sunny Side Drive, Brentwood, Tennessee 37027

Email: [REDACTED]

Tel: (615) [REDACTED]

Self-Defense Handgun Instructor

CERTIFICATIONS & AFFILIATIONS

- **NRA Certified Basic Pistol Instructor**
- **Tennessee Department of Safety Concealed Carry Instructor**
- **Front Sight Firearms Training Institute Handgun Instructor, Pahrump, NV**
- **CCWP Instructor at The Range Incorporated, Centerville, TN**
- **Nashville Police Department, Citizens Police Academy, Spring 2009**
- **Mount Juliet Police Department, Citizens Police Academy, Spring 2004**
- **Member of the NRA since 2004, Life Member since 2012**
- **Certified Trainer with NRA "Refuse to Be a Victim" Program**
- **Member of the United States Practical Shooting Association since 2003**

TRAINING

- **Front Sight Firearms Training Institute, 4-Day Practical Rifle (FN-FAL & AR15), January 2018**
- **Front Sight Firearms Training Institute, 4-Day Defensive Handgun, March 2013**
- **Front Sight Firearms Training Institute, 4-Day 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**

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- Front Sight Firearms Training Institute, 4-Day Defensive Handgun, October 2003
- The Range Incorporated, Advanced Handgun I, April 2003
- The Range Incorporated, State Concealed Carry Course, February 2003
- Front Sight Firearms Training Institute, 4-Day Defensive Handgun, October 2002

REFERENCES

JOHN HUTCHERSON ■ Owner, The Range Inc. Instructor, DCSO Correctional Officer
T: (615) 662-6815, Nashville, TN therange@belisouth.net

RICK MORELLO ■ Front Sight Firearms Operations Manager, Instructor
T: (800) 987-7719, Pahrump, NV morello@frontsight.com

MARK [REDACTED] ■ Brother, U.S. Marine Veteran
T: (949) 565-6204, Lake Forest, CA mark.davenport@live.com



11


571

Fawn's Ammunitions: Taken During Separation

TOTAL ESTIMATED VALUE: **\$1,993.41**

 Fawn T. Fenton

 [REDACTED] Brentwood, TN 37027

 (615) [REDACTED]

Item #	Make / Model	Item / Description	Bullet Weight (Grains)	Muzzle Velocity (FPS)	Bullet Style	Serial Number / ID Number	Date Purchased
1	Federal American Eagle (XM193)	5.56 x 45mm	55	3,165	FMJ	Case UPC: 50029465094602	11/7/2016
2	Federal American Eagle (AE223)	223 REM	55	3,240	FMJ-BT	Box UPC: 029465084820	2/4/2005
3	PMC Bronze (308B)	7.62 x 51mm (.308 WIN)	147	2,780	FMJ-BT	Case UPC: 20741569060282	11/8/2016
4	Hornady TAP (#80968)	7.62 x 51mm (.308 WIN)	168	2,700	TAP FPD	Box UPC: 090255809688	11/8/2016
5	Federal American Eagle (AE40R3)	.40 S&W Target	165	1,130	FMJ	Case UPC: 50029465092813	11/7/2016
6	CCI Blazer Brass (S210) A-08-K-23	.40 S&W Target	165	Unknown	FMJ	Box UPC: 076683052100	2/4/2005
7	Federal Premium HST LE (P40HST1)	40 S&W Tactical	180	1,010	JHP	Box UPC: 029465094454	11/8/2016
8	Federal American Eagle (AE9AP)	9mm LUGER	124	1,150	FMJ	Box UPC: 029465088569	2/11/2010
9	Federal Premium HST LE (P9HST2)	9mm LUGER Tactical	147	1,000	JHP	Box UPC: 029465094447	11/8/2016
10	Federal Classic HI-SHOK (C38J)	.38 SPECIAL +P	125	950	JSP	Box UPC: 029465092955	Unknown
11	Miscellaneous Ammo Boxes	.40 Federal .22 CCI .223 Winchester	Misc	Misc	Misc	Misc	Unknown

TOTALS INVENTORY ITEMS: 11

COUNTED, SIGNED-FOR, AND TAKEN BY FAWN ON 5/1/2018

572



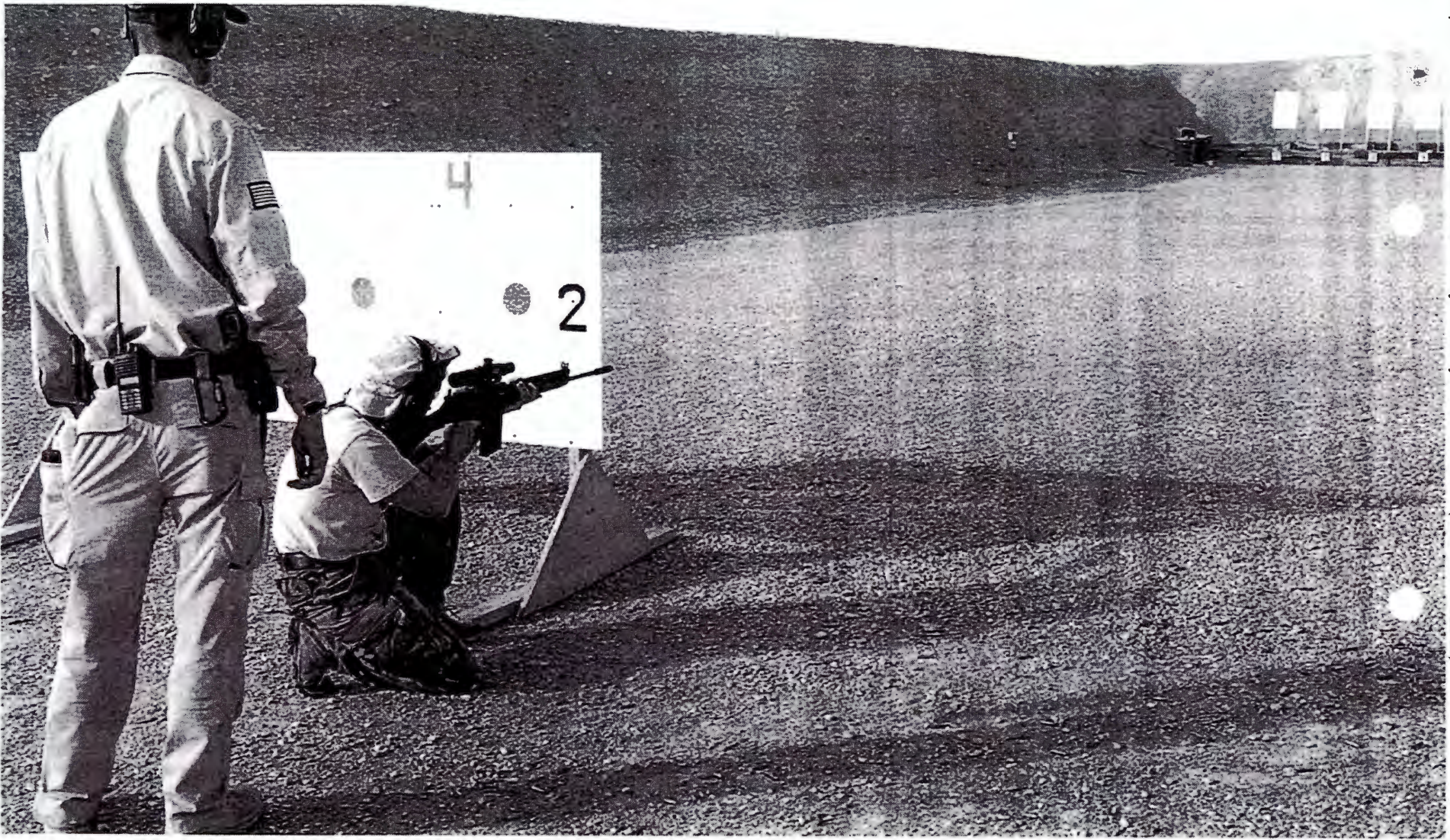
INVENTORY DATE: 5/1/2018

Insurance company: Donegal Insurance Group
 Insurance company phone: (800) 877-0600
 Policy number: HOC 8115950
 Insurance agent: Will & Anna Lima Montgomery (Montgomery & Assoc.)
 Insurance agent phone: (615) 829-8457
 Insurance agent address: 1730 General George Patton Dr, #212, Brentwood, TN 37027

Where Purchased	Quantity Purchased	Purchase Price	Price per Round	Date	Counted	Quantity Counted	Estimated Current Value	Notes
SportsmansGulde.com	1,000	\$372.98	\$0.37	5/1/2018	1,000	1,000	\$372.98	2x 500 Round Cases (25 Boxes of 20 Rounds Each)
AmmoMan.com	1,000	\$219.00	\$0.22	5/1/2018	780	780	\$170.82	39 Boxes of 20 Rounds
SportsmansGulde.com	1,000	\$645.98	\$0.65	5/1/2018	1,000	1,000	\$645.98	2x 500 Round Cases (25 Boxes of 20 Rounds Each)
SportsmansGulde.com	100	\$132.95	\$1.33	5/1/2018	100	100	\$132.95	5 Boxes of 20 Rounds
SportsmansGulde.com	1,000	\$326.78	\$0.33	5/1/2018	300	300	\$98.03	6 Boxes of 50 Rounds Each
AmmoMan.com	1,000	\$179.00	\$0.18	5/1/2018	700	700	\$125.30	14 Boxes of 50 Rounds
AmmoMan.com	300	\$234.00	\$0.78	5/1/2018	50	50	\$39.00	1 Box of 50 Rounds
AmmoMan.com	1,000	\$289.00	\$0.29	5/1/2018	550	550	\$158.95	11 Boxes of 50 Rounds
AmmoMan.com	100	\$90.00	\$0.90	5/1/2018	100	100	\$90.00	2 Boxes of 50 Rounds
Unknown	500	\$125.00	\$0.25	5/1/2018	380	380	\$95.00	19 Boxes of 20 Rounds (Guessed at Pricing)
Unknown	220	\$65.00	\$0.30	5/1/2018	220	220	\$65.00	Fed = 50 Rounds CCI = 150 Rounds Win = 20 Rds
		\$2,679.09				5,180	\$1,993.41	



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STATE CERTIFIED HANDGUN INSTRUCTOR

Awarded to

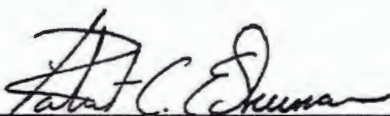
Fawn T. Fenton

ID # 197 / 30 / 1220

Presented by

Tennessee Department of Safety

Issued 5/8/12 Expires 8/15/15



Program Director



Commissioner

578



National Rifle Association of America

Certificate of Membership

This certifies that

Fawn Fenton

has fulfilled the requirements of a

Life Member

as set forth in the bylaws of the Association

Date April 26, 2012 *National Rifle Association*

Way Le Pini
 Executive Vice-President

579



Thank you for your efforts in promoting the safe and responsible use of firearms

- Each team instructor gets full credit for the course when you team teach.
- Remember to report your courses within 10 days of completion at nrainstructors.org.

National Rifle Association Credentials

FAWN T. FENTON

Instructor

Certified Pistol

New ID Card Enclosed

FAWN T. FENTON
1986 SUNNY SIDE DR
BRENTWOOD, TN 37027-5404

Edward J. Land, Jr.
Edward J. Land, Jr., Secretary

NRA # 137202242

Expires: 8/31/2016

Not valid for conducting NRA Law Enforcement or NRA Security Officer Training Courses.

Detach card and carry in wallet. This appointment is valid until the date shown. Prior to the expiration date on this card you will be given an opportunity to renew. Be sure to return the renewal application promptly when it comes.

New ID Card Enclosed

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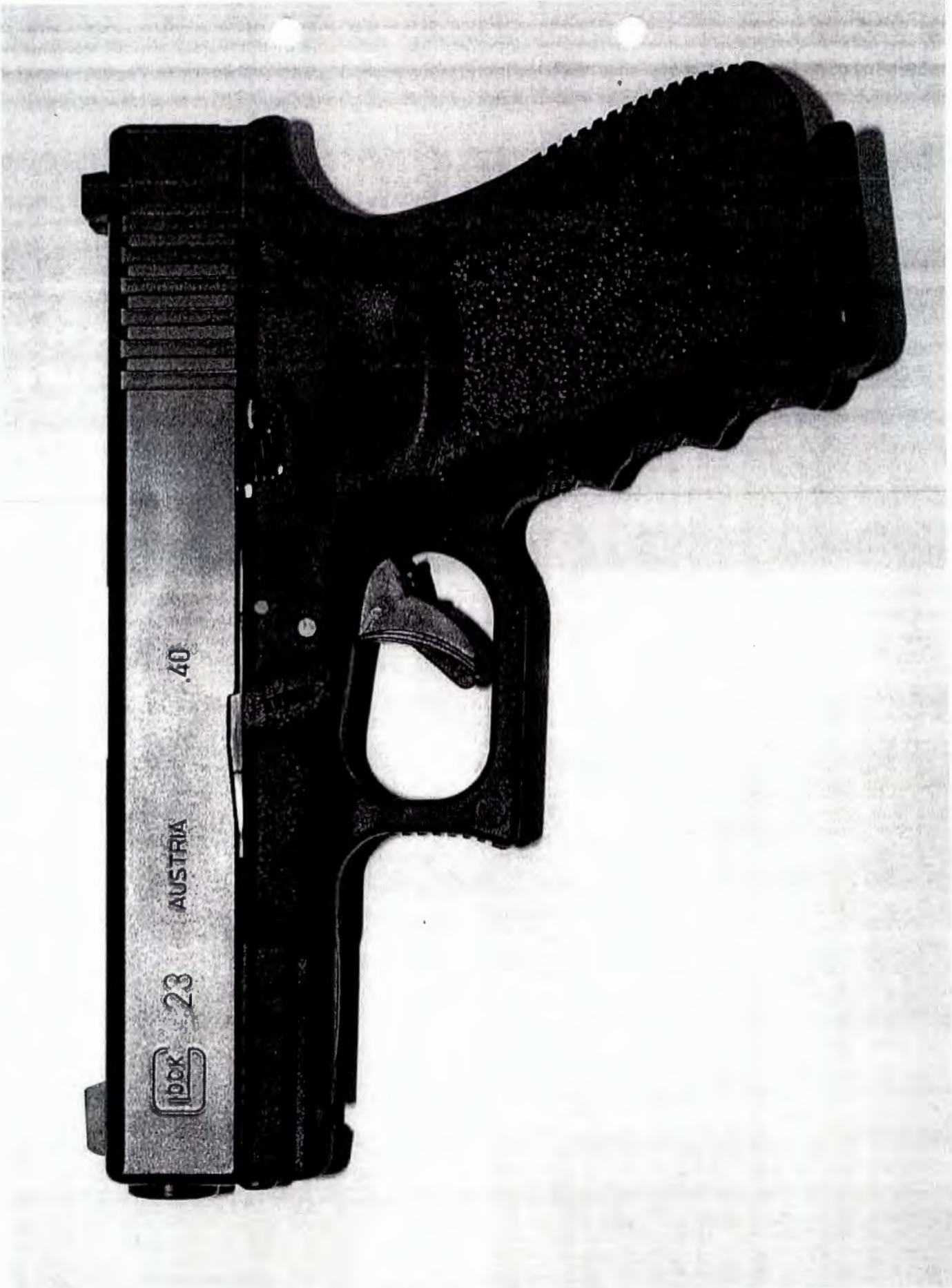


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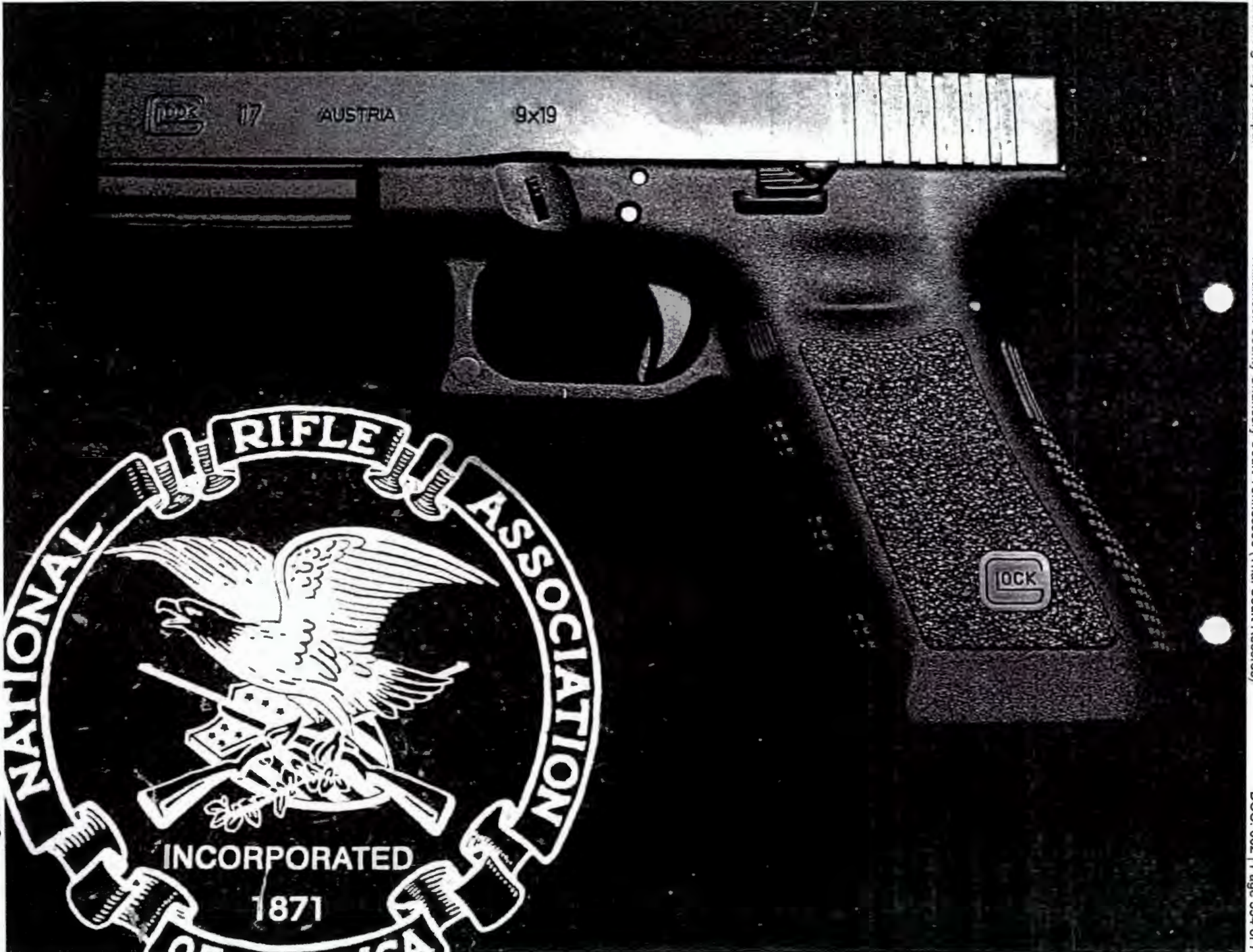
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OPERATIONS REPORT

1. AGENCY WILLIAMSON COUNTY SHERIFF'S OFFICE		2. PERSON RECEIVING COMPLAINT 2265 - Dep. Warren P. Cagle		3. DATE/TIME RECEIVED 04/22/2018 21:29 24 HR. CLOCK		5. TIME ARRIVED 21:38		7. CASE NUMBER 2018-9643		
		4. TIME DISPATCHED 21:29		6. TIME COMPLETED 22:25						
8. NATURE OF INCIDENT DOMESTIC-VERBAL - Event #1804060888										
9. LOCATION OF INCIDENT 1986 Sunnyside Drive, Brentwood, TN 37027										
				LOCATION CODE 01		REPORTING ZONE 1		DISPATCH ZONE/SECTION 1		
				PATROL ZONE/GRID 1			OTHER ZONE/BEAT			
10. VICTIM COMPLAINANT ACCUSED VEHICLE Fenton, Fawn Tiffany - 1986 Sunnyside Drive, Brentwood, TN 37027										
11. ACTION TAKEN On 04/22/2018, at approximately 2138 hours I arrived at 1986 Sunnyside Drive, Brentwood, Tennessee, in reference to a Verbal Domestic call. Once on scene, I made contact with the complainant, Mrs. Fawn Tiffany Fenton. Mrs. Fenton she had informed her husband, Mr. Jeffery R. Fenton that she wanted a divorce. This led to a verbal dispute between Mr. And Mrs. Fenton. Mrs. Fenton felt unsafe as the argument escalated and contacted law enforcement. I spoke to both parties involved and concluded that the dispute was verbal only. Mrs. Fenton voluntarily elected to gather some belongings and go stay with a friend for a few days. FAWN CAME BACK TO THE HOUSE THE NEXT DAY, BY HERSELF, TO PICK-UP BUNKY HAY + WOOD CHIPS, PERFECTLY CALM, WHICH SHE COULD HAVE PURCHASED FROM ANY PET SUPPLY STORE FOR \$15.00. I CALMLY HELPED HER CARRY IT TO THE CAR, ASSISTING WITH ANYTHING ELSE SHE WANTED TO TAKE. THERE WAS NO FRICTION BETWEEN US, HER MIND WAS OBVIOUSLY MADE UP, I UNDERSTOOD AND ACCEPTED IT. I HELPED FAWN AS MUCH AS POSSIBLE, FOR THE MONTHS TO COME, AS SHE SLOWLY MOVED.										
12. CLASSIFICATION <input checked="" type="checkbox"/> General Police <input type="checkbox"/> Traffic <input type="checkbox"/> Emergency <input type="checkbox"/> Crime <input type="checkbox"/> Special Activity <input type="checkbox"/> Technical Service			13. HOW RECEIVED <input type="checkbox"/> Phone <input type="checkbox"/> On-View <input type="checkbox"/> Walk-In <input checked="" type="checkbox"/> Radio		14. DISPOSITION <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Complete <input type="checkbox"/> See Inv. Report		15. OFFICER ASSIGNED 2265 - Dep. Warren P. Cagle		17. DATE PRINTED MO DAY YR 05 / 02 / 2018	
						16. OFFICER SIGNATURE				

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Wednesday, May 02, 2018

Page 2 of 2

Others Involved

Seq. # 1	Person Type: Other	Involvement: Husband of Complainant	Name: Fenton, Jeffery R				
Home Address: 1986 Sunnyside Drive, Brentwood, TN 37027						Home Phone Number:	
Social Security Number:		Driver's License Number:	State:	Date of Birth:	Age:	Race:	Sex:

587

Fawn Fenton

(615) 333-73... mobile



You are **WRONG** about my motives for selling the house and you are **WRONG** about me having evil and selfish intentions to increase or decrease the sale value. As usual, you are being a **dick** when I don't agree with everything you want, and you resort to insulting me and verbally attacking me to try to get your way.

Fawn Fenton (mobile) • Jan 30, 12:13 AM

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

Jan 30, 2:31 AM

588

Fawn Fenton
(615) 333-7377 • mobile

I want to get your drive data done and back yo you before my court response is due. Can i pick it up from you today so i can get the data transferring? Maybe at the hyatt, target, or the entrance to your apartments?

Oct 14, 2018



Oh hello
Sorry I haven't looked at phone in awhile
Ok yes, you can come to my apartment if you want.

Fawn Fenton (mobile) • Oct 14, 2018

Ok, what is the addrsss? I know i recorded with call with brendan, but i didn't write it down, since you didn't want me to have.

Still have it in encrypted conversaylons directory. But never wrote it down.

I was just looking for an altermative "MyBook" or something to let uou borrow. But they are slow as fuck, plus i'd need to move data off and reformeat first. So using your drive would be MUCH quicker!

Oct 14, 2018



Ok, you just have to promise not to linger... you can come in for a minute if you want, but then go without arguing. Ok?

Fawn Fenton (mobile) • Oct 14, 2018

Sure. Just let me visit with the kids for a moment, won't sat much to you. Just need to pickup drive, have ready for you in twp days.

I've never seen the place, i,m kida curious. I'm looking around the crawl space and freaking out at needing to fit all that inside a one bedroom apartment.

Oct 14, 2018



Ok. From OHB, turn right at Stone Brook Drive across from Panera/Target... go all the way up hill. Do not turn left on Fox Ridge drive... keep going up past that. The road dead-ends at the entry to the Brentwood Villas condos... turn left right before you go in there, to [REDACTED] apartments.

Fawn Fenton (mobile) • Oct 14, 2018

Hot a feeling will end up tenting a pickup for a week again and take a lot to the dump. Just no space... and i want one bedroom apartment to be comfortable, not clutter fucked.

Oct 14, 2018



I am the very first building closest to the entry driveway, Bldg A. Park anywhere, there's no assigned parking or anything. I am 102, down the first set of stairs closest to the end of the bldg.

589

Fawn Fenton (mobile) - Oct 14, 2018

Ok, in now a good time? Need to brush my teeth. Want me to bring Tweetie?

See, now I don't need to worry about you serving me anymore.

Do you want me to bring Tweetie food and trade pup pup for tweetie until tomorrow morning?

Now I can help drop off & swap.

Up to you.

Oct 14, 2018



No, I don't want to trade puppy.
You can bring tweetie if you want, of course.
Now is fine.

Fawn Fenton (mobile) - Oct 14, 2018

Ok, give me a minute to wrangle her into her diaper. She eats all healthy food now, hasn't had a sunflower seed since you left. She still seems to be balding a but on the top... probable needs mire fruit and veggies... haven't been shopping much lately. Give me a few and I'll head your way. Need anything?

Oct 14, 2018

11

590

Did you leave it... this little plant?? 🌱🌿🌳🌴🌵

Fawn Fenton (mobile) • Feb 4, 9:50 PM



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

Fawn Fenton (mobile) • Feb 4, 9:56 PM

Lol! I wasn't going to knock anyways. But I was a little afraid I had the wrong place... night time, raining, can't see.

So I drove back out your complex to make sure I was at the second entrance, then I looked up your address on my phone, and it said it was right. 🤔

I thought that maybe you were at an AA meeting....

Feb 4, 10:00 PM

I like the fact that the wind doesn't blow much down in that cubby. It is pretty easy to leave stuff without worrying what will happen.

I figured you would be inside and you would find in the morning... I tried to step quiet so not to alert puppy.

Feb 4, 10:02 PM

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

Feb 4, 10:03 PM

AA meeting... Hahaha... No, came home from work and fell asleep until about 8:pm, then got up and went to storage to drop off some of the stuff I picked up from you yesterday, then went grocery shopping.



Yes that's funny! Money tree!

Fawn Fenton (mobile) • Feb 4, 10:03 PM

I almost got a little bonsai fern... but it didn't have any care instructions, so I was afraid you might kill it. It was pretty too though! So many choices!

Lol@

Feb 4, 10:04 PM

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[REDACTED]

From: Fawn Fenton <[REDACTED]>
Sent: Tuesday, May 21, 2019 1:40 PM
To: Jeff Fenton
Subject: Re: Gift
Attachments: 20190519_151808_resized.jpg
Categories: Yellow category

Yes, I emailed you earlier asking if it was you that left the bunny plant on my doorstep. You didn't see my email I guess. Thank you - it's very cute!

I am not getting rid of the concrete bunny boys... They have lived out there by my front door ever since I brought them here. I just like having something cute to see when I come home every day.

Today is Poey's 11th birthday!! Yay Super-Pooster!
I actually have been letting Poey be loose in the living room all the time lately... He never gets locked in his cage. (Even when I'm sleeping or not home... Poey has been good!) I use one of the white folding gates to contain Poey in a smaller area when it's Cute-cute's turn to come out and play; but when cute-cute goes back in his cage, Poey is set free again. 😊

(I experimented awhile with various forms of bunny freedom.... Cute-cute didn't seem to like it. He would pace around and be restless, and would get into mischief and make huge messes by tossing poo-boxes and throwing hay everywhere. Cute-cute just wants his shelf in the big cage.) Surprisingly, Poey is WAY less messy than Cute-cute! Cute-cute is a bratty menace, intentionally making messes to get attention!
👍👍👍

Sent from Samsung Galaxy smartphone.

----- Original message -----

From: Jeff Fenton [REDACTED]
Date: 5/21/19 11:38 (GMT-06:00)
To: Fawn Fenton <[REDACTED]> Fawn Fenton <[REDACTED]>
Subject: Gift

Hello!

Did you find your little gift outside your front door? Or did you walk right past it? (Or over it?)

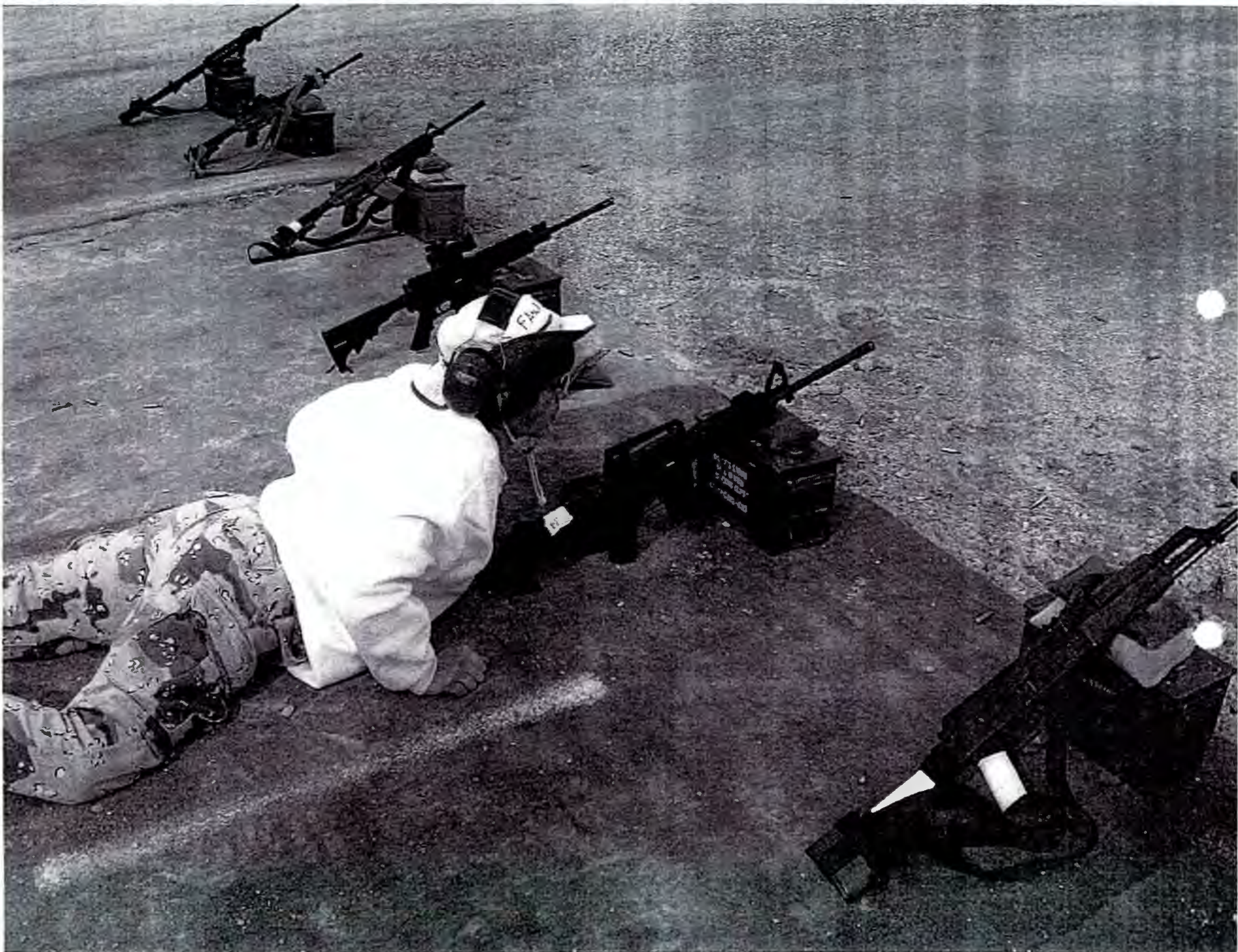
I saw the concrete bunny boys out there, which I hope doesn't mean that you are getting rid of them.

Is everything ok?

Hope so.... your gift is eventually perishable....

Please let me know if baby bunny and poey are ok... and you and Sarah.

Gracias!



594



EXHIBIT #5/#6

From: Ruth Stockell <ruth@rothschildbklaw.com>
Sent: Friday, June 14, 2019 2:53 PM
To: [REDACTED]
Subject: Rothschild & Ausbrooks appointment cancelled for Monday June 17th

2020 FEB 19 PM 1:11
FILED FOR ENTRY

Hello Mr. Fenton, we cancelled your appointment with our office for Monday, June 17th. It has been brought to my attention we currently represent your soon to be ex-wife. This would be a conflict of interest, therefore, you will need to secure representation from another attorney.

I apologize for any inconvenience.
Sincerely, Ruth

*Ruth Stockell
Rothschild & Ausbrooks, PLLC
1222 16th Ave. S
Suite 12
Nashville, TN 37212
Phone # 615-242-3996
Fax# 615-242-2003
ruth@rothschildbklaw.com*



Jeff Fenton

From: Fawn Fenton <[REDACTED]>
Sent: Sunday, June 16, 2019 4:49 PM
To: Jeff Fenton
Subject: RE: IRS Claim & Chapter 13 Bankruptcy (Where do we stand?)

Where did you get copies of my bk docs?

I have no obligation to communicate with you at all, but I'll clarify a few of your questions.

I've already had one hearing; the IRS objections have been taken care of, they're zeroed out. And no, I still have not heard anything about the 2017 tax returns.

For 2016, I filed as "married filing separately", which is why I came up owing the \$412 (because the single tax rate is so much higher than the married rate.) Since it wasn't that much, I decided to just pay it, in order to leave the returns for 2014 and 2015 with the IRS for you to use later (you will need to file your own 2016 return by next April) or it can be divided through the divorce.

In my bk filing, I've asked the judge to prevent BofA and BCS from foreclosing on the house for 6 months, to give me/us time to sell it. My lawyers (at R&A) have already negotiated this, and it should be confirmed at the July 15 hearing. It is unlikely I will even need to show up at the July 15 court date, because we hammered everything out at the June hearing.

I am not going to spend any time factfinding for you or giving you advice. You need to take care of yourself. I talked to over a dozen different lawyers in the last couple of months, trying to figure out how to move forward since I cannot reason with you.

From: Jeff Fenton [REDACTED]
Sent: Sunday, June 16, 2019 2:01 AM
To: Fawn Fenton (fawn[REDACTED]outlook.com) <fawn[REDACTED]outlook.com>; Fawn Fenton <[REDACTED]>
Subject: IRS Claim & Chapter 13 Bankruptcy (Where do we stand?)

You break my heart! You absolutely refuse to share anything with me.

Why was I never notified about the IRS claim for 2015, 2016, and 2017? I've been asking for weeks about our 2017 refund which never showed up, yet you told me that you hadn't heard anything from the IRS.

The Proof of Claim filed by the Internal Revenue Service contains estimates for 2015, 2016, and 2017 Form 1040 Taxes in the amount of \$15,910.36, including penalties and interest. The income transcripts for 2015, 2016, and 2017 Form 1040 tax return, attached hereto, have not been processed by the Internal Revenue Service and reflects a lesser amount owed for that year. The Debtor is owed refunds for 2015 and 2017 and has mailed a payment in the amount of \$412.00 to the IRS for 2016.

So I'm confused about a few things, which I'm hoping that you can clear up, without me needing to waste more money on legal help, just to understand:

- Did the \$412 you mailed the IRS for 2016, take into account the 2014 & 2015 refunds which they already held in their possession?

- Is there a 2016 return, by which you calculated this amount to mail them?
- Can you please send me a copy of all correspondences with the IRS, since they involve me too?
- Do we still need to complete a return for 2016, or is that no longer necessary?

Regarding the house, I understand that you included both BCS and BOA in your list of creditors, and that they both plan to come to your hearing, but I'm unclear if you are trying to forfeit the house or retain the house through your bankruptcy?

- Are the first and second mortgage payments current?
- Is there anything which I need to be concerned about here?

That was nice that you did not attribute any ownership interest in anything to me... as though I'm not a part owner in the house, ext... and providing no amount for supporting me or my household... and that you listed my gun safe, treadmill, and weight set as your assets. Somehow you left all your art out, but I was surprised to see you disclose most of your guns.

Mostly I'm not angry about this, I'm just confused... and heart broken, that all of this could happen and you never even bothered to mention it to me. That you think that little of me.

I won't try to use any of this against you, or interfere in any way. I'm just sad!

So after your confirmation hearing on 7/15/2019, are you expecting anything to change regarding our possession/ownership of our home? How long after than until you expect the final "discharge of indebtedness", so that I can file. Or don't you even receive a discharge since it is a Chapter 13? Can you please find out how long I need to wait until after your hearing date to file Chapter 7 myself, without putting our home or other marital assets at risk? (Until then, I will be piling up default judgment after default judgment, because it is pointless to fight each of these claims in court.)

I would really appreciate it if you could please answer that question for me. I can see that now even though I'm ready and wanting to file bankruptcy, that I can't until after yours is discharged, because it doesn't allow both spouses to file separately yet simultaneously. So I'm going to need to keep bobbing and weaving for at least another month.

I had the Sheriff's Department here again the other day... the same bald guy as before. I just received two letters from attorneys, one to notify me again about the BCS default judgment again, and another which I have not opened yet. I spent an entire day gathering documentation for Rothschild to file myself, before they realized the conflict of interest, since they are already representing you.

I just can't handle all this turmoil and instability. I need to have some foundation to stand upon, in order for me to proceed. Right now, I have nothing, more literally than ever in my life.

So can you please give me some clue of what to expect here? It may be detailed in the 100+ pages of legal forms attached, but it is all overwhelming to me. I can't waste any more time on all of this right now.

Me and my roommates need to know where we stand.

So after your BK, do you have a plan for the divorce? You've shown absolutely no interest in working together towards a fair MDA. Are you planning another legal ambush, or to let sleeping dogs lie for a bit, or ??? It really is self-defeating to keep me guessing all the time... in the dark.... Because you know that it is impossible for me to move forward and improve myself, when I have noting in life that I can count on. When I don't know when I'll be legally attached next. When I don't even know how long I'll have a home, before I will be forced into the street.

If I was sitting there with you and another professional which you have some respect for, you would answer reasonable questions like that from them, but for some reason, you absolutely refuse to answer them for me.

No-one in the world will benefit more than you (and me) once I'm vocationally rehabilitated, working full-time in an area of interest and opportunity, and financially independent again! So why won't you offer me the most basic elements of security, like simply INFORMATION, so that I can leave the house and work towards reaching those goals, instead of waiting for years to pass by, expecting me to "do the right thing", while you refuse to provide me with the one simple ingredient necessary, for me to ever do that? Some simple assurance of safety? Some cease fire? Some timeline? Some opportunity to advance, without needing you to provide my basic financial needs?

I hate this whole fucking roller-coaster ride... where you are my opponent, instead of my partner! It was never meant to be this way!

I'm SORRY! I don't know what I could have done differently to prevent this outcome! But I'm so, so sorry that our marriage has ended in the absolute worst way imaginable... with us both broke, with nothing to our names, with no retirement, with us both in bankruptcy.

How could this be worse?

I wish we would have had an asteroid fall on our home and kill us (or at least kill me), the day before I discovered your plans to divorce me.

JEFF FENTON
METICULOUS.TECH

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

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EXHIBIT #7

Jeff Fenton

From: Fawn Fenton <[REDACTED]>
Sent: Thursday, May 16, 2019 5:02 PM
To: Jeff Fenton
Subject: RE: Terminate \$500 Per Month - Partial Support - Keeping Utilities in Your Name for Now

2020 FEB 19 PM 1:11
FILED FOR ENTRY

Ok, I am good with keeping the utilities and not sending you checks for now.
Thanks.

From: Jeff Fenton [REDACTED]
Sent: Thursday, May 16, 2019 1:21 PM
To: Fawn Fenton ([REDACTED]) <[REDACTED]> Fawn Fenton <fawn.fenton@live.com>
Subject: Terminate \$500 Per Month - Partial Support - Keeping Utilities in Your Name for Now
Importance: High

Hey Fawn,

Since I haven't heard anything back about transferring the utilities, and if I go bk all my credit cards will be cancelled, even those which I've kept current, I think it is probably best for now, that we leave the SS utilities in your name, and you can just quit mailing me the \$250 checks for my expenses every two weeks.

I deposited the final check that I have yesterday anyway, and since this is a bit of a hassle to keep reminding you about, just save this money for now to meet your own financial short-fall, which if I understood you correctly, should completely cure your present negative cashflow.

I've been working on a million projects to make my roommates comfortable (they PEE a lot, so I need to TRY to fix the bonus room toilet), and to secure the house once I start some vocational training or job, which will be next on my list (unless 2016 taxes or bk, temporarily supersedes it).

My stuff is all in chaos now, after cleaning out both "junk rooms", and I still have that lawsuit with BCS to contend with... response due next week.

Anyhow, I primarily wanted to touch base about the money and utilities, since it is a slight deviation from what we previously spoke of. This should benefit you slightly though financially.

I will open a new Netflix account, and email you once I do, so that you can close your account if you are no longer using it.

That way I can setup a new profile for each roommate.

I also still need to deal with AT&T who has been charging me around \$95 per month for my cell service, since you ported out.

I also still need to increase my Comcast subscription, since we are exceeding the data cap, due to our three streaming TVs.

Anyhow, I hope that you are well.

JEFF FENTON
METICULOUS.TECH

(615) 837-1300 OFFICE
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The scanned version of this document represents an exact copy of the original as submitted to the Clerk's Office. The original has not been retained.

Vol 5

Appendix 13-5

TECHNICAL RECORD

NO. 48419B

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

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

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

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

TO THE
APPEALS COURT
NASHVILLE TENNESSEE

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

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

FILED 31ST DAY OF MARCH 2020.

CHANCERY COURT
NO. 48419B

Sara B McKinney

CLERK
DEP. CLERK

EXHIBIT #8

Jeff Fenton

From: Jeff Fenton
Sent: Saturday, March 30, 2019 6:55 PM
To: Fawn Fenton ([REDACTED]) Fawn Fenton ([REDACTED])
Subject: RE: Thinking Through Potential Settlements
Importance: High

2020 FEB 19 PM 1:11
FILED FOR ENTRY

I forgot to mention it, but included in this idea, is that I would be responsible for all costs associated with my vocational rehabilitation, training, education, etc...

Thanks.

JEFF FENTON
METICULOUS.TECH
(615) 837-1300 OFFICE
(615) 837-1301 MOBILE
(615) 837-1302 FAX

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From: Jeff Fenton ([REDACTED])
Sent: Saturday, March 30, 2019 6:31 PM
To: Fawn Fenton ([REDACTED]) < [REDACTED] > Fawn Fenton < [REDACTED] >
Subject: Thinking Through Potential Settlements
Importance: High

Hello Fawn,

This isn't an official "offer" and is in no way a "contract" at this point, but I just want to "think out loud" and get your feedback.

Before we dedicate the next couple of years of our lives, to legally battling each other, please consider this idea and provide me with your feedback. I believe that this idea is more FAIR to all parties, put's an end within sight & reach, saves us both a ton in legal fees, and ends the struggle between us, so that we can both move forward in life.

By the time we accomplished anything in court, we would have been married for at least 14 years, so realistically, like it or not, we are looking at 7 years of alimony now, rather than 6.

Here is my IDEA:

- Rather than 7 years of alimony, we could reduce it to 4. (To help compensate you for your "equity", although you would never guarantee me \$30k or even \$20k for mine.)
- We would need to perpetually keep the existing mortgages, in your name, without refinancing them. Except for the second mortgage, when it is due, refinancing for the same amount. (Maybe we could convert this into an amortized second, maybe we would just roll it ever and keep it interest only, depending upon my financial

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condition at the time. We would not increase the amount of debt regardless, and it would need to remain financed in your name.)

- If we both agreed on this, AFTER we have a FULLY EXECUTED MDA, then you could quit paying me the \$500 per month (for a portion of my consumables), and I would assume all utility, maintenance, and improvement expenses for this property, EXCEPT for the electric, which you would continue to pay for a period of ONE YEAR, while I try to obtain some vocational training. (I should have roommates by then, along with a part-time job.)
- So for the FIRST year (AFTER THE MDA IS FULLY EXECUTED), you would be responsible for paying both mortgages (the property taxes and insurance, currently escrowed in with the first mortgage), plus the ELECTRIC. (SO I have some financial relief while obtaining some vocational training.)
- For the SECOND through FOURTH years, I would become responsible for the ELECTRIC bill, so all that you would be responsible for paying is both mortgage payments, including the escrowed property taxes and insurance. (However those bills fluctuate, with insurance and taxes, those bills would be yours for these THREE years.)
- At the end of the FOURTH year, you would be absolved of any further alimony payment, or financial support of me, of any kind. Yet you would still need to allow me to leave the house financed in your name, and refinance the second in your name (for the same amount or less) as each term expires, until either I'm dead, I default on my agreement to pay those mortgages, or those mortgages are fully paid off.
- Your name would remain jointly on the deed, so that in the event of my death or my default, you could claim possession of the house.
- If I determine that I cannot afford the home OR if I am LATE on the MORTGAGE PAYMENTS more than 3 times, then we shall each pay 50% of the "holding costs", while I continue to reside in the home (since I won't be able to afford paying half of the expenses PLUS pay for another place to live), while the home is cooperatively SOLD in an "as is" condition, with the two of us splitting ALL net proceeds 50/50, with only the realtor costs, mortgage payoffs, and closing costs being deducted before our 50/50 split. (No other loans, past mortgage payments, holding costs (since we will contribute equally), money owed to my mom, credit card debts, improvements, maintenance costs, or supplies can be deducted from our net sales price, prior to our 50/50 split. There is only ONE EXCEPTION: which is IF WE BOTH AGREE TO ANY "REPAIRS", requested or required by the BUYERS, as a condition of a sales contract, then that would be deducted from the net sales proceeds, PRIOR to our 50/50 split.
 - SO in this case, although INCONVENIENT, you would basically receive at least DOUBLE the compensation for YOUR EQUITY, because you will have reduced your alimony by three years, PLUS you will receive 50% of the net proceeds of the sale, at a time when most likely the home will be WORTH more than it is today, increasing your "share".
 - IF for any reason, I cannot even afford to pay my 50% of the holding costs, while residing at the property during the sale, then you shall be responsible for the entire holding costs. To compensate you for this additional expense, I must immediately vacate the property (while it is on the market), being financially responsible for my own lodging elsewhere. Then 50% of the holding costs which you pay (while the home is on the market), must be deducted and REPAYED TO YOU AT CLOSING, from my 50% Equity Portion of our net sales proceeds. (Fairly compensating you for any losses as a result of my financial inability to pay.)
- IF for any reason, I realize that I'm going to be late on the mortgage payment(s), then I must NOTIFY YOU at least THREE DAYS IN ADVANCE, so that you will have the opportunity to make that payment BEFORE it affects your credit. Then I must repay those funds to you within the next six months. IF I fail to do EITHER (notify you at least 3 days in advance or to repay you within the following six months), THEN THIS OFFENSE SHALL COUNT TOWARD ME AS TWO MISSED PAYMENTS (with only THREE allowed TOTAL within the entire duration of the mortgages).
- IF I am able and choose to refinance both mortgages, removing them from your name, then once completed, you shall immediately QUIT CLAIM and transfer all your ownership in the property to me, with no further monies or compensation due to you. (The same would happen if I am able to successfully pay them both off.)
- If I die before these mortgages are BOTH removed from your name, or before I pay them both off in your name, then you shall become the SOLE OWNER OF THE PROPERTY, owing NO ONE other than the bank, in exchange for assuming financial responsibility for paying off the mortgage(s). At no time shall the amount of these mortgages be increased, or shall any other mortgages or liens be placed against the property, so you are guaranteed for this to be an extremely advantageous financial gain, if this occurs.

- You would be responsible for paying for a non-contested divorce, including the cost to have the MDA drawn up, with an unbiased third-party attorney or similar provider.
- The income tax scenario would be as previously discussed, with you solely benefiting from any past monies refunded, while also assuming financial responsibility for any monies due.
- I would continue to have insurance through your firm through the remainder of 2019, after which you would no longer have any financial obligations to me regarding health insurance, counseling, psychiatry, medications, my mental and physical challenges, or any other way related to my personal health.

I think this could offer the framework which would **GIVE ME A CHANCE** to get on my own two feet, without losing everything that I've ever work for in my life. Whether or not I can actually **DO** that, remains to be seen. But a realistic **CHANCE**, without a drop-dead date (provided that I meet all my obligations), is all that I ask for. I believe that this would also **GIVE YOU** what **YOU WANT THE MOST**, with a significantly shortened alimony period, knowing that for you, that is your greatest concern. I know that it does not address your current credit card debts, nor does it address mine, but this would need to be done in a fashion where the court does not get involved in either, otherwise I can never make this work. I'm hoping that by facilitating a non-contested divorce, that we can leave the issue of personal debts out of the matter, with us each being responsible for our own. You have done more research on the matter, and have had the benefit of full legal representation in our past tussle, so you can probably answer that question better than I. If not, then I'd be equally willing to do a legal separation, with a fully executed MDA, if that makes any difference regarding the court's involvement in our personal unsecured debts. **Please share with me what you know about this challenge, and if what I'm presenting is even legally plausible.**

Furthermore, please let me know your thoughts concerning this entire idea/concept. I think it would save us both a fortune in legal fees, quit devaluing our property with debt, end the constant strife between us, which is toxic for both of our health, and provide us both with a solid foundation from which we can **REBUILD** our lives, the best that we can!

There is no resolution for divorce, especially **OUR DIVORCE**, seeing as how we were financially postured immediately preceding, which won't **SUCK** and **HURT** us **BOTH**. Based upon what Sandy said was "**FAIR**", and what I've learned from other parties, this is the best "middle-ground" which I can conceive of, that allows me to **MOVE-ON** with life, before I'll realistically be **TOO OLD** and **TOO INDEBT** to even want to try. As it stands, **REBUILDING** will be the greatest challenge of my life! The cards are still stacked against me! No-one who knows me, yourself included, would "assume" that I could succeed in this pursuit as proposed. **Yet I believe that it GIVES ME A CHANCE**, and if we can do that before blowing things up worse, then I'd rather give it **MY BEST SHOT**, rather than wasting the next three years of my life, fighting with you in court, to lose everything financially and walk away with only the satisfaction of having "won" or "beaten" you. For me, there is no real satisfaction in hurting someone that I love. Yet regretfully, I am totally backed into a corner right now, and I don't believe that either of us can see a clear way out, which doesn't end in one or both of our destruction. I don't want either. I just want a **FAIR CHANCE TO SUCCEED** without losing **EVERYTHING** that I've **WORKED FOR** in **LIFE!**

That which **YOU'VE WORKED FOR** over the past decade, **YOUR CARRIER**, will continue to benefit you for the **REST OF YOUR LIFE**. Please likewise, allow me to **BENEFIT** from, some portion of what **I'VE WORKED FOR**, over the past decade.

Thanks for taking the time to read this, and please let me know your thoughts.

I continue to pray for us both, and our family. Not that we get back together, but that God's hand will lead each of us. I hope that you will do likewise. This is a very difficult juncture for us all! Even if you agree to what I have suggested here, the emotional loss for me has almost been unbearable!

God bless you, my puppy, and our bunnies! I've watched you change on Facebook, growing more distant from me. I shall forever love and miss you all!

JEFF FENTON

EXHIBIT #9

Jeff Fenton

From: Fawn Fenton <[REDACTED]>
Sent: Friday, January 11, 2019 4:00 PM
To: Jeff Fenton
Subject: RE: You Keeping the House? If I Accept Less Alimony? Are you INTERESTED?

2020 FEB 19 PM 1:11
FILED FOR ENTRY

Let me work on this some more. I'll call BCS and maybe a couple other banks to find out about what the terms would be to re-fi the second only.
I'll try to get back to you next week some time.
(Meanwhile, keep packing! Or if you need a packing break, work on taxes. Hehehehe.)

From: Jeff Fenton [REDACTED]
Sent: Friday, January 11, 2019 3:39 AM
To: Fawn Fenton <fawn.[REDACTED]outlook.com>
Subject: Re: You Keeping the House? If I Accept Less Alimony? Are you INTERESTED?

This makes me HAPPY!

Here is what I recommend:

Leave the first mortgage alone, it's not worth the higher interest rates or the additional term to refinance it. (You want to retire someday!)

Refinance your second, either with AI, as he suggested before, or a different lender (with AI you can probably get more money at more favorable terms, but have him register it as a legal second mortgage, so that you can write off the interest as mortgage interest on your taxes, if he is ok with that.)

Set it up as a 30 year amortized second mortgage (if possible), you can always pay it ahead later if you have the cash flow, to shorten it.

Refinance the second for as much as you can get, and you can apply everything over the amount of your existing second, to your credit cards. If you do this, and don't change your first, (since I believe this is best for you long term), you can skip paying me anything for my equity up front, until the undetermined end when you sell the house, or after the mortgages are both paid off, you could make installments (whatever you can afford) until a set amount is reached (if I die first, or at anytime, then you owe me nothing for alimony or equity, just make sure that I didn't die owing my mom any money...) which might be \$5k or less. Square that up, and I'm a happy dead person! Nothing more owed!

Or you could just add two more years to my alimony, making it eight years at the \$1,750 per month and I'll leave it here as it sits, minus my guns, computers, personal effects, and tools... you can keep all the furniture you want except my bed and Tweetie stuff.

I'll sign a quit claim either way.

If that still won't cash flow for you, I'd rather that you pay me less each month in alimony than refi the first (like \$1,600 or \$1,500 per month), but compensate me for the difference by increasing the duration, so that I receive the same amount in the end. (No interest necessary.)

If you still really want to refi the first, I'll work with you any way you want. Whatever makes it work for you, but I really prefer that you leave the first alone.

If you can figure out how (technically), along with the tax implications for both of us, and makeup the difference to me (If I am taxed at a higher rate than with alimony), then you could call the alimony a third mortgage, if that helped you write-off more from your taxes. (As long as in the end I am compensated the same, I don't care what we call it or how we structure it.) If you are ever questioned, you could just say that you are repaying me for my cash and labor in our home, instead of calling it alimony or spousal support.

Since I will remain in a lower tax bracket regardless... this might actually benefit us both tax wise. If I'm required to pay income taxes on "alimony" (which I don't know, it seems like double taxation if they tax you on it first) but not required to declare the principal portion of a loan being repaid, and if I only must declare "interest" as income for tax purposes. (You'd need to figure all that out, or ask Al, he may know.)

You could work backwards to figure everything out: so say that you are paying me \$1,750 for 8 years... 6 for my alimony, the final two for my equity as it sits, then the total amount of those payments is: \$168,000. (You don't need to really pay me any interest for this scenario, I only use the term to express the portion which you could payoff.)

So working backwards with an amortization calculator, figure at 15% interest for the best tax write-off for you, plus third mortgages typically are much higher risk and higher interest rates (few if any banks do them anymore, but I had one years ago.)

So using a reverse loan calculator (I'll email a link from my computer, I'm on my phone), if I'm doing this correctly, with a monthly payment of \$1,750, at an interest rate of 15%, for a term of 8 years, with no deposit: that backs out to a principal loan amount of \$97,518.00. Which means that the remainder of the \$168,000 = \$70,482 you could declare as mortgage interest over the 8 years, either amortized (which would have you paying more interest in the beginning and less at the end, which would work well on my end probably. because I plan to make less (if anything) in the beginning, and hopefully more towards the end).

You could also pay it as simple interest if you prefer, which would be an additional \$8,810.25 per year in interest which you could write-off your income for each of the eight years.

Now lets say that you can only afford payments of \$1,500 per month, to cashflow (keep your first, refi second. Turn alimony into third.)

So \$168,000 divided by \$1,500 per month, equals a term of 112 months which is 9.3333 years (instead of 96 months, which was 8 years before).

So using the reverse loan calculator (this is a rough number, because this particular calculator only accepts whole years, so it won't accept 9.3333 years, it will only accept 9 or 10, so I used 9. So there would need to be a tiny adjustment to this, but it should give us a good idea.

Monthly Payment: \$1,500
Interest Rate: 15%
Term of Loan: 9 years
Deposit: \$0
Loan Amount: \$88,629.76
\$168,000 Total - \$88,629.76 Principal = \$79,370.24 in Interest, which could again be amortized, or simple interest at \$8,819 per year in additional mortgage interest which you could write-off on your taxes, for 9 years.

That way you'd owe me nothing up front, and nothing at the end.

... 665

That idea might workout pretty well for you, but you'd need to do the research and make sure that you can still write-off third mortgage interest, and the tax implications for both of us. That sounds like a good idea to me though! Run it by your dad or Al.

If you don't like any of these options, ~~the answer is YES to all your questions below.~~ I'll work with you on this any way which allows me to survive, while helping you keep this home.

I just ask that you please be fair with me and help me to get approximately the same amount in the end. No interest necessary.

Don't be afraid to propose anything, which would really help this make sense for you! I by FAR prefer this than us selling the place, dealing with all the time, risk, lost value, and killing you with taxes for the next decade!

I want you to be HAPPY and be REWARDED for making lots of money! Not just rewarding Uncle Sam!

I told Todd that any time Uncle Sam is getting paid more than ME, that somewhere money is being thrown directly into the trash!

There are very few things which I'll say "NO" to about this, so please figure out what you need to make this work! (Not just in the short term by refinancing your first at higher rates for a longer term, but which will BENEFIT YOU the most in the LONG term!)

Remember, you can always temporarily get a roommate to help close any temporary financial gaps, or simply to get ahead quicker!

And your pony gets to live in a GARAGE again!!!

Please let me know as soon as you decide, so I don't remove anything that you might want to keep, like the alarm, safe, or dehumidifier, etc... It is all included at that price, if you want them, while they are still here and installed.

That would change how I leave the network too, because I would leave you a much more bad ass setup!

It would sure make my packing a LOT easier!!!

I hope you can find a way to say YES! I know in my heart that you can, and everything will work out so much more prosperously for you in the end!

Of course I can't force you, or we would have gotten past this months ago, but I REALLY WANT THIS FOR YOU!!!

I don't want to feel like the guy who fucked-up your life! Especially when I KNOW that with the right choices you can still PROSPER!!!

The reality is, like it or not, you simply make too much money not to have some tax write-offs, and not enough money to dig yourself out for a long time, once this opportunity passes!

This house started as YOUR DREAM! LET IT END THAT WAY TOO!!! FOR YOU AND PUP PUP, AND ALL YOUR FUTURE GUESTS!

I told Rito yesterday, that your mom used to complain all the time, but now when she visits, she must sleep on your couch, between two bunny cages which smell like piss!

- 606

I told him that as much as your mom deserves that, it just breaks my heart for YOU!!!

I know how important it is to you to be ABLE to comfortably host your family!

PLUS pup pup is tired of that damn apartment living!!!

Anything I can do to help make this a reality for you, please at least ask!

 Jeff

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

Jeff Fenton

From: Fawn Fenton <[REDACTED]>
Sent: Thursday, January 10, 2019 6:09 PM
To: Jeff Fenton
Subject: RE: You Keeping the House? If I Accept Less Alimony? Are you INTERESTED?

I am still struggling with this, trying to figure out if I could keep the house...

Based on our refinance conversation with Brendan, I am estimating the following scenario:

Assumed House Value: \$425,000.00
LTV allowed: 80%
Int. Rate: 5.500%
Months: 360
Max. Loan Possible: \$340,000.00
Roll in Closing Costs: \$6,500.00
Max Mortgage: \$333,500.00
Monthly Payment Estimate:
 Principal: \$372.15
 Interest: \$1,558.33
 T&I Escrow: \$424.71
Total Monthly Pmt: \$2,355.19

Current 1st Mort: \$242,187.00
Current 2nd Mort: \$55,500.00
Total to Pay Off: \$297,687.00
New Mort Available: \$333,500.00
Max Cash Out Left: \$35,813.00

Questions:

- With \$35,800 total cash out from the new mortgage, how would you want to distribute this? Split it 50/50 between us? (\$17,900 each?)
- Would you be willing to quit-claim the house to me in full?
- If/when I sell the house in the future (who knows how many years down the road), we could agree that you get a pre-determined lump sum payment out of the proceeds, but you'd have to wait for an undetermined amount of time for that to happen...?
- And of course, none of this could happen until taxes are caught up...

Your feedback?

From: Jeff Fenton <[REDACTED]>
Sent: Tuesday, December 11, 2018 1:03 PM
To: Fawn Fenton <[REDACTED]> <[REDACTED]> Fawn Fenton <[REDACTED]>
Cc: Fawn Fenton (ffenton@adkissonarchitects.com) <ffenton@adkissonarchitects.com>
Subject: You Keeping the House? If I Accept Less Alimony? Are you INTERESTED?
Importance: High

Fawn,

I don't have everything in front of me, but I thought that once upon a time, you had said that you could afford to keep the house, if I would agree to accept the reduced amount of alimony, of only \$1,600 per month.

Is that accurate, or still the case?

Because if so, with where we stand currently at \$1,750 per month, \$1,600 per month would only be \$150 less per month (before we were talking about \$2k or 2.1k per month in alimony, so it was a greater difference).

Anyhow, IF this is still the case, and we are only talking about me accepting \$150 less per month, I'd probably be agreeable with that, IF this is something that you are still interested in. I would need to know soon though, as that would drastically change my plans.

IF you decide to do that, I'd probably leave you a lot more furniture. If you don't decide to do that, but if you prefer to stay with your apartment and let this home go, then I'd like to know how much value you think it has leaving ANY of the furniture here for staging, because I'm considering canceling my storage area, seeing if I can get a \$1,000 refunded, and just renting one huge U-Haul and taking everything to Michigan in one trip. Getting storage there if needed, and not needing to drive over the Cincinnati bridge 8 times within the next year. That way, Don would probably fly down, help me load the truck, and take it all in one trip. After measuring the Red Sofa, I think that I could fit that through a 32" door at my mom's too. Plus IF we go this route, I would take the tan furniture too, unless you have some plans for it, to just give to family, etc... (Jenny could sure use a couch, if I remember correctly, though her monsters would destroy it.) Unless you want it for other plans. If you want to trade for that big chair, or even if you want to put that big chair in storage, or the other end table, or anything else in the front room, you could do so, that way you'd have it later. But I'm considering just making one massive trip, and I would like to get your feedback about how that would affect the showing value of the home, being bare, instead of looking half lived in, with old wedding photos on the wall of a marriage that obviously failed, etc... (The photos and art in my bedroom, I don't want.)

Also, if you wanted to pay to have the wood floors refinished to prep the house for sale, or anything that you decide to pay to prep the house for sale, or repair expenses which you agree to, I'm willing to let come out of the sale proceeds BEFORE our split. I'm not agreeable to mortgage payments, utilities, or regular holding costs coming out, but work done to prep and sell the house, I am agreeable with splitting with you, out of the proceeds.

I don't believe that we could get the wood floors adequately refinished as long as the furniture is in there. I think that would probably cost less than \$2k (which we would split in the end), and I think that would significantly help your sales price, along with some other minor touchups, which I could do, or you could hire someone else to do, and I'd split that with you also, from the sale proceeds.

Anyhow, IF you kept the house, that would be worth the \$150 per month loss to me, in alimony, and I'd leave most, if not all of that furniture here. But if you would still prefer to sell the house and stay in your apartment, then I'd like your feedback on me taking all the furniture (except the bonus room pool table, ping pong table, and couch) in one trip, just to get it over with, and to have my stuff in storage locally instead of in another state, in case I need something out of storage.

I'm thinking that if I do things as I'm currently planning, in reality it will end up costing me twice as much to rent U-hauls to make multiple trips, plus gas prices (plus the drive in winter weather, and trips over that fucking bridge).

Anyhow, all just thoughts for the moment, but I'd really like your feedback, so I can figure out what the heck I'm doing, before I start moving anything to storage, which was supposed to be NOW or tomorrow, so the quicker you can reply, the better.

There is no sense in taking anything to storage, if I'm going to try to get a partial refund from them, and take it all to Michigan in one trip, plus I'd have no need for your snake cages in Michigan. I could build a skid there, if so needed.

Please let me know your thoughts ASAP.

Thanks!

JEFF FENTON
METICULOUS.TECH
(615) 837-1300 OFFICE
(615) 837-1301 MOBILE
(615) 837-1302 FAX

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A DIVISION OF METICULOUS MARKETING LLC

EXHIBIT #1C

Jeff Fenton

From: (615) [REDACTED] <16158371301.1615333737[REDACTED]km4F34MBb9@bt.voice.google.com>
Sent: Saturday, January 5, 2019 2:53 PM
To: 837.1301@gmail.com
Subject: New text message from [REDACTED]

2020 FEB 19 PM 1:11

FILED FOR ENTRY _____



I am NEVER trying to screw you over. You are paranoid.

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To edit your email preferences for text messages, go to the [email notification settings](#) in your account.

Google

Google LLC
1600 Amphitheatre Pkwy
Mountain View CA 94043 USA

Jeff Fenton

From: (615) [REDACTED] <16158371301.1615333737[REDACTED]m4F34MBb9@txt.voice.google.com>
Sent: Sunday, January 6, 2019 5:45 AM
To: 837.1301@gmail.com
Subject: New text message from (615) [REDACTED]



What happened? Why did you suddenly decide I am trying to get out of paying your alimony? (Which isn't true, I have always intended to pay you as we discussed.) Your mood swings are so weird. I thought, based upon our emails, that we were not going to harrass each other with legal contracts. As I said, the terms of your alimony will be immortalized in the final divorce filing, which we will do after the house sells. I don't understand why you are suddenly freaking out for no reason.

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To edit your email preferences for text messages, go to the [email notification settings](#) in your account.

Google

Google LLC
1600 Amphitheatre Pkwy
Mountain View CA 94043 USA

Jeff Fenton

From: (615) [REDACTED] <16158371301.1615333737[REDACTED]km4F34MBb9@txt.voice.google.com>
Sent: Tuesday, January 8, 2019 12:16 AM
To: 837.1301@gmail.com
Subject: New text message from (615) [REDACTED]



I don't know wtf you're talking about, "legal battle". I am not wanting anything to do with lawyers, I can't afford any more, it's a waste of time and money. Regarding leaving a few cameras and wireless etc, I guess that's fine, I don't see why not.

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Google LLC
1600 Amphitheatre Pkwy
Mountain View CA 94043 USA

EXHIBIT #1

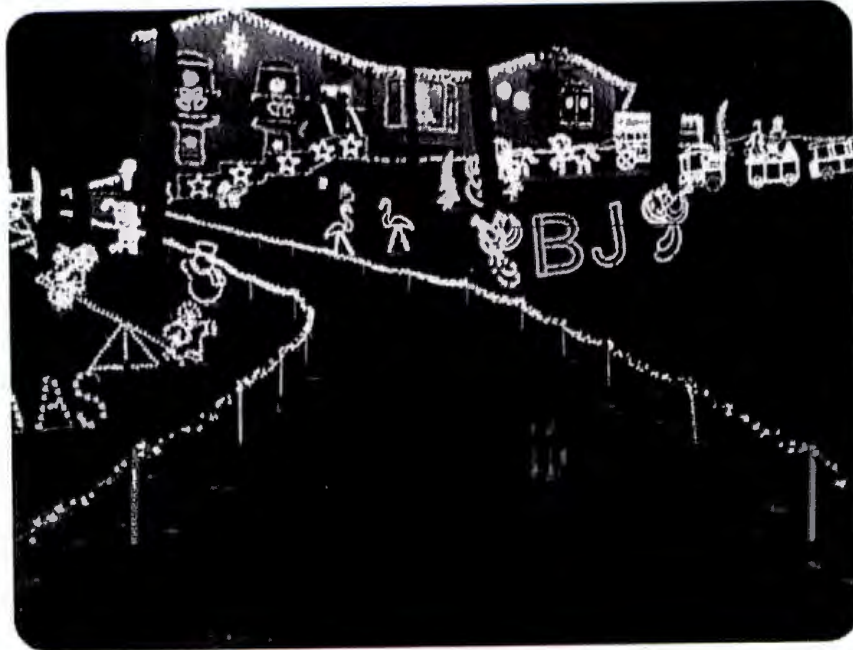
Fawn Fenton
615: 333-7577 • mobile



Love puppy!!

Fawn Fenton (mobile) • Dec 24, 2019

2020 FEB 19 PM 1:13



Saying goodbye to the end of an era.



Dec 25, 2018



Merry Christmas to you and Pup pup and Tweetle!

Fawn Fenton (mobile) • Dec 25, 2018

Thank you. Likewise my old friend!

Dec 25, 2018

The invitation remains open for you to attend a counselling session or two with Terry, at my expense, solely so that you can understand my condition better.

- 614

I would need a week or so notice, so I could sign the authorizations and get Terry's approval. If you are interested, PLEASE let me know ASAP, as you know I won't be here much longer. And once I'm gone, I'm gone!

But it is worth my money and time, to do a couple of sessions, with you, with absolutely no desire to divert our course to sell our home, for me to move out of state, or our plans to get divorced immediately thereafter.

For the SOLE purpose of salvaging some portion of our previous FRIENDSHIP, if it is WORTH a couple hours of YOUR TIME, and some open minded discussion, with nothing to "win" or "lose" for either of us.

I honestly am not sure what Terry might or might not say. But it is WORTH it to me to invest MY TIME and money to find out, IF you will agree!???

Please let me know!

Dec 30, 2018

Yes, I absolutely would like to attend a couple of counseling sessions with you and Terry. Let me know when I should be there!

Fawn Fenton (mobile) · Dec 31, 2018

Ok, great! (RE: meeting with Terry and I.)

My next appointment with Terry is on Jan 8th, when I can discuss it with him, sign any temporary disclosures, and make sure that he is agreeable.

So we are probably looking at the following week, but he may be able to get us in sooner. His office has moved to Maryland Farms, where he shares an office with another counselor, so they split the week up. Terry works 2.5 or 3 days per week, something like that, so his availability is more challenging now.

But I will definitely try to book that and let you know when!

Thanks!

FYI... I'm going to authorize him to disclose and explain anything to you regarding my mental health, discuss any potential concerns, and answer any of your questions, without holding back, during our appointments together only. Afterwards, he will not be allowed to even acknowledge if I am still a patient, as I will resume complete confidentiality with him. During our scheduled appointments together, I will request and authorize that he be brutally honest with you, about anything you want to know.

I can't promise that he will agree to meet with us both. I know when early on I asked him about doing "marriage counseling" with us both, Terry said that he'd need to think about that to determine if he is comfortable with it. He is a very ethical person, so he won't do anything he feels may compromise his personal or professional ethics.

Obviously we're not going for "marriage counseling" now, but rather primarily to

61.5

explain to you what my diagnoses are, what that means in my case in particular, and answer any questions or concerns which you might have.

The point is NOT to 'work out' any issues between us, to determine who was 'wrong' or 'right' about ANYTHING, but rather to define and explain from his personal and professional experience, who and what I am, and the real challenges that my mental health poses to me and to those around me, for the years to come. Especially, at my request, to address any concerns you have about my condition including me being "delusional", as seen to date, as expressed in your experiences, or what he realistically expects to be in my future.

He might meet with us once, but if he feels like it is a "pissing contest" or is otherwise unproductive, he may not agree to meet with us a second time together. (Just FYI... he is really NOT into "pissing contests".)

I will try to schedule this when we meet and talk, and let you know if he is agreeable (which I think u

I will try to schedule this when we meet and talk, and let you know if he is agreeable (which I think under the circumstances he will be, as long as we come in with an open and teachable posture, ready to listen and calmly share and question, rather than a combative agenda), and when Terry is available to meet with us.

I expect that the conversation will primarily be between you and Terry, about me. I just want to be there to witness that which is said about me (both ways), to make sure that I don't feel falsely acvused, and to learn what I can from the experience, from both you and Terry. (I have not asked him some of these direct questions... since I BELIEVE that I already know the answers, but I am absolutely open and willing to hear Terry's answers to your concerns.)

So thank you, I will definitely take you up on that, and try to schedule it as soon as possible.

Please confirm if what I just described is what you expected and hope for in our time with Terry, and advise me if I missed any goal or objective of our time together with him.

Thanks!

Dec 31, 2018

Yes that all sounds fine about meeting with Terry. However he wants to handle it. I am wanting to hear his perspective. Definitely no arguing if at all possible, and I wouldn't blame him for cutting it off if there was arguing.

I have ACE from 3-5:00 pm on Tuesday Jan 14, but so far that's the only non-negotiable thing on my calendar coming up. So just let me know date/time whenever you find out.

Fa in Fenton - mobile | Dec 31, 2018

Ok, sounds good! Thanks! I'll let you know as soon as I know

616

Happy New Year!

God, I pray it will be better than 2018!

Dec 31, 2019

--- 617

EXHIBIT #12

Fawn Fenton
615-334-2877 • fawnt@b...

Thanks!

I was just reading about the 2018 tax code... 2020 FEB 19 PM 1:12

Have you figured out the income tax ramifications of having no mortgage interest deduction (because you will live in an apartment), plus no spousal dependant (another lost \$12k write-off), plus not being able to write-off the alimony you pay me, combined with the new 2018 tax laws? (Not to mention the loss of the "business in home" and other MM write-offs)?

Seriously, I'm concerned for how you have and continue to set yourself-up for your future.

It looks to me, like you will have double the taxable income that you previously had, which won't likely change for 5-10 years, until you can afford to purchase another condo and complete paying my alimony.

Have you really ran the numbers on all of this and considered for a moment if maybe there is some way for you to mitigate your tax losses?

It looks to me like you have created and are walking into the worst possible scenario tax wise, which will largely defeat much of the vocational success you've reached in recent years.

Am I missing something, misreading something, not understanding anything correctly? Have you discussed options with a CPA or even your brother, or someone with an MBA, or at least a tax professional?

I hate to see you screw yourself, especially to solely benefit Uncle Sam.

Is there no better way of doing this?

Dec 12, 2018



Correct, my tax situation is going to suck for a very long time.

Fawn Fenton (mobile) • Dec 22, 2018

Is there nothing we can do h

To help that?

Dec 22, 2018



Not that I know of

Fawn Fenton (mobile) • Dec 22, 2018

Have you talked to your brother about it or asked an accountant?

Dec 22, 2018

618



Yes I've talked to mark and my dad. No haven't talked to an accountant. 90k gross - 31k taxes - 21k alimony = 38k net. Plus or minus.

Fawn Fenton (mobile) · Dec 22, 2018

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

Dec 22, 2018



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

Fawn Fenton (mobile) · Dec 22, 2018

Yet the house would save you how much in taxes?

Debts are all from this year... how did we fall so far so fast?

Dec 22, 2018



Someday when alimony is done, I can get a job making only \$49k gross and have same net of +/- \$38k

Fawn Fenton (mobile) · Dec 22, 2018

That is crazy... their must be a smarter way to spend all that you've worked for?

So back to the house, how much does the mortgage interest take off your taxes?

Your dad and Mark didn't have any suggestions to help you pay less in taxes?

Hello?

If you kept house, you would have a massive tax write-off, plus if you got one female roommate, you would be earning equity, have money to slowly

Dec 22, 2018



Mortgage Interest is about \$12k.

Fawn Fenton (mobile) · Dec 22, 2018

619

EXHIBIT #13

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

2018 NOV 21 PM 2:12

FAWN [REDACTED] FENTON,
Plaintiff/Wife,

vs.

JEFFREY RYAN FENTON,
Defendant/Husband,

Docket: FILED FOR ENTRY
47426


COPY

NOTICE OF VOLUNTARY NON-SUIT

FILED FOR ENTRY
2020 FEB 19 PM 1:15
CLERK OF COURT

Comes now the Defendant/Husband, Jeffrey Ryan Fenton, and would hereby give notice that he will be voluntarily non-suiting his previously filed Counter-Complaint for Divorce, which was filed on the 30th day of October, 2018, under docket number 47426.

Respectfully Submitted,


Jeffrey Ryan Fenton, pro se
1986 Sunny Side Drive
Brentwood, TN 37027
Phone: (615) 837-1300

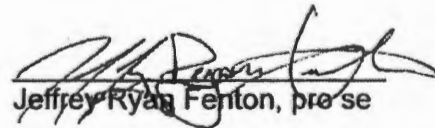
620

CERTIFICATE OF SERVICE

I do hereby certify that I have served a true and exact copy of the foregoing document, via USPS, this the 21st day of November, 2018, to the following:

W. Edward Porter IV
222 Second Avenue North
Suite 210
Nashville, TN 37201

Fawn [REDACTED] Fenton
[REDACTED]
Brentwood, TN 37027


Jeffrey Ryan Fenton, pro se

- 621

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

FILED
WILLIAMSON COUNTY
CLERK & MASTER
2018 NOV 21 PM 2:11

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

vs.

JEFFREY RYAN FENTON,
Defendant/Husband,

Docket: **COPY**
FILED FOR ENTRY
47426

ORDER OF VOLUNTARY NON-SUIT

It appearing to the Court, as evidenced by the signature of Defendant/Husband below that a Notice of Voluntary Non-Suit has been filed in the above styled cause of action.

It is accordingly **ORDERED, ADJUDGED and DECREED** that the Counter-Compliant for Divorce filed by the Defendant/Husband, Jeffrey Ryan Fenton, is hereby voluntarily non-suited without prejudice.

It is further **ORDERED** that the Defendant/Husband shall pay all Court Costs associated with said cause of action for which execution shall issue if necessary.

Entered this the _____ day of _____, 2018

HONORABLE JUDGE MARTIN

622

APPROVED FOR ENTRY:


JEFFREY RYAN FENTON, pro se
1986 Sunny Side Drive
Brentwood, TN 37027
(615) 837-1300

CERTIFICATE OF SERVICE

I do hereby certify that I have served a true and exact copy of the foregoing document, via USPS, this the 21st day of November, 2018, to the following:

W. Edward Porter IV
222 Second Avenue North
Suite 210
Nashville, TN 37201

Fawn [REDACTED] Fenton
[REDACTED]
Brentwood, TN 37027


Jeffrey Ryan Fenton, pro se

623

EXHIBIT #14

Jeff Fenton

From: Jeff Fenton
Sent: Sunday, November 11, 2018 4:55 PM
To: Fawn Fenton; Fawn Fenton
Subject: House Sale

2020 FEB 19 PM 1:1
FILED FOR ENTRY

Hello Fawn,

I'm trying to figure out my financial expectations from selling our house.

So what price range do you expect our house to sell in?

Please provide me with a:

- High
- Middle (most likely)
- Low (worst case scenario)

Also, IF our house does not sell by the time your lease is up, would you be willing to move into the house until it sells? To save money, so you can afford to pay me some alimony?

We've already agreed on \$500 per month from now until you sell the house, then on \$1,750 per month for the next 6 years after.

I understand that you can't afford to pay me more than \$500 per month while paying both the mortgage here and your apartment. But please understand that I can't live on \$500 per month and have been needing to borrow money from my family just to barely make ends meet; to buy my meds, to keep attending counseling, which I can't do forever.

I understand that you hope the home will quickly sell, but if for any reason that is not true, I'd like to have a contingency plan.

So I'm wondering, as a backup, IF the house doesn't sell by the time that your initial 14-month lease is up, if you are willing to let your apartment go and move into the house to live while you continue to try to sell it on the market?

I was thinking, that IF you are willing to do that, then you could pay me alimony as follows:

\$500 per month until the house sells or until your current lease is up, whichever comes first. (Doesn't count towards term of alimony.)

\$1,500 per month, IF the house doesn't sell by the time your lease is up, between the expiration date of your lease and when the house sells. (This time WOULD count toward your 6 years of alimony.)

1,750 per month after the house sells, for 6 years, or the remainder of the 6 years: if your lease expired, you moved back into the house, while keeping it listed for sale, while paying me \$1,500 per month in alimony.

Basically, I can't afford to do any vocational training or anything else on \$500 per month. (I couldn't even afford food and gas back and forth to school). So the only thing I hope to get done from the time I leave here until the house is sold. Is try to catch up on our bookkeeping and back taxes. As well as visit family and friends.

But I don't want to put my whole life on hold, and there are no decent \$15 per hour jobs back in MI, so that isn't even an option, and I can't even consider staying with anyone other than family and friends for FREE.

So in the unfortunate event this house takes a year to sell, like it did last time, I'd like a contingency plan that at least allows me to begin my vocational training, before I wear out my welcome staying with family and friends.

I understand you love your apartment and would hate to lose it, but it makes no sense for you to have two homes here while I am homeless mooching off family and friends in MI.

So as a "contingency plan" are you willing to do this, or should I just plan on moving back in, if the sale goes long, and deal with whatever consequences that has? (Me still in bed at 2pm, in my underwear, with my bird, gun on headboard, as a realtor tries to show the place? Not an attractive thought, especially concerning my paranoia level with no alarm or surveillance system.) Or I could come stay with you, in your apartment, if you prefer? (Y)

I'm trying to do you a solid by getting out of here for six months or so, as you try to sell this place, while providing me with no place to live... but I can only do that for so long.

What are your thoughts on this matter?

Thanks.
Jeff

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

COPIES

EXHIBIT #15

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

2020 FEB 19 PM 1:13

FAWN [REDACTED] FENTON,
Plaintiff/Wife,

FILED FOR ENTRY _____

vs.

Docket: 47426

JEFFREY RYAN FENTON,
Defendant/Husband.

NOTICE OF VOLUNTARY NON-SUIT

Comes now the Plaintiff, Fawn [REDACTED] Fenton, by and through counsel, and would hereby give notice that she will be voluntarily non-suiting her previously filed Complaint for Divorce, which was filed in July 2018 under docket number 47426.

Respectfully Submitted,



W. Edward Porter IV, BPR 033893
Attorney for Plaintiff
222 Second Avenue North
Suite 210
Nashville, TN 37201
615-250-8000 - Office
615-242-5918 - Fax
Wedward.porter@hotmail.com

626

CERTIFICATE OF SERVICE

I do hereby certify that I have served a true and exact copy of the foregoing document, via USPS, this the 5th day of November, 2018, to the following:

Jeffrey Ryan Fenton
1986 Sunny Side Drive
Brentwood, TN 37027


W. Edward Porter IV

627

11-9-18 *W*

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

FAWN [REDACTED] FENTON,
Plaintiff/Wife,

vs.

JEFFREY RYAN FENTON,
Defendant/Husband.

2018 NOV -7 PM 12: 27

FILED FOR ENTRY 11/9/18

Docket: 47426

ORDER OF VOLUNTARY NON-SUIT

It appearing to the Court, as evidenced by the signature of counsel below that a Notice of Voluntary Non-Suit has been filed in the above styled cause of action.

It is accordingly ORDERED, ADJUDGED and DECREED that the Compliant for Divorce filed by the Plaintiff, Fawn [REDACTED] Fenton, is hereby voluntarily non-suited without prejudice.

It is further ORDERED that the Plaintiff shall pay all Court Costs associated with said cause of action for which execution shall issue if necessary.


Entered this the 9 day of Nov, 2018

J. Woodruff
HONORABLE Judge Joseph A. Woodruff

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H

APPROVED FOR ENTRY:


W. Edward Porter IV, BPR 033893
Attorney for Plaintiff
222 Second Avenue North
Suite 210
Nashville, TN 37201
615-250-8000 - Office
615-242-5918 - Fax
Wedward.porter@hotmail.com

CERTIFICATE OF SERVICE

I do hereby certify that I have served a true and exact copy of the foregoing document, via USPS, this the 5th day of November, 2018, to the following:

Jeffrey Ryan Fenton
1986 Sunny Side Drive
Brentwood, TN 37027


W. Edward Porter IV

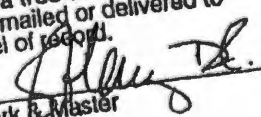
CLERK'S CERTIFICATE
I hereby certify that a true and exact copy of foregoing has been mailed or delivered to all parties or counsel of record.
Date: 11/16/18 
Clerk & Master

EXHIBIT #16

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

FAWN [REDACTED] FENTON,
Plaintiff,

vs.

Docket: 47426

FILED FOR ENTRY
2023 OCT 30 PM 1:42

JEFFREY RYAN FENTON,
Defendant,

COPY

ANSWER & COUNTER-COMPLAINT FOR DIVORCE

Comes now the Defendant/Husband, Jeffrey Ryan Fenton, and files this Answer, and Counter-Complaint for Divorce as Follows:

ANSWER

- Husband admits to the statistical information and jurisdictional information provided in paragraph 1 of the Wife's Complaint for Divorce, with the following exceptions:

HUSBAND:

- Date and Place of Birth: 10-8-69, Fairchild AFB, WA
 - Education level: HS
 - Handicaps: Diagnosed with Obsessive-Compulsive Personality Disorder (OCPD) DSM-5 301.4 (F60.5), Generalized Anxiety Disorder (GAD) DSM-5 300.02 (F41.1), Attention-Deficit Hyperactivity Disorder (ADHD) DSM-5 314.01 (F90.2), and believed to also suffer from Circadian Rhythm Sleep Disorder (CRSD) Non-24-Hour Sleep-Wake Type (Non-24) DSM-5 307.45 (G47.24)
- Admitted.
 - Husband admits allegations of Irreconcilable Differences T.C.A. 36-4-101 a (14).
Husband denies allegations that he is guilty of Inappropriate Marital Conduct T.C.A. 36-4-101 a (11) and demands strict proof thereof.

FILED FOR ENTRY
2023 FEB 19 PM 1:13

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Husband to show that Wife is guilty of Inappropriate Marital Conduct T.C.A. 36-4-101 a (11), since Wife secretly planned the divorce with her brother, hired an attorney, and then locked the Husband out of all financial accounts.

4. Admitted.

5. Admitted

6. Admitted

7. The Husband denies allegations as stated in paragraph 7 of the Wife's averments and demands strict proof thereof. The parties agreed previously for the Husband to not work. Wife demands that Husband maintain and repair the house as needed, as well as manage the household finances and record keeping. Wife has specifically refused to assist with the finances, prior to moving out of the marital residence and since has secretly seized all financial access and control. Wife further refers to Husband as the "House Husband".

8. The Husband denies allegations as stated in section 8 of the Wife's averments and demands strict proof thereof.

9. Admitted that the Husband has requested Wife spend more time with him at home. The Husband denies the remaining allegations as stated in paragraph 9 of the Wife's averments and demands strict proof thereof.

The Wife spends less than ONE day per Month with the Husband. She works longer hours every day than her employer requires, often picks-up dinner on her way home, then plays with the pets while cleaning their cages, until she is falling asleep and goes to bed. On the weekends, Wife often spends one day volunteering at the Nashville Zoo, or doing some other activity of interest to herself, by herself, without even inviting

Husband, and the second day of the weekend cleaning some of the five aquariums which we had, while catching up on rest. Wife has been disengaged from the marriage for years, physically, emotionally, and mentally. Wife also routinely takes trips with her family, while intentionally failing to set aside any vacation time to spend with Husband. On average, Wife goes on trips without Husband, between 2-Weeks and 1-Month per year.

10. The Husband denies allegations as stated in paragraph 10 of the Wife's averments and demands strict proof thereof.

11. Admitted that Husband has been diagnosed with ADHD, Generalized Anxiety Disorder, Obsessive-Compulsive Personality Disorder, and is believed to suffer from Circadian Rhythm Sleep Disorder, Non-24-Hour Sleep-Wake Type. The Husband denies the remaining allegations as stated in paragraph 11 of the Wife's averments and demands strict proof thereof.

Husband denies that he is able or capable of working currently, and/or supporting himself financially. Further, Wife's daily and repeated emotional and verbal abuse of Husband, has only made his symptoms worse, decreasing his ability to work.

12. Admitted in part and denied in part. Admitted, Husband has asked Wife not to talk bad about Husband with Wife's family. Admitted that Husband has had the passwords and login credentials, as he's been the only one managing the finances for over a decade. Husband also scans all credit and debit cards, so that if they change, or if they are lost or stolen, the parties will have the necessary information. Wife has never once voiced a concern or a complaint about this practice. Husband keeps this sensitive data, in a multiply encrypted file on their home server, and Husband has provided Wife

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with a copy of this encrypted file, to take along with her to work, on Wife's portable USB drive.

Husband and Wife's finances have always been joint, regardless of whose name accounts were in. Both parties maintained equal access to all of their financial accounts, until Wife decided to file for divorce, and locked Husband out of all their accounts and finances. After filing but before service, Wife failed to follow the Statutory Injunctions and not only locked Husband out of the accounts, but also reduced credit lines to keep Husband from hiring his own attorney.

The Husband denies the remaining allegations as stated in paragraph 12 of the Wife's averments and demands strict proof thereof.

13. The Husband denies allegations as stated in section 13 of the Wife's averments and demands strict proof thereof.

14. The Husband denies allegations as stated in section 14 of the Wife's averments and demands strict proof thereof.

15. The Husband denies allegations as stated in section 15 of the Wife's averments and demands strict proof thereof.

16. The Husband did not receive the Exhibit mentioned in section 16 of the Wife's averments, so Husband can neither affirm or deny the validity of Wife's allegations. Husband demands strict proof, showing dated, time-stamped communications, in a format which is generally acceptable as legal "evidence", which cannot be easily altered, showing the entire context of the conversation(s), both before and afterwards, to substantiate these allegations.

Since Wife vacated their home, Wife has been financially and legally domineering and

bullying Husband, while fabricating lies about Husband's character and history, as a means to justify Wife's clearly illegal actions.

17. The Husband denies allegations as stated in section 17 of the Wife's averments and demands strict proof thereof. Furthermore, Husband asserts that he has never physically threatened or touched Wife in a harmful manner. Wife has repeatedly come and gone to the home alone, once just for \$15 worth of hay and wood chips for their pet bunnies (she could have gotten at any pet store), which certainly demonstrates no fear. Ironically, Wife is a highly skilled and trained marksman, who is also certified as a "Self-Defense Handgun Instructor", certified by both the NRA and the Tennessee Department of Safety, has been extensively trained and even employed as an Instructor by the best firearms training institute in this Country (Front Sight Firearms Training Institute, located in Pahrump, NV), has received training by multiple local police departments. Wife owns over \$10k in high-end assault rifles, an array of pistols, and owns more than 8,000 rounds of ammunition. Wife's firearms "resume" is attached to this Answer & Counter-Complaint for Divorce as Exhibit 'A'.

COUNTER-COMPLAINT FOR DIVORCE

AVERMENTS

1. Grounds for divorce relied upon by Husband:
T.C.A. 36-4-101 a (14) Irreconcilable Differences. Wife is guilty of Inappropriate Marital Conduct T.C.A. 36-4-101 a (11).
2. Wife has been the breadwinner in the marriage, and Husband has been a

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homemaker when he was not Self-Employed. Wife's earning potential by far exceeds Husbands.

3. Wife continually withholds praise and affection from Husband, often criticizing and belittling him, for how slow, or how hard it is for Husband to focus on tasks, due to Husbands ADHD, which Husband has been diagnosed with.

4. Wife has treated Husband's mental challenges as if it were a Cancer, deteriorating the very essence of who Husband is.

5. Wife refuses to show Husband affection, admiration, respect, loyalty, or love, blaming Husbands mental illnesses for Wife's shortcomings.

6. Wife refuses to be intimate with Husband, except on special occasions, calling Husband "fat", stating that Wife has no desire to engage in activities of touch with Husband.

7. At times, Wife blames her lack of sex-drive, on Husband becoming less attractive and gaining weight as he has aged.

8. Wife isn't willing to "cuddle" with Husband, and generally distances herself; refusing to even hold-hands. The simple act of Wife sitting beside Husband, while watching Television, is almost unheard of.

9. Wife continually seeks out activities of her interest, by herself, without inviting Husband to participate, or even taking into consideration what activities would interest Husband.

10. Wife attended counseling prior to meeting Husband and said she had struggled with depression and ruminating upon negative thoughts, all her life. Several years ago, Wife quit attending counseling.

11. At the time which they met, Husband made more money than Wife, Wife wanted to become a police officer, not an Architect. Husband owned his own home, which he had spent years remodeling.

12. Husband and Wife met on Match.com. At that time, Wife's profile on Match.com advertised that Wife was seeking a "dominate" male. As Wife began to make more, and Husband began to make less, Wife appeared to have less desire, attraction, and respect for Husband.

13. Despite the fact that Husband was a blue-collar worker with only a High School diploma, and suffered from a number of psychological challenges, Husband had worked hard and lived independently since his mid-teens, without any parental, spousal, or government support, by any means, at any time, prior to this marriage.

14. Upon marrying Wife, encouraging and assisting Wife in her Career to become a successfully licensed Architect, Husband realized that he had to make a choice:

Either to force Wife to continue living in a box (house) which is smaller than she could afford, where Husband felt safe, where everything was customized exactly how the Husband wanted, and where the Husband could always maintain his independence (because of the low out-of-pocket monthly expenses of the duplex), OR Husband needed to risk moving into a bigger box, which Wife had worked hard to be able to afford, which Wife had earned the opportunity to experience, which Wife had dreamed about for years, but is unfortunately larger and more expensive than Husband could ever afford on his own.

Husband sacrificed his home, and his life of independence (which he valued above everything, except for his Wife) to purchase Wife's "dream house".

Now unfortunately Husband is faced with not being able to afford the marital residence, or being able to return to his previous home, where he could live safely and comfortably within his means.

15. Immediately after purchasing Wife's "dream home", Wife hired a roofing company to replace the roof, which resulted in tens-of-thousands of dollars in damage, which the roofing company failed to fix or pay for. This forced Husband and Wife to file a civil suit against the roofing company (DCGC #12GC10602), where they won a default judgment, which then the roofing company refused to pay. Husband and Wife spent the next two years trying to levy every bank account, contract, and eventually the property of the roofing company for payment, as the roofing company played games, moving and hiding their assets to avoid payment.

16. At the time of the roof damage, Wife agreed that Husband should quit his vocational pursuits (for a season) to repair the extensive damage and pursue the roofing company, their subcontractors, and both of their insurance companies, to collect payment. Husband and Wife were financially hemorrhaging as a direct result of the roofing damage done to their newly purchased home. That journey was without question a full-time "job" for Husband, with complete consent of the Wife, which lasted for two full years.

17. Husband and Wife received a roofing settlement which covered most of the damage to their home, but it failed to compensate Husband for the two years of time and income which he lost.

18. This roofing incident, along with all its costs, financially, emotionally, time-wise, etc... was by far the precipitating event which tarnished everything to follow. Even after

the settlement was applied to their credit card debts, paying the Wife's first, a substantial amount of debt remained.

19. This became a season where Husband's mental illnesses were exacerbated by the overwhelming challenges. Since Husband found it impossible to meet every need, he found it very difficult to prioritize and focus on the tasks at hand. Regretfully, Husband and Wife rarely prioritized tasks the same, with the needs often changing daily. Husband grew frustrated with never feeling like he could give enough to please Wife. The lack of definition and structure for Husband increased his anxiety while diminishing his ability to focus on the tasks at hand.

20. Wife was regularly critical and condescending toward Husband regarding his ADHD.

21. Wife's family (especially her mother), was also constantly critical and condescending toward Husband, regularly criticizing Husband to Wife within ear-shot, within Husband and Wife's own home.

22. Wife vacillated between wanting Husband to work anywhere to not wanting Husband to work at all outside their home. This sometimes changed daily for Wife, especially after Wife began menopause, and Husband found it simply impossible to please Wife, or to have any sense of satisfaction in his work.

23. Husband and Wife discussed different ways for Husband to receive training, to re-enter the job market, because his previous career in industrial printing had since perished. Husband and Wife executed a contract known as the "2015 Spousal Contribution & Support Agreement" (attached as Exhibit 'B'), to clearly define the expectations of Husband for the following year.

24. Wife defaulted on the "2015 Spousal Contribution & Support Agreement" almost immediately after its execution. Wife insisted that Husband could continue his entrepreneurial aspirations from home indefinitely, further stating that she didn't care if Husband ever became employed again outside their home, provided that both Husband and Wife could afford to live off her salary.

25. In 2016 Wife stated that she "would be pissed" if Husband got a job outside their home within the following year, because of the tasks which Wife wanted completed.

26. On January 6th, 2017, Wife was involved in an at-fault collision which totaled her brand-new Toyota Prius. This totally emptied our savings.

27. On 9/8/2017, Husband gently confronted Wife's mother, about cleaning and reorganizing all their bookshelves. As a result, Mother-In-Law become both furious and rude to Husband.

28. On 9/11/2017 Husband reached out to Wife's brother, in an attempt to get his advice and perform some damage control with their mother. During their telephone conversation, Wife's brother told Husband, that essentially, he and his mother do not understand what value Husband brings to the marriage with Wife and asked Husband to explain to him what Husband's "contribution is". Husband was very honest with Wife's brother, answering his questions, while believing that he was trustworthy. Later Wife's brother used that exact same information to pressure his sister, Husband's Wife, to abandon and ultimately divorce the Husband.

29. Upon Wife notifying Husband that she was filing for a divorce, Wife stated, "I'm so sorry, I did betray you."

30. Husband texted, "Your family won." To which Wife replied, "yes, my family won."

31. Upon separation, Wife entered into a 14-month lease for an apartment, which has substantially increased the monthly marital expenses, resulting in additional credit card debt.

32. Upon separation, Wife changed the credentials and contact information on all bank and credit accounts, later reporting the cards "lost or stolen", thereby cutting-off and preventing Husband from accessing any financial accounts, to view expenditures, or to have direct access to any funds.

33. Upon separation, Wife repeatedly refused to provide Husband with a copy of any and all bank, credit, and other financial statements (except for the one credit card which Wife temporarily "allowed" Husband to use, for his monthly consumables), further exerting Wife's financial dominance over Husband. Finally, on 8/28/2018, under pressure by Husband, Wife conceded and supplied Husband with those statements to date. No further financial statements have been received from Wife since.

34. Wife has repeatedly insisted upon litigating a contested divorce, knowing that Husband has not and cannot afford legal counsel, rather than working together toward a much more affordable collaborative divorce, thereby causing credit card debt to continue to rise, as Wife exerted her legal dominance over Husband.

35. The significantly increased credit card debt, caused by the Wife's unilateral choices, has substantially reduced the Husband and Wife's equity in their home, and their overall estate, without Husband having a choice in the matter.

36. After Wife locked Husband out of all financial account, she provided Husband with a single Bank of America Visa (#3997), with an initial credit limit of \$13,000, for Husband to purchase his consumables and pay for any other expenses.

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37. On 7/28/2018, Wife reduced the credit limit on the Bank of America Visa (#3997) from \$13,000 to \$5,000, which left over a \$4,000 negative balance on the card, rendering it useless to Husband. Within a few days, Wife filed a "lost or stolen" dispute with Bank of America, cancelling Husband's credit card altogether. This action alone, made it financially impossible for Husband to afford a legal retainer, to hire an attorney to represent Husband against Wife, further advancing Wife's financial and legal leverage and dominance over the Husband.

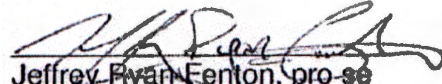
38. On 8/11/2018, Wife provided Husband with a new Chase Visa (#6282), with only a \$1,000 credit limit, while denying Husband credentials to monitor his account activity online, with such a small spending allowance. Husband complained that the credit limit was insufficient to meet his needs, and certainly prevented Husband from hiring any legal counsel, but Wife was unwavering in her pursuit of financially limiting the Husbands access to funds.

39. On 10/2/2018, Wife notified Husband that she had cancelled his new Chase Visa (#6282), thereby cutting-off all access which Husband had to any of the marital income, credit, and finances. Contrary to Wife's previous promises to pay for hiring Husband an attorney, whenever Husband deemed it necessary, Wife stated, "As far as paying for your attorney and all of your other imagined expenses, I will pay what the court orders me to, when we get to that point." Despite what has been said before or since, Wife has yet to pay a dollar towards Husband's legal counsel or defense.

WHEREFORE, HUSBAND PRAYS:

1. That Husband be awarded a Final Decree of Absolute Divorce on the grounds of Irreconcilable Differences or Inappropriate Marital Conduct;
2. For the Court to approve the Marital Dissolution Agreement, should the parties agree to enter into one.
3. For all right, title, and interest in the personal property already in the Husband's possession to be divested out of the Wife and vested in the Husband as his separate property;
4. For all right, title, and interest in the personal property already in the Wife's possession to be divested out of the Husband and vested in the Wife as her separate property;
5. For Wife to pay reasonable attorney's fees, to hire legal Counsel for Husband, as she promised, prior to mediation, trial, or any further litigation.
6. For the court to task costs, if necessary and award Husband his reasonable costs of prosecuting this matter, including a reasonable attorney's fees.
7. That the Husband be awarded alimony such that he can maintain his own residence, with a similar standard of living.
- 8 That the Husband be awarded the necessary funds for vocational training, to eventually be able to support himself again, regaining his independence.
9. That the Husband remain on the Wife's health insurance policy, to ensure no gap in mental or physical health care.
10. That the Husband be awarded such general relief to which the Husband may prove entitled including, but not limited to, those items prayed for above;
11. That the Wife be served with this suit and be required to answer as prescribed by law;
12. For the court to make an equitable distribution of the marital assets in this cause and deem non-marital property and assets separate.

Respectfully Submitted,



Jeffrey Ryan Fenton, pro se
1986 Sunny Side Drive
Brentwood, TN 37027
Phone: (615) 837-1300

... 643

STATE OF TENNESSEE)
COUNTY OF Williamson)

I, JEFFREY RYAN FENTON, being first duly sworn according to law, makes oath that I have read the foregoing Answer & Counter-Complaint for Divorce, knows the contents thereof, and that the same is true and correct to the best of my knowledge, information, and belief; that this Counter-Complaint is made for the causes mentioned therein; and that I am justly entitled to the relief therein sought.


JEFFREY RYAN FENTON

Sworn to and subscribed before me this 30 day of October, 2018.
Witness my hand and official seal.


Notary Public

My Commission Expires
July 6, 2020

My Commission Expires: _____



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Exhibit 'A'

FAWN T. FENTON
1986 Sunny Side Drive, Brentwood, Tennessee 37027
Email: [REDACTED]
Tel: (615) [REDACTED]

Self-Defense Handgun Instructor

CERTIFICATIONS & AFFILIATIONS

- **NRA Certified Basic Pistol Instructor**
- **Tennessee Department of Safety Concealed Carry Instructor**
- **Front Sight Firearms Training Institute Handgun Instructor, Pahrump, NV**
- **CCWP Instructor at The Range Incorporated, Centerville, TN**
- **Nashville Police Department Citizens Police Academy, Summer 2008**
- **Mount Juliet Police Department Citizens Police Academy, Spring 2004**
- **Member of the NRA since 2004, Life Member since 2012**
- **Training with NRA Refuse To Be a Victim Program**
- **Member of the United States Practical Shooting Association since 2003**

TRAINING

- **Front Sight Firearms Training Institute, 4-Day Practical Rifle (FN-FAL & AR15), January 2018**
- **Front Sight Firearms Training Institute, 4-Day Defensive Handgun, March 2013**
- **Front Sight Firearms Training Institute, 4-Day Armorers Class – AR15, March 2010**
- **Front Sight Firearms Training Institute, 4-Day Line Coach – Defensive Handgun, March 2010**
- **Front Sight Firearms Training Institute, 4-Day Instructor Development, February 2009**
- **Front Sight Firearms Training Institute, 4-Day Practical Rifle (AR-15), February 2008**
- **Front Sight Firearms Training Institute, Handgun Master Prep, January 2007**
- **Front Sight Firearms Training Institute, 4-Day Defensive Handgun, January 2006**
- **Front Sight Firearms Training Institute, 4-Day Practical Rifle (AK-47), January 2005**
- **Front Sight Firearms Training Institute, 4-Day Defensive Handgun, October 2003**
- **Front Sight Firearms Training Institute, 4-Day Defensive Handgun, October 2002**
- **Tactical Response, 2-Day Fighting Pistol, May 2004**
- **The Range Incorporated, Advanced Handgun II, November 2003**

- 645

- The Range Incorporated, Advanced Handgun I, April 2003
- The Range Incorporated, State Concealed Carry Course, February 2003
- HGR Firearms NRA Basic Pistol Instructor Certification Course, June 2006
- Vanderbilt Rape Aggression Defense Systems, December 2003

REFERENCES

JOHN HUTCHERSON ■ Owner, The Range Inc. Instructor, DCSO Correctional Officer
 T: (615) 662-6815, Nashville, TN therange@bellsouth.net

RICK MORELLO ■ Front Sight Firearms Operations Manager, Instructor
 T: (800) 987-7719, Pahrump, NV morello@frontsight.com

MARK [REDACTED] Brother, U.S. Marine Veteran
 T: (949) 565-6204, Lake Forest, CA [mark.\[REDACTED\]@live.com](mailto:mark.[REDACTED]@live.com)

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Exhibit 'B'

2015 SPOUSAL CONTRIBUTION & SUPPORT AGREEMENT

- 1. **PARTIES** This is a Legally Binding Agreement entered into this 11th day of October, 2014, between HUSBAND, Jeffrey R. Fenton, and WIFE, Fawn T. Fenton, of 1986 Sunny Side Drive, Brentwood, TN 37027.
- 2. **PURPOSE** The purpose of this Agreement is to clearly define the contributory RESPONSIBILITIES and EXPECTATIONS of the HUSBAND, both financial and otherwise, from the date of execution through January 1st, 2016. The overall intent of this Agreement is to define the conditions of a financially supported "re-training" period for HUSBAND, to help equip him to re-enter the workforce, while providing TIME for HUSBAND to also bring the family's financial records current.
- 3. **BENEFITS FOR HUSBAND** The benefit of this Agreement for the HUSBAND is to provide him a clearly defined sense of purpose during this season, while allowing him the time, structure, and support needed to complete training that should help equip him to make a more significant financial contribution to the family, while pursuing a profession which he finds more interesting and fulfilling. This Agreement defines exactly what the HUSBAND must DO during this season, in order to be deemed "DOING HIS SHARE" to help support the family. This Agreement does not address common household chores and other shared responsibilities of every family, but specifically speaks to his OCCUPATIONAL pursuits and contributions during this time. This Agreement allows HUSBAND an OPPORTUNITY for RE-TRAINING, financially sponsored by the WIFE for a specific term, provided that HUSBAND meets and maintains the conditions of this Agreement, as stated herein. Should he continue to do that, there are NO expectations for HUSBAND to earn money during this short season.
- 4. **BENEFITS FOR WIFE** The benefit of this Agreement for the WIFE is the assurance of HUSBANDS continued and measurable progress toward financial objectives important to the WIFE, including the completion of several years of bookkeeping and back tax filings, while allowing HUSBAND a defined period of TIME to re-train for the job market. Likewise, this Agreement also provides WIFE with the security of having pre-defined consequences that would immediately benefit the family financially, IF HUSBAND should fail, fall-short, or otherwise default on his commitments herein.
- 5. **TERM** The TERM of this Agreement shall be from the date of its full execution by both parties, through all of 2015, and absolutely expires in its entirety on January 1st, 2016. At that point the sponsored "re-training period" will be deemed OVER. Regardless of where HUSBAND is with his training and professional development at that time, he MUST obtain paying work, whether through self-employment or hiring on with a firm, to begin making a regular financial contribution to the family again.
- 6. **WORK PURSUITS** Only the following FIVE types of tasks are allowed, per this Agreement, to count as WORK pursuits:
 - Financial Work (bookkeeping, taxes, etc...).
 - Client Work (should be billable or to meet client commitments, including all work for Innovative HVAC, regardless of billing status).
 - Training & Practice at CAD/REVIT/DRAFTING/MODELING/RENDERING/GRAPHICS.
 - Maintenance Work at the Duplex (NOT on our home at Sunnyside).
 - Approved "Vacations".

Per this Agreement, the time allocation per TASK is flexible and up to the HUSBAND'S discretion, provided that the total hourly WORK commitment is satisfied.
- 7. **PERSONAL PURSUITS** For the purposes of this Agreement, the following activities are considered PERSONAL in nature, the time from which can NOT be counted toward "Work Pursuits":
 - Work on OUR own websites or blogs (Meticulous Marketing or otherwise).
 - Recovery and marriage work (counseling, groups, personal development, etc...).
 - Home ADMIN time on our personal computers and network.
 - Household maintenance, chores, health care, pet care, exercise, etc...

2015 SPOUSAL CONTRIBUTION & SUPPORT AGREEMENT

HUSBAND Initial: *JRF* WIFE Initial: *FTF*

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- 8. **COMMITMENT** HUSBAND agrees to devote 35 hours per week to WORK pursuits. (Breaks, lunches, personal tasks, etc... do not count.) This commitment is to WORK 7 hours per day, five days per week, and will be averaged and must QUALIFY on a MONTHLY basis. "Vacation Days" count as 7 hours worked, but must be pre-approved by both parties, and shall not exceed 10 days per year. (Vacation days can NOT be used to compensate for a short-fall in time.) "Sick days" must be made-up within the calendar month or within two weeks when following a significant end-of-month illness.

- 9. **DEFAULT** In the event that HUSBAND fails to meet the hourly WORK commitment for any single calendar month, the following consequences are herein agreed to and must immediately take place:
 - HUSBAND must obtain a part-time JOB (working from home is not allowed in this circumstance), for a minimum of 20 hours per week, and a duration of at least 90 days, before a "second chance" will be EARNED and can be attempted (at the HUSBANDS option). Two "second chances" are guaranteed to HUSBAND provided that these conditions are met; however, this shall NOT extend the January 1st, 2016 EXPIRATION of this Agreement.
 - IF HUSBAND fails to meet the monthly WORK commitment AFTER receiving two "second chances", then HUSBAND must CONTINUE part-time employment throughout the remainder of his "training" and/or his professional development. All "WIFE sponsored" training would cease at that point.

- 10. **ADDITIONAL COMMITMENT** HUSBAND further agrees to catch-up all bookkeeping for the family and to bring Federal Income Tax Filings current (through the 2014 tax year) by the expiration of this Agreement, on or before January 1st, 2016. This is considered an IMPORTANT part of HUSBAND'S WORK (family contribution) during this season of re-training.

- 11. **SUPPORT** In addition to being the sole provider of financial provision during this season, WIFE agrees to provide HUSBAND with the following support:
 - To provide HUSBAND with 1-2 hours of drafting training per week, covering the topics which WIFE feels are most significant to HUSBANDS success in the profession.
 - To view HUSBANDS time management logs DAILY and question any unexpected discrepancies in his commitment. (The goal here is to help encourage HUSBAND to KEEP his commitments, not to "bust him" for breaking them. Please don't nag, just stay in "tune" and lovingly communicate any concerns, while there is still time to take corrective action.)
 - During weekly training sessions, openly review time logs with HUSBAND from prior week, communicating whether or not HUSBAND is "on schedule" to succeed that month and if any changes need to be made to maintain his commitments.
 - Check sealed envelope on dresser DAILY, to ensure that PC passwords are still protected. IF this is ever NOT the case, mention to HUSBAND EACH DAY until he corrects the situation.
 - Check office webcam feed randomly, at least once EACH DAY, and call HUSBAND whenever not visibly working or if feed is ever down. (If working, don't call, keep the suspense alive.)

WIFE'S failure to provide any of the support listed above, other than financial, shall NOT constitute a breach in this Agreement.

- 12. **FRUGALITY** Both HUSBAND and WIFE agree to be frugal with their spending and to conserve wherever reasonably possible, throughout the 2015 year, to help minimize debt accrued by their family during this season.

- 13. **POTENTIAL EXCEPTION** IF for any reason WIFE'S employment is terminated or her financial capacity is otherwise diminished, and HUSBAND or WIFE deem it is necessary for HUSBAND to seek immediate employment to help sustain the family financially, this Agreement shall be "POSTPONED" until such a time as WIFE'S financial capacity is restored. Under that circumstance ALONE, would the term of this Agreement be extended beyond the January 1st, 2016 expiration date. In such an emergency, the extension shall be equivalent to the number of days that HUSBAND expends seeking employment and working.

2015 SPOUSAL CONTRIBUTION & SUPPORT AGREEMENT

HUSBAND Initial: *JG* WIFE Initial: *JK*

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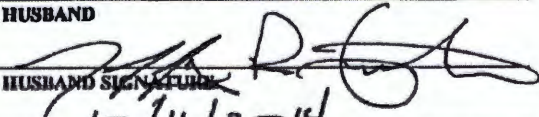
14. COMPLIANCE Should HUSBAND fail to meet his hourly WORK commitment, thus defaulting on this Agreement, AND refuse to obtain a part-time job, pursuant to the terms defined herein, then HUSBAND shall FORFEIT his opportunity and right for all "second chances". At that point WIFE shall have the right, and would be advised to contact Psychologist Dr. Pat Carmody for assistance in holding HUSBAND "accountable" to complying with the agreed consequences of defaulting on this Agreement, and to OBTAIN A JOB!

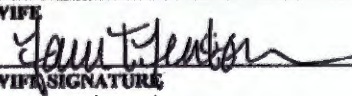
Similarly, provided that HUSBAND meets his hourly WORK commitments, as defined herein, WIFE shall have NO GROUNDS for holding ANY financial expectations or resentment over HUSBAND during the term of this Agreement. HUSBAND shall then be acknowledged as fully "DOING HIS SHARE" for the support of their family during this season. WIFE shall take ownership of her issues or concerns regarding the HUSBAND'S contribution during this time, provided that this Agreement is adhered to by HUSBAND, and it shall be deemed the WIFE'S responsibility to resolve her anxiety and/or distress between herself, Psychologist Dr. Pat Carmody, and God.

Quarterly meetings shall be held between HUSBAND, WIFE, and Psychologist Dr. Pat Carmody, to review our progress and adherence to this Agreement, and as an opportunity to voice any concerns between the parties. The role of the psychologist during these meetings is to help us communicate and resolve our differences, while holding us both ACCOUNTABLE to adhering to the conditions of this Agreement, so that the full benefits of this initiative may be realized by our family.

THIS IS A BINDING LEGAL DOCUMENT.

BY SIGNING BELOW EACH PARTY AGREES TO BE BOUND BY THE CONDITIONS AND COMMITMENTS OF THIS AGREEMENT IN ITS ENTIRETY. NO ONE WAS PRESSURED INTO SIGNING THIS DOCUMENT. RATHER EACH PARTY FOUND THIS AGREEMENT TO BE PERSONALLY BENEFICIAL BOTH NOW AND HOPEFULLY FOR THE YEARS TO COME.

Jeffrey R. Fenton
HUSBAND

HUSBAND SIGNATURE
10/11/2014
DATE SIGNED

Fawn T. Fenton
WIFE

WIFE SIGNATURE
10/11/2014
DATE SIGNED

2015 SPOUSAL CONTRIBUTION & SUPPORT AGREEMENT

HUSBAND Initial:  WIFE Initial: 

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Payment Receipt

Williamson County - TN - Chancery

Paypal Transaction ID: 818217103S342200K
Date: 10/30/2018 1:57:31 PM
Payer Name: METICULOUS MARKETING LLC Jeffrey R Fenton
Payer Address:

Year	Receipt	CityCode	name	due
Docket No.: 47426	Fee Description: counter claim		Jeffrey R Fenton/Meticulous Mktng	\$100.00
			Percentage Fee	\$2.57
			Fixed Fee	\$0.30
Total:				\$102.87

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EXHIBIT #17

Jeff Fenton

From: Fawn Fenton <[REDACTED]>
Sent: Friday, November 9, 2018 10:13 PM
To: Jeff Fenton
Subject: FW: Put divorce on hold for now
Attachments: Fenton - Notice of Non-Suit - 11-5-18.docx; Fenton - Order of Dismissal - 11-5-18.docx

2020 FEB 19 PM 1:13

FILED FOR ENTRY

Hello,
Here is the last correspondence I've had with my attorney. I assume we're waiting for the court to return a stamped copy of these papers back to my attorney.
I'll check in with him next week.

From: Edward Porter <WEdward.Porter@hotmail.com>
Sent: Tuesday, November 6, 2018 4:45 PM
To: Fawn Fenton <[REDACTED]>
Subject: RE: Put divorce on hold for now

Fawn,
I have attached the word documents. I currently don't have a paper copy in hand.
Thanks,
Edward

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

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From: Fawn Fenton <[REDACTED]>
Sent: Tuesday, November 6, 2018 2:38 PM
To: Edward Porter <WEdward.Porter@hotmail.com>
Subject: RE: Put divorce on hold for now

Thanks Edward... can you send me a PDF copy of the request you sent in?

Thanks again,
Fawn Fenton

From: Edward Porter <WEdward.Porter@hotmail.com>
Sent: Monday, November 05, 2018 1:25 PM
To: Fawn Fenton <fawn.tiffany@outlook.com>
Subject: RE: Put divorce on hold for now

Fawn,
I have sent it in. It should be entered and signed this week. Jeff did file a counter and he will have to do the same thing. Once I receive a copy of the Order I will send one to you.
Thanks,
Edward

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Nashville, TN 37201
(615) 250-8000 – Office
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From: Fawn Fenton <[REDACTED]>
Sent: Friday, November 2, 2018 1:29 PM
To: Edward Porter <WEdward.Porter@hotmail.com>
Subject: RE: Put divorce on hold for now

Thanks Edward – can you tell me approximately what the time-frame of this is?
How long till you send in the notice of non-suit; how long before the court then issues a dismissal order; will you or I get a copy of the dismissal order?

Best,
Fawn Fenton

From: Edward Porter <WEdward.Porter@hotmail.com>
Sent: Thursday, November 01, 2018 5:48 PM
To: Fawn Fenton <[REDACTED]>
Subject: RE: Put divorce on hold for now

I will send yours in and I will send a copy to him that he can mimic. No need for your signature.
Thanks,
Edward

W. Edward Porter IV
Attorney at Law

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

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From: Fawn Fenton <[REDACTED]>
Sent: Wednesday, October 31, 2018 12:34 PM
To: Edward Porter <WEdward.Porter@hotmail.com>
Subject: RE: Put divorce on hold for now

Hi Edward,
Yes, if you could please send in a notice of nonsuit... do I have to sign that?

Jeff does not have an attorney – is there a form he can fill out and file to voluntarily dismiss the case also?
Thank you,
Fawn Fenton

From: Edward Porter <WEdward.Porter@hotmail.com>
Sent: Tuesday, October 30, 2018 4:08 PM
To: Fawn Fenton <[REDACTED]>
Subject: RE: Put divorce on hold for now

Fawn,
I apologize, as soon as I sent the email yesterday I left for court in Gallatin and took for granted that your email would be a simple thanks. To answer your question, I can send in a notice of non-suit but if he has filed a counter-complaint he will have to file that as well. Please let me know how I need to proceed.
Thanks,
Edward

W. Edward Porter IV

Attorney at Law
222 Second Avenue North
Suite 210
Nashville, TN 37201
(615) 250-8000 – Office
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persons or entities other than the intended recipient is prohibited. If you receive this communication in error, please notify the sender upon receipt and destroy the materials contained in this message.

From: Fawn Fenton <[REDACTED]>
Sent: Monday, October 29, 2018 12:24 PM
To: Edward Porter <WEdward.Porter@hotmail.com>
Subject: RE: Put divorce on hold for now

Edward,
Thanks very much for the reply.... however, Jeff says he consulted with an attorney this morning who advised him that we must withdraw the complaint in order for Jeff to be satisfied.
Is that something you can do today?
If not today, then Jeff will file his answer to the complaint tomorrow, to prevent the possibility of a default motion. Then after tomorrow, we would both have to withdraw our case. (I guess something like, we would file a motion to dismiss, and Jeff would file to dismiss his counterclaim?)
Let me know...
Thanks again.
Fawn Fenton

From: Edward Porter <WEdward.Porter@hotmail.com>
Sent: Monday, October 29, 2018 11:56 AM
To: Fawn Fenton <[REDACTED]>
Subject: RE: Put divorce on hold for now

Fawn,
I am glad to hear this news and I hope that this plan of action works for you and your husband. Per your request I will put this file away, take no action on it and await word from you as to how you wish that I proceed. Please feel free to reach me at any time but until further notice I will not be actively working on your divorce.
Thanks,
Edward

W. Edward Porter IV
Attorney at Law
222 Second Avenue North
Suite 210
Nashville, TN 37201
(615) 250-8000 – Office
(615) 242-5918 – Fax

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From: Fawn Fenton <[REDACTED]>
Sent: Monday, October 29, 2018 9:56 AM

To: Edward Porter <WEdward.Porter@hotmail.com>
Subject: Put divorce on hold for now

Edward,
I am at the Williamson County courthouse now, and I just talked to the court clerks... they said that nothing with the case will move forward as long as you don't file anything. So let's not file any motions for awhile... no motion for default, or any others. I left you a voicemail earlier, that Jeff is now agreeing to sell the house, and move out voluntarily, so that we will have no joint assets, and can then change the divorce to be an "uncontested" divorce in the future.

The timeline we've agreed to is (plus or minus a few weeks): get the majority of our personal property moved out of the house by the end of January; have house listed for sale around first of February; hopefully accept an offer by April (latest May), close by June; split the proceeds 50/50, and pay down our respective credit card debts as much as possible; and then re-file the divorce in maybe July 2019.

Jeff finally realized that by going forward with a trial, he is likely hurting himself more than me, and he says he's accepted the reality that selling the house will help us both the most. Plus he is very hung up on wanting an "uncontested" divorce rather than a contested divorce. So I am going to trust him to stick to this plan for now, since it's far and away better than me continuing to pile costs on my credit cards.

I will try to call you again a little later.
Thanks,
Fawn Fenton

Sent from Samsung Galaxy smartphone.

"VERBAL SETTLEMENT AGREEMENT"

Jeff Fenton

From: Fawn Fenton <[REDACTED]>
Sent: Saturday, October 27, 2018 5:31 PM
To: Jeff Fenton
Subject: Your texts re: settling

EXHIBIT #18
2020 FEB 19 PM 1:13

FILED FOR ENTRY _____

I am reading your texts coming in now that you've been writing today. Overall I think I am agreeable to this, but I want to try to make sure we're on the same page.

The basic idea is that I withdraw the complaint, so there is no divorce action pending, and we let things sit until after we've sold the house and divided money and stuff on our own. Then we can easily file an uncontested divorce and probably wouldn't even have to go to court. Right? I agree, the less the court has to get into our finances and personal business, the better.

This would all be informal between us, right? No long-ass legaleze contracts between us? I would MUCH prefer that. I have no desire to "screw you over" in any way, I do not want either of us to go through any more pain than necessary at this point. (FYI, I am putting numbers on these points below just to organize events in my brain; I am not trying to make this look like a contract or something.)

- 1.) So I would withdraw the divorce complaint on Monday, and verify with the court clerk that that stops or lifts the temporary restraining order, so we can move/sell stuff at will after that. (Or, I will find out if there are any other actions I need to take to put the divorce on hold in order for us to have the freedom to do whatever we want with the "marital stuff".)
- 2.) At that point, we would take some time to sell and store some of our stuff, right? Can we say the goal would be to have our activities done so that the house could be listed in 2 or 3 months maximum? This is the time-frame which worries me, since you always need way more time than a regular person to do things. I would be worried that you would ask for another month... and then another month.... And I wouldn't want it to drag out, because my expenses are increasing for as long as this continues, and plus we want to list it by spring. Can we say we'd have our "stuff" situated such that the house could be listed by the end of January or 1st of February? (And if you want to uninstall the security system and take it with you, I'm fine with that.)
- 3.) Then we would meet at Judy's and you would sign a quit-claim, and your reason is because you do not want to have to be involved in the sale of the house, right? So you could just turn your back on it and not have to watch, and I will deal with all of the sale activities? We might want to instead keep you on the deed, but you sign a POA so that I can do all of the sale transactions without you. I am thinking that would allow Judy's office to write each of us a check directly to split the proceeds of the sale (at the end). Otherwise, if I was the only person listed as an "owner" of the house, then all of the proceeds would go into my name, and it might be more difficult to give you half. We don't want it to be looked at by the IRS as a "gift" or some other taxable event. If we are (were) both owners, and we each take some of the proceeds, then none of that would be taxable.
- 4.) So when our stuff is satisfactorily stored or moved (just for putting the house up for sale)... I would get the fish tank cleaned up and out of there to storage, and I would get my stuff out to the greatest extent possible. And then the real estate agent could list it for sale... And you would take off to Michigan. So maybe we could have it put on the market by early February?
- 5.) That seems good because then it would be listed for sale during the spring, and hopefully we would get a good offer by April or May, and close in May or June at the latest. (While it's on the market, we could finish getting the rest of our stuff out of there also.) The proceeds could go into an account held by Judy's office, and then we could split it 50/50, and Judy's office could write us each individual checks. (Maybe we should ask Judy... I wonder if you should "gift" your ownership of the house to your mom or something.... So that your mom and I are officially on the deed as the joint owners of the house.... Then Judy could write the final checks directly to me and your mom, and that way there would be no record of you ever having received money out of the sale of the house, so that if you proceed with your BK, that doesn't come into question....?)

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- 6.) Between now and when we each get our half of the proceeds from the house, I would just give you \$500 per month (\$250 out of first paycheck and \$250 out of 2nd paycheck, ok?)
- 7.) Then after everything from the sale is done and we have no more joint anything, hypothetically in June or so, we would just fill out the standard forms for an uncontested divorce, and turn those in to the court, no lawyers involved.
- 8.) I would then agree to give you \$1,750 per month for 6 years in alimony, roughly June 2019 through June 2025.
The divorce should record as final a month or two later.
- 9.) Oh, and I would still ask Ken to keep you on our health insurance through the end of 2019.

Does that all sound like an accurate summary of what you would be agreeable to?

I am good with this plan, if you are.

Thank you for reconsidering everything.

EXHIBIT # 19

Jeff Fenton

From: (615) [REDACTED] <16158371301.1615333737[REDACTED]km4F34MBp9@txt.voice.google.com>
Sent: Monday, October 22, 2018 12:56 AM
To: 837.1301@gmail.com
Subject: New text message from (615) [REDACTED]

2020 FEB 19 PM 1:13

FILED FOR ENTRY _____



I wish you could be healed. I never thought this would get so bad. You're a good person trapped inside your unhealthy mind. I've cried and screamed and prayed, but to no avail. Please take good care of Tweetie.

[YOUR ACCOUNT](#) [HELP CENTER](#) [HELP FORUM](#)

To edit your email preferences for text messages, go to the [email notification settings](#) in your account.

Google

Google LLC
1600 Amphitheatre Pkwy
Mountain View CA-94043 USA

Jeff Fenton

From: (615) [REDACTED] <16158371301.1615333737[REDACTED]m4F34MBb9@txt.voice.google.com>
Sent: Monday, October 22, 2018 1:12 AM
To: 837.1301@gmail.com
Subject: New text message from (615) [REDACTED]



I am so sad. It's like you've developed cancer and I've helplessly watched you die over the years. The person you once were is gone now.

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Google

Google LLC
1600 Amphitheatre Pkwy
Mountain View CA 94043 USA

Jeff Fenton

From: (615) [REDACTED] <16158371301.161533373[REDACTED].km4F34MBb9@txt.voice.google.com>
Sent: Monday, October 22, 2018 1:42 AM
To: 837.1301@gmail.com
Subject: New text message from (615) 33[REDACTED]



I'm so terribly sad for you, for both of us. The illness has taken everything.

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Google

Google LLC
1600 Amphitheatre Pkwy
Mountain View CA 94043 USA

Jeff Fenton

From: (615) [REDACTED] <16158371301.1615333737[REDACTED]km4F34MBb9@txt.voice.google.com>
Sent: Monday, October 22, 2018 1:47 AM
To: 837.1301@gmail.com
Subject: New text message from (615) [REDACTED]



No, I'm exhausted. To say I never tried is more proof of how blind you are. To say I am bullying you is ridiculous, and again, it's more proof of your blindness. So very sad.

[YOUR ACCOUNT](#) [HELP CENTER](#) [HELP FORUM](#)

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Google

Google LLC
1600 Amphitheatre Pkwy
Mountain View CA 94043 USA

EXHIBIT # 20

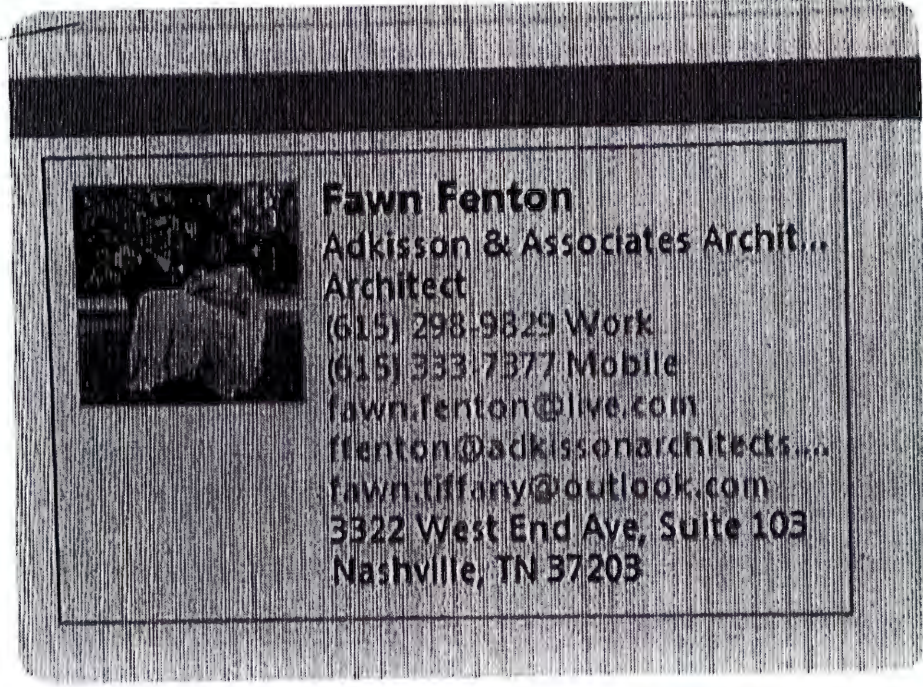
Fawn Fenton
(615) [REDACTED] • mobile

I'm watching the video with you holding the umbrella on the front porch. I love you and miss you Tootie!

2020 FEB 19 PM 1:13

Oct 11, 2018

FILED FOR ENTRY



Want to go to the zoo with me tomorrow? You could show me the new stuff.

NOT even the ZOO?

Oct 12, 2018



I sorry.

Fawn Fenton (mobile) • Oct 13, 2018

Dang! You must really not trust yourself!

We had a LOT of GOOD times, you know!?!?

Oct 13, 2018

I want to get your drive data done and back yo you before my court response is due. Can i plck it up from you today so I can get the data transferring? Maybe at the hyatt, target, or the entrance to your apartments?

Oct 14, 2018



Oh hello
 Sorry I haven't looked at phone in awhile
 Ok yes, you can come to my apartment if you want.

Fawn Fenton (mobile) • Oct 14, 2018

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Ok, w' is the addrsss? I know i recorded with call 'h brendan, but i didn't write it down, since you didn't want me to have.

Still have it in encrypted conversayions directory. But never wrote it down.

I was just looking for an altermative "MyBook" or something to let uou borrow. But they are slow as fuck, plus i'd need to move data off and reformeat first. So using your drive would be MUCH quicker!

Oct 14, 2018



Ok, you just have to promise not to linger... you can come in for a minute if you want, but then go without arguing. Ok?

Fawn Fenton (mobile) · Oct 14, 2018

Sure. Just let me visit with the kids for a moment, won't sat much to you. Just need to pickup drive, have ready for you in twp days.

I've never seen the place, I,m kida curious. I'm looking around the crawl space and freaking out at needing to fit all that inside a one bedroom apartment.

Oct 14, 2018



Ok. From OHB, turn right at Stone Brook Drive across from Panera/Target... go all the way up hill. Do not turn left on Fox Ridge drive... keep going up past that. The road dead-ends at the entry to the Brentwood Villas condos... turn left right before you go in there, to [REDACTED] apartments.

Fawn Fenton (mobile) · Oct 14, 2018

Hot a feeling will end up tenting a pickup for a week again and take a lot to the dump. Just no space... and i want one bedroom apartment to be comfortable, not clutter fucked.

Oct 14, 2018



I am the very first building closest to the entry driveway, Bldg A. Park anywhere, there's no assigned parking or anything. I am 102, down the first set of stairs closest to the end of the bldg.

Fawn Fenton (mobile) · Oct 14, 2018

Ok, in now a good time? Need to brush my teeth. Want me to bring Tweetie?

See, now I don't need to worry about you serving me anymore.

Do you want me to bring Tweetie food and trade pup pup for tweetie until tomorrow morning?

Now i can help drop off & swap.

Up to you.

- 663

Oct 14, 2018



No, I don't want to see a puppy.
You can bring tweetie if you want, of course.
Now is fine.

Fawn Fento | Member | Oct 14, 2015

Ok, give me a minute to wrangle her into her diaper. She eats all healthy food now, hasn't had a sunflower seed since you left. She still seems to be balding a but on the top... probable needs mire fruit and veggies... haven't been shopping much lately. Give me a few and I'll head your way. Need anything?

I swear when i don't put diapwr on her once per week, she acts like I,m fixing to cook her in soup.

So for the sake of speed: queen sheets, ete med check, and slave drive. Thank you! On our way!

Terry Huff did file a claim with BCBST, for out of network benefits, probably will be between \$200-\$500, so please let me know when you get it, because counseling is getting to be really hard for me to pay for. Thanks!

Thanks for trusting me to come visit your sanctuary. I promise not to ever lurk, drop by unannounced, stalk, etc... this shall remain your safe place!

Do you want that top wood cabinet that goes over top of the aquarium we put it in a crawl space but I'm going to be taking a lot of junk to the trash eventually do you want me to trash that we never used it or do you want me to keep it just in case and you're going to take it into storage someday let me know thanks

I skipped right past saying HI to Cute-Cute! Poor Baby Bunny!

Did you ever pay your attorney more money, or still just the original retainer?

I'm wondering, since we are both agreeable to selling the house now, why we are paying attorneys to fight? It just seems like a waste of money!

All that is left to decide on is rehabilitative training and allimony. We know the range there. Surely we could work that out ourselves, before i am forced to retain a layer this week, to answer your complaint. What are your thoughts?

There's really not much left to fight over!

I will need some TIME to downsize and transition either way, but from what I understand, the court is perfectly understanding about that.

As for me getting a job, I will once the bulk of this is over, but right now I'm staring at rhe most daungting task of MY LIFE! Fighting in court will only make that take longer!

What are your thoughts?

Not in the mood for me to drop it off tonight?

664

OCT 14, 2018



I sorry, I was busy cooking dinner, and then other pet chores, didn't look at phone for awhile. Thank you for copying data for me... please let me look at your emails again tomorrow, I'm just too tired now. Having bad aches and pains this evening, can't really think well.

Fawn Fenton (mobile) • Oct 14, 2018

Ok...kiwi vet appt tomorrow morning. Pray it is a cheap one! No surgical feather removals. Night night.

Kiwi got a good report! She' getting better not there yet. A little fungus, so got some med. Put on a little weight. Doc says we're on the right path.

Do you have any apple cider vinegar



Oct 15, 2018



Nope

Fawn Fenton (mobile) • Oct 15, 2018

665

E-HIBIT # 21

Alias
STATE OF TENNESSEE
SUMMONS 1:14

FILED 9/28/18 9:46
ENTERED
BOOK PAGE
ELAINE B. BEELER, Clerk & Master

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE

FRANK T. FENTON
Plaintiff

CIVIL ACTION NO. 47426

Plaintiff

Service By:

vs.
JEFFREY R. FENTON
Defendant

Sheriff

Defendant

Attorney

Defendant

Sec. Of State

Comm. Of Insurance

To the above named Defendant:

You are hereby summoned and required to serve upon W. EDUARDO PORTER IV plaintiff's attorney, whose address is 222 SECOND AVE. N. SUITE 210 NASHVILLE TN 37201, an answer to the complaint which is herewith served upon you within thirty (30) days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

Witnessed and issued, Elaine B. Beeler, Clerk and Master for said Court at office this 28 day of September, 2018.

Jacqueline Edwards DC
Clerk & Master

NOTICE:

To the defendant(s): Tennessee law provides a ten thousand dollar (\$10,000.00) personal property exemption from execution or seizure to satisfy a judgment. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the terms you wish to claim as exempt with the clerk of the court. The list may be filed at any time and may be changed by you thereafter as necessary; however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed; these include items of necessary wearing apparel (clothing) for yourself and your family and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible, and school books. Should any of these items be seized, you would have the right to recover them. If you do not understand your exemption right or how to exercise it, you may wish to seek the counsel of a lawyer. Mail list, including docket number, to: Clerk and Master, P.O. Box 1588, Franklin, TN 37065.

DEFT./WITNESS COPY

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RETURN ON PERSONAL SERVICE OF SUMMONS

I hereby certify and return that I served this summons together with the complaint as follows:

Check one: (1) or (2) are for the return of an authorized officer or attorney; an attorney's return must be sworn to; (3) is for the witness who will acknowledge service and requires the witness's signature.

- 1. I certify that on the date indicated below I served a copy of this summons on the witness stated above by _____
- 2. I failed to serve a copy of this summons on the witness because _____
- 3. I acknowledge being served with this summons on the date indicated below: _____

DATE OF SERVICE: _____

SIGNATURE OF WITNESS, OFFICER OR ATTORNEY: _____

ADDRESS OF PROCESS SERVER (TRCP 4.01) _____

Signature of Notary Public or Deputy Clerk: _____

Commission Expires: _____

RETURN ON SERVICE OF SUMMONS BY MAIL

I hereby certify and return that on the _____ day of _____, 20____, I sent, postage prepaid, by registered return receipt mail or certified return receipt mail, a certified copy of the summons and a copy of the complaint in case no. _____ to the defendant _____, on the _____ day of _____, 20____.

I received the return receipt, which had been signed by _____ on the _____ day of _____, 20____. The return receipt is attached to this original summons to be filed by the Chancery Court Clerk and Master.

Signature _____

Address (TRCP 4.01) _____

Sworn to and subscribed before me on this __ day of ____ 20____.

Signature of Notary Public or Deputy Clerk _____

Commission Expires: _____

CERTIFICATION (IF APPLICABLE)

I hereby certify this to be a true and correct copy of the original summons issued in this case.

Jacqueline Edwards
CLERK & MASTER



For ADA assistance, please call ADA coordinator: 615-790-5428

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IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

2018 JUN 29 PM 12:04

FAWN [REDACTED] FENTON,
Plaintiff,

vs.

Docket: 47426

FILED FOR ENTRY

JEFFREY RYAN FENTON,
Defendant,

COMPLAINT FOR DIVORCE

1. Plaintiff, FAWN [REDACTED] FENTON, (hereinafter called "Wife") is married to Defendant, JEFFREY RYAN FENTON, (hereinafter called "Husband"). The following is the statistical information pertaining to said parties required by Tenn. Code Ann. § 36-4-106:

WIFE:

- a. Full Name and race: Fawn [REDACTED] Fenton, Mixed Race, Caucasian and Asian
- b. Full Maiden Name: Fawn [REDACTED]
- c. Current Address: 1986 Sunny Side Drive, Brentwood, TN 37027
- d. Length at that address: 7 years
- e. Length in State of Tennessee: 18 years
- f. Date and Place of Birth: 1-22-73, Las Vegas, NV
- g. Previous Marriages: 1
- h. Education level: BS
- i. Member of Armed Services: No
- j. Place and Address of Employment: Adkisson & Associates, Architects, Inc., 3322 West End Avenue, Suite 103, Nashville, TN 37203.

HUSBAND:

- k. Full Name and race: Jeffrey Ryan Fenton, Race Caucasian
- l. Current Address: 1986 Sunny Side Drive, Brentwood, TN 37027
- m. Length at that address: 7 years
- n. Length in Tennessee: 24 years
- o. Date and Place of Birth: 10-8-69, Washington State
- p. Previous Marriages: 2
- q. Education level: GED
- r. Member of Armed Services: No

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- s. **Place and Address of Employment: Unemployed.**

- t. **Date and Place of Marriage: 10-16-05, Nashville, TN**
- u. **Date of Separation: 4-22-18**
- v. **Residence of both Parties at time of Separation: 1986 Sunny Side Drive, Brentwood, TN 37027.**
- w. **Minor children born of this marriage: None**
- x. **Are there any Orders of Protection between these parties? No**
- y. **Is there any other litigation between these parties? No**

VENUE AND JURISDICTION

Plaintiff has resided in Tennessee for more than 6 months. Defendant lives in Williamson County, Tennessee. The parties separated in Williamson County, TN. As such proper Venue and Jurisdiction lies in Williamson County, Tennessee.

AVERMENTS

- 2. **Plaintiff has been a bona fide resident of Tennessee for more than six (6) months.**
- 3. **Grounds for divorce relied upon by the Plaintiff:**
T.C.A. 36-4-101 a (14) irreconcilable differences. There is no hope in this matter of reconciliation. Husband is guilty of inappropriate marital conduct, T.C.A. 36-4-101 a (11).
- 4. **The parties own real property.**
- 5. **The parties have accumulated marital debt.**
- 6. **The parties own personal property, vehicles, and numerous pets.**
- 7. **The Defendant is unemployed and refuses to work to help support the marital estate. The Defendant claims his "job" is to keep the home books and make home improvements, but he actually does very little day to day and is completely inefficient and wasteful with time and marital resources.**
- 8. **The Defendant is verbally and emotionally abusive to the Plaintiff. He yells loudly and**

intimidates the Plaintiff to get her to do what he wants, escalating conflicts and prolonging arguments until the Plaintiff gives in to his demands. When not directly using verbal assaults, the Defendant daily criticizes and belittles the Plaintiff with hurtful teasing, mocking, and "joking".

9. The Defendant has become reclusive and isolated, refusing to leave the home and participate productively in society. He demands that the Plaintiff spend more and more time at home with him, and the Defendant voices angry complaints, insults, and threatens "consequences" when the Plaintiff pursues her own activities and socialization outside the home.

10. The Defendant has threatened to damage marital property, in order to force the Plaintiff to comply with his commands. He has verbally threatened to kick in her car door, to take a sledgehammer to the house windows, to burn down the house, and the like.

11. The Defendant has been diagnosed with ADHD and Generalized Anxiety Disorder and does not naturally keep a 24-hour circadian rhythm. These common conditions are controlled by medication, for which he sees medical professionals on a regular basis. Regardless, The Defendant is able-bodied, skilled, and very capable of working, he just refuses to work outside the home.

12. Defendant is extremely controlling and desires to dictate many facets of Plaintiff's life, including when and how she spends money, where she is "allowed" to go when she leaves the house, who she is "allowed" to talk to and what she talks about, and all details of how the home is kept. He does not allow the Plaintiff to have any information that he doesn't have access to; he keeps records of all of her account passwords and login credentials, and he keeps copies of all of her credit cards and bank accounts for his own use.

13. Defendant has a Jekyll and Hyde personality and will fly into a rage when the Plaintiff does not behave as he wishes. Defendant regularly uses verbal abuse to try to manipulate

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Plaintiff, threatening to destroy valued personal property or threatening to ruin her financially by running up her credit cards, and similar psychological attacks with angry shouting.

14. Defendant fights with Plaintiff almost daily over petty issues and minor decisions, notwithstanding the fact that he is indecisive and changes his mind often, and it is difficult for him to make simple day to day decisions without wasting a tremendous amount of time

~~vacillating, researching, and starting arguments.~~

15. The Defendant has stalked the Plaintiff by secretly accessing her personal email accounts (both home and work) and the Plaintiff's cell phone during the middle of the night while Plaintiff was sleeping, and has deleted many emails and texts to Defendant, from him, or mentioning him, without Plaintiff's knowledge or permission, attempting to hide other evidence supporting the Plaintiff's above statements and fears concerning the Defendant's character.

16. Plaintiff has a fear for her safety around Defendant. At the time of the filing of this complaint Plaintiff will show that Defendant has threatened, among other things recently, the writings via text that are attached to this Complaint for Divorce as Exhibit 'A', which were captured before he invaded the Plaintiff's privacy and deleted off her phone.

Are these threats of physical harm? or financial harm? Both? Plaintiff is not sure but believes at this point Defendant is capable of anything and seems to think he has nothing to lose.

The afore-mentioned litany is all proof of Defendant's Inappropriate Marital Conduct, and the Plaintiff looks forward to presenting documentation of all this, plus more, in this court in this action.

17. No rational person would threaten and speak to his spouse in the manner demonstrated by the Defendant's texts. Plaintiff fears Defendant, both physically and emotionally as well as the financial harm he seems looking to do to the parties' martial estate. The ongoing and frequent

confrontation and fear has generally made her life with him unbearable.

WHEREFORE, PLAINTIFF PRAYS:

1. That Plaintiff be awarded a Final Decree of Absolute Divorce on the grounds of Irreconcilable Differences or Inappropriate Marital Conduct;
2. For the Court to approve the Marital Dissolution Agreement, should the parties agree to enter into one.
3. For all right, title, and interest in the personal property already in the Husband's possession to be divested out of the Wife and vested in the Husband as his separate property;
4. For all right, title, and interest in the personal property already in the Wife's possession to be divested out of the Husband and vested in the Wife as her separate property;
5. For the court to task costs, if necessary and award Wife her reasonable costs of prosecuting this matter, including a reasonable attorney's fees.
6. That the Plaintiff be awarded such general relief to which the Plaintiff may prove entitled including, but not limited to, those items prayed for above;
7. That the Defendant be served with this suit and be required to answer as prescribed by law;
8. For the court to make an equitable distribution of the marital assets in this cause and deem non-marital property and assets separate.
9. That this court grant either an ex parte or non-ex parte restraining order, or Order of Protection, to protect the Plaintiff, their property, and their marital estate.

Respectfully Submitted,


 W. Edward Porter IV, 033893
 Attorney for Plaintiff/Wife
 222 Second Avenue North, Suite 210
 Nashville, TN 37201
 615-250-8000 - phone
 615-242-5918 - fax
 Wedward.porter@hotmail.com

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STATE OF TENNESSEE)
COUNTY OF Davidson)

I, FAWN TIFFANY FENTON, being first duly sworn according to law, makes oath that I have read the foregoing Complaint for Divorce, knows the contents thereof, and that the same is true and correct to the best of my knowledge, information, and belief; that this Complaint is made for the causes mentioned therein; and that I am justly entitled to the relief therein sought.



[Signature]
FAWN TIFFANY FENTON

Sworn to and subscribed before me this 12th day of March, 2013.
Witness my hand and official seal.

[Signature]
Notary Public

My Commission Expires: 7/2/20

IN THE CHANCERY COURT OF WILLIAMSON COUNTY, TENNESSEE
WILLIAMSON COUNTY
CLERK & MASTER

Fawn Tiffany Fenton)
)
)
vs.)
)
Jeffrey Ryan Fenton)

2018 JUN 29 PM 12: 15

FILED FOR ENTRY 06/29/18

NO. 4726

TEMPORARY RESTRAINING ORDER

Pursuant to T.C.A. § 36-4-106 (d), it is hereby ORDERED as follows:

1. Each party is hereby restrained and enjoined from transferring, assigning, borrowing against, concealing or in any way dissipating or disposing of any marital property without permission of the Court or by consent order.
2. Expenditures from current income to maintain the marital standard of living, usual and ordinary costs of operating a business, and reasonable costs of this cause are not restricted by this injunction. Each party shall maintain records of all such expenditures and provide copies to the other party upon request.
3. Each party is restrained and enjoined from voluntarily canceling, modifying, terminating, assigning or allowing to lapse for non-payment of premiums any insurance policy of a party or in which a party or child of the parties has an interest without permission of the Court or by consent order.
4. Each party is restrained and enjoined from harassing, threatening, assaulting or abusing the other party and from making disparaging remarks about the other party to or in the presence of any children of the parties or to an employer of a party.
5. Each party is restrained and enjoined from hiding, destroying or spoiling, in whole or in part, any evidence electronically stored or on computer hard drives or other memory storage devices
6. Each party is restrained and enjoined from relocating any children of the parties outside the State of Tennessee or for more than 50 miles from the marital residence without permission of the Court or by consent order, except in the case of a removal based upon a well-founded fear of physical abuse against either the fleeing parent or the child. In such latter case, upon the request of the non-relocating parent, the Court will conduct an expedited hearing to determine the reasonableness of the relocation and to make such other orders as appropriate.

Nothing herein shall preclude the Court from revising, modifying or expanding the terms of this order pursuant to T.R.C.P. 65.07.

Entered this 29th day of June, 20 18.

[Signature]
Chancellor

Clerk's Certificate of Service

I hereby certify that a true and exact copy of the foregoing Order has been mailed or delivered to all parties and/or counsel of record.

This the 29th day of June, 20 18.

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[Signature]
Clerk and Master

EXHIBIT #22

Jeff Fenton

From: Fawn Fenton <[REDACTED]>
Sent: Thursday, August 30, 2018 11:43 AM
To: Jeff Fenton
Subject: Your questions on my proposal

2020 FEB 19 PM 1:14

FILED FOR ENTRY

Categories: 4-Email: Important Information

Hello,

Responding to a couple of your texts...

Yes, I had sent the first draft of this to Sandy on Monday. She had some suggestions, and so I made some changes on Tuesday and set the offer to you on Wednesday. Sandy thinks this is a very good offer, feel free to talk to her about it.

I have not figured your future taxes in any way. But based on the calculations below, you only need about \$20K in income annually for this to work, and the house mortgage interest writeoff is about \$12K, so your tax obligations would be pretty minimal, if you had to pay anything at all.

I did figure the following for your monthly cash-flow:

If Jeff lives at Sunnyside

Monthly Expenses:

Quarterly Pest Control (\$60 qtr.)	\$	20.00
Piedmont Gas	\$	30.00
GeoAlarm & Monitronics	\$	17.00
NES Electric	\$	280.00
Comcast	\$	50.00
HVUD - Sunnyside Water	\$	24.00
Waste Industries (\$69 quarterly)	\$	23.00
(Allot for Annual Expenses below)	\$	79.00

Total Sunnyside Other Bills \$ **523.00**

Jeff Annual Expenses:	Yearly:	Monthly:
Tweetie annual exam	\$ 200.00	\$ 16.67
Amazon Prime	\$ 120.00	\$ 10.00
Termite Contract	\$ 195.00	\$ 16.25
Buick LeSabre Tag Registration	\$ 125.00	\$ 10.42
Tax Return Professional	\$ 300.00	\$ 25.00
	<hr/>	<hr/>
	\$ 940.00	\$ 78.33

Jeff Other Living Expenses

Food - Groceries	\$	550.00
Personal Care (Haircuts)	\$	35.00
Toiletries	\$	30.00
Pet Food/Supplies	\$	20.00

Home Maintenance Misc.	\$	50.00
Counseling with Terry Huff	\$	200.00
Automobile Gas	\$	90.00
Car Insurance	\$	150.00

Jeff Other Living Expenses	\$	1,125.00
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Jeff pays these:

Sunnyside Expenses	\$	523.00
Jeff Living Expenses	\$	<u>1,125.00</u>

Jeff Needs Monthly:	\$	1,648.00
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Rent large bedroom	\$	800.00
Rent corner bedroom	\$	<u>600.00</u>
	\$	1,400.00

need income from somewhere:	\$	248.00
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EXHIBIT #23

Jeff Fenton

From: Fawn Fenton <[REDACTED]>
Sent: Thursday, August 23, 2018 3:06 PM
To: Jeff Fenton
Cc: Sandy Arons
Subject: RE: Financial Considerations to Keep in Mind

2020 FEB 19 PM 1:14

FILED FOR ENTRY

Fuck no, you are going to have to buy me out.

From: Jeff Fenton <[REDACTED]>
Sent: Thursday, August 23, 2018 2:02 PM
To: Fawn Fenton <[REDACTED]>
Cc: Sandy Arons <sandyarons@getsmartdivorce.com>
Subject: Re: Financial Considerations to Keep in Mind

Nice that you made that choice for me too!

So are you willing to surrender your equity in this house to me, so that I can try to keep our home, so that all isn't lost?

Jeff Fenton
METICULOUS.tech

Sent by my iPhone

EXHIBIT 24

Jeff Fenton

From: Sandy Arons <sandyarons@getasmartdivorce.com>
Sent: Friday, July 27, 2018 11:06 AM
To: Jeff Fenton
Subject: RE: Alimony

2020 FEB 19 PM 1:14

FILED FOR ENTRY _____

Categories: 4-Email: Important Information

Yes, I told Fawn the range for alimony is about 22.5% of her gross income.

Sandy

Sandy Arons, MBA
Certified Divorce Financial Analyst
Certified Financial Divorce Specialist
Accredited Financial Counselor & Mediator
750 Old Hickory Blvd.
Building Two, Suite 150
Brentwood, TN 37027
Tel: 615-376-8204 Fax: 615-376-8121
email: sandyarons@getasmartdivorce.com
website: www.getasmartdivorce.com

From: Jeff Fenton [mailto:Jeff@Meticulous.tech]
Sent: Friday, July 27, 2018 9:57 AM
To: Sandy Arons <sandyarons@getasmartdivorce.com>
Subject: Alimony

Hello Sandy,

Have you told Fawn yet how much alimony is going to be? The general ballpark?

Has she swallowed that pill yet?

I want to talk to her about some options with the house, but I need to understand if she knows this yet.

Thanks!

JEFF FENTON
METICULOUS.TECH
(615) 837-1300 OFFICE
(615) 837-1301 MOBILE
(615) 837-1302 FAX

TECHNICAL CONSULTING, SERVICES, AND SOLUTIONS,
WHEN IT'S WORTH DOING RIGHT THE FIRST TIME!

SUBMIT OR RESPOND TO A SUPPORT TICKET [HERE](#).

A DIVISION OF METICULOUS MARKETING LLC

Jeff Fenton

From: Jeff Fenton
Sent: Wednesday, August 8, 2018 5:24 PM
To: Sandy Arons
Cc: Fawn Fenton; Fawn Fenton ([REDACTED])
Subject: RE: Marital Dissolution Agreement

Please hold-up Sandy. Fawn is saying that she can not afford the \$2k per month in alimony, only \$1,600 per month instead, which I simply can not live on, without sleeping under bridges.

We need to figure out how Fawn can afford this, or I will need to revert back to trying to figure out how I can afford the property.

We should be updating you shortly.

Thanks!

JEFF FENTON
METICULOUS.TECH
(615) 837-1300 OFFICE
(615) 837-1301 MOBILE
(615) 837-1302 FAX

TECHNICAL CONSULTING, SERVICES, AND SOLUTIONS,
WHEN IT'S WORTH DOING RIGHT THE FIRST TIME!
SUBMIT OR RESPOND TO A SUPPORT TICKET [HERE](#).
A DIVISION OF METICULOUS MARKETING LLC

From: Sandy Arons <sandyarons@getsmartdivorce.com>
Sent: Wednesday, August 08, 2018 5:16 PM
To: Jeff Fenton [REDACTED]
Cc: Fawn Fenton <fawn.fenton@live.com>; Fawn Fenton ([REDACTED]) < [REDACTED] >
Subject: RE: Marital Dissolution Agreement

I will outline the settlement in a document called a Memorandum of Understanding. It is not a fill in the blank process. Then, Fawn's attorney will draft the Marital Dissolution Agreement.

Sandy

Sandy Arons, MBA
Certified Divorce Financial Analyst
Certified Financial Divorce Specialist
Accredited Financial Counselor & Mediator
750 Old Hickory Blvd.
Building Two, Suite 150
Brentwood, TN 37027
Tel: 615-376-8204 Fax: 615-376-8121
email: sandyarons@getsmartdivorce.com

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Jeff Fenton

From: Fawn Fenton <[REDACTED]>
Sent: Saturday, August 4, 2018 1:24 PM
To: Jeff Fenton
Subject: RE: OUR HOME

Hello,

I am not theoretically opposed to you keeping the house, but I don't know how financially we could make that happen. Maybe there is a way we can make a deal like, I keep paying the current mortgage payment and 2nd mortgage payment for the next 6 years or so instead of giving you alimony payments. The financing would have to stay as it is in my name until you can rebuild your credit. When you can re-build your credit and have a job and all, then you could re-fi the house into your own name and cash me out my equity. That plan would suck for the credit card debt, though, as I was counting on the house equity (after sale of the house) to pay off both of our credit card debts. What are your thoughts.

From: Jeff Fenton [REDACTED]
Sent: Friday, August 3, 2018 5:36 PM
To: Fawn Fenton <fawn.fenton@live.com>; Fawn Fenton ([REDACTED] <fawn.[REDACTED]outlook.com>
Subject: OUR HOME

Hello,

Since you don't want to keep our home, how do you feel about me keeping it?

I can't see HOW I could POSSIBLY move back into an apartment with all my STUFF in the crawl space! That is the MAJORITY of the "valuables" that I own! And I already threw away a TON when I moved from the Duplex to Sunny Side.

Please share your thoughts, so we can work together towards a solution, rather than just wasting money on legal fees.

Thanks.

JEFF FENTON
METICULOUS.TECH
(615) 837-1300 OFFICE
(615) 837-1301 MOBILE
(615) 837-1302 FAX

TECHNICAL CONSULTING, SERVICES, AND SOLUTIONS,
WHEN IT'S WORTH DOING RIGHT THE FIRST TIME!

SUBMITOR RESPOND TO A SUPPORT TICKET [HERE](#).
A DIVISION OF METICULOUS MARKETING LLC

website: www.getsmartdivorce.com

From: Jeff Fenton [<mailto:Jeff@Meticulous.tech>]

Sent: Wednesday, August 8, 2018 2:45 PM

To: Sandy Arons <sandyarons@getsmartdivorce.com>

Cc: Fawn Fenton <[REDACTED]> Fawn Fenton <[REDACTED]>

Subject: Marital Dissolution Agreement

Hello Sandy!

Do we get the Marital Dissolution Agreement from you or Fawn's attorney?

If from you, is it a blank form that we fill out, if so please send it, or do we need to wait for some computations that you are working on?

Please advise.

Thanks!

Jeff Fenton
METICULOUS.tech

Sent by my iPhone

EXHIBIT # 25

Jeff Fenton

From: Fawn Fenton <[REDACTED]>
Sent: Wednesday, May 2, 2018 5:20 PM
To: Jeff Fenton
Subject: Budget
Attachments: Fawn-Jeff Budget Apart 2018.pdf

2020 FEB 19 PM 1:14
FILED FOR ENTRY

Hello,

Attached is the "budget" that I believe is realistic for the upcoming year. With my salary as the only support, I actually come up short about \$110 per month. And this is without any other little things for either of us, at all. In real life, we each probably spend \$100 to \$200 per month on little discretionary extras here and there.

In the short term, I should be able to pay for everything listed on this sheet, except that the BofA Rewards card and the Capital One card will not have their balances paid in full like we usually do. I will have to see how things go over the next 2-3 months... if your expenses all go on the BofA rewards card, then the amount due for that card will go up, and the Capital One card (which I will continue to use) the amount due should go down. So maybe I can figure out how to pay in full one of those each month to avoid interest charges, but the other one will start to accumulate a balance with interest. So in a few weeks, I might see if I can find a new card with lower interest, for one of us to use. For example, if we want to get rid of the BofA Rewards card, then I could balance-transfer that one to a new lower interest card; and then I could pay off the Capital One every month, but only pay what I can afford on the new card, which will have a gradually increasing balance.

So, if you can contribute financially even a little, I would really appreciate it. I am not trying to "require" you to contribute, but just letting you know where I stand without you paying for anything (credit card debt will gradually increase over time.)

Let me know what you think.

Thanks,

Fawn

Fawn and Jeff Budget for Living Apart in 2018:

Sunnyside bills		Typ Monthly
1st-6th	Sunnyside Mortgage	\$ 1,850.00
26th-28th	Bancorp South (2nd Morg. SS)	\$ 210.00
1st-4th	Piedmont Gas	\$ 30.00
28th - 2nd	GeoAlarm & Monitronics	\$ 17.00
4th - 5th	Progressive Car Insurance (both)	\$ 135.00
23rd	NES Electric (varies)	\$ 241.00
20th - 23rd	Comcast	\$ 50.00
23rd	HVUD - Sunnyside Water	\$ 24.00
23-24th	AT&T Wireless	\$ 127.00
27th	Waste Industries (\$69 quarterly)	\$ 23.00
Total SunnySide Bills		\$ 2,707.00
<i>Sunnyside Bills n.i.c. mortgages</i>		<i>\$ 647.00</i>

Other Fixed Sunnyside Expenses		
30th	Walden's Puddle	\$ 50.00
16th	Compassion International	\$ 38.00
18th	Netflix	\$ 16.00
	Pest Control (SS - \$60/qtr)	\$ 20.00
Other fixed expenses		\$ 124.00

Sunnyside (Jeff) Variable expenses		
	Automobile Gas	\$ 40.00
	Pharmacy Scrips	\$ 30.00
	Food - Groceries	\$ 180.00
	Food - Take-Out	\$ 300.00
	Electronics/Software	\$ 20.00
	Personal Care (Haircuts)	\$ 25.00
	Postage-Delivery	\$ 5.00
	Toiletries	\$ 30.00
	Pet Food	\$ 20.00
	Pet Supplies	\$ 10.00
	Home Maintenance Misc.	\$ 20.00
estimate SS/Jeff variable expenses		\$ 680.00

Budgeted SS/Jeff Costs: \$ 3,511.00

Unpredictable Expenses:
 Pet Veterinary
 Doctor/Medical
 Clothing

Annual Expenses:	Yearly:	Monthly:
Sarah Nexguard	\$ 240.00	\$ 20.00
Sarah Hartgard	\$ 100.00	\$ 8.33
Sarah Annual Shots	\$ 200.00	\$ 16.67
Amazon Prime	\$ 120.00	\$ 10.00
Termite Contract	\$ 195.00	\$ 16.25
Buick LeSabre Tag Registration	\$ 125.00	\$ 10.42
Prius Tag Registration	\$ 76.00	\$ 6.33
	\$ 1,056.00	\$ 88.00

,pay for with bonus? or save each month?

Fawn's Apartment bills		Typ Monthly
1st	Rent + Utilities	\$ 1,170.00
	Comcast/Internet	\$ 40.00
	NES Electric	\$ 150.00
Total apartment bills		\$ 1,360.00

amount: \$ 16,320.00

Other Fixed Fawn Expenses		
28th	Toyota Car Loan Payment	\$ 300.00
19th	Books on Tape	\$ 34.00
	Laundry	\$ 15.00
	Counseling for Fawn (2x/mo)	\$ 240.00
	Counseling for Jeff	\$ -
	Counseling Together (?)	\$ -
Other fixed expenses		\$ 589.00

\$ 2,880.00
\$ 2,880.00

Credit Card Payments:		
	Ascend FCU	\$ 50.00
	BofA Platinum Card	\$ 200.00
<i>(CapOne and BofA-Rew. Paid full)</i>		
Credit card payments		\$ 250.00

Misc. Fawn Variable Expenses		
	Misc Travel (Parking, Tolls)	\$ 5.00
	Automobile Gas	\$ 45.00
	Pharmacy Scrips	\$ 20.00
	Food - Groceries	\$ 250.00
	Food - Take-Out	\$ 150.00
	Toiletries	\$ 40.00
	Pet Food	\$ 20.00
	Pet Supplies	\$ 20.00
	Home Maintenance Misc.	\$ 10.00
estimate Fawn variable expenses		\$ 560.00

Budgeted Fawn/Apt Costs: \$ 2,759.00

Anticipated Total costs for both: \$ 6,270.00

Fawn's Net Salary \$ 6,160.00

Net monthly (deficit): \$ (110.00)

Deficit over a year: \$ (1,320.00)

684

EXHIBIT #26

OPERATIONS REPORT

1. AGENCY WILLIAMSON COUNTY SHERIFF'S OFFICE		2. PERSON RECEIVING COMPLAINT: 2265 - Dep. Warren P. Cagle		3. DATE/TIME RECEIVED 04/22/2018 21:29 24 HR. CLOCK		5. TIME ARRIVED 21:38		7. CASE NUMBER 2018-9643			
				4. TIME DISPATCHED 21:29		6. TIME COMPLETED 22:25					
8. NATURE OF INCIDENT DOMESTIC-VERBAL - Event #1804060888											
9. LOCATION OF INCIDENT 1986 Sunnyside Drive, Brentwood, TN 37027											
				LOCATION CODE 01		REPORTING ZONE 1		DISPATCH ZONE/SECTION 1			
				PATROL ZONE/GRID 1			OTHER ZONE/BEAT				
10. VICTIM COMPLAINANT ACCUSED VEHICLE Fenton, Fawn [REDACTED] - 1986 Sunnyside Drive, Brentwood, TN 37027											
11. ACTION TAKEN On 04/22/2018, at approximately 2138 hours I arrived at 1986 Sunnyside Drive, Brentwood, Tennessee, in reference to a Verbal Domestic call. Once on scene, I made contact with the complainant, Mrs. Fawn Tiffany Fenton. Mrs. Fenton she had informed her husband, Mr. Jeffery R. Fenton that she wanted a divorce. This led to a verbal dispute between Mr. And Mrs. Fenton. Mrs. Fenton felt unsafe as the argument escalated and contacted law enforcement. I spoke to both parties involved and concluded that the dispute was verbal only. Mrs. Fenton voluntarily elected to gather some belongings and go stay with a friend for a few days. FAWN CAME BACK TO THE HOUSE THE NEXT DAY, BY HERSELF, TO PICK-UP BUNNY HAY + WOOD CHIPS, PERFECTLY CALM, WHICH SHE COULD HAVE PURCHASED FROM ANY PET SUPPLY STORE FOR \$15.00. I CALMLY HELPED HER CARRY IT TO THE CAR, ASSISTING WITH ANYTHING ELSE SHE WANTED TO TAKE. THERE WAS NO FRICTION BETWEEN US, HER MIND WAS OBVIOUSLY MADE UP, I UNDERSTOOD AND ACCEPTED IT. I HELPED FAWN AS MUCH AS POSSIBLE, FOR THE MONTHS TO COME, AS SHE SLOWLY MOVED.											
12. CLASSIFICATION <input checked="" type="checkbox"/> General Police <input type="checkbox"/> Traffic <input type="checkbox"/> Emergency			13. HOW RECEIVED <input type="checkbox"/> Phone <input type="checkbox"/> On-View <input type="checkbox"/> Walk-in <input checked="" type="checkbox"/> Radio			14. DISPOSITION <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Complete <input type="checkbox"/> See Inv. Report		15. OFFICER ASSIGNED 2265 - Dep. Warren P. Cagle		17. DATE PRINTED MO DAY YR 05 / 02 / 2018	
						16. OFFICER SIGNATURE					

685

FRBP Violated: #3:19-bk-02693

TENNESSEE: #M2019-02059-COA-R3-CV (MILCO: 48419B)

JRF: 002: 1695:00

TNJudicial.org/cal/jf002.pdf

Williamson County Chancery Court Tennessee (Trial Court Records)

DOC: 002 | Page 695 of 719

Wednesday, May 02, 2018

Page 2 of 2

Others Involved

Seq. # 1	Person Type: Other	Involvement: Husband of Complainant	Name: Fenton, Jeffery R				
Home Address: 1986 Sunnyside Drive, Brentwood, TN 37027						Home Phone Number:	
Social Security Number:		Driver's License Number:	State:	Date of Birth:	Age:	Race:	Sex:

686

EXHIBIT #27

3/13/18, 5:42 PM to Fawn Fenton

2028 FEB 19 PM 1:14

FILED TO: **Hello.**

3/13/18, 5:42 PM from Fawn Fenton

Hello.

3/13/18, 5:51 PM from Fawn Fenton

**Sad day today.
I want divorce.
Met with lawyer to fill out papers.
Are you going to let me come home?
Will you damage property?
I sorry.**

3/13/18, 5:52 PM to Fawn Fenton

I would like for you to write on paper, everything that you expect for me to do, over the next 90 days, with specific realistic benchmarks, and then sign it.

That way it will end the emotional cyclone, whereby no matter what I do, it is never good enough for you.

Or what happens often, and is even worse, you charge me with a massive task in lieu of "working", then a very short while later you breathe hatred towards me, because I'm not "working" a "regular job".

You flip and flop back and forth, between telling me that you'd be pissed if I got a job this year, because so many other things like the finances, you claim are more important.

Then a day or two later, before I can get much traction, you do a complete 180 and curse me for not "working", and you and your family treat me like a "leach".

I need a very clear list of your expectations of me, along with a reasonable amount of time to complete them in, with your signed commitment that is "my share" for those 90 days. Please!

After which, maybe we'll try the same for another 90 days.

687

3/13/18, 5:54 PM to Fawn Fenton

Sad day for me too, I filed the deed and registered my car in my name again.

3/13/18, 5:55 PM to Fawn Fenton

I'm never going to hurt you. That's the craziest thing that I've ever heard!

3/13/18, 5:58 PM from Fawn Fenton

That's good, ty.
If I come home are you going to yell at me all evening?

3/13/18, 5:58 PM to Fawn Fenton

I just hope you didn't try to file for an "at fault" divorce, using lies and exaggerating threats, because then I'll have no choice but to tell the truth about everything.
The truth is the only context in which my side of the story makes any sense. No matter how much I want to protect you from the consequences of what you have clearly chosen to do... repeatedly... "buying the lie".

3/13/18, 5:59 PM to Fawn Fenton

That breaks my heart!

3/13/18, 6:02 PM to Fawn Fenton

I guess we know what you spent your Christmas bonus on.

3/13/18, 6:03 PM to Fawn Fenton

No, I won't yell.

3/13/18, 6:03 PM from Fawn Fenton

You and I both tell the truth. This is not about "believing the lie". It's because I can't live with the conflict any more.

3/13/18, 6:04 PM from Fawn Fenton

No I did not spend Christmas bonus on anything.

3/13/18, 6:04 PM from Fawn Fenton

My heart is broken too.

3/13/18, 6:05 PM to Fawn Fenton

It's about money Fawn... I hope you applied for a no fault divorce, instead of trying to blame me.

3/13/18, 6:07 PM from Fawn Fenton

**No it's not.
That's why this is un-resolvable.... you've made up your mind what the "truth" is, and you'll never believe me. You can't see.**

3/13/18, 6:08 PM to Fawn Fenton

If you were trying to apply for an order of protection and kick me out of my own house than that it is completely unfair I hope that's not what you're doing

3/13/18, 6:11 PM to Fawn Fenton

If you want a divorce, then you will get one. I'm no longer interested in reconciling with you, now that I truly understand how deeply your heart has betrayed me.

3/13/18, 6:11 PM from Fawn Fenton

Not yet. No clear physical threats.
I am afraid of you, though, the yelling and verbal assaults affect me terribly.

3/13/18, 6:13 PM from Fawn Fenton

I fd up and left my pod plugged in last night, and you found it and deleted a bunch of stuff. You read through my other docs?

3/13/18, 6:14 PM to Fawn Fenton

You have no reason to ever be afraid of me. All that I've tried to do is to protect you and help you reach the desires of your heart.

Any frustration I experienced, was because I had no idea, that you made your mind up months ago! And had already told others that you were divorcing me, while still lying to me, telling me that if I did xyz, we still had a chance.

3/13/18, 6:14 PM to Fawn Fenton

More than anything I feel completely betrayed.

3/13/18, 6:15 PM to Fawn Fenton

Not betrayed angry, just betrayed heart broken, that you've been so two-faced with me. That I was the last one to find out.

3/13/18, 6:17 PM to Fawn Fenton

You told me that you only went to one lawyer for one free consultation, when you schemed behind my back, to hit me as hard as you could, at my lowest possible point.

3/13/18, 6:17 PM to Fawn Fenton

It's like I don't even know you anymore.

3/13/18, 6:18 PM from Fawn Fenton

Yes, I'm so sorry, I did betray you. I have not made up my mind for months, though... I made up my mind on Feb 13, after we got in the fight over my car damage, and I saw how you absolutely would not tolerate me yelling back at you. After that (and the next day) I felt there is no hope, yelling is the only tool you have.

3/13/18, 6:21 PM to Fawn Fenton

That's so unfair! You intentionally, cognitively, chose to push me to my very edge, like some sort of intellectual experiment, then use the results to rationalize betraying me. I don't know who you are, except to look at your family.

You're certainly not the person that I fell in love with, or someone who has even shown me love in a long, long time.

3/13/18, 6:21 PM from Fawn Fenton

I was never planning to "hit you as hard as I could". I originally thought we could come to an agreement for a divorce. But after the car incident, you came completely unglued... texts... emails.... I got genuinely scared of you. I wanted only to keep the peace, because I felt like I didn't know you any more (either) and I didn't know what you were capable of.

3/13/18, 6:23 PM to Fawn Fenton

I need to drive, by cool springs, got emissions control test, went to register of deeds, went to county clerk, looking into opening a safe deposit box, I took your key last night and I no longer want you accessing my PO Box, ever please.

3/13/18, 6:24 PM from Fawn Fenton

I didn't "intentionally cognitively push you to the edge". I honestly didn't know how you would react... i hoped it would make you take a step back to see how damaging and fruitless yelling is.

691

3/13/18, 6:24 PM to Fawn Fenton

Now I need some money to hire an attorney... we were SO close... this is going to cost us both SO much...

3/13/18, 6:27 PM from Fawn Fenton

I know, may cost me everything. But I've decided it's worth it to get away from constantly having conflict at home. I cannot live this way.

3/13/18, 6:27 PM to Fawn Fenton

Fawn, be honest, you cognitively chose to physically escalate confrontations with me for a few months, because you had some crazy idea that would make me back down, when you KNOW that is the exact opposite of how I react to physical threats, getting in my face shouting, pointing, etc.. it was all a big science experiment for you.

3/13/18, 6:28 PM to Fawn Fenton

I've told you a hundred times that my heart will do ANYTHING for you, but that you'll never BEAT anything out of me! That's not how I'm wired!

3/13/18, 6:29 PM from Fawn Fenton

No, see, I am being honest but you don't believe me. You've decided what the "truth" is, and nothing I say can convince you otherwise.

3/13/18, 6:30 PM from Fawn Fenton

I am always the deceitful liar, and you know the "truth". The End.

692

3/13/18, 6:31 PM to Fawn Fenton

I'm merely repeating what you told me, almost verbatim... about your science experiment of escalating conflict to see if I would back down.

I believe in the end, you're telling the truth about conflict being what you hate the most, but we were so close to so much of this stress being gone, and now you've made it 100 times worse...

3/13/18, 6:32 PM to Fawn Fenton

I wish you knew how to dream and speak life to yourself.

3/13/18, 6:32 PM from Fawn Fenton

It's all my fault.

3/13/18, 6:32 PM to Fawn Fenton

That's the one thing that I could never do for you.

3/13/18, 6:34 PM to Fawn Fenton

It's not all your fault, but how this ended, is certainly based upon choices that you made, which I had no part in or say about. I never would have chosen to discard you and our family!

3/13/18, 6:34 PM to Fawn Fenton

I'm pulled over on the side of the road. I need to drive before a cop comes.

3/13/18, 6:35 PM from Fawn Fenton

Ok. I want to come home too.

693

3/13/18, 6:36 PM to Fawn Fenton

Please figure out how you can transfer some cash to me, for your car, do I can hire a good attorney.
Now all our money will go to attorneys... when we were so close.
But you've clearly decided... months ago. I just was the sucker who never saw it coming.

3/13/18, 6:37 PM to Fawn Fenton

Are you serving me papers tonight? Or who will, when?

3/13/18, 6:37 PM from Fawn Fenton

I didn't decide months ago.

3/13/18, 6:37 PM to Fawn Fenton

Right before the scariest health procedure that I've done in years, tomorrow morning.

3/13/18, 6:38 PM from Fawn Fenton

I don't know exactly. .. Friday would be earliest; maybe next week. Waiting for lawyer to get back to me.

3/13/18, 6:41 PM to Fawn Fenton

I believe that you decided a long time ago... but that's my opinion. I need to drive. See you at home. I don't want to argue, do please don't try to rationalize or make me see your side, or understand why our lives will never be the same. Maybe it is worth it to you, and I hope so, but you broke my heart in ways that words can't even explain. It will never be worth it to me! (Because of losing you and my family, not any of the stuff.)

3/13/18, 6:42 PM to Fawn Fenton

So are you blaming me in the papers, or simply seeking a fair no fault divorce?

3/13/18, 6:43 PM to Fawn Fenton

Please put yourself in my shoes, and ask how you would survive this, if you were me.

3/13/18, 6:48 PM from Fawn Fenton

I know, I'm so sorry. I've tried to put up with the conflict for years, because I knew how devastated you would be if we broke up, and I didn't want to do that to you. But I just can't keep going, it's killing me inside.

3/13/18, 6:49 PM from Fawn Fenton

"Irreconcilable Differences."

3/13/18, 6:54 PM to Fawn Fenton

Conflict is always a choice. You can never have conflict without at least two people trying to dominate each other with their opinions.
Without two people committed to changing each other's minds, more than they are committed to the other PERSON.
You know a divorce isn't God's will for us, or the reason that he brought us together.
You want to keep all the good and throw away all the bad, when EVERYONE is a mixture of both good and bad.
That's what you could never accept. That your feelings aren't always accurate. That you are an emotional roller coaster, especially since menopause began five years ago. You are relationally unable to commit to any path of progress, to believe there is ANY hope, to visualize and walk toward the light.
That breaks my heart! Since there isn't a dang thing that I can do about that!

645

3/13/18, 6:56 PM to Fawn Fenton

You refused to even TRY counseling... Instead you will throw away everything that we've built, just to go be lonely and hopeless again. How is that better? How is never rolling over to find me in the night, or never hearing my voice again, going to help you be happier?

3/13/18, 7:01 PM to Fawn Fenton

Gotta continue home... so sad! I can't believe that you would ever be afraid that I would hurt you, just because I don't want to be forced out of OUR dream! I won't ever physically hurt you. I sure hope you're not trying to assassinate my character to help you win points or money in a divorce. Own your 50% of this problem, or at the very least try to seek professional help, or we can together, before throwing our marriage away!

3/13/18, 7:02 PM to Fawn Fenton

But I think it has more to do with your trip to Africa, and how that embarrasses you in front of your family, more than any dumb incident with your car.

3/13/18, 7:04 PM to Fawn Fenton

So how do I get a lawyer? I'm not going to go beg my mom for her last dimes.

3/13/18, 7:04 PM to Fawn Fenton

Kick a man while he is down...

3/13/18, 7:05 PM from Fawn Fenton

You keep guessing and assuming various reasons for my decision, and you don't believe what I say.

3/13/18, 7:05 PM to Fawn Fenton

You were all I ever wanted.

696

3/13/18, 7:07 PM to Fawn Fenton

You haven't told ME anything that comes close to justifying such an extreme, emotionally violent, family and life destroying event, such as a divorce.

3/13/18, 7:09 PM to Fawn Fenton

We certainly won't have "less conflict", unless you just prefer us crying every night and accepting that there is no hope, over just finishing what we started, so we could make it to the other side.

3/13/18, 7:09 PM from Fawn Fenton

It's the arguing. I can't take anymore. If that's not enough "justification" for you, well, you invent whatever other reasons you think.

3/13/18, 7:10 PM to Fawn Fenton

I don't know HOW you can rationalize that it is even possible for our lives to remain so conflict driven, if the greatest source of conflict was completely cured. That's not even rational to me.

3/13/18, 7:12 PM to Fawn Fenton

Then don't argue! What are you afraid of if you simply quit emotionally fighting me? Can it be worse?

3/13/18, 7:17 PM from Fawn Fenton

I have to try to stand up for myself, otherwise everything is your way. You think you know best, and you smother me.

3/13/18, 7:26 PM to Fawn Fenton

Every significant thing that I've ever bought or done was for YOU.

- 607

3/13/18, 7:26 PM to Fawn Fenton

That is a childhood wound from your mom, not me.

3/13/18, 7:28 PM to Fawn Fenton

This "sticking-up" for yourself, if that's what you call it, is what Kriss did, I guess.

3/13/18, 7:32 PM to Fawn Fenton

You completely consumed everything that I had, everything that I had to give, now you're discarding me.

3/13/18, 7:33 PM to Fawn Fenton

And somehow you call it "standing-up" for yourself.

3/13/18, 7:35 PM to Fawn Fenton

Just got home, puppy is lonely. Come home. I'm done discussing it for tonight. Can you please sleep in another bedroom? I can clean out the bigger one with my old bed, if you want. I don't expect to be taking that with me.

3/13/18, 7:35 PM to Fawn Fenton

So which attorney did you settle on?

3/13/18, 7:36 PM from Fawn Fenton

Ok.

698

3/13/18, 7:39 PM to Fawn Fenton

I hope you didn't assassinate my character, and make any dumb statements about one of my rants, which you know are just that. Wanting to say anything that will stir your heart, but completely unable to reach it.

3/13/18, 7:42 PM to Fawn Fenton

If you tried to portray a "one-off" fit as your daily reality, that would be so damaging, unnecessary, and untrue. Then you've started a massive brawl rather than seeking less conflict and more peace.

Please tell me that you didn't force me into that corner, to need to defend myself?

3/13/18, 7:43 PM to Fawn Fenton

Even in divorce, I will give you far more than you'll ever be entitled to take from me!

3/13/18, 7:44 PM to Fawn Fenton

It breaks my heart though!

3/13/18, 7:46 PM to Fawn Fenton

The misrepresentation, the carnage, the purposeless character assassination. Please let's both agree not to go that route!

3/13/18, 7:46 PM to Fawn Fenton

That only furthers Satan's desire to destroy us both!

3/13/18, 7:48 PM to Fawn Fenton

What happens if you back any creature in the world into a corner, while charging at them? Even our cute little possums.

- 699

3/13/18, 7:49 PM to Fawn Fenton

We can get divorced. You can buy me out of the house. We can try to workout something fair between us, just let's try to part as friends.

3/13/18, 7:51 PM from Fawn Fenton

Really? You'd cooperate?

3/13/18, 7:52 PM to Fawn Fenton

Everyone in your family thought that I did the right thing with your job, except you hated ME for it. That's when this began to evolve into something worse.

3/13/18, 7:52 PM from Fawn Fenton

I would want to stay your friend, there is so much I really do love about you, but I can't live with you any more.

3/13/18, 7:53 PM to Fawn Fenton

I'll work with you if you don't attack me. Otherwise you leave me little choice except to lay my life down for you, and I've already done that once....it hurts!

3/13/18, 7:55 PM to Fawn Fenton

That's so nuts! I don't know if I could "stay" your friend, but at least I'd like to part that way.

3/13/18, 7:55 PM to Fawn Fenton

I really hope they find a big brain tumor tomorrow!

700

3/13/18, 7:56 PM to Fawn Fenton

I'd rather just die right here at home than need to figure out what is next.

3/13/18, 7:57 PM to Fawn Fenton

I don't want to leave.

3/13/18, 7:58 PM to Fawn Fenton

I don't have anywhere else to go.

3/13/18, 7:58 PM to Fawn Fenton

I gambled everything on this.

3/13/18, 7:58 PM from Fawn Fenton

I thought you would hate me for this, and you would make me as miserable as possible to get back at me.

3/13/18, 7:59 PM to Fawn Fenton

Your family won!

3/13/18, 7:59 PM to Fawn Fenton

You obviously don't even know who I am.

3/13/18, 8:00 PM to Fawn Fenton

My grandmas painting, my grandpas pool table.

3/13/18, 8:00 PM from Fawn Fenton

You forced me to choose. So yes, my family won.

3/13/18, 8:00 PM to Fawn Fenton

I'm never going to take them with me.

3/13/18, 8:01 PM to Fawn Fenton

I didn't force you. You were supposed to be my wife! They've had their chance at mates!

3/13/18, 8:02 PM to Fawn Fenton

Now we get to be just as miserable!

3/13/18, 8:02 PM to Fawn Fenton

You wouldn't have chosen them over me in the beginning.

3/13/18, 8:02 PM to Fawn Fenton

You wouldn't have!

3/13/18, 8:03 PM to Fawn Fenton

You probably would have agreed with me.

3/13/18, 8:04 PM from Fawn Fenton

That was 13 years ago. A lot has changed.

3/13/18, 8:04 PM to Fawn Fenton

I'm not going to tell anyone about this. Not my mom, not anyone. So please don't tell anyone I'm forced to see, like our neighbors, until I am gone forever.

3/13/18, 8:05 PM to Fawn Fenton

Once I figure out where to go and how to support myself again

3/13/18, 8:06 PM to Fawn Fenton

You weren't supposed to leave me and cleave to your family. That is the opposite of what the Bible teaches.

3/13/18, 8:06 PM to Fawn Fenton

It was time to leave them and cleave to me.

3/13/18, 8:08 PM to Fawn Fenton

If you put anything hurtful or damaging in the divorce papers, please have that part taken out, before I am served, and we can skip the whole destroying each other part.

3/13/18, 8:08 PM from Fawn Fenton

I really really tried to cleave to you, but the conflict has always been toxic to me. I can't take any more.

3/13/18, 8:09 PM to Fawn Fenton

Just make it unreconcilable differences, and we can try to figure out terms. It will never help me give you more to have some asshole lawyer trying to beat it out of me. Then it's just a sport, and you mean a lot more to me than that.

3/13/18, 8:10 PM to Fawn Fenton

We were on the hardest fucking year! When you need to cleave the most, not the least!

3/13/18, 8:11 PM to Fawn Fenton

You haven't really tried to cleave to me for a long long time.

3/13/18, 8:12 PM to Fawn Fenton

You would buy food, cook something, or try to do something that you thought that you ought to do. You have served me often, but I can't remember the last time that you cleaved to me.

3/13/18, 8:12 PM from Fawn Fenton

Ok i will call lawyer tomorrow and tell him I want to revise the petition, if you will try to work with me.

3/13/18, 8:13 PM to Fawn Fenton

Ok... no mean shit! We don't need to destroy each other more than we already have and are.

3/13/18, 8:15 PM to Fawn Fenton

Now try to figure out how I can have a life again, and I won't even hire an attorney, if you can be fair.

3/13/18, 8:17 PM to Fawn Fenton

But I never want to hear from your attorney, negotiate with him, or talk to him. I never want to need to tell him, or anyone else my story. I'll only negotiate peacefully with you.

3/13/18, 8:19 PM to Fawn Fenton

If someone comes at me hard I have nothing left that I care about, to lose. It's conflict for sport then, and still I'll never physically harm you or our pets... that was such bullshit!

3/13/18, 8:19 PM from Fawn Fenton

Ok. Thank you. I was truly afraid you would be blinded by rage and hurt, (understandably so).

3/13/18, 8:20 PM to Fawn Fenton

I'm the gentle est person that you've ever known with pets. I couldn't believe you would say such hurtful things about me!

3/13/18, 8:21 PM to Fawn Fenton

I am hurt... my family and my life just ended... but that never causes me to want to hurt the ones I love. I don't understand why nobody gets that.

3/13/18, 8:23 PM from Fawn Fenton

I didn't say anything, you said everything yourself. I never ever thought you might hurt me, until now; after the texts and emails, I thought you might be capable of anything.

3/13/18, 8:28 PM to Fawn Fenton

If you sue me for a divorce, than I must get an attorney, and regardless of what outlandish claims you make, and the shit I'm forced to resort to in order to even somewhat fairly defend myself, we all know that in the end you are going to HAVE to pay both our legal fees, because I don't have any money.

Surely it's not going to be to your benefit for me to be forced to justify why I have no job, credit, or money to the courts. So don't put me in that position!

You think up what is a FAIR offer all on your own (without dickhead attorney), then you present it yourself to me, and we discuss the pros and cons for us each.

When we have agreement (hopefully in a few weeks), then we'll go to same attorney together, even if different one, and do cheap "no fault" divorce.

3/13/18, 8:29 PM to Fawn Fenton

Fighting in courts takes MONTHS and the only ones it benefits are the attorneys.

3/13/18, 8:30 PM to Fawn Fenton

I don't want to spend the last of our time together that way.

3/13/18, 8:30 PM to Fawn Fenton

Just try to figure out what happens to me...

3/13/18, 8:32 PM to Fawn Fenton

I can't chat anymore... crying too hard, can't breathe, need to see pets while I can, and phone battery about dead. Thanks

3/13/18, 8:33 PM from Fawn Fenton

Ok. I actually had been trying to think of a reasonable offer for you at first (before the texts) so it won't take me long to do that now.

3/13/18, 8:34 PM to Fawn Fenton

Just fire your attorney, have him return the rest of your retainer, and we'll get cheap \$700 divorce, once we figure out how to fairly split stuff, without publicly airing dirty laundry and destroying each other. Please.

3/13/18, 8:34 PM from Fawn Fenton

Ok. Me crying too.

3/13/18, 8:35 PM to Fawn Fenton

We'll get an "us" attorney. Just like this used to be an "us" house, and an "us" family

3/13/18, 8:38 PM from Fawn Fenton

My attorney can do it. Initial retainer is non-refundable. (Two attorneys actually, partners.)

3/13/18, 8:38 PM to Fawn Fenton

I bet Ken is excited! And your mom!

3/13/18, 8:41 PM to Fawn Fenton

I don't want to speak to attorneys, go to court, or have anything damaging said about either of us.

3/13/18, 8:42 PM from Fawn Fenton

I was so convinced you were going to try to destroy me, I was too afraid to ask you for an agreement.

3/13/18, 8:42 PM to Fawn Fenton

You and me work it out, then I don't care who writes it up, but they must change roles to be a "facilitator", rather than being your "agent", while I have no legal representation.

3/13/18, 8:43 PM to Fawn Fenton

You don't even know who I am, sadly

3/13/18, 8:47 PM to Fawn Fenton

Only reason I deleted tax docs off your drive today, is because they were unencrypted... openly exposed... removed from our home encryption server and left out in the open.

I left everything else which appeared to be your calculations, summaries, drafts, divorce work, etc..

Not trying to remove damaging stuff, as obviously your brother has helped you, along with his email he setup for you.

I feel betrayed by him too, after what you just told me that he and your dad said about sticking it out last weekend.

3/13/18, 8:49 PM to Fawn Fenton

But more than anything, it all just broke my heart, and showed me how far off my bartomeyer is with where you are at.

3/13/18, 8:51 PM to Fawn Fenton

The exact reasons that I've been freaking out and blocking you out of the server was dead on, but sadly a couple months late. Some of those correspondences date back to January.

3/13/18, 8:51 PM from Fawn Fenton

That's been hard for me for a long time.... you always thought you knew where my heart was, but you didn't, and no matter what I said, you couldn't hear me.

3/13/18, 8:52 PM to Fawn Fenton

It broke my heart, but I knew I had to file the deed and title before you served me papers, because then you're legally paralyzed.

3/13/18, 8:53 PM from Fawn Fenton

Filing deed and car is fine. Doesn't really change anything.

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Appendix 14-1

IN THE COURT OF APPEALS OF TENNESSEE
MIDDLE DIVISION, AT NASHVILLE

JEFFREY RYAN FENTON,
Appellant/Ex-Husband,

v.

FAWN ██████████ FENTON,
Appellee/Ex-Wife.

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COA #M2019-02059-COA-R3-CV
Docket #48419B

**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.**

**APPELLANT'S MOTION TO ESCALATE THIS CASE
TO THE TENNESSEE SUPREME COURT**

**I NEED HELP!!! I CAN'T DO THIS ON MY OWN, WITH MY
DISABILITIES, WITHOUT COUNSEL; BASED UPON THE
CORRUPT JUDICIAL POWERS I AM UP AGAINST, WITH
JUDGE MICHAEL W. BINKLEY AND VIRGINIA STORY.**

**THE JUDICIAL CANONS AND THE TENNESSEE CONSTITUTION,
SAY NOTHING ABOUT VALUING COURT PROCEDURES OVER THE
CITIZENS OF TENNESSEE. QUITE THE OPPOSITE. I CAN'T GET
ANYONE TO HELP ME. PLEASE CHECK ALL THE APPELLATE
COURT ATTEMPTS I MADE. EVERYTHING FILED BY STORY AND
AUSBROOKS WAS FRAUDULENT, RUBBER STAMPED BY JUDGE
BINKLEY. I CAN NOT WORK WITH THIS FRAUDULENT "OP" ON ME.
MY MOTHER HAS AN IMMUNITY DISORDER. THE COURT ALREADY
SEIZED MY \$500k BRENTWOOD HOME, FOR FREE, WITHOUT DUE
PROCESS. THEY HAD THE POLICE FORCE ME OFF MY PROPERTY.
THEY DENIED MY RIGHT, TO TAKE MY PERSONAL PROPERTY.
IT WAS INSANELY INHUMANE! NOW I CAN'T EVEN WORK!**

**I KNOW THAT THIS ISN'T CAUTIOUSLY WORDED, TO BE
UNOFFENSIVE, BUT I HAVE FILED A THOUSAND PAGES WITHOUT
THE BENEFIT OF A SINGLE WORD. I AM INCLUDING MY ETHICS
COMPLAINT AGAINST VIRGINIA LEE STORY, TO BETTER EXPLAIN.
I WILL PROVIDE MORE INFO OVERNIGHT. PLEASE HELP!!!
I SWEAR, I HAVE DEFINITIVE EVIDENCE, WITH NOT JUST ONE,
BUT TWO "SMOKING GUNS" IN THIS CASE!**

PLEASE KEEP IN MIND MY ADA REQUEST ON FILE. THIS DOCUMENT IS ONLY IN DRAFT FORM, BECAUSE I DON'T HAVE ENOUGH TIME OR THE ABILITY TO CONCISELY ARTICULATE THE DEPTH AND BREADTH OF FRAUD I HAVE EXPERIENCED.

MS. STORY WOULD SAY ONE THING BEFORE COURT, SOMETHING TOTALLY DIFFERENT IN COURT, AND SOMETHING COMPLETELY OPPOSITE AFTER LEAVING THE COURT. WHILE AS A PRO SE IN THE 21st JUDICIAL DISTRICT, I WAS DENIED THE ABILITY TO PARTICIPATE IN THE PROPOSED/AGREED ORDER PROCESS.

EVEN IF I CAN'T OUT-FIGHT TWO CORRUPT(ABLE) ATTORNEYS AND ONE CORRUPT(ABLE) JUDGE, I SHOULD STILL BE ALLOWED TO SURVIVE AND PROVIDE FOR MYSELF, AFTER THE COURT, UNJUSTLY, TOOK EVERYTHING I OWNED.

THERE ARE BOOKMARKS THROUGHOUT THIS DOCUMENT, WITH CHRONOLOGICAL CONVERSATIONS. SINCE I CAN'T WRITE AN "APPELLANT BRIEF", DUE TO THE ABSURD LEVEL OF FRAUD, MY GOAL HERE IS TO LINE-UP ALL CONVERSATIONS WITH MS. STORY, BOTH INSIDE AND OUTSIDE COURT, TO CLEARLY SHOW HER FOUL-PLAY.

THIS DOCUMENT IS NOT FINISHED, BUT IF YOU LOOK AT THE PORTION FROM THE 8/1/2019 HEARING, TO THE FRAUDULENTLY BASED "DEFAULT" JUDGMENTS, IT IS CLEAR THAT MS. STORY BROKE EVERY SINGLE OATH OF OFFICE AND A SLEW OF FEDERAL LAWS, TO LITERALLY HARM ME AS MUCH AS POSSIBLE.

THIS IS IMMEDIATELY DUE IN COURT, SO I AM FILING THIS WITHOUT FINISHING IT FIRST. IF NOTHING ELSE, PLEASE LISTEN TO THE AUDIO RECORDING FROM 8/29/2019, WHILE FACT CHECKING EVERYTHING THAT VIRGINIA LEE STORY AND CHANCELLOR MICHAEL W. BINKLEY SAID, WITH THE PREVIOUS HEARING AND JUDGMENT ON 8/1/2019.

PLEASE SEE MY APPELLATE RECORD FOR A BETTER EXPLANATION. EMERGENCY JUDGMENT NEEDED TO SET ASIDE, STRIKE, OR OVERTURN & EXPUNGE THE DEFAULT "ORDER OF PROTECTION" AND UNJUSTIFIED 5-YEAR EXTENSION, SO THAT I CAN PASS A BACKGROUND CHECK TO WORK FROM HOME. CRITICALLY NEEDED TO SUPPORT MYSELF, DURING THIS COVID PANDEMIC!

BY ATTORNEY'S AGREEMENT, THE "OP EXPARTE" WAS ALLOWED TO REMAIN IN PLACE, UNTIL THE DIVORCE WAS FINAL. I FORFEITED A HEARING, UNDER THE CONDITION THAT UPON THE FINALIZATION OF OUR DIVORCE, THE HEARING WAS WAIVED AND THE "OP" AS WELL AS THE "OP EXPARTE" WOULD BE IMMEDIATELY DROPPED!

MS. STORY REPEATEDLY SAID, THIS WAS SPECIFICALLY TO PREVENT HARMING MY EMPLOYMENT RECORD/OPPORTUNITIES, ACKNOWLEDGING THAT I NEED TO OBTAIN EMPLOYMENT A.S.A.P. BECAUSE MY WIFE COULD NO LONGER PROVIDE SUPPORT, AS PREVIOUSLY PERFORMED AND PROMISED. HAVING VOLUNTARY BEEN OUR FAMILY'S PRIMARY BREADWINNER FOR OVER A DECADE, & HAVING PREVIOUSLY PROMISED ALIMONY OF \$21,000 PER YEAR FOR A DURATION OF 6-YEARS, AS "TRANSITIONAL ALIMONY".

TO DEPRIVE ME OF MY SHELTER (WITHOUT DUE PROCESS) AND EVERY FORM OF SUPPORT, WHILE SIGNIFICANTLY DAMAGING MY ABILITY TO WORK AND SUPPORT MYSELF; WHEN I HAVE NEVER POSED A PHYSICEAL THREAT, THAT IS CRUEL AND INHUMANE!

1 COMES NOW the Appellant/Ex-husband, Jeffrey Ryan Fenton, representing
2 myself "Pro Se" in this matter, not being able to afford legal counsel, submitting this
3 objection to the "Appellee's Response to Appellant's Motion to Supplement and Correct
4 the Record", stating as follows:

5 First, I request any consideration which the Court is able to allow me under
6 Judicial Branch Policy 2.07 for my disabilities (filed with the COA on 7/8/2020 and
7 attached hereto separately, as instructed for confidentiality), as well as due to my poverty
8 and my forced relocation to Michigan, both subsequent to the actions of Ms. Fawn [REDACTED]
9 Fenton, Attorney Virginia Lee Story, along with the rulings of the Williamson County
10 Chancery Court.

11 **OF IMEDIATE EMERGENCY NEED:** the fraudulently obtained OP Exparte’,
12 with the craftiness and connections of Ms. Story (while Ms. Fenton’s previous attorney
13 said it was neither legally justifiable nor ethical, since I have NEVER THREATENED TO
14 HARM HER (or anyone), no priors, had never been arrested in my life, had zero calls for
15 domestic disturbances, and had not even received a TRAFFIC CITATION during my 25-
16 years as a Tennessee Citizen! Yet, thanks to Ms. Story’s coaching, Ms. Fenton’s FALSE
17 testimony (which without a trial or motion for default, I was NEVER allowed to DEFEND
18 myself against (which is ILLEGAL for an OP!), while believing this matter SETTLED per
19 our agreement between Attorney’s made on 8/1/2019).

20 Additionally.... Provide AFFIDAVIT about OP.

21 Regretfully, despite my attempts, I am UNABLE to WRITE a BRIEF without one
22 of two things: either COUNSEL to help me, or ENOUGH UNINTERRUPTED TIME,
23 WHILE MY INTERESTS ARE NOT THREATENED, to try again to write one. Once I get
24 anywhere near a “DEADLINE”, my mind becomes a BLUR, where I can’t even remember
25 why I am sitting in front of my computer, or what point I was trying to make, or what
26 information I was referencing... with twenty browser windows open, with just as many
27 folders and PDF files simultaneously open, as I research and try to put the pieces together
28 to present to the Court.

29 For a day or two BEFORE my DEADLINE (since it has such tremendous
30 implications for my life and my future), my mind becomes like standing outdoors in a
31 BLIZZARD. Trust me, I wish that it were not that way. Likewise, once I MISS a
32 DEADLINE, I have no ability to “keep trying” to turn it in “late” simply HOPING that it
33 MIGHT be accepted. I would be constantly DISTRACTED & FIXATED upon watching the

34 Court's website for a Judgment to be handed down, crushing my attempts once again,
35 while my mind is in a frenzy, unable to focus or concentrate upon a single line I wrote.
36 (So if the Court elects to grant me any extra "grace" or TIME, **please clearly NOTIFY**
37 **me**, so that I know, understand, and can TRY to take advantage of that, because without
38 that knowledge, in my mind, I'm already defeated, beyond being able to focus, and have
39 quit trying, while researching my next potential action of recourse.

40 I KNOW beyond a shadow of a DOUBT that both Ms. Story and the Court have
41 done me a TREMENDOUS harm & injustice here! It is my earnest BELIEF that I have
42 provided the COA with MORE than enough EVIDENCE of ERROR, ABUSE, BIAS,
43 DISCRIMINATION, NEPITISM, COLLUSION, and even CORRUPTION by
44 CHANCELLOR MICHAEL W. BINKLEY and ATTORNEY VIRGINIA LEE STORY, to
45 substantiate providing me with COUNSEL as the MINIMUM REASONABLE
46 ACCOMODATION TO AID ME IN THE RESTORATION OF MY PERSON
47 CONSIDERING THE LITTERAL CRIMES WHICH I HAVE SUFFERED (AS PROVEN)
48 AT THE HANDS OF THE COURTS MOVE COURT'S MORE UNWIELDLY,
49 UNRESTRAINED, UNACCOUNTABLE, CONTRAVERSIAL, CONIVING, AND
50 COLLUSIVE OF MEMBERS, WHICH HAS DRAWN NATIONAL SCRUTINY IN THE
51 PAST FROM TOP JUDICIAL ETHICS AUTHORITIES, DECLARING THAT SUCH
52 COLLUSION WAS A RECIPE FOR DISASTER, JUST WAITING TO HAPPEN! While I
53 have IRREFUTABLE PROOF that it HAS HAPPENED, to ME, yet NOBODY in the
54 COURT OF APPEALS wants to take time to INVESTIGATE my CLAIMS or even WEIGH
55 MY TESTIMONY ON RECORD AND THE HUNDREDS OF PIECES OF CLEAR AND
56 CONVINCING EVIDENCE WHICH I HAVE PROVIDED TO THE COURT OF APPEALS!

57 I believe that Closing my case without TAKING ACTION is a cowardly act of
58 disrepute, collusion, corruption, and/or cover-up making any JUDGE who elects to DO
59 SO, GUILTY at the very least as an ACCESSORY TO THE CRIMES OF JUDGE BINKLEY
60 AND ATTORNEY VIRGINIA LEE STORY!

61 and corruption, to turn away from the OBVIOUSLY INJURED PARTY without
62 protecting them, assisting them, or providing them ANY RELIEF, is in direct violation of
63 the TENNESSEE CANON OF JUDGES, as well as the CONSTITUTION OF THE STATE
64 OF TENNESSEE!

65
66 CANON CONSIDERING THE CRIMES WHICH I HAVE LITTERALLY
67 SUFFERED AT THE HAND'S OF THE COURT'S ELITE TO HELP CURE as a
68 "REASONABLE ACCOMODATION FOR MY DISABILITY" and/or as a "RULE 36:
69 RELIEF; EFFECT OF ERROR." Yet the Tennessee Court of Appeals has refused me ANY
70 assistance other than additional TIME (which has now run out). Per my ADA "Request
71 for Modification" form, I expected that I needed:

72 **"Procedural and Technical Flexibility, Additional TIME for Deadlines**
73 **to Self-Represent by Necessity, Communication Modifications due to COVID-**
74 **19 and Excessive Mailing Times to Michigan, Judgment Based Upon the**
75 **LAWS – not just the Technical Codes which I am Knowledgeable about, or**
76 **able to Research and Cite (ignorance about the law is no excuse for breaking**
77 **it, hence it shouldn't be for being protected by the law either). Please Judge**
78 **based upon the SPIRIT of the Law, not just the Technical Manipulation of**
79 **Words used to Express, Define, and Communicate it."**

80 Regretfully, I have not found any “Procedural and Technical Flexibility” to allow
81 me to Supplement or Correct a SINGLE detail on my Record yet (even though I was
82 denied an opportunity to participate in my own trials by phone as promised, to provide
83 any evidence beyond my “ONE-AND-DONE” filed and ignored by the Court on
84 8/29/2019, while deceptive DEFAULT JUDGMENTS were levied against me on both
85 counts instead!) I have not been allowed to include the “SMOKING GUN” Audio
86 Recording and Certified TRANSCRIPT OF EVIDENCE provided by Tennessee Licensed
87 Court Reporter Emily L. Sipe, RPR, LCR No. 608, with Harpeth Court Reporters. (Whose
88 services were PROCURED by CHANCELLOR MICHAEL W. BINKLEY HIMSELF!) I
89 cannot understand a legal or ethical reason to exclude the most self-reliant, self-
90 explanatory, and critical piece of certified, licensed, and verifiable EVIDENCE proving
91 THE JUDICIAL CORRUPTION that took place during that trial on 8/29/2019.

92 Ms. Story and Chancery Court can play games, denying that REAL EVIDENCE
93 from consideration in their files, but the TRUTH is the TRUTH, which can and will
94 NEVER change! While the TRUTH SHOWS unequivocally without me speaking a WORD,
95 that THEIR ACTIONS (Binkley/Story) in that Court Room were ILLEGAL, BULLYING,
96 COERCING, MALICIOUS, DISCRIMINATING, EXCESSIVELY BIAS, and ultimately
97 CORRUPT! Much like Judge Michael W. Binkley’s benefactor who once dismissed his
98 CRIMINAL charges and EXPUNGED MICHAEL W. BINKLEY’S CRIMINAL RECORD,
99 while now they have gotten away with not only depriving me of MY PROPERTY, and MY
100 CONSTITUTIONAL RIGHTS, but MY LIFE AS WELL, without anything remotely
101 resembling an “IMPARTIAL TRIBUNAL” or “DUE PROCESS”!

102 Someday, that AUDIO RECORDING from the 8/29/2019 trial, which I BEGGED
103 YOU (COA JUDGE ASSIGNED TO MY CASE) TO SHARE WITH THREE COA
104 JUSTICES, so that JUST ONE CORRUPT COURT OF APPEALS JUDGE COULD NOT
105 SWEEP IT UNDER THE RUG TO PROTECT ONE OF THEIR FRIENDS, CHANCELLOR
106 MICHAEL W. BINKLEY AND/OR ATTORNEY VIRGINIA LEE STORY, but you scoffed
107 at me and REFUSED!

108 TO watch someone being MURDERED (litigiously abused beyond benefit to
109 ANYONE, purely for SPORT and DOMINATION), while refusing to offer them the
110 slightest bit of HELP, unless they are able to first WRITE A LEGAL BRIEF and beat one
111 of the Midstate's most influential, skillful, and corrupt attorneys in a JOUST in the middle
112 of the COLLESEAM, seems extremely archaic and inhumane to me! If I could beat her in
113 a JOUST, then I would have had no need for the Court of Appeals! Is there NO JUSTICE
114 for everyone who isn't ABLE to WRITE A LEGAL BRIEF? Because I have a recorded
115 conversation with Attorney JOHN COKE who admits how TECHNICALLY
116 CHALLENGING it is EVEN for a LICENSED ATTORNEY, so how are the REST of US
117 supposed to obtain JUSTICE in the State of Tennessee? Do the RICH just get to do
118 WHATEVER they want, under "color of law", or by financial and litigious BULLYING with
119 the help of their wealthy, connected, powerful, and influential FRIENDS?

120 IF that is true, then according to the Constitution of the State of Tennessee, we
121 should DISBAND and REBUILD the entire JUDICIARY from the GROUND UP! If you do
122 not SERVE the average TENNESSEE CITIZENS, then you need to quit being
123 EMPLOYEED and PAID by the average TENNESSEE CITIZENS! We do not provide you
124 with SIX-FIGURE INCOMES and PRIVATE BATHROOMS in each of your offices, just so

125 that you can LOOK DOWN at those of us who make substantially less. Nor to TREAT US
126 ONE BIT DIFFERENTLY THAN YOU WOULD TREAT ANY OF YOUR PEERS!

127 Your words only CARRY WEIGHT as long as the average CITIZENS of this Great
128 State remain BEHIND YOU, and LIFT YOU UP! While so far in my experience, despite
129 obscenely overwhelming EVIDENCE of harm, abuse, collusion, and even corruption in a
130 trial court which refuses even the simplest measures of transparency and accountability.
131 I have sought out every nook and cranny of Tennessee Legal Resources for the
132 SLIGHTEST BIT OF HELP, to CLEARLY HELP FIX A WRONG, yet I cannot find
133 JUSTICE anywhere around me, and it certainly is not LIFTING ME UP! Rather CRIMES
134 posed as Justice have robbed, raped, and held me DOWN for nearly a YEAR AND A HALF
135 NOW!

136 But does ANYBODY CARE? Or that still requires a DUAL in the COLLESEAUM
137 before any of the JUDICIAL ELITE can watch the show, and decide upon a VICTOR?

138 If you saw another JUDGE and ILLREPUTED ATTORNEY like Virginia Lee Story
139 LYNCHING AN UNKNOWN CITIZEN, WITH NO CRIMINAL RECORD, IN THE BACK
140 ALLEY BEHIND THE COURT HOUSE, don't you have a LEGAL and ETHICAL
141 OBLIGATION TO DO SOMETHING ABOUT THAT? Even if the GUY being LYNCHED
142 isn't educated, wealthy, qualified, or able to FILL OUT A LEGAL BRIEF TO ARGUE in
143 the COLLESEAM against Abusive Attorney Virginia Lee Story THAT HE WAS BEING
144 HORRIFICIABLY ABUSED WITH UNDUE CAUSE?

145 Where does COMMON SENSE, CARE, IMPARTIAL JUSTICE, and using your
146 FIVE SENSES become more IMPORTANT or a GREATER RESPONSIBILITY than
147 rejecting every motion to supplement and correct the record, and demanding a Legal

148 Brief? That does not take a JUDGE, a first year CLERK could do EVERYTHING which I
149 have experienced so far from the great Middle Tennessee Court of Appeals!

150 While I ACTUALLY BET that a FIRST YEAR CLERK, would have taken the TIME
151 and still CARED enough about JUSTICE (before becoming jaded and indebted to the
152 “system”) to LISTEN TO THE HORRIFIC AUDIO RECORDING from my trial on
153 8/29/2019, as I begged you ALL to do, while comparing every word spoken by Judge
154 Binkley and Attorney Story to the previous court Transcripts and Court Order from
155 8/1/2019, as I told you THAT ALONE WILL PROVIDE ENOUGH EVIDENCE OF FOUL
156 PLAY TO RULE A MISTRIAL ON EVERY COUNT!

157 I bet the FIRST YEAR CLERK would TAKE ACTION upon the KNOWLEDGE of
158 CRIMES, COLLUSION, and CORRUPTION taking place in Middle Tennessee
159 Courtrooms under the GUISE of JUSTICE, rather than refusing, scoffing, admonishing
160 the abused, and refusing any assistance or relief for the PARTY ILLEGALLY INJURED
161 BY THE COURT ITSELF AND THEIR CRONIES!

162 So YES, I am EXTREMELY DISAPPOINTED in the LACK of CARE for the
163 PERSON and EVEN a lack of care about JUSTICE being served, and accountability by
164 your peers, and those operating under your command, whom you REFUSE to hold
165 accountable, unless I have the SKILL, EDUCATION, MONEY, ENDURANCE, and TIME
166 to FORCE THE COA TO TAKE ACTION, after defeating my tormentor in the
167 COLLESEAM for your entertainment and leaving you no alternative but to back the last
168 man standing!

169 That is NOT called “JUSTICE” though! While there IS NO HONOR in it! HONOR
170 takes ACTION BY ITS OWN VOLITION (without demanding anything prior or in return),

171 to protect those who CANT PROTECT THEMSELVES from the PREDATORS in
172 SOCIETY (legal or otherwise)! Whether that be a local Ponzi scheme cheating Citizens out
173 of their hard-earned retirement funds. A dishonest attorney, who knows HOW to leverage
174 the LAW, contrary to the SPIRIT of the Law, to cause HARM rather than to PROTECT
175 the general population. Or a Trial Court Judge in Beautiful FRANKLIN TENNESSEE,
176 who you accidentally SEE setting up his GALLOWS in the back alley before presiding over
177 Court for the first half of his day, with the lynchings scheduled for later in the afternoon.

178 I'm SORRY, we still NEED that "APPELANT BRIEF" before WE HAVE THE
179 AUTHORITY (incentive, motivation, care) TO TAKE ACTION TO PROMOTE JUSTICE
180 OR PROTECT THE INNOCENT FROM GREATER UNWARRANTED HARM!

181 RULES AND PROCEDURES, yes, we have them for a REASON! But we also have
182 EXCEPTIONS for them in EVERY CASE, so that JUSTICE WILL NEVER be LOST due to
183 PROCEDURES! The Rules of Appellate Procedure have Rule #2, which I sought relief
184 under, but was denied. The Tennessee State Constitution as well as the CANON of Judges
185 in Tennessee, also BOTH have FRAMEWORK, CODE, LAWS, AND A PATH THAT
186 REGARDLESS OF ANY RULE OR PROCEDURE, THAT NONE IS MORE IMPORTANT
187 THAN JUSTICE AND ANY CAN BE DISCARDED, IGNORED, OR SKIPPED IN ANY
188 SITUATION NECESSARY TO BRING ABOUT JUSTICE AND TO ALLOW A PERSON OF
189 JUDICIAL AUTHORITY TO TAKE ACTION TO RIGHT A WRONG, TO MITIGATE
190 DAMAGES, TO PROVIDE RELIEF TO THE SUFFERING, TO HOLD ACCOUNTABLE
191 THE WILD AND UNTAMED LITIGATORS WHO ARE ABUSING THEIR POWER<
192 THEIR KNOWLEDGE, THEIR RELATIONSHIPS, AND THEIR OFFICES TO HARM
193 INNOCENT PEOPLE! That is a JUDGE whom I will respect and address as "YOUR

194 HONNOR"! **Please tell me, WHERE can I find him or her?** For I need leave
195 **immediately!**

196
197 If I required no LEGAL INTERVENTION to help me obtain JUSTICE, so that I can
198 merely WORK and FEED MYSELF AGAIN, after Williamson County illegally STOLD
199 EVERYTHING IN MY LIFE FROM ME, with EXCESSIVE and UNJUSTIFIED FORCE,
200 unconscionably argued for by intentionally presenting LIE AFTER LIE, which I fought to
201 CORRECT, but Chancellor Binkley did not even PRETEND to be UNBIASED anymore!
202 He certainly possessed absolutely NO OBJECTABILITY whatsoever, which is a strict
203 violation of the Judicial Canons. He didn't care at all about projecting the image of
204 impropriety and favor as he stood back leaning against his pulpit and allowed MS. STORY
205 to REQUEST/DICTATE EVERY SINGLE WORD OF THE COURT ORDER, VERBATIM,
206 without granting me ANY consideration!

207 Without even HONORING he PREVIOUS Judgment, or what was said during our
208 previous hearing on 8/1/2019. Without providing ANY ACCOUNTABILITY about the
209 CONSTANT FLOW of deceptive, fraudulent, malicious litigation which flowed from Ms.
210 Story's mouth! While pretending NOT to remember that Ms. Story's own Complaint for
211 Divorce said very clearly that

212 **ALL OUR PROPERTY HAD BEEN DIVIDED....**

213 While the Court of Appeals has now provided COVER for Chancellor Binkley and
214 Attorney Virginia Lee Story, and in doing so, become accomplices to their CRIMES and
215 JUDICIAL CORRUPTION!

216 had out DUE PROCESS then Chancellor Binkley's Corrupt Rulings would do just
217 fine. To me, there seems to be NOTHING of higher value to the PURPOSE of the Appellate
218 Court than to have **ALL the EVIDENCE necessary to convey a fair, accurate and**
219 **complete account of what transpired in the trial court** with respect to those issues
220 that are the bases of appeal. (RULE 24(g)) Yet my cries have fallen upon deaf ears.

I will be filing CRIMINAL CORRUPTION charges against Chancellor Michael W. Binkley, Attorney Virginia Lee Story, and possibly Attorney Mary Elizabeth Ausbrooks and Trustee Henry Edward Hildebrand, III for facilitating BANKRUPTCY FRAUD! (Which will also get me OUT of the JUDICIALLY CORRUPT State of Tennessee, to the United States Court of Appeals for the Sixth Circuit, where all indigent Pro-Se litigants are provided with FREE Counsel. That is where I HOPE to FINALLY find my first UNBIASED TRIBUNAL! Where I will seek damages as high as the Court will allow from the State of Tennessee for their DISDAIN for the Constitution of the United States of America, and the Courts being full of Corrupt unaccountable MOBSTERS rather than conscionable public servants! I will likewise seek 6 figure punitive damages by Ms. Story and Ms. Ausbrooks for deceptively conspiring to illegally DEPRIVE ME OF MY PROPERTY, without notice or an opportunity to save or redeem it. For hiding my financial investment in our home and my JOINT OWNERSHIP of that property in every way imaginable, except for whose name was on the MORTGAGES!

For LIEING and saying that OUR HOME (where the totality of my premarital 401k retirement funds, plus the proceeds from my premarital home were invested), where I spent almost a decade performing \$200k of CORE IMPROVEMENTS to the property, and IF ANYONE HAD

A GREATER OWNERSHIP INTEREST IN THAT PROPERTY BETWEEN MS. FENTON AND MYSELF, IT WAS ME!

While both Counsel colluded to LIE to both State and Federal Courts about that. While also lying about Ms. Fenton's VOLUNTARY ROLE and COMMITMENT as our family's PRIMARY BREADWINNER, with her MIT education and professional degree as an Architect! Ms. Fenton spent the past decade BUILDING HER CAREER while doing little if ANYTHING to improve our home, while I invested the majority of the past decade of MY LIFE investing my TIME and MONEY into customizing and IMPROVIND OUR FOREVER HOME, where we both promised we would live for the REST OF OUR LIVES!

Now Ms. Fenton only made an investment in herself, which no one can ever deprive her of, but through the CORRUPT actions of Attorney's Story, Attorney Ausbrooks, possibly the negligence of Trustee Henry Edward Hildebrand III, and the Judge who GAVE THEM FREE REIGN to do whatever they wanted, without regard for ANY LAWS, impartiality, fairness, equality, equitability, or DUE PROCESS, Chancellor Michael W. Binkley!

They thrived on abusing me together as if it was a SPORT for them! Ms. Story would put forth a deceptive or misleading AFIDAVIT, taking it a little further than HALFWAY, for the slightest excuse of "plausible deniability", then Chancellor Michael W. Binkley grabbed the ball from Ms. Story and SLAM-DUNKED IT! Taking it from a deceptive and indecent statement and proposition, to a CORRUPT and ILLEGAL

ACTION, with the FULL FORCE OF THE COURT AND THE WILLIAMSON COUNNTY SHERIFS DEPARTMENT BEHIND HIM TO ENFORCE CHANCELLOR BINKLEY’S ILLEGAL ORDERS!

221 I look forward to the day when they WAKE-UP and realize that they GOT just a bit
222 too GREEDY, while they profited very little off of it, once the sense of power, domination,
223 and the adrenaline rush has long since gone, realizing once HUMILITY comes to visit,
224 that they also LOST THEIR HUMANITY somewhere along the way, as they STOLE the
225 LIFE of this little NOBODY, just for their perverted SPORT... with their legacy’s ending
226 very similar to that of Judge Binkley’s personal benefactor, Casey Moreland! While the
227 Federal Government comes in and FORCES some transparency, accountability, and
228 equality in Tennessee Courts STATEWIDE. While RESTORING the BALANCE of LADY
229 JUSTICE. The one thing which Tennessee seems literally INCAPABLE OF DOING ON
230 THEIR OWN! There are TOO MANY CORRUPT JUDGES in Tennessee, for any of them
231 to hold another “ACCOUNTABLE”! Tennessee NEEDS FEDERAL HELP to CLEAN
232 HOUSE JUDICIALLY IN THIS STATE! Which is horribly sad, yet HISTORICALLY
233 TRUE!

234 All that I’ve wanted is MY FREEDOM, so that I can get a job, provide for myself,
235 not be a burden upon my mother after she has found herself taking me back in to provide
236 me shelter at FIFY years of AGE! Where without my mother’s intervention, JUDGE
237 BINKLEY, ATTORNEYS AUSBROOKS AND STORY HAD SIMPLY PLANNED TO TAKE
238 AND SELL ALL OF MY PROPERTY, WHILE GIVING THE PROCEEDS TO MY WIFE TO
239 PAYOFF HER DEBTS (abandoning \$90,000 worth of TRULY MARITAL DEBTS IN MY
240 NAME), while FORCING me to become HOMELESS!

241 EVEN destitute third-world Countries have more HUMANITY and CARE running
242 though their veins than that!

243 I never had a clue that I was living in a hostile and corrupt state, where my LEGAL
244 RIGHTS (even by that State's definition) were absolutely IMPOTENT in the exercise and
245 administration of JUSTICE in her Courts!

246 I thought that Tennessee was a RED blood run State for the PEOPLE, who had a
247 heritage of rebellion and FREEDOM! Not where WAR LORDS ran different sections, very
248 similar to those in AFGANISTAN! I'd never even heard of or thought of the word
249 "PLANTATION LAW" until after I spent two 30-minute sessions in Chancellor Michael
250 W. Binkley's Court Room, facing against Attorney Virginia Lee Story.

It took me a WHILE to know anything MORE than that I had been harshly discriminated against, and treated absolutely UNCONSTITUTIONALLY! I still didn't know about the publicly exposed (yet still not corrected) BINKLEY/STORY relationship, or how "proposed orders" versus "agreed orders" worked, or that the Orders were actually drafted by the COUNSEL who WON each hearing, or that the Court kept NO RECORDS of what transpires in each hearing, or that they provide and offer NO AUDIO RECORDINGS of hearings, for transparency and accountability.

In Michigan, you can obtain not only an audio recording, but a VIDEO recording of any Civil hearing for only a few dollars. Burned on a DVD, available after the hearing and archived for any future requests.

I have a gut feeling that would hamper the CASH flowing through the Williamson County Courthouse, not to mention affecting some of the pleasures and privileges of corrupt Justices there. If NOT for CORRUPTION, then WHY intentionally PREVENT TRANSPARENCY AND ACCOUNTABILITY in the WEALTHIEST COURT ROOM in the STATE OF TENNESSEE!

Somebody must pay to keep that Plantation running!

251 I have a feeling that some of Williamson County’s newer residents from the WEST
252 COAST, will be shocked and DEMAND reform when they learn how the PLANTATION is
253 REALLY RUN THERE! It is time for Tennessee to MOVE PAST the days of the
254 BINKLEY’S and the STORY’S, to practice REAL LAW! For the benefit of the majority of
255 the CITIZENS in Tennessee, not just an elitist group of smiling affluent criminals who do
256 most of their business behind closed doors, on the phone, or via email. Making a short
257 “appearance” inside a Court Room each day, AFTER having already DECIDED most
258 cases!

259 What I have experienced so far, is an absolute ABOMINATION OF THE LAW! The
260 TERRIFYING THOUGHT is that both BINKLEY and STORY do nearly HALF OF THEIR
261 WORK IN CRIMINAL COURTS! While I already KNOW how CORRUPTIBLE they both
262 are! I believe that HONESTLY INVESTIGATING THE EVIDENCE WHICH I’VE
263 PRESENTED IN MY CASE, would not only exonerate me, but possibly cause the Courts
264 to need to re-examine YEARS WORTH OF JUDGMENTS AND CRIMINAL SENTENCES,
265 because I promise you, they could have just as easily have thrown me in prison, just to
266 SILENCE me about THEIR CORRUPTION! That was one of the reasons why I sought
267 SANCTUARY in MICHIGAN, because just as with the individual who exposed Casey

268 Moreland, they did so anonymously, for FEAR OF THEIR SAFETY, from RETALIATION
269 and criminal HARM!

270 These are GANGSTERS wearing ROBES and carrying INK PENS who can steal the
271 proceeds of a person's ENTIRE LIFE in less than an HOUR! **With NO LEGITIMATE**
272 **FOUNDATIONS!** While accusing you of being some menace to society and branding you a
273 criminal, a stalker, or putting an Order of Protection against you without even a trial, like
274 they did ME, even though that is ILLEGAL! They DON'T CARE, AND WITHOUT YEARS
275 OF WORK AND EXPENSES TO REPEAL THEIR CRIMINAL JUDGMENTS, nobody
276 within the State of Tennessee is going to MAKE THEM CARE or HOLD THEM
277 ACCOUNTABLE!

278 So, with ONE erratic, discriminatory, unfair, biased, unethical, collusive,
279 opinionated, or simply erroneous Judgment, **I have been DEEMED GUILTY UNTIL**
280 **PROVEN INNOCENT** (while never having been arrested once in my life, unlike the
281 Judge who unjustly condemns me), and even the MICHIGAN SUPREME COURT could
282 not remove the CORRUPT and all so obviously BIAS, UNFAIR, AND UNWARRANTED
283 JUDGMENT AGAINST ME!

284 Either a higher Court in Tennessee MUST CORRECT THE CORRUPT RULING,
285 which is very unlikely, because just like organized crime, **it discredits and**
286 **undermines the institution, not to mention the potential retaliation from the**
287 **other family.** The only other cure is a FEDERAL COURTS, which is what I shall seek
288 next after pressing criminal charges through the FBI, just so that I can TRY to REMOVE
289 JUDGE BINKLEY'S ILLEGAL NOOSE FROM AROUND MY NECK, SO THAT I CAN GET
290 A CRAPPY JOB, while living in a crappy State, after having had everything beautiful in

291 my life systematically STOLEN FROM ME by the GARGOILS OF JUSTICE! Attorney
292 Virginia Lee Story, and Judge Michael W. Binkley! What I have come to refer to as the
293 “BINKLEY/STORY EFFECT”! It is time to BENCH them BOTH for the common GOOD
294 of Middle Tennessee’s CITIZENS who deserve JUSTICE, HONESTY, TRANSPARENCY,
295 AND ACCOUNTABILITY in their GOVERNMENT and COURTS!

TE-1 (2)

16· MS. STORY: Because what we don't¹

17· want to do is have something go down on his

18· record that's going to affect his employability,

19· because he needs to get a job ASAP,

11· We believe that house should sell in

12· the neighborhood of 414,000 we hope. It's a great

13· location. People want to get in Brentwood, to get

14· into Brentwood in that zip code. Those schools

15· for that kind of price is wonderful. This thing

16· could sell immediately if you had a good marketer

¹ WHY did the VALUE of protecting MY RECORD, to ensure not to hinder my EMPLOYABILITY, change as soon as I had been forced out of my home, and driven from the State of Tennessee? After I was no longer an “ALIMONY” concern for Wife?

Why has my employability been harshly limited now when I did nothing “wrong”?

The opposing Counsel and Court have shown absolutely no CARE for whether I have any vocational training, whether I am employable, have any shelter, food, healthcare, or any provision of any sort! After having liquidated my home, in which I had invested the totality of my life’s savings, including my premarital retirement funds, and proceeds from my premarital home, without providing me a single dollar!

Instead, the Court and opposing Counsel, made it literally as DIFFICULT for me to SURVIVE, as was within their POWER! This is totally unjustified and unnecessary legal abuse and inhumane CRUELTY!

17· to get that thing on the market and get it sold.

18· Mr. Fenton and Mrs. Fenton had

19· agreed last year that they would do that. She

20· then dropped the divorce. They were going to try

21· to get it on the market. The problem with the

If Ms. Story is asserting that I am EQUALLY qualified and able to defend myself against her knowledge, experience, and relationships, because I have had a few months to “study”, surely that isn’t the basis of her argument.

My struggle is not simply TIME, I have learned HOW to file A COUPLE OF SPECIFIC STYLES OR TYPES of LEGAL FORMS, while still LACKING THE EXPERTISE and knowledge about HOW TO PROPERLY DRAFT A BRIEF! Regardless, I am doing my best, and I am NOT asking for any MORE TIME!

Furthermore, regarding Ms. Story’s erroneous claim, “This is yet another attempt by the Appellant to prolong this litigation and run up fees for Appellee.”

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REAL MOTIVES FOR WIFE’S SECRET DIVORCE

296 Any discussion about the precipitating events which REALLY led to our Divorce,
297 which does NOT mention/discuss/include the following SIGNIFICANT MARITAL
298 STRESSORS, has no relevance in what REALLY happened! Hence, I call the synchronized
299 narrative and fraudulent actions of Attorney Virginia Lee Story, Attorney Kathryn Lynn
300 Yarbrough, Attorney Mary Beth Ausbrooks, Attorney Alex Koval, a “DECOY DIVORCE”.

301 The TRUTH is that we BOTH could have won cases for “fault” against the other.
302 Ms. Fenton did her homework and knew that whichever party filed first and BLAMED the
303 other party, would have an advantage in the divorce proceedings. I knew that too, but I
304 never wanted to waste our equity in Court. Nor did I want to pay people who charged
305 TWENTY-FIVE TIMES as much as I can currently earn per hour, to FIGHT with each
306 other! I wanted a resolution which would honestly serve US BOTH best in moving forward
307 with our lives. Regretfully, we didn’t both feel that way.

308 BRIEFLY, here are the REAL devastation which were suffered by our family,
309 leading to the financial failure, stress, and voiced REASONS why Ms. Fenton unilaterally
310 chose to secretly divorce me. I would have by far preferred to work through any
311 differences, or even to get divorced and remain “roommates”, as we could have saved our
312 beautiful home, while it was a once in a lifetime opportunity for us. I believe that we still
313 have more in common than apart, but either the differences grew overwhelming for her,
314 she grew ashamed of having me as her husband, in the sight of her mighty family, as they
315 openly questioned what I “contribute” to our marriage and to Ms. Fenton’s life, while Ms.
316 Fenton said that they never would be satisfied, even if I were a doctor.

317 Without further ado:

318

The ROOFING DAMAGE Explained in

POTENTIAL PARTIES TO THIS CASE

To be clear, I believe to be legally due approximately **\$250,000** from Ms. Fenton, without any punitive damages. While I have suffered a host of nearly unfathomable damages either caused by or in conjunction with actions or work done by the following parties:

- Attorney Virginia Lee Story (Story, Abernathy, & Campbell, PLLP)
- Attorney Kathryn Lynn Yarbrough (Story, Abernathy, & Campbell, PLLP)
- Paralegal Heidi Macy (Story, Abernathy, & Campbell, PLLP)
- Judge Michael W. Binkley (Williamson County Chancery Court)
- Clerk & Master Elaine Beaty Beeler (Williamson County Chancery Court)
- Attorney Mary Beth Ausbrooks (ROTHSCHILD & AUSBROOKS, PLLC)
- Attorney Alex Koval (ROTHSCHILD & AUSBROOKS, PLLC)
- Attorney Henry Edward Hildebrand, III (Office of the Chapter 13 Trustee)
- Judge Charles M. Walker (U.S. Bankruptcy Court for the Middle District of TN)
- Attorney Brittany Gates (Gates Law)
- Attorney Sam Anderson (Bankers Title & Escrow)
- Paralegal Kim Murray (Bankers Title & Escrow)
- Broker & Auctioneer Tommy Anderson (HND Auctions, LLC)
- Broker & Auctioneer Pat Marlin (McArthur Sanders Real Estate)
- Judge Frank Clement (Tennessee Court of Appeals, Middle Division)
- Judge Andy Bennett (Tennessee Court of Appeals, Middle Division)
- Judge Neal McBrayer (Tennessee Court of Appeals, Middle Division)

Collectively, truth be told, in an honestly “fair” and “equal” settlement, absent of all bias, relationships, and external influences, I believe to be due at least **\$500,000** when combining that which I believe Ms. Fenton intentionally cheated me out of, along with the immediate damages suffered, combined with the punitive damages due by the “bad actors” who participated in my immediate and absolute demise with zero provision or path for my survival.

THERE ARE TWO “SMOKING GUNS” IN THIS CASE!

319 By FAR the QUICKEST and EASIEST way to realize that there is at the very least
320 Litigious and Judicial “FOUL-PLAY” in this case, by Judge Michael W. Binkley and
321 Attorney Virginia Lee Story (whose relationship has been publicly scrutinized in the press
322 more than once – with VALID concerns, even if unactionable at that time). This time is
323 DIFFERENT!

324 It is my steadfast belief, that to HONESTLY and OPENLY explore either of these
325 “TWO SMOKING GUNS” and to either REFUSE or FAIL to assist the “disadvantaged”,
326 “disabled”, and unfathomably injured party, due almost entirely to the clear and evident
327 failures of the Middle Tennessee Judicial System, and members of their Courts, is to
328 become an accessory to the State and Federal crimes revealed therein. Including but not
329 limited to horrendously Malicious Litigation, combined with the Federal Crimes of
330 Collusion, Obstruction of Justice, “Under Color of Law” Violations, and/or outright
331 Corruption.

332 Before even beginning with the ADA and FED violations of financial exploitation
333 of an ADA party, by DEPRIVING him of his only INCOME, his only SHELTER, his only
334 real ASSET, within which Husband had invested the TOTALITY of HIS pre-marital
335 RETIREMENT FUNDS, believing with WIFE that after the market crash of 2008 that

336 once BOTH their premarital retirement funds regained 75% of their pre-crash value they
337 would pull them out and INVEST IN A PROPERTY IN WILLIAMSON COUNTY, believing
338 that would HOLD VALUE and protect their RETIREMENT SAVINGS BETTER than
339 blindly trusting Mutual Funds which we had no control over!

340 Expecting the VALUE of our property to at least DOUBLE still within our
341 LIFETIMES, as it is in a rare and highly desired location, while simultaneously being
342 surrounded by HUNDREDS OF ACRES OF PROTECTED WOODLANDS, near the END
343 of a dead-end street, a very private valley, protected from the lights and sounds of the city,
344 as well as from severe weather, which was one of Husband's greatest fears. While being
345 as QUIET as a CAMPGROUND at night, and full of wildlife, which they both LOVED!
346 (There are MANY qualities about this property, which MONEY WON'T BE ABLE TO BUY
347 for much longer in such an IDEAL LOCATION to fantastic vocational opportunities,
348 wonderful communities, and some of the most sought-after schools in the State of
349 Tennessee, located on EVERY DIRECTION from our PROPERTY! Yet in less than 30-
350 minutes, without the slightest of equal or due process, notice or opportunity to save or
351 redeem his property interests, or to at the very least mitigate his losses, it was all carelessly
352 TAKEN from him, due largely to staged circumstances by Wife and multiple members of
353 Counsel, who strategically synchronized secret unconscionable (and highly illegal) attacks
354 to render husband powerless, as they gaged and bound him, and physically removed him
355 from his property, selling it at auction, without one cent returned to husband for all his
356 life's work, premarital retirement, the life that he had, any place to go or LIVE, rendering
357 him literally HOMELESS from a HALF MILLION DOLLAR HOME HE INVESTED

358 EVERYTHING HE HAD INTO PURCHASING, IMPROVING, AND ENJOYING, as the
359 couple vowed to life there together for the REST OF THEIR LIVES!

360 heinously targeting and strategically attacking his areas of greatest KNOWN
361 disability and vulnerability, solely to cause him unfathomable distress, to provoke him to
362 “act out” (to manufacture “evidence” to use against him), while also completely
363 overwhelming his KNOWN inability to MULTI-TASK, and the SLOWNESS with which he
364 CAN respond to even the most elementary of challenges, let alone multiple secretly
365 synchronized assaults against the highest-value targets in his life, further knowing that
366 due to Wife’s earlier actions of secretly cutting-off Husband’s access to all marital funds
367 and active credit lines (while still calling HER unilateral debts to fund HER COUNSEL
368 “marital debts”, as she repeatedly STRONG-ARMED him). Leveraging Husband’s
369 financial disadvantages of not being able to afford anywhere near comparable counsel, as
370 the totality of funds which Husband could borrow for Counsel were exhausted on a forced
371 sale of his home and a fraudulently obtained Order of Protection, leveraging
372 “connections” and FALSE testimony, before the only LEGITIMATE action of the
373 DIVORCE even began to be addressed. To later deny Husband, under false pretenses, the
374 opportunity to even participate in that, is simply beyond words.

375 Then they had then the Court and Counsel even had the audacity and inhumanness
376 to order the Husband to pay for Wife’s LEGAL FEES to unconscionably and illegally
377 deprive and destroy everything of meaning in Husband’s life, while Husband couldn’t
378 even afford Counsel for himself!

379 Wife probably spent over \$100k on ATTORNEY’S FEES, simply to leave Husband
380 HOMELESS and PENNILESS, while this Court chose to empower her and pave the way,

381 while somehow believing that was what Husband DESERVED! While neither hearing a
382 WORD of Husband’s testimony, or CARING to, based entirely upon the maliciously
383 fraudulent testimony of the Court’s close and trusted friend, Wife Counsel, along with the
384 coached false testimony of Wife, with no regard for what had transpired during the PAST
385 YEAR of actions working toward a divorce, both with a Collaborative Divorce
386 professional, as well as with Wife’s first attorney which SHE CHOSE TO UNSUIT for HER
387 OWN PROFIT. This was no trial or hearing, it was an ASSIGNATION by close friends,
388 “under color of law”, where little if anything that happened, was actually ETHICAL, FAIR,
389 or LEGAL!

390 On this day, “lady justice” wore no blindfold, held only one side of the scale in her
391 hand, with a pistol pointed straight at the Husband with her other hand! JUSTICE had
392 never been further away, and hasn’t been found since! Though Husband has spent
393 literally 4,000 HOURS since that day, trying to FREE HIMSELF from simply the NOOSE
394 they put around his neck, while not begging for even a DIME, just his FREEDOM to
395 MOVE FORWARD and SURVIVE, UNTETHERED!

396 Yet NO ONE to date CARES!

397 That is WHY we need some COMMON-SENSE JUDICIAL REFORM in the State
398 of Tennessee, which all begins by INCREASING TRANSPARENCY, ACCOUNTABILITY,
399 and SEVERING THE “BUDDY SYSTEM”!

400 Although I still can’t “beat” Ms. Story in a GLADIATOR style BATTLE TO THE
401 DEATH inside the COLISEUM, for the royalty’s entertainment, as in Roman times. I still
402 should be afforded some level of JUSTICE as a former Tax Paying CITIZEN of the Great
403 State of Tennessee!

404 What I CAN DO (as I did with the Appellate Court, without an ounce of their care
405 or consideration), as they demanded that I take position to battle in the COLISEUM.
406 (Despite witnessing a man drowning in legal corruption, as esteemed members of the
407 Court jumped on my shoulders and forced my head under water, to which the esteemed
408 Appellate Court “Justices” pretended not to see anything and kept walking). Is I can
409 provide you with TWO “SMOKING GUNS” of IRREFUTABLE EVIDENCE! Along with
410 DETAILED COMMON-SENSE MEASURES which the Court could EASILY
411 IMPLEMENT, with next to no cost, to greatly IMPROVE the quality and access to
412 JUSTICE throughout the State of Tennessee.

413 Measures who would help SAVE someone like me, or the tens of thousands who
414 are not as smart, confident, meticulous, who haven’t the EVIDENCE, the CLARITY OF
415 CASE (just TWO 30-MINUTE TRIALS with 7.1 MINUTES of my TESTIMONY to PROVE
416 the PERFECT STORM of BAD POLICY, DISCRIMINATORY PRACTICES afforded each
417 Judisial Districty to “decide” on their own, and clearly COMPROMISED
418 RELAIONSHIPS, which never should have been allowed in the first place!

419 It's common sense! Where there is LIGHT, crime scrambles. That is known in
420 every parking lot, storefront, bank, place of business, yet failes to be applied or enforced
421 in some of our Courts. Judisial Districts shouldn’t have the OPTION to “discriminate”
422 against the disabled or the financially disadvantaged! At the very least, INFORMATION
423 should be UNIFORM throughout every Clerk’s office. NO Pro Se party should have the
424 COURT ORDERS drafted by their ADVERSARIAL COUNSEL, especially while being
425 denied the opportunity to even participate in the PROPOSED ORDER/AGREED ORDER
426 process. ESPECIALLY while the Opposing Counsel is one of the most aggressive, ruthless,

427 uncompromising, manipulative attorneys in the district, who ALSO happens to be a
428 lifelong CLOSE FAMILY MEMBER of the JUDGE!

429 This isn't ROCKET SCIENCE, it is using just a little bit of elementary school
430 "common sense", care, preservation, and protection. Protecting the Judiciary from the
431 flaws of their own inevitable HUMANITY, likewise, protects EVERY TENNESSEE
432 CITIZEN living within their jurisdiction! To fail to take such COMMONSENSE measures,
433 needs to be fully disclosed to CITIZENS immediately, so that they can properly redress
434 the situation with their local representatives, before their LIVES depend upon it! I had
435 NO CLUE that I would find such an abyss between my known Constitutional Rights as a
436 United States Citizen, my basic understanding of the legislative laws of the land (which
437 were correct), and what I would experience in a Court room under the "Color of Law", in
438 the declared SERVICE UNDER and ADMINISTRATION of those laws.

439 I am envied by NONE that I know of!

440 "connected'p is or who are an irrefutable amount of EVIDENCE, while all that she
441 can claim is "that can't be considered, it wasn't even provided to the Trial Court", but that
442 was simply because they DENIED ME THE OPPORTUNITY TO PARTICIPATE IN MY
443 OWN TRIAL, by deceptive, false, and secretive means, once again, with NO NOTICE! I
444 don't believe that ANY IMPARTIAL PARTY, especially one who READ and
445 CONSIDERED the approximately 250 pages of my testimony that I filed on 8/29/2019,
446 would find their conclusions "REASONABLE"! (I would think that SHOULD trigger a
447 MISTRIAL right there, and be the end of the story, in a Court of JUSTICE!)

448 and her client, called that JUSTICE! I know of no greater crime short of
449 MURDERING a man!

450 As with most cases of Malicious Litigation, Abuse of Process, Harassment by Legal
451 Process, and Judicial Corruption, this is “A CASE WITHIN A CASE”.

452 Probably truth be told, this is “a case within a case, within a case”, but there is no
453 need to complicate things further, without adding legal or monetary value.

454

455 I see the following case hierarchy:

456 The Bankruptcy Fraud, Malicious Litigation and Judicial Corruption of our
457 Divorce (with the strategically forced-sale of OUR JOINTLY DEEDED, INVESTED IN,
458 and OWNED MARITAL RESIDENCE – while lying about MY EQUAL PROPERTY
459 INTEREST, concealing my financial investment in both the initial purchase and
460 continued improvements, as well as nearly a decade of my LABOR vastly improving the
461 CORE of OUR HOME and JOINT PROPERTY, which neither of us could have ever
462 afforded to purchase on our OWN. It required the liquidation and investment of BOTH of
463 our pre-marital 401k retirement plans to fund the initial PURCHASE of our HOME! After
464 the 2008 market crash, we decided that our RETIREMENT FUNDS would be more
465 WISELY INVESTED in the purchase of a significantly nicer MARITAL RESIDENCE,
466 strategically located in an area where money will soon no longer be able to purchase a
467 property so centrally and ideally located, while also being backed-up to HUNDREDS OF
468 ACRES OF PROTECTED WOODLANDS, at the END of a located in the cherished

469

470 I litterally just had to take a XANAX in an attempt to lower my blood pressure, to
471 help prevent me from having a STROKE by needing to CONTINUE sharing the SAME
472 TESTIMONY which every Tennessee Court has so far REFUSED to hear! Whether due to

473 corruption, collusion, or just plain laziness. My EVIDENCE screams for itself, if ever it
474 meets a truly conscionable and unbiased tribunal, JUSTICE will no longer be "optional"!
475 an unbiased I have been forced to RELIVE my NIGHTMARE HUNDREDS OF
476 TIMES, in an effort to get someone beyond my friends and family to HEAR IT ONCE!

477
478 I honestly wish I would have just published it from the beginning, rather than
479 wasting a day or a dollar in Court! I LITTERALLY could not have POSSIBLY fared any
480 worse had I GONE FISHING and DEFAULTED upon every account, prior to ever having
481 hired an attorney. I honestly believe that I would be BETTER OFF NOW, had I gone that
482 route, because at least I wouldn't have scarted the hornets into chasing me incessantly
483 without care, mercy, or even an ounce of humanity!

484
485
486
487 telling the SAME STORY AGAIN
488 , located
489 purchased on our OWN or maintained without which we both ere we both
490 financial investment interest lying about my OWNERSHIP share) of

491
492 Regarding the INTERNAL CASE of the Divorce between myself and Ms. Fenton,
493
494 litigiously annihilated party (that being me, as will become evident), NOT more
495 than have been publicly scrutinized more than once is to LISTEN to the

TIMELINE OF EVENTS AND COMMUNICATIONS (THE SECOND SMOKING GUN!) HUSBAND'S PREMARITAL LIFE

2001-05-17 HUSBAND'S PREMARITAL HOME/DUPLEX 772 & 774 Huntington Parkway, Nashville


Edit Save Share More Close










6 bd 2 ba 4,046 sqft
772 Huntington Pkwy, Nashville, TN 37211
 ● Off market Zestimate®: \$378,746 Rent Zestimate®: \$1,550/mo
 Est. refl payment: \$1,691/mo [Get current rates](#)

Overview

Note: This property is not currently for sale or for rent on Zillow. The description below may be from a previous listing.

DUPLEX, Bring your investors, easy to show income producing property! Great location right off Edmondson Pike near Nipper's Corner, much to offer. Two large units 772 & 774 with screened porches & full basements, recently updated!

What the seller loves about this home

Two nice 3 bedroom one bath units.

Facts and features Edit

Type: Multiple Occupancy	Cooling: Central
Year built: 1972	Parking: Garage - Detached, Off-street
Heating: Other	

Interior details

Bedrooms and bathrooms	Heating
Bedrooms: 6	Heating features: Other
Bathrooms: 2	Cooling
Full bathrooms: 2	Cooling features: Central
Basement	Appliances
Basement: Partially finished	Appliances included: Dishwasher, Range / Oven, Refrigerator
Flooring	Laundry features: Individual
Flooring: Tile, Carpet, Hardwood, Unoleum / Vinyl	Other interior features
	Total interior livable area: 4,046 sqft

Property details

Parking	Property
Total spaces: 0	Stories: 2
Parking features: Garage - Detached, Off-street	Exterior features: Vinyl, Brick
Has garage: No	Lot
Garage spaces: 0	Lot size: 0.26 Acres
	Other property information
	Parcel number: 16105004600

Construction details

Type and style	Condition
Home type: Multiple Occupancy	Year built: 1972

JEFF'S PREMARITAL HOME / DUPLEX near "Nipper's Corner" at 772 & 774 Huntington Parkway



Material information

Foundation: Slab
Roof: Asphalt

Building details

Management
Pets allowed: No
Rent control: No

Community and Neighborhood Details

Location

HOA and financial details

Other financial information
Tax assessed value: \$248,500

Other

Other facts
Built Information: Existing
Cooling Source: Electric
Electric Meter: Individual
Garage Description: Parking Space
Listing Status: Active
Sale Includes: Appliances
Sewer System: Sewer
Water Meter: Master
Water Source: City Water
Heating Source: Electric
Heating System: Central

Notable dates

Major remodel year: 1972

Other building information

Structure type: Split-level

Region: Nashville

Annual tax amount: \$3,136

Laundry: Individual
Listing Type: Exc. Right to Sell
Property Sub-Type: Duplex
County: Davidson County
Electricity Paid By: Other
Water Paid By: Other
Construction Type: Partial Brick
Area: 01-Davidson County
Contingency Type: Inspection
Property Class: Multi-Family
Sq.Ft. Measurement Source: Tax Record

Price and tax history

Price history

DATE	EVENT	PRICE
11/14/2016	Sold	\$250,000 (+4.2%)
Source: Public Record		
11/11/2016	Listing removed	\$239,900
Source: Worth Properties LLC		
10/26/2016	Listed for sale	\$239,900 (+49.9%)
Source: Worth Properties LLC		
8/2/2016	Sold	\$160,000 (+24.1%)
Source: Public Record		
5/17/2001	Sold	\$128,900 (+9.7%)
Source: Public Record		
6/18/1996	Sold	\$117,500
Source: Public Record		

Public tax history

YEAR	PROPERTY TAXES	TAX ASSESSMENT
2019	\$3,136	\$248,500

JEFF'S PREMARITAL HOME / DUPLEX near "Nipper's Corner" at 772 & 774 Huntington Parkway

JEFF'S PREMARITAL HOME / DUPLEX near "Nipper's Corner" at 772 & 774 Huntington Parkway



Material information
 Foundation: Slab
 Roof: Asphalt

Building details

Management
 Pets allowed: No
 Rent control: No

Community and Neighborhood Details

Location
 Region: Nashville

HOA and financial details

Other financial information
 Tax assessed value: \$248,500

Other

Other facts
 Built Information: Existing
 Cooling Source: Electric
 Electric Meter: Individual
 Garage Description: Parking Space
 Listing Status: Active
 Sale Includes: Appliances
 Sewer System: Sewer
 Water Meter: Master
 Water Source: City Water
 Heating Source: Electric
 Heating System: Central

Notable dates
 Major remodel year: 1972

Other building information
 Structure type: Split-level

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Source: Public Record		
5/17/2001	Sold	\$128,900 (+9.7%)
Source: Public Record		
6/18/1996	Sold	\$117,500
Source: Public Record		

Public tax history

YEAR	PROPERTY TAXES	TAX ASSESSMENT
2019	\$2,136	\$200,000

2018	\$3,136	\$99,400
2017	\$3,136	\$99,400 (+117.9%)

[See complete tax history](#)

Neighborhood: McMurray - Huntingdon

Neighborhood stats

- Home values in McMurray - Huntingdon have risen 5.1% (↑) over the past 12 months.
- Zillow predicts the home values in McMurray - Huntingdon will increase 3.4% (↑) in the next year.
- This home is valued 33% higher (↑) than the median home in McMurray - Huntingdon.
- The median Zestimate® for this neighborhood is \$284,781.

Nearby schools in Nashville

GreatSchools rating

- 8/10** Granbery Elementary School
Grades: K-4 Distance: 0.8 mi
- 5/10** William Henry Oliver Middle School
Grades: 5-8 Distance: 2.7 mi
- 3/10** John Overton Comp High School
Grades: 9-12 Distance: 2.4 mi

Tennessee • Nashville • 37211 • McMurray - Huntingdon • 772 Huntington Pkwy

Zillow © 2006-2020 Zillow



JEFF'S PREMARITAL HOME / DUPLEX near "Nipper's Corner" at 772 & 774 Huntington Parkway

772 DUPLEX RENTAL FLOORPLAN & FLYER

**- Nipper's Corner -
772 Huntington Parkway
Nashville, Tennessee**



View Virtual Tour at
www.FentonRents.com
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Main Floor Plan

Jeff Fenton Property Owner & Licensed Agent	Office: (615) 837-1300 Mobile: (615) 837-1301 Fax: (615) 837-1302
--	---

Information is deemed reliable but not guaranteed. Property is completely unfurnished, washer & dryer are not provided. 🏠

- Nipper's Corner -
772 Huntington Parkway
Nashville, Tennessee



View Virtual Tour at:
www.FentonRealty.com
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Basement Floor Plan

Jeff Fenton
Property Owner
& Licensed Agent

Office: (615) 837-1300
Mobile: (615) 837-1301
Fax: (615) 837-1302

Information is deemed reliable but not guaranteed. Property is completely unfurnished, washer & dryer are not provided. 🏠

774 DUPLEX RENTAL FLOORPLAN & FLYER

- Nipper's Corner -
774 Huntington Parkway
Nashville, Tennessee



Main Floor Plan

<p>Jeff Fenton Property Owner & Licensed Agent</p>	<p>Office: (615) 837-1300 Mobile: (615) 837-1301 Fax: (615) 837-1302</p>
---	--

Information is deemed reliable but not guaranteed. Property is completely unfurnished, washer & dryer are not provided. 🏠

- Nipper's Corner -
774 Huntington Parkway
Nashville, Tennessee



View Virtual Tour at:
www.FentonFents.com
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Basement Floor Plan

Jeff Fenton Property Owner & Licensed Agent	Office: (615) 837-1300 Mobile: (615) 837-1301 Fax: (615) 837-1302
--	---

Information is deemed reliable but not guaranteed. Property is completely unfurnished, washer & dryer are not provided. 🏠

MARRIED LIFE – OUR JOURNEY TOGETHER

2004-02-09 WHY Fawn LOVES Jeff

Jeff,

Because....

- You are compassionate. You truly understand people, and care about people's feelings. And when you care, it is completely sincere.

- You are truthful and honest. Even if you do something dishonest, you know the difference, and you are still honest with yourself about your choice. You do not run away from or deny truths that you do not like or of which you are afraid, and you acknowledge the truth, even when it hurts to do so. And even when some people will only admit the truth privately to themselves, you are not afraid to speak the truth out loud. You have incredible integrity.

- You are brave. You have been through so much pain and confusion in your short life, and yet you continue to live the best life that you can. You inspire me to be brave and keep trying, too.

- You are loyal. With me as your girlfriend, you have never shown any desire to betray me or do anything that might hurt me emotionally in any way. With your friends and family, you are always there for them, and through all of your difficult times, you have kept in touch with those who have earned your trust.

- You are intelligent! Your command of technical knowledge, from machinery and electronics to vocabulary and sentence structure, never ceases to amaze me. You easily learn new things, and once you understand a concept, you can put that idea to use in a variety of different ways – you use your knowledge creatively as well as well as routinely. And you are not intimidated by things you do not already know – you take on new knowledge with a contagious excitement.

- You are tolerant and understanding. Even when you don't understand or agree with something, you are willing to live-and-let-live. You don't throw hate or anger around without good reasons, and you are willing to put minor differences aside for the overall good of your relationships.

- You are strong, and you have determination. You don't let others run over you, or influence you away from what you believe. You know how to work hard to achieve a goal, and you never give up easily, even through the toughest of times.

- You are generous. If someone truly needs something from you, you give it without hesitation or questions or remorse. You willingly sacrifice your own needs to fulfill someone else's needs, and many times you don't even realize what you've done.

And because...

• You have not asked me to change my hair, or my clothes, [REDACTED] or my fingernails, or to wear makeup, or to change other external things. You have not asked me to change my personality – to be more cheerful, or more funny, or more confident... or less moody, or less needy, or less emotional, or whatever. You accept me as I am, and make me feel like a good person.

• You talk to me. You tell me about your day, or about something you did, or about an idea you had, and you share your thoughts with me, sincerely and with humor! It makes me feel like I am an important part of your life, and I feel included.

• You listen to me. No matter how boring my chatter is, or what else you'd rather be doing at that moment, if I start to tell you something, you listen and respond to what I say. Your acknowledgement of my words and thoughts encourages me to open my life and heart to you and gives me confidence in myself and the future.



• We get along! Neither of us like to yell or argue, neither of us wants undue drama or animation in our daily lives. We have similar values of what is important, what is luxury, and what is waste; we have similar tastes in material things such as clothes and décor; we have similar lifestyles of rest, work, play, and sleep. Agreeing on a course of action for any decision never seems to be difficult, and we can mentally relax around each other.

Because of all these things and more,


I love you.

2011 PURCHASED OUR MARITAL RESIDENCE
1986 Sunnyside Drive, Brentwood, TN 37027

ListingDetailReportHeader

Page 1 of 1



Residential MLS No. **1220084**
Status Closed Area 10 List Price **\$360,000**
 Type Site Built Er/Ea Exc. Right to Sell Media 
 Address **1986 Sunnyside Dr** City **Brentwood** Zip **37027**
 County **Williamson** Sub/Dev **Sunny Side** MLS Map
 Lot Number Tax ID **013JA 035.00** Deed Book/Page **4743/715**
 Directions **FROM NASHVILLE * SOUTH ON HILLSBORO RD, LEFT ON SUNNYSIDE DR, 1986 IS ON THE RIGHT**

General Information

<p>Style Ranch Acres 1.470 Total Rooms 9 Constr All Brick / Wood Driveway Aggregate Community Amenities</p>	<p>Stories 1.00 Acreage Source Size 150.0 x 434.0 Lot Wooded Floors Carpet / Finished Wood / Tile / Waterfront /</p>	<p>Year Built 1977 / Approximate Completion Assoc-Fee \$/mo Basement Partial / Unfinished Garage 2 / Attached - SIDE Roof Composition Shingle</p>
---	--	---

Rooms and Dimension Information

<p>Liv 15X13 / Formal Din 13X12 / Formal Kit 15X12 / Eat-In Den 19X13 / Fireplace</p>	<p>Rec 25X33 / Over Garage Hobby / Other / Other /</p>	<p>Bed 1 15X13 / Full Bath Bed 2 12X11 / Bed 3 13X13 / Bed 4 12X11 /</p>																
<table border="0"> <tr> <th align="left"></th> <th align="center">Bedrooms</th> <th align="center">Full Baths</th> <th align="center">Half Baths</th> </tr> <tr> <td>Main</td> <td align="center">4</td> <td align="center">2</td> <td align="center">1</td> </tr> <tr> <td>Other</td> <td align="center">0</td> <td align="center">0</td> <td align="center">0</td> </tr> <tr> <td>Total</td> <td align="center">4</td> <td align="center">2</td> <td align="center">1</td> </tr> </table>			Bedrooms	Full Baths	Half Baths	Main	4	2	1	Other	0	0	0	Total	4	2	1	<p>Finished Square Feet (est) Main 2579 Est. SqFt. Source Second Tax Record Third Basement Total 2579</p>
	Bedrooms	Full Baths	Half Baths															
Main	4	2	1															
Other	0	0	0															
Total	4	2	1															

Office and Showing Information

Show Call Showing Center Owner Name Open House
 Agent **John Taylor** (Ph: 615-794-0833 ext 6035) CoList Agent (Ph:)
 Listing Office **Zettlin & Co., Realtors** (Ph: (615) 794-0833) CoList Office (Ph:)
 Appt Phone (615) 327-0101 Subagency 0 Buyer Broker 3 Facilitator 3
 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**

Schools and Utilities

Elem1 **Grassland Elementary** Elem2 Middle/JR **Grassland Middle School** High **Franklin High School**
 Water City Water Sewer Septic Tank Cool Electric / Central Heat Gas / Central

Features

<p>Appliances Range Cooktop / Electric Oven Double Oven / Electric Other Dishwasher</p>	<p>Interior Features Firepl 1 Drapes Master Bath Sep. Shower/Tub / Ceramic Other Ceiling Fan / Extra Closets / Utility Connection /</p>	<p>Exterior Features Fence Patio/Deck Deck Pool Other Garage Door Opener</p>	<p>Miscellaneous Handicap Energy Storm Doors / Storm Windows / Green Cert Other Cable TV</p>
--	---	--	---

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

<p>Sales Agent Jeff Fenton Sales Office Benchmark Realty, LLC Seller Participation 4000 Terms Conventional</p>	<p>Co-Sales Agent Co-Sales Office Closing Date 4/29/2011 Pending Date 4/20/2011</p>	<p>Days On Mkt 205 Presale No Orig. List Price \$360,000 Sales Price \$350,000</p>
---	--	---

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**

<http://www.realtracs.net/Search/ListingDetailReportHeader.aspx?ReportID=1&ListingID=141028...> 4/29/2011

REALTY COMMISSION CHECK TOWARD IMPROVEMENTS

Touchstone Title, LLC

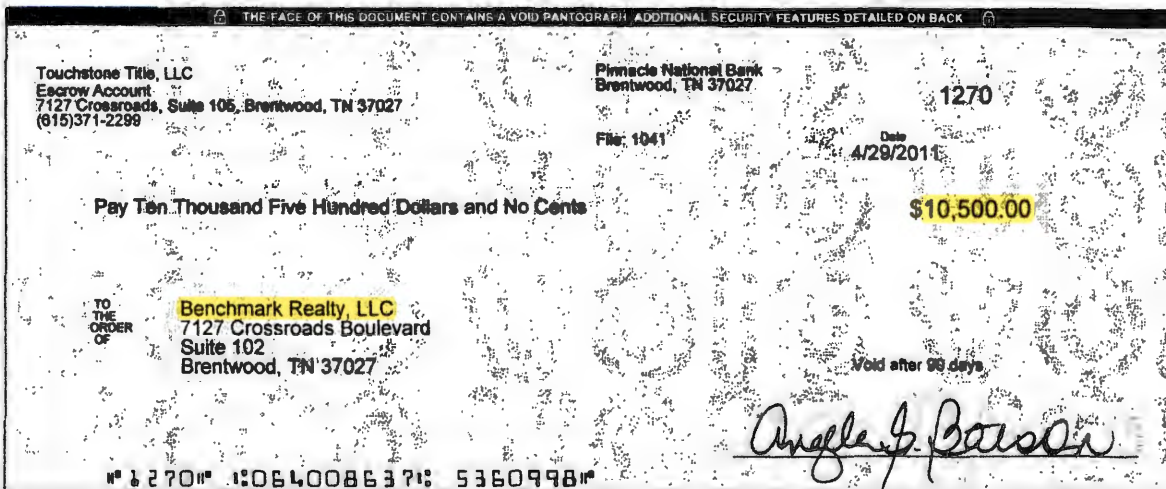
Pinnacle National Bank
Brentwood, TN 37027

1270

File: 1041
Buyer: Fawn T. Fenton
Seller: Mangel Jerome Terrell; Colette Keyser
Property Address: 1966 Sunnyside Dr., Brentwood, TN 37027
(702-1) Selling broker commission - \$10,500.00

Date
4/29/2011

Payable To: Benchmark Realty, LLC



Direct Deposit

4/29/2011

Jeffrey R. Fenton

**10,105.00

Ten Thousand One Hundred Five and 00/100*****

Jeffrey R. Fenton
P. O. Box 111777
Nashville, TN 37222

Commission: 1986 Sunnyside Dr. Closing

Jeffrey R. Fenton

4/29/2011

Commission: 1986 Sunnyside Dr. Closing

10,105.00

Gross Commission: \$10,500.00

Less Closing Fee: \$ 395.00

Pinnacle Bank - Oper Commission: 1986 Sunnyside Dr. Closing

10,105.00

Jeffrey R. Fenton

4/29/2011

Commission: 1986 Sunnyside Dr. Closing

10,105.00

Gross Commission: \$10,500.00

Less Closing Fee: \$ 395.00

*OK
JRF*

Pinnacle Bank - Oper Commission: 1986 Sunnyside Dr. Closing

10,105.00

Transaction Submission Report

Generated: 4/29/2011 6:57:01 PM

User: Benchmark Realty, LLC - Donna Brown

ODFI: 064008637 - Pinnacle National Bank

Category: Commission Check
 Customer ID: 1204664119 Comp Entry Desc: Commission
 Customer Name: Benchmark Realty Comp Disc Data:

Trans Collection Submitted: 4/29/2011 6:57:00 PM

Individual Name	Individual ID	Prenote	Debit	Credit	Eff Date	R/T Num	Type	Acct Number
Fenton Jeff	Fenton Jeff	No	0.00	10,105.00	4/29/2011	064005203	DDA	102196610
Subtotal:			0.00	10,105.00				
Transaction Count:			0	1				
Prenote Count:			0	0				
Transaction Subtotal:			0	1				

Totals For All Transactions

	Debit	Credit
Total:	0.00	10,105.00
Transaction Count:	0	1
Prenote Count:	0	0
Transaction Total:	0	1

TENANCY BY THE ENTIRETY ON MARITAL RESIDENCE

Jeff Fenton

From: Kim Hollingshead [Kim@TouchstoneTitleTN.com]
Sent: Wednesday, September 24, 2014 3:42 PM
To: Jeff Fenton
Cc: Fawn Fenton
Subject: RE: Fenton Purchase | 1986 Sunnyside Drive, Brentwood | Tenancy by the Entirety?

And wife

From: Jeff Fenton [mailto:Jeff@MeticulousMarketing.com]
Sent: Wednesday, September 24, 2014 3:41 PM
To: Kim Hollingshead
Cc: Fawn Fenton
Subject: RE: Fenton Purchase | 1986 Sunnyside Drive, Brentwood | Tenancy by the Entirety?

Thanks for the lightning fast response with the Deed Kim!

Can you please explain to me how "Tenancy by the Entirety" is specified/differentiated on this document?

Thanks again!

Jeff Fenton

Meticulous Marketing LLC
(615) 837-1300 Office
(615) 837-1301 Mobile
(615) 837-1302 Fax

When it's worth doing RIGHT the first time!

Submit or respond to a support ticket [here](#).

From: Kim Hollingshead [mailto:Kim@TouchstoneTitleTN.com]
Sent: Wednesday, September 24, 2014 3:31 PM
To: Jeff Fenton
Cc: Fawn Fenton
Subject: RE: Fenton Purchase | 1986 Sunnyside Drive, Brentwood | Tenancy by the Entirety?

Jeff, please see attached. Title is currently vested as Tenancy by the Entirety.

Kimberly K. Hollingshead, Esq.
President
Touchstone Title & Escrow LLC
11 Seaboard Lane Suite 114
Franklin TN 37067

Office (615) 371-2299
Email: Kim@TouchstoneTitleTN.com
Website: www.TouchstoneTitleTN.com

Our number one goal is to ensure that you are satisfied with our services. If you have any questions or concerns on this closing or suggestion on how we can make your next interaction with us even better please e-mail me

NOTICE: YOU ARE NOT AUTHORIZED TO FORWARD THIS EMAIL TO ANYONE. This e-mail message and all attachments transmitted with it may contain legally privileged and confidential information intended solely for the use of the addressee. If the reader of this message is not the intended recipient, you are hereby notified that any reading, dissemination, distribution, copying, or other use of this message or its attachments is strictly prohibited. It is not our intention to waive the attorney-client privilege, the attorney work-product doctrine, or any proprietary rights in the information contained on the following pages. If you have received this message in error, please notify the sender immediately by telephone (615-371-2299) or by electronic mail (kim@touchstonetitletn.com), and delete this message and all copies and backups thereof. Thank you.

From: Jeff Fenton [<mailto:Jeff@MeticulousMarketing.com>]
Sent: Wednesday, September 24, 2014 3:24 PM
To: Kim Hollingshead
Cc: Fawn Fenton
Subject: RE: Fenton Purchase | 1986 Sunnyside Drive, Brentwood | Tenancy by the Entirety?
Importance: High

Hello Kim!

It has been a while!

It has been recommended to Fawn and I, for liability purposes, that we hold title to our home as "Tenancy by the Entirety".

I know very little about this, but here is an explanation that I found online:

Tenancy by the Entirety: a special form of joint tenancy when the joint tenants are husband and wife – with each owning one-half. Neither spouse can sell the property without the consent of the other. Words in the deed such as "Bill and Mary, husband and wife as tenancy in the entirety" establish title in tenancy by the entireties. This form of ownership is not available in all states. (http://itlehmanlaw.com/lawyer/Nashville-TN_fg314.htm)

Can you please tell me how our title is held currently at 1986 Sunnyside Drive, Brentwood, 37027? (You facilitated our closing.) I have a copy of our Deed of Trust (attached), but I can't figure out if this is titled as "Tenants in Common", "Joint Tenancy", or "Tenancy by the Entirety".

Is there a document that you can provide me which shows exactly how our property is titled?

Thanks for your help with this!

Jeff Fenton
Meticulous Marketing LLC
(615) 837-1300 Office
(615) 837-1301 Mobile
(615) 837-1302 Fax

When it's worth doing RIGHT the first time!

follows:

31.1 TENANCY BY THE ENTIRETY

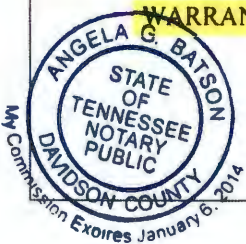
When real property is acquired by individuals who are husband and wife at the time of the conveyance, then title is jointly held as an indivisible whole with right of survivorship unless the granting instrument expressly states that the title is not to be held as a Tenancy by the Entirety. Upon divorce, a Tenancy by the Entirety is destroyed and absent some decree by the Divorce Court, the interest of the former spouses is converted into a Tenancy in Common with each owning a one-half interest.

31.2 TENANTS IN COMMON

When real property is acquired by two or more individuals who are not married at the time of the conveyance, or a Tenancy by the Entirety is destroyed through a divorce, title is held as Tenants in Common. In cases where the property is owned by Tenants in Common, each owner has a certain defined share in the property. Unless the instrument states otherwise, when there are two owners, each will automatically be presumed to own one-half each; if three, a third each, and so on. However, the shares between Tenants in Common do not need to be equal. The parties can decide what share of the property belongs to each owner. For example, if two individuals named Sam and Mark buy a property together, but if Sam contributes more to the purchase price than Mark, this could be reflected in the respective shares each acquires in the property. The deed into these individuals could state that Sam receives 70% interest in the property and Mark is entitled to 30%. The important point is that each of the Tenants in Common owners always owns his or her share of the property, and is only entitled to that same percentage of the sale proceeds. For example, if Sam dies, then his share of the property will be administrated as part of Sam's estate. Mark will continue to own his 30% after Sam's death. Unlike in a Joint Tenancy with a Right of Survivorship, it does not automatically pass to Mark.

When property is held as Tenants in Common, each of the individuals have a right to enter the common estate and take possession of the whole, subject to the equal right of the co-tenants to share in possession of the whole; and one co tenant's occupation or possession of the property can never be deemed adverse to the other co-tenants.

WARANTY DEED for MARITAL RESIDENCE

 <p>WARRANTY DEED</p>	STATE OF TENNESSEE COUNTY OF WILLIAMSON THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS \$350,000.00
	Affiant: <i>[Signature]</i> Subscribed and sworn to before me, this 29th day of April, 2011. Notary Public: <i>Angela G. Batson</i> MY COMMISSION EXPIRES: (AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY:
Southland Title & Escrow Co., Inc.
 7101 Executive Center Drive, Suite 151
 Brentwood, TN 37027

ADDRESS NEW OWNERS AS FOLLOWS:			SEND TAX BILLS TO:			MAP-PARCEL NUMBERS		
Fawn ■ Fenton			Renasant Bank			013 J-A		
(NAME)			(NAME)			(MAP)		
1986 Sunnyside Drive			2001 Park Place North, Suite 650			035.00		
(ADDRESS)			(ADDRESS)			(PARCEL)		
Brentwood, TN 37027			Birmingham, AL 35203					
(CITY)	(STATE)	(ZIP)	(CITY)	(STATE)	(ZIP)			

For and in consideration of the sum of TEN DOLLARS, cash in hand, paid by the hereinafter named Grantee(s), and other good and valuable consideration, the receipt of which is hereby acknowledged, I/we, **Mangel Jerome Terrell and wife, Colette Keyser**, hereinafter called the Grantor(s), have bargained and sold, and by these presents do hereby transfer and convey unto **Jeffrey R. Fenton and wife, Fawn ■ Fenton**, hereinafter called Grantee(s), their heirs and assigns, that certain tract or parcel of land in Williamson County, TENNESSEE, described as follows, to-wit:

LAND in Williamson County, TN, BEING Lot No. 29, on the Plan of Section 3, Sunny Side Estates, of record in Plat Book 5, page 67 as amended in Book 330, page 844, Register's Office for Williamson County, TN, to which plan reference is hereby made for a complete description thereof.

Being the same property conveyed to Jerome Terrell and spouse, Collette Keyser, by deed dated July 8, 2005, from Melner R. Bond III and spouse, Kimala K. Bond, of record in Book 3615, page 152, and further conveyed to Mangel Jerome Terrell and wife, Colette Keyser, by Quitclaim Deed dated February 20, 2009, from Jerome Terrell and wife, Colette Keyser, of record in Book 4743, page 715, Register's Office for Williamson County, TN.

This conveyance is subject to the taxes for the current year and subsequent years; any and all easements and/or restrictions of record; and all matters shown on the plan of record; all in the said Register's Office.

This is () unimproved (X) improved property, know as: **1986 Sunnyside Drive, Brentwood, Tennessee 37027**

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns forever; and we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness my/our hand(s) this 29th day of April, 2011.

Mangel Jerome Terrell
 Mangel Jerome Terrell

Colette Keyser
 Colette Keyser

**STATE OF TENNESSEE
COUNTY OF WILLIAMSON**

Before me, the undersigned authority, a Notary Public within and for the State and County, appeared Mangel Jerome Terrell; Colette Keyser with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon their oath(s) acknowledged themselves to be the within named bargainor(s), and that they executed the foregoing instrument of their own free will for the purposes therein set forth.

Witness my hand and official seal at office at Brentwood, Tennessee, on this the 29th day of April, 2011.


Notary Public

My Commission Expires: 9/3/2012



This document was e-recorded in Book 5313,
Page 452, Williamson Co. ROD on 5/12/11.

Book 5313 Page 452

	STATE OF TENNESSEE COUNTY OF WILLIAMSON THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS \$350,000.00
	Affiant Subscribed and sworn to before me, this 29th day of April, 2011. Notary Public MY COMMISSION EXPIRES: (AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY:
Southland Title & Escrow Co., Inc.
 7101 Executive Center Drive, Suite 151
 Brentwood, TN 37027

ADDRESS NEW OWNERS AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Fawn Fenton	Renasant Bank	013 J-A
(NAME)	(NAME)	(MAP)
1986 Sunnyside Drive	2001 Park Place North, Suite 650	035.00
(ADDRESS)	(ADDRESS)	(PARCEL)
Brentwood, TN 37027	Birmingham, AL 35203	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

For and in consideration of the sum of TEN DOLLARS, cash in hand, paid by the hereinafter named Grantee(s), and other good and valuable consideration, the receipt of which is hereby acknowledged, I/we, **Mangel Jerome Terrell and wife, Colette Keyser**, hereinafter called the Grantor(s), have bargained and sold, and by these presents do hereby transfer and convey unto **Jeffrey R. Fenton and wife, Fawn Fenton**, hereinafter called Grantee(s), their heirs and assigns, that certain tract or parcel of land in Williamson County, TENNESSEE, described as follows, to-wit:

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This conveyance is subject to the taxes for the current year and subsequent years; any and all easements and/or restrictions of record; and all matters shown on the plan of record; all in the said Register's Office.

This is () unimproved (X) improved property, know as: 1986 Sunnyside Drive, Brentwood, Tennessee 37027

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns forever; and we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness my/our hand(s) this 29th day of April, 2011.

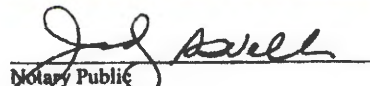
Mangel Jerome Terrell
 Colette Keyser

Book 5313 Page 453

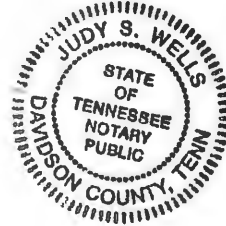
STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, the undersigned authority, a Notary Public within and for the State and County, appeared Mangel Jerome Terrell; Colette Keyser with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon their oath(s) acknowledged themselves to be the within named bargainor(s), and that they executed the foregoing instrument of their own free will for the purposes therein set forth.

Witness my hand and official seal at office at Brentwood, Tennessee, on this the 29th day of April, 2011.


Notary Public

My Commission Expires: 9/3/2012



Book 5313 Page 454

BK/DG: 5313/452-454
11015616

Certificate of Authenticity

3 PGS : DEED	
KAREN OWENS	214724 - 11015616
05/12/2011 - 02:16 PM	
VALUE	350000.00
MORTGAGE TAX	0.00
TRANSFER TAX	1295.00
RECORDING FEE	15.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	1313.00
STATE OF TENNESSEE, WILLIAMSON COUNTY	
SADIE WADE	
REGISTER OF DEEDS	

I, Kimberly Hollingshead, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

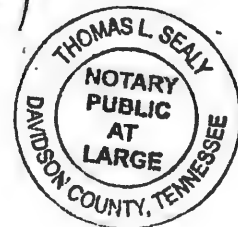
[Signature]
Signature

State of Tennessee
County of Williamson

Personally appeared before me, the Undersigned, a notary public for this county and state, Kim Hollingshead who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

[Signature]
Notary's Signature

My Commission Expires: 1/9/12



DEED OF TRUST for MARITAL RESIDENCE

WHEN RECORDED, MAIL TO:
RENASANT BANK c/o NATIONWIDE TITLE CLEARING, INC ATTN: FINAL DOCS UNIT
2100 ALT 19 NORTH
PALM HARBOR, FLORIDA 34683

This instrument was prepared by:
RENASANT BANK
2200 ABBOTT MARTIN RD. STE. 103
NASHVILLE, TENNESSEE 37215
615-463-1505

Maximum principal indebtedness for Tennessee recording tax purposes is **\$280,000.00**.

(Space Above This Line For Recording Date)

DEED OF TRUST

MIN: **100319257110400017**

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **April 29, 2011**, together with all Riders to this document.

(B) "Borrower" is **FAWN FENTON AND HUSBAND JEFFREY R. FENTON**. Borrower is the trustor under this Security Instrument.

(C) "Lender" is **RENASANT BANK**. Lender is A MISSISSIPPI CORPORATION, organized and existing under the laws of MISSISSIPPI.
Lender's address is 2200 ABBOTT MARTIN RD. STE. 103, NASHVILLE, TENNESSEE 37215.

(D) "Trustee" is **R. RICK HART** a resident of DAVIDSON County, Tennessee.

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

TENNESSEE Single Family Fannie Mae/Freddie Mac UNIFORM INSTRUMENT with MERS Form 3043 1/01

IDS, Inc.

Page 1 of 12

Borrower(s) initials

FF JB

EXHIBIT "A"
LEGAL DESCRIPTION

File No.: 1041

Land in Williamson County, Tennessee, being Lot 29, PLAN OF SECTION 3, SUNNY SIDE ESTATES, as shown on plat of record in Plat Book 5, Page 67, in the Register's Office, Williamson County, Tennessee, to which plat reference is hereby made for a more particular description of said property.

File No.: 1041
TN Exhibit A Legal Description

Page 1 of 1

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

IN WITNESS WHEREOF, Borrower has executed this Security Instrument.

Witnesses:

Fawn Fenton (Seal)
FAWN FENTON -Borrower

Jeffrey Fenton (Seal)
JEFFREY FENTON -Borrower

STATE OF TENNESSEE, Williamson County as:

On this 29th day of April, 2011, before me personally appeared **FAWN FENTON** and **JEFFREY FENTON** to me known to be the person(s) described in and who executed the foregoing instrument, and who acknowledged the execution of the same to be his/her/their free act and deed. Witness my hand and official seal.

My Commission Expires:



Kimberly Hollingshead
Notary Public



BANCORPSOUTH BANK
5217 MARYLAND WAY (1-4 Family Real Estate no Transfer of Ownership)
BRENTWOOD, TN 37027

LIEN AFFIDAVIT

DATE: 04/29/2011

BORROWER(S): FAWN T FENTON and JEFFREY FENTON

PROPERTY ADDRESS:
1986 SUNNYSIDE DRIVE
BRENTWOOD TN 37027
WILLIAMSON County

Credit Limit/Note Amt: \$ 50000.00
(Maximum Allowed For This Program \$250,000)

Account # 161000725759

I/WE ("Borrower") are the owner of the Property and there is no lien on the property listed above ("Property") nor has any lien upon the property been given or executed or contracted or agreed to be given or executed by the undersigned borrower(s) ("Borrower") to any person except for (1) the liens disclosed below or (2) liens which will be discharged from the proceeds of the subject loan ("Loan").

First Lien: Benasant Loan Amount: \$ 280,000.⁰⁰

*Superior Lien(s) and all unverified loans with initial terms greater than 72 months indicated on Credit Bureau Report
*Superior Lien(s) refer to any lien in a position prior to our intended lien.

Superior Lien: Loan Amount: \$

Superior Lien: Loan Amount: \$

(list any additional liens on separate pages)

List all liens for which the subject Loan proceeds will be used to discharge (if applicable).

Lien: Loan Amount: \$

Lien: Loan Amount: \$

The undersigned hereby acknowledge(s) that this affidavit is executed for the purpose of inducing the lender named above to make the Loan and that the Lender will rely upon this affidavit in making the Loan and the information is correct and complete.

BORROWER(S):

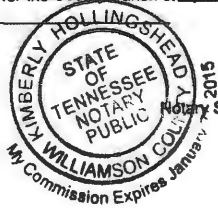
Signature: Fawn T Fenton Date: 4/29/11

Signature: Jeffrey Fenton Date: 4/29/11

Signature: _____ Date: _____

Signature: _____ Date: _____

Sworn to, by the above named borrower(s), on this 29th day of April, 20 11
Before me, a Notary Public for the County/Parish of Williamson and the state of Tennessee
My Commission Expires _____
(Notary Seal)



Notary Signature: [Signature]

QPS v 3.8.1 4/6/2011 1004283740
00161000725759488011LIDMAPP



Renoff pg1 11/2005

2014-11-09 ADD Life Insurance on Wife, in the Amount Due on Marital Residence Mortgages, to Prevent Husband from Ever Becoming Homeless IF Something Tragically Happened to Wife, After Duplex was Forfeited



Activation Form

Accidental Death and Dismemberment Insurance Underwritten by Monumental Life Insurance Company, Cedar Rapids, Iowa

Fawn Fenton

1986 Sunny Side Dr, Brentwood, TN 37027-5404

800029337329 FENTO3 FVPZ258 S E

Please respond within 14 days

YES, I'd like to activate the \$1,000 of no-cost insurance coverage, paid by Ascend Federal Credit Union by signing below and mailing this form.

Also, please increase my coverage. I am eligible for up to \$300,000 protection. Yours starting at \$1.00 a month per \$10,000 of additional coverage for you or \$1.50 a month to protect your family, too.

Please select your coverage amount. Acceptance guaranteed up to \$300,000.

(Check one box only):

- \$300,000 (Recommended)**
- \$150,000
- \$100,000
- \$50,000

Choose Family or Single Coverage:

When neither box is selected, you will receive single coverage. Please check one:

- Family (Covers you, your spouse and eligible children)
- Single (Covers you alone)

Beneficiary (please print clearly): JEFFREY R. FENTON

Relationship to you: HUSBAND

PLEASE DO NOT SEND MONEY. Simply sign and mail this form today.

I hereby activate the Accidental Death and Dismemberment Insurance underwritten by Monumental Life Insurance Company. If selecting additional insurance, I authorize my premium to be billed quarterly and remitted to the insurance company from my account. Coverage begins on the effective date stated on the Certificate of Insurance provided the first premium is paid. All coverage amounts reduce to 50% at age 70. I acknowledge that I have received, read and understand all insurance disclosures on the reverse side of this form.

A 0010 0165 19553 1001 0047 0000 29 7011 FVPZ25

Signature: Fawn Fenton

Date: 11/9/2014

Must be signed by one of the addressees above. For joint accounts, signer will be the primary insured. Must be age 18 or older.

AD1100GEM (Rev. 10/09)
Doug Smith, Licensed Insurance Agent #910348



ACP1U1T1242
W-84930-A
RA/14
© 2007 Affinion Group
F-TA10897



Thank you for returning your completed Activation Form promptly. Your Certificate of Insurance will be delivered to the verified address above.

Get This Valuable Protection With No Medical Exam! You Are Guaranteed Acceptance For This Accidental Death and Dismemberment Insurance

When Your Coverage Goes Into Effect

Basic and additional Accidental Death and Dismemberment coverage will become effective on the first day of the month on the next available quarterly effective date following receipt of your activation form. Your effective date will be shown in your certificate. Additional coverage is contingent upon our receipt of the first premium prior to the due date and during the insured's lifetime.

Charge Authorization

I hereby activate the Accidental Death and Dismemberment Insurance underwritten by Monumental Life Insurance Company. If selecting additional insurance, I authorize my premium to be billed quarterly and remitted to the insurance company from my account. Coverage begins on the effective date stated on the Certificate of Insurance provided the first premium is paid. All coverage amounts reduce to 50% at age 70. I acknowledge that I have received, read and understand all insurance disclosures on the reverse side of this form. Each person participating in the plan will receive a certificate of insurance describing the exact coverage and benefits provided.

Rate Schedule

Benefit Amount:	\$300,000	\$150,000	\$100,000	\$50,000
Monthly Cost (Charged quarterly to your account):				
Single Coverage:	\$30.00	\$15.00	\$10.00	\$5.00
Family Coverage:	\$45.00	\$22.50	\$15.00	\$7.50

COVERS YOU AND/OR YOUR FAMILY FOR:

Common Carrier Accidental Death	\$600,000	\$300,000	\$200,000	\$100,000
Other Accidental Death	\$300,000	\$150,000	\$100,000	\$50,000

All coverage amounts reduce to 50% at age 70. This reduction also applies even if you have attained the age of 70 when you first obtain coverage. See Family Coverage provision for complete Family plan details.

Rates may be changed on a class basis. We will provide written notice at least 31 days prior to any change.

PC11U17T1230002*

PR4930A (R 4/14)

Questions? Call Monumental Life's Plan Administrator at 1-855-416-7385 Monday - Friday, 7:00 a.m. to 8:00 p.m., CST • Saturday, 8:30 a.m. to 5:00 p.m., CST

Underwritten by Monumental Life Insurance Company
 The Plan Administrator is Affton Benefits Group, LLC.
 Policy Form AD1000GCM
 Affton Benefits Group, LLC is compensated for the placement of insurance and for the services it provides to customers on behalf of the insurance company, in addition to other compensation it may receive.
 Compensation associated with this insurance program may be paid to sponsoring entities.
 Doug Smith, Licensed Insurance Agent #910348



Important Information About Your Coverage

Ascend
Federal Credit Union
520 Airpark Drive, P.O. Box 1210
Tullahoma, Tennessee 37388
(931)455-5441

ACCOUNT NUMBER	PAGE	
2576580	1	
	01MAR15	31MAR15
SOCIAL SECURITY NUMBER	FROM	TO
	STATEMENT PERIOD	
8 E-STMT		

FAWN FENTON
1986 SUNNY SIDE DR
BRENTWOOD TN 37027

Help Your Kids Get Wild about Saving

Now through April 30, open a youth account for your child and let her register to win prizes! Follow us on social media for giveaways all month long. Call 800-342-3086 for complete details

NOTICE: See reverse side for important information

SAVINGS Suffix 0	Your balance at the beginning of the period.....\$	25.40
	Your new balance on 31MAR15.....\$	25.40

		Total for this period
		Total year-to-date

	TOTAL OVERDRAFT ITEM FEES	0.00
	TOTAL RETURNED ITEM FEES	0.00

	Dividends Paid To You In 2015 On Suffix 0	\$ 0.01
=====		
CHECKING Suffix 7	No. 1002576580. Balance at the beginning of the period....\$	250.70
	Additions and miscellaneous withdrawals:	
	04MAR WITHDRAWAL-ACH-A-BEN-CON	-90.00
	AD&D855-416-7385 (INS PREM)	
	1 Withdrawals = 90.00 0 Deposits = 0.00 0 Checks Cleared	
	Your new balance on 31MAR15.....\$	160.70

		Total for this period
		Total year-to-date

	TOTAL OVERDRAFT ITEM FEES	0.00
	TOTAL RETURNED ITEM FEES	0.00

	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 Checking balances.....\$	160.70
	Your total Savings balances.....\$	25.40
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)..\$	0.01

*ASTERISK NEXT TO TRANSACTION DATE INDICATES THE DATE SHOWN IS THE EFFECTIVE DATE AND NOT THE TRANSACTION DATE.

2017-04-06 Fawn's \$10k (13%) Raise that JEFF Negotiated for Her

March 22, 2017

FAWN,

PAYROLL INFORMATION

2017 Semi-WEEKLY PAY \$ 3,326.89

MONTHLY PAY X2 6,653.78

2017 YEARLY PAY ^{now} X12 \$79,845.36

5% RAISE 02/15/16 ^{yearly} -0.00- (Last raise 02/15/16)

2017 YEARLY PAY ^{new} \$79,845.36

CHRISTMAS BONUS 2016 6,216.00 (after tax \$4,000.00)

INSURANCE BENEFITS 20,455.32

TOTAL PACKAGE \$106,516.68

New Semi-Weekly pay amount \$ 3,326.89 (starts 02/15/16)

Monthly pay amount 6,653.78

Yearly pay amount \$79,845.36

Thank you,

**Loretta Hall
LH Accounting**

Jeff Fenton

From: Jeff Fenton
Sent: Tuesday, March 28, 2017 11:50 PM
To: Ken Adkisson
Cc: Loretta Hall
Subject: FW: Attached Image FYI
Attachments: 3197_001.pdf

Importance: High

Ken,

I'm sorry, but this is insulting! To spend \$12k on furniture and not even give a 5% Cost of Living increase to the BACKBONE of your entire company, is a pretty massive slap in the face! Especially after the year that you just had and the size of some of the contracts currently in your office.

Insurance costs always go up! We all have this wrestling match every year. An increase of only \$1,000 per month for the entire office, is a lot less than what we anticipated for this year or experienced in years past. It is the cost of doing business. Is it WORTH it to have your own firm or not?

We can't budget bills with Christmas bonuses!

Fawn really should be receiving MONTHLY bonuses by now, depending upon the work in the office, or a Partner as you have mentioned to her in the past. At this point, neither of us expect either, but if you're going to keep her limited to her salary, please have the decency to at least match inflation each year with her raises!

Fawn is what holds your company TOGETHER and makes your life WORK!

There are too many Architecture firms in Nashville right now, seeking highly qualified staff, to treat her like she is the absolute last consideration in your budget!

I'm not telling Fawn that I sent this to you, but I'm hoping that you'll make this RIGHT.

JEFF FENTON
METICULOUS.TECH
(615) 837-1300 OFFICE
(615) 837-1301 MOBILE
(615) 837-1302 FAX

**TECHNICAL CONSULTING, SERVICES, AND SOLUTIONS,
WHEN IT'S WORTH DOING RIGHT THE FIRST TIME!**

SUBMIT OR RESPOND TO A SUPPORT TICKET HERE.

A DIVISION OF METICULOUS MARKETING LLC

Jeff Fenton

From: Ken Adkisson <kadkisson@adkissonarchitects.com>
Sent: Wednesday, March 29, 2017 10:17 AM
To: Jeff Fenton
Cc: Fawn Fenton; Loretta Hall
Subject: Re: Attached Image FYI

Thanks for all your input and opinions. Fawn and I will continue to develop a compensation package that she is comfortable with.

Sent from my iPhone

On Mar 29, 2017, at 9:09 AM, Jeff Fenton <Jeff@Meticulous.tech> wrote:

I've known several small companies who pay annual bonuses in the \$20k - \$30k range for their top tier staff.

I'm not trying to belittle the Christmas bonus that you sometimes offer, I'm just saying that isn't unusual amongst top ranking professionals in my experience.

Thanks.

Jeff Fenton
METICULOUS.tech

Sent by my iPhone

From: Ken Adkisson <kadkisson@adkissonarchitects.com>
Sent: Wednesday, March 29, 2017 7:38:42 AM
To: Jeff Fenton
Cc: Fawn Fenton
Subject: Re: Attached Image FYI

Jeff, pls calm down. Fawn and I have not settled on a raise until we see what the new health insurance premiums will be. This is her suggestion. Pls remember that in addition to a \$6,000.00 year end bonus, I'm paying for 100% of your health care. I doubt very few companies do that.

Sent from my iPhone

Jeff Fenton

From: Fawn Fenton <ffenton@adkissonarchitects.com>
Sent: Wednesday, March 29, 2017 10:39 AM
To: Loretta; Jeff Fenton
Cc: Ken Adkisson
Subject: RE: Attached Image FYI

Ok all of you, we are done talking about this for now.
No more input needed.
Thanks,
Fawn

From: Loretta [mailto:lhallaaccounting@yahoo.com]
Sent: Wednesday, March 29, 2017 9:35 AM
To: Jeff Fenton <jeff@meticulous.tech>
Cc: Ken Adkisson <kadkisson@adkissonarchitects.com>; Fawn Fenton <ffenton@adkissonarchitects.com>
Subject: Re: Attached Image FYI

Jeff,

Just FYI.

In the other companies that I am working with NONE of them paid full coverage for employee insurance. As a matter of fact Bubba work for Ford for 30 years, has been retired for 10. The company totally paid his insurance until 5 years ago. Times have changed. Large and small companies have found it hard to survive with with the rising cost of insurance. Not only has healthcare insurance went through the roof, but the companies are also faced with liability insurance rising, workmens comp insurance, umbrella insurances, etc.....

From the email that Ken sent I did not see where an amount had been decided for raise or insurance deduction. The last that was discussed: was that the amount of salary would be addressed after insurance amounts were determined for this year.

We also have to keep in mind that in the past when jobs were few and money was low, salary was not adjusted. So are employees willing to adjust back if times get slim. ???

As far as furniture for the office. Adkisson has not bought new furniture in YEARS. This is an item that can be depreciated on taxes. Hopefully our NEW President will work for the companies to give them additional tax relief that was taken away by Obama.

In my opinion the compensation package should be decided between the employer and the employee.

Have a wonderful day!
Loretta

Jeff Fenton

From: Jeff Fenton
Sent: Wednesday, April 5, 2017 1:23 PM
To: Ken Adkisson; Loretta
Cc: Fawn Fenton (ffenton@adkissonarchitects.com)
Subject: Two Alternate Pay Structures which I Believe would be FAIR and Successful for Your Firm | Assets & Tax Benefits: Stuff vs. PEOPLE
Attachments: 3197_001.pdf
Importance: High

Hello Ken & Loretta,

Prompted by Loretta's email last Wednesday, I've invested some time contemplating different compensation structures and decided to share TWO with you here, both which I believe would be fair, equitable, and rewarding for both you and Fawn, while providing your company with an "emergency relief valve" if times got tough, as Loretta mentioned.

I do believe that Loretta made some good points in her email, but I also believe that some of her comments regarding the tax benefits of purchasing furniture over increasing salaries are mistaken, misleading, or incorrect.

Since I find myself working on my Schedule 'C' today for the IRS (which I am very familiar with for small business taxes), I decided to chime back in and share my thoughts, hoping that they be heard, so that no one be unnecessarily confused about this issue.

As for the depreciation and tax benefits of purchasing the new FURNITURE, I'm versed enough in tax code to understand that there is NO TAX benefit for writing off furniture which EXCEEDS the TAX BENEFITS of writing off employee SALARIES and BONUSES! Salaries and bonuses can be 100% WRITTEN-OFF in the SAME tax year, provided that you have enough income. IF at the end of the year, your business is operating at a loss, because of not enough income, then whatever portion of your operational expenses (salaries, bonuses, business interest, etc...) can be HELD OVER and written-off in subsequent tax years (much the same as "depreciation"). The TAX BENEFITS of investing in your PEOPLE always exceeds investing in your STUFF, as long as your income can support it! Likewise, if you want, you can FINANCE employee salaries and bonuses and WRITE-OFF the INTEREST from your line-of-credit (as long as you keep the line-of-credit purely for business expenses), exactly the same as you plan to write-off the INTEREST by financing the FURNITURE! Both expenses go on the exact same line of your Schedule-C: "Other Interest", and there is absolutely no TAX BENEFIT to financing STUFF over PEOPLE or PEOPLE over STUFF. The TAX BENEFITS for BOTH are IDENTICAL! It is simply a matter of which YOU PREFER to INVEST IN!

In reference to Loretta's question "We also have to keep in mind that in the past when jobs were few and money was low, salary was not adjusted. So are employees willing to adjust back if times get slim. ???", I believe that the

answer to that question relies upon ONE simple factor: **How much Ken is willing to “share the wealth” when business is good!**

For the sake of illustrating this, I will just guess at some round numbers here, which sound fair to me:

- If Ken had a base salary (without benefits/insurance/etc...) of **\$200k** per year.
- If Fawn had a base salary (without benefits/insurance/etc...) of **\$125k** per year.
- If there were financial transparency between them, and Fawn was invited to weigh-in on significant financial decisions which could affect BOTH of their salaries.
- THEN I think that it would be ABSOLUTELY FAIR, if when business was down, that BOTH Ken and Fawn took temporary pay cuts, of EQUAL PROPORTION to their annual salaries.
 - For example, if it was a slow month, Fawn and Ken could both take a **25%** or even a **50%** cut off of their base salaries, to help keep the firm afloat.
 - Likewise, if the company caught back up, they could each receive bonuses to personally catch back up, which again should be EQUALLY PROPORTIONED to their annual salaries.
 - So hypothetically, in that scenario, **Ken’s Annual Salary** would divide out to approximately **\$16,700 per month**, and **Fawn’s Annual Salary** would divide out to approximately **\$10,400 per month**.
 - So if business was down and they each took a 25% pay cut for a couple of months, Ken would make around \$12,500 and Fawn would make around \$7,800 per month temporarily.
 - Similarly, if business was really bad and they needed to take a 50% pay cut for a month or two: Ken would make around \$8,300 and Fawn would make around \$5,200 per month temporarily.
 - **I think that Fawn would be very pleased with this arrangement**, I don’t think that you’d hear any complaining out of her, provided there were financial transparency and she could see what to expect, when, and why.

If cash flow is a concern, then to keep operational costs down, another option would be to use a lower SALARY structure for BOTH, driven by monthly or quarterly BONUSSES, equally proportionate again to their base salaries.

Below I will illustrate this pay structure, again guessing at round numbers which sound fair to me:

- If Ken had a base salary (without benefits/insurance/etc...) of **\$150k** per year.
- If Fawn had a base salary (without benefits/insurance/etc...) of **\$100k** per year.
- If there were financial transparency between them, and Fawn was invited to weigh-in on significant financial decisions that could affect BOTH of their salaries.
- THEN I think that it would be ABSOLUTELY FAIR, if when business was down, that BOTH Ken and Fawn took temporary pay cuts, of EQUAL PROPORTION to their annual salaries.

- So hypothetically, in this scenario, **Ken's Annual Salary** would divide out to approximately **\$12,500 per month**, and **Fawn's Annual Salary** would divide out to approximately **\$8,300 per month**.
- So with the sum of their two annual salaries being \$250k per year, the **RATIO for COMPENSATION** here would be **60% for KEN**, and **40% for FAWN**.
- So then based upon some metrics for how much funding should be kept in the corporate bank account and when there is "excess" because business is booming (and you are both working a lot harder as a result), then you could figure out some calculation for MONTHLY or QUARTERLY BONUSSES for both KEN and FAWN.
- In this scenario, say there is \$30,000 "extra" to be distributed between you as a BONUS, then Ken would receive a bonus of \$18,000 (in addition to his salary that month) and Fawn would receive a bonus of \$12,000 (in addition to her salary that month).
- Likewise in this scenario, since Ken is fairly "sharing the wealth" during the "good/busy" times, if for some reason business took a downturn, then it is only FAIR that Fawn would share the burden by taking a temporary pay cut with Ken, once again EQUALLY PROPORTIONED to their annual salaries, so as to distribute the burden FAIRLY.
- So if business was slow and they each took a 25% pay cut for a couple of months, Ken would make around \$9,375 and Fawn would make around \$6,225 per month temporarily.
- If deeper cuts were necessary, as long as they remain equally proportioned to their annual salaries, I don't believe that Fawn would have any problem with it.
- To me this seems like a significantly more FAIR compensation plan, for what Fawn brings to Adkisson & Associates, rewarding her appropriately for when she must work much harder, while protecting the company from higher committed salaries.
- However, to choose NOT to "share the wealth" during the good times (except for a small bonus at Christmas... maybe), but to consider asking employees to take a pay cut during the hard times, I find completely unfair, unrealistic, and to be honest, quite offensive.

Ultimately I agree that it is up to FAWN to negotiate for a more fair and favorable compensation package from Ken. When society talks about women making less money than men in the workforce, I believe that this is the primary reason WHY: because women typically aren't very aggressive negotiators, so they are often taken advantage of by their employers and paid LESS than they are WORTH. That upsets me, I want to stand-up for Fawn, speak the TRUTH, and DEFEND her, but at the end of the day, if Fawn doesn't demand more, and Ken can get away with paying less, the odds are that he will continue to do so.

Regarding what both Ken and Loretta have pointed out, about Ken being one of the only companies left today, who provides 100% employer paid health care, as I stated to Ken earlier, both Fawn and I recognize that and appreciate it. With that being said, we also recognize that this company paid expense/employee benefit is part of Fawn's "compensation package", which she negotiated for at her time of hiring. This is not and was never offered as a "gift", or just some "kind gesture", but is a

portion of Fawn's COMPENSATION, for which she has agreed to be employed by Adkisson/Harrison, and now Adkisson Architects.

Personally, I believe that is the main reason why Loretta provides each staff member with the attached annual financial summary, so that each employee can clearly SEE, be reminded, and understand how much they are COSTING the company; to help make an \$80k per year salary feel more like a \$100k per year salary, again because of the enormous health care expenses.

I have no argument about how INSANELY health care costs have risen for the past several years, but I can't change that either. From my understanding, larger companies survive it better than smaller firms, simply because of the greater diversity of age between their employees, whereas Ken's company is the worst possible demographic regarding health care costs (Everyone insured is old, overweight, and sickly - myself included ☺.) Insurance for your firm was actually CHEAPER when Tyler was employed, simply because he brought down the AVERAGE AGE for your small group plan.)

At the end of the day, \$80k is still all that we can budget our bills on (with absolutely no provisions for retirement). It is NOT a very substantial increase since Fawn was HIRED, though her responsibilities have increased 10-fold. Over the past decade, Fawn has faithfully served Ken's company, through the company's UPS and DOWNS, even when Adkisson Architects looked destined to fold, yet she refused to abandon Ken to save her own neck, but risked everything to hang-on! Even now, when I show Fawn advertisements for BETTER opportunities with larger firms, and I encourage her to take the NEXT STEP toward advancing her career, although Fawn can clearly "read the writing on the wall" and she agrees with my conclusions, Fawn's largest concern by FAR, is what will happen to Ken? The office? Bob and Don who couldn't get a job drafting anywhere else? (Because they only know how to use Microstation, which is NOT the industry standard for drafting.) Fawn keeps putting on the "OWNER'S HAT" and CARING about the COMPANY, but when it's time for her bi-monthly paycheck, the company sees her as just another employee, and compensates her accordingly.

So WHY do I MENTION this when Fawn has so far chosen not to confront Ken about it? Because I believe that there is still HOPE and an OPPORTUNITY HERE for GROWTH and PROSPERITY, for both KEN and FAWN, IF Ken is willing to explore some significant changes. On the other hand, it is my belief that Fawn has already given-up, and believes that her employment opportunities have already "topped-out" here with Ken, and that she'll NEED to move-on in order to move-up. The timing of which I'm not sure of, and I wish I could influence more significantly.

If nothing else, I'm hoping that this will serve as a "head's-up" for Ken, so that he can either ponder changing or prepare for the inevitable, so that when Fawn is frustrated enough and ready, she won't feel a huge "transitional obligation" to Ken and his firm, as she moves on to explore greener pastures.

Respectfully,

JEFF FENTON

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(615) 837-1300 OFFICE

(615) 837-1301 MOBILE

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April 6, 2017

FAWN,

PAYROLL INFORMATION

2017 Semi-WEEKLY PAY	\$ 3,326.89	
MONTHLY PAY	X2 <u>6,653.78</u>	
2017 YEARLY PAY <small>now</small>	X12 <u>\$79,845.36</u>	
13% RAISE 04/06/17 <small>yearly</small>	<u>\$10,154.64</u>	<small>(Last raise 02/15/16)</small>
2017 YEARLY PAY <small>new</small>	<u>\$90,000.00</u>	
CHRISTMAS BONUS 2016	6,216.00	<small>(after tax \$4,000.00)</small>
INSURANCE BENEFITS	<u>20,455.32</u>	
TOTAL PACKAGE	<u>\$116,671.32</u>	

New Semi-Weekly pay amount	\$ 3,750.00	<small>(starts 04/15/17)</small>
Monthly pay amount	<u>7,500.00</u>	
Yearly pay amount	<u>\$ 90,000.00</u>	

Thank you,

**Loretta Hall
LH Accounting**

2017-04-27 Jeff CHOSE to TERMINATE Adkisson IT Contract
Story NARRATIVE was FALSE Again that I did Damage and was FIRED!

Jeff Fenton

From: Ken Adkisson <kadkisson@adkissonarchitects.com>
Sent: Thursday, April 27, 2017 4:01 PM
To: Jeff Fenton
Cc: Fawn Fenton; Loretta
Subject: RE: IT & Web Work

Thank you Jeff, we certainly appreciated your efforts. Good luck in the future.

Ken Adkisson, President
Adkisson & Associates, Architects, Inc.
3322 West End Ave., Suite 103
Nashville, Tennessee 37203
(615) 298-9829
kadkisson@adkissonarchitects.com

From: Jeff Fenton [mailto:Jeff@Meticulous.tech]
Sent: Thursday, April 27, 2017 2:50 PM
To: Ken Adkisson
Cc: Fawn Fenton; Loretta
Subject: IT & Web Work
Importance: High

Hello Ken,

It doesn't look like this relationship is going to work out anymore. Fawn tells me that you have a new IT guy that you want to try, and really I've reached my limit of what I'm willing to put up with, for what I'm being paid.

One thing that I just won't tolerate is **people taking bad about me behind my back**, while I'm honestly trying to HELP them by extending the life of their equipment, considering every EXPENSE and every DECISION as if it were my OWN money and equipment, while working on nights and weekends so not to disturb the workflow of your office, etc... Every other tech guy you will pay \$\$ plus you will pay your drafters to stand around the office with their thumbs up their butts while he works on their computers. When was the last time that your office had any DOWN-TIME due to mechanical failures?

When was the last time that you had to kick-out thousands of dollars unexpectedly because of surprise system failures? I believe that you have FORGOTTEN how GOOD you have had it (technologically), for the past few years!

The problem with anticipating and meeting people's needs BEFORE there is a CRISIS, is they frequently fail to RECOGNIZE or APPRECIATE the WORK that I did to make that possible! I used to think that you could see it, and recognized that it was a "win/win" relationship between us, but not anymore.

1

How would you FEEL if I talked bad to Fawn about your WIFE all day? I'm not going to play that game.

Since you can no longer realize the VALUE which I bring to your organization on my own, I'm out!

If you are agreeable, I will refund your \$2,500 deposit for your website rebuild, minus any reimbursable expenses (very minor), and a few office tech expenses which I have not yet billed you for. Then you can go hire ANYONE that you want to build your website, it **will be OFF MY PLATE!** I wish that it hadn't taken me so long to reach this conclusion, your website rebuild was the LAST web project that I've accepted (I've been turning people down for two years), because of how much TIME and coordination they require with clients to complete, yet I never seemed to be able to find TIME to rebuild your site, so I failed. I'd rather accept that and move forward, than continue to make empty promises and waste more of my TIME and YOURS.

Likewise, I'd like to end ALL of MY business with your company. I don't want Fawn to be stuck in the middle anymore. So if you need IT help, even if it is the smallest question that Fawn knows that I can answer in two minutes, please don't ask Fawn or anyone else to call me. I'm DONE! I will even refuse to help my loving wife, with any problems which she encounters in YOUR OFFICE.

I've provided detailed NOTES about most of the work that I performed inside the [IT] folder on your Server's desktop, so that someone could easily follow behind me. If they can't find the information they need there, then I'm sorry, they'll need to figure it out the same way that I did. I've tried to be very open and to document my work, but it all takes TIME, which costs more money... and no one is perfect. I'm not interested in being your on-call knowledgebase for any price. That's someone else's problem now!

Please hire a local website / hosting company / registrar / and administrator whom you personally TRUST (they can easily steal your digital assets, domain names, etc... if they are not TRUSTWORTHY.) **I would like to get all of your digital assets (website/domain names/etc...) off of my servers and out of my accounts as soon as possible. It's not an emergency, I think that probably a month should be a reasonable amount of time for you to have that work completed, if not then please two months at the most.** I will pro-rate and refund any unused hosting time once it is all completed. (Please make sure that the people you HIRE are COMPETENT to do all the work on their OWN. At your direction, I will provide them with the server address and credentials that they need to remove your website from my server, as well as to port your domain names from my registrar's reseller account to their own. I will not be responsible in assisting ANYONE with the migration of your website and domain names, the changing or setup of your DNS to work with the new host or to continue to work with your existing email accounts, or to ensure that your web assets are transferred properly and WORK on the new server space, or the domains with the new registrar, EXCEPT TO THE EXTENT THAT I RELEASE THEM FREELY. (You should be careful, a lot of people/companies will hold your website and domain names HOSTAGE, I don't play that game!)

I recommend that you ensure that your new webhost/registrars is a **MICROSOFT PARTNER**, familiar with Office-365, so that they can take over the **"DELEGATED ADMINISTRATION"** for your Office-365 account, and prevent any disruptions in your email flow after moving your domain names or site out of my accounts. **I will not have ANY responsibility to FIX someone else's screw-ups! My responsibility shall be limited to maintaining your service until I've surrendered your credentials, and to release your web assets forthwith.** Beyond that, all that I can recommend, is that you hire **COMPETANT and EXPERIENCED** people! (The slightest screw-up and your whole office's email could stop working for days, as they try to isolate and fix the problem. IF that happens, it will be beyond the scope of my responsibility!) Once ANYONE else has credentials to access or move your digital assets, they **ALONE** are responsible for anything and everything that happens there forward.

I will hold \$500 from the deposit of your refund to charge you for any of my time/mileage required to return your assets (both digital and physical) and complete this transition. From this point forward, all my TIME will be billed at my normal rate of \$45 per hour, as by this notice our service agreement is now officially terminated. Upon final completion, I will return to you any remaining funds or bill you for any overages.

I will be returning to your office ALL of your DISASTER RECOVERY DRIVES from my fire vault, which you should pay to keep off-site in a safe deposit box again, in case of an emergency. Should you ever need to restore any of those images, you will need to hire a tech who is competent with partition and full-disk **CLONING**, using software such as Clonezilla, NovaBackup, Acronis True Image, and Windows 7 Backup Images.

For a few years I believed that this relationship was mutually beneficial, I regret that it did not end better, but I prefer to accept the reality than to continue with the current tension.

I hope for nothing but the best for you and your business in all your future endeavors.

Sincerely,

(On the bright side, this should be my last LONG email! ☺)

JEFF FENTON
METICULOUS.TECH


(615) 837-1300 OFFICE
(615) 837-1301 MOBILE
(615) 837-1302 FAX

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**2017-08-28 CUSTOM "NO TRESPASSING" SIGNS DESIGNED BY WIFE
AT HER WORK, USING THEIR CAD SOFTWARE! THIS WAS MS.
STORY'S CHIEF "EVIDENCE" TO ASSASSINATE MY CHARACTER
WRONGFULLY ATTRIBUTED TO ME, COURT CALLS "DISTURBING"
(THEY LIED AGAIN TO "MONSTRATIZE" ME!)**

Invoice																			
		The Sign Center 7107 Crossroads Blvd., Suite 104 Brentwood, TN 37027 ph.: 615-377-0148 fax: 615-377-4742 email: Dave@TheSignCenterUSA.com				Invoice: 37535													
		CUSTOM "No Trespassing" Signs - DESIGNED BY FAWN at work on Adkisson's CAD Architectural Software																	
Description: custom routed shape Trespassing sign Customer: Jeff Fenton Salesperson: Fenton, Jeff				ph: (615) 837-1301 email: Jeff@FentonMail.com															
Product	Font	Qty	Sides	Height	Width	Unit Cost	Item Total												
1 ALUM .080 (Pre Cut)		2	1	36	24	\$217.50	\$435.00												
Color: custom on custom Description: Aluminum (.080) Sign Text:																			
Payments Received (thank you)																			
Date	Amount	Payment Method	Tracking Number																
8/28/2017 4:44:04PM	\$275.24	Cash																	
8/3/2017 3:22:37PM	\$200.00	Cash																	
Total Payments:		\$475.24																	
Other Payments: _____ Form of Payment / Amount / Initials				Ordered: 8/3/2017 3:16:38PM PickedUp: 8/28/2017 4:34:16PM Printed: 8/28/2017 4:44:45PM Status: Closed															
Notes:				<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Line Item Total:</td> <td style="text-align: right;">\$435.00</td> </tr> <tr> <td>Subtotal:</td> <td style="text-align: right;">\$435.00</td> </tr> <tr> <td>Taxes:</td> <td style="text-align: right;">\$40.24</td> </tr> <tr> <td>Total:</td> <td style="text-align: right;">\$475.24</td> </tr> <tr> <td>Total Payments:</td> <td style="text-align: right;">\$475.24</td> </tr> <tr> <td>Balance Due:</td> <td style="text-align: right;">\$0.00</td> </tr> </table>				Line Item Total:	\$435.00	Subtotal:	\$435.00	Taxes:	\$40.24	Total:	\$475.24	Total Payments:	\$475.24	Balance Due:	\$0.00
Line Item Total:	\$435.00																		
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Taxes:	\$40.24																		
Total:	\$475.24																		
Total Payments:	\$475.24																		
Balance Due:	\$0.00																		
ATTN: Jeff Fenton Fenton, Jeff 7101 Executive Center Dr. Suite 147 Brentwood, TN 37027				Payment due upon completion of order. Received/Accepted By: / /															
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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.

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BY BEARING YOU AUTHORIZE THE USE OF ANY MEDIA CAPTURED BY YOU, FOR ANY PURPOSE. YOU AGREE TO Indemnify and Hold Harmless the Persons (property owners) of ALL Claims.

Violators will be Held Socially & Legally Accountable, through ANY Media Channel or Publication, both Online and Otherwise, and IF you do NOT AGREE to the Foregoing, Please do NOT ENTER this Property.

Jeff Fenton

From: Fawn Fenton <ffenton@adkissonarchitects.com>
Sent: Wednesday, August 2, 2017 6:13 PM
To: Jeff Fenton
Subject: RE: Very Minor Change in Dimensional PDF WITH BLEED
Attachments: Jeffy Sign_Bleed Dimensions.pdf

Ok here it is

From: Jeff Fenton [mailto:Jeff@Meticulous.tech]
Sent: Tuesday, August 01, 2017 10:50 PM
To: Fawn Fenton <ffenton@adkissonarchitects.com>; Fawn Fenton <fawn@fentonmail.com>
Subject: Very Minor Change in Dimensional PDF WITH BLEED

Hello Lovie,

Can you please make just one minor change for me of the ONE dimensional PDF, which includes the BLEED?

I'd like to change the LABEL on the bottom of the page:

- FROM: "DIMENSIONS OF PRINT COPY WITH BLEED"
- TO: "DIMENSIONS OF OVERPRINT COPY WITH ¼" BLEED"

Exactly as quoted above please! I know that I gave you the wording last time, but in working on this I've remembered that the term "overprint" is what is commonly referred to as the copy WITH Bleed, and that it would be helpful to specify the exact amount of bleed used throughout.

That is the ONLY change. Please just the highlighted text above (without the highlight), replacing the label at the bottom of the sheet.

Everything else is PERFECT!

THANKS LOVIE!!!

JEFF FENTON
METICULOUS.TECH
(615) 837-1300 OFFICE
(615) 837-1301 MOBILE
(615) 837-1302 FAX

TECHNICAL CONSULTING, SERVICES, AND SOLUTIONS,
WHEN IT'S WORTH DOING RIGHT THE FIRST TIME!

Jeff Fenton

From: Fawn Fenton
Sent: Sunday, July 23, 2017 7:51 PM
To: Fawn Fenton; Jeff Fenton
Subject: deer graphics for sign

<http://www.canstockphoto.com/deer-family-9892059.html>

<http://www.canstockphoto.com/whitetail-deer-silhouettes-4347808.html>

Sent from [Mail](#) for Windows 10

CUSTOM "No Trespassing" Signs - DESIGNED BY FAWN at Work on Addisison's CAD Architectural Software

https://www.canstockphoto.com/deer-family-9892059.html

Research Pets Finance Weather Social Phone Surveillance Workflow Most Visited Request a return K0991 Register Sign In Plans and Pricing

CanStockPhoto Search Term(s) All Images

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Deer Family



Vector black and white illustration of deer family. mother feeding cattle.

[Add to Favorites](#) [Save Comp](#)

Pricing

[Help Me Choose](#)

File Size	pixels	inches	cm	USD
Small JPEG	800x664 px	- 72 dpi		\$2.50
Medium JPEG	1600x1327 px	- 200 dpi		\$6.00
Large JPEG	3000x2488 px	- 300 dpi		\$7.00
X-Large JPEG	4000x3318 px	- 300 dpi		\$8.00
<input checked="" type="radio"/> EPS Vector	Scalable to any size			\$12.00

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More Options Total: \$12.00 USD

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No Signup Needed

Illustration Information

by **Copestello**
Member since July 2, 2007 1,139 images

esp9892059 uploaded on 2012-06-15.

animal antelope art black cattle clip
cute deer design doe element fawn
group illustration isolated mammal
nature reindeer shape sign silhouette
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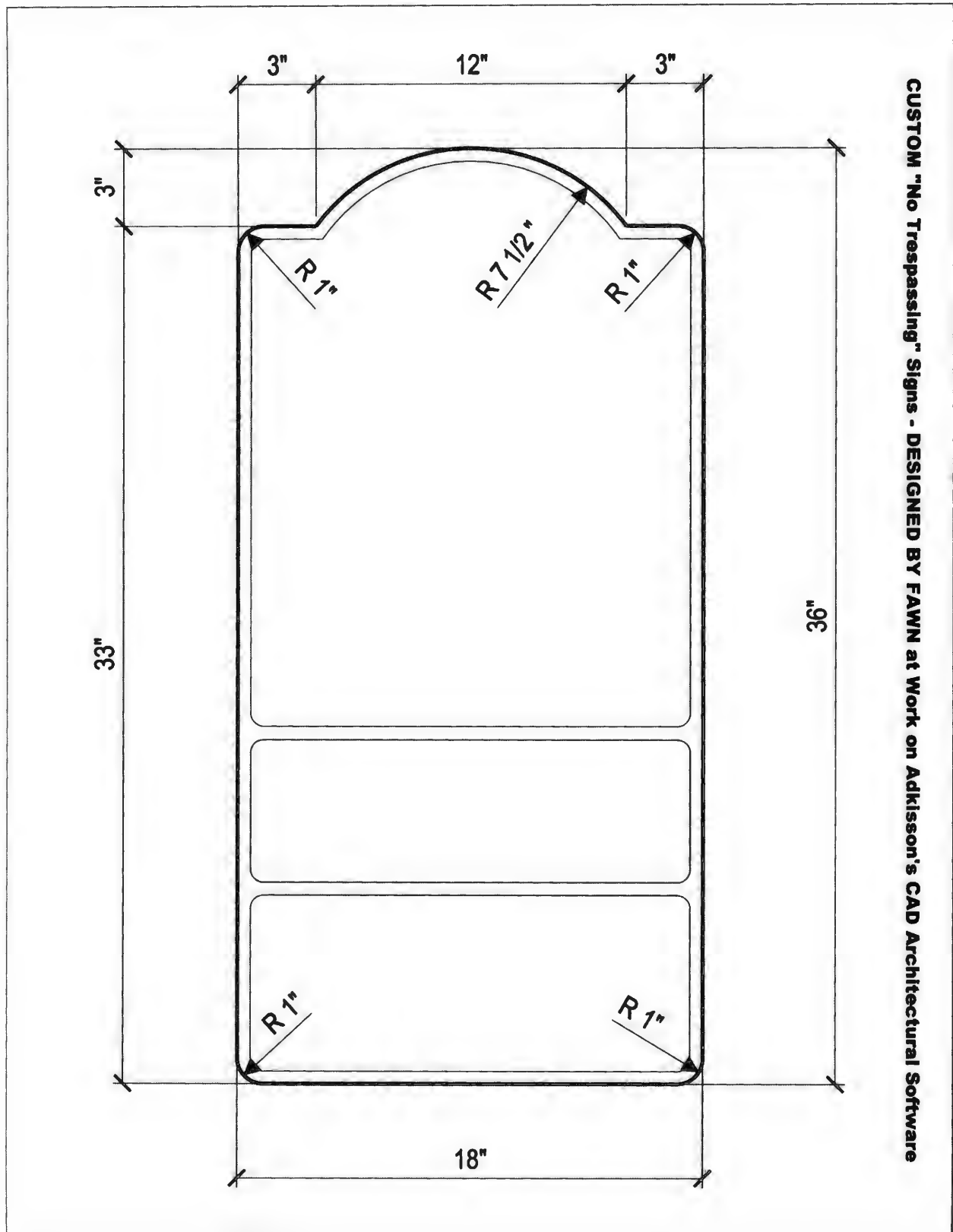
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CUSTOM "No Trespassing" Signs - DESIGNED BY FAWN at Work on Addison's CAD Architectural Software



CUSTOM "No Trespassing" Signs - DESIGNED BY FAWN at Work on Addison's CAD Architectural Software

Jeff Fenton

From: Fawn Fenton <ffenton@adkissonarchitects.com>
Sent: Friday, July 28, 2017 3:30 PM
To: Jeff Fenton
Subject: RE: Sign!
Attachments: Jeffy Sign2.dgn

Here's the Microstation file, just in case.

From: Jeff Fenton [mailto:Jeff@Meticulous.tech]
Sent: Friday, July 28, 2017 2:24 PM
To: Fawn Fenton <ffenton@adkissonarchitects.com>
Subject: RE: Sign!

Cool! So that is the v2000, right?

Can you send me the microstation master just to have, or have changes been made in the AutoCad version, where it is now the working master?

JEFF FENTON
METICULOUS.TECH
(615) 837-1300 OFFICE
(615) 837-1301 MOBILE
(615) 837-1302 FAX

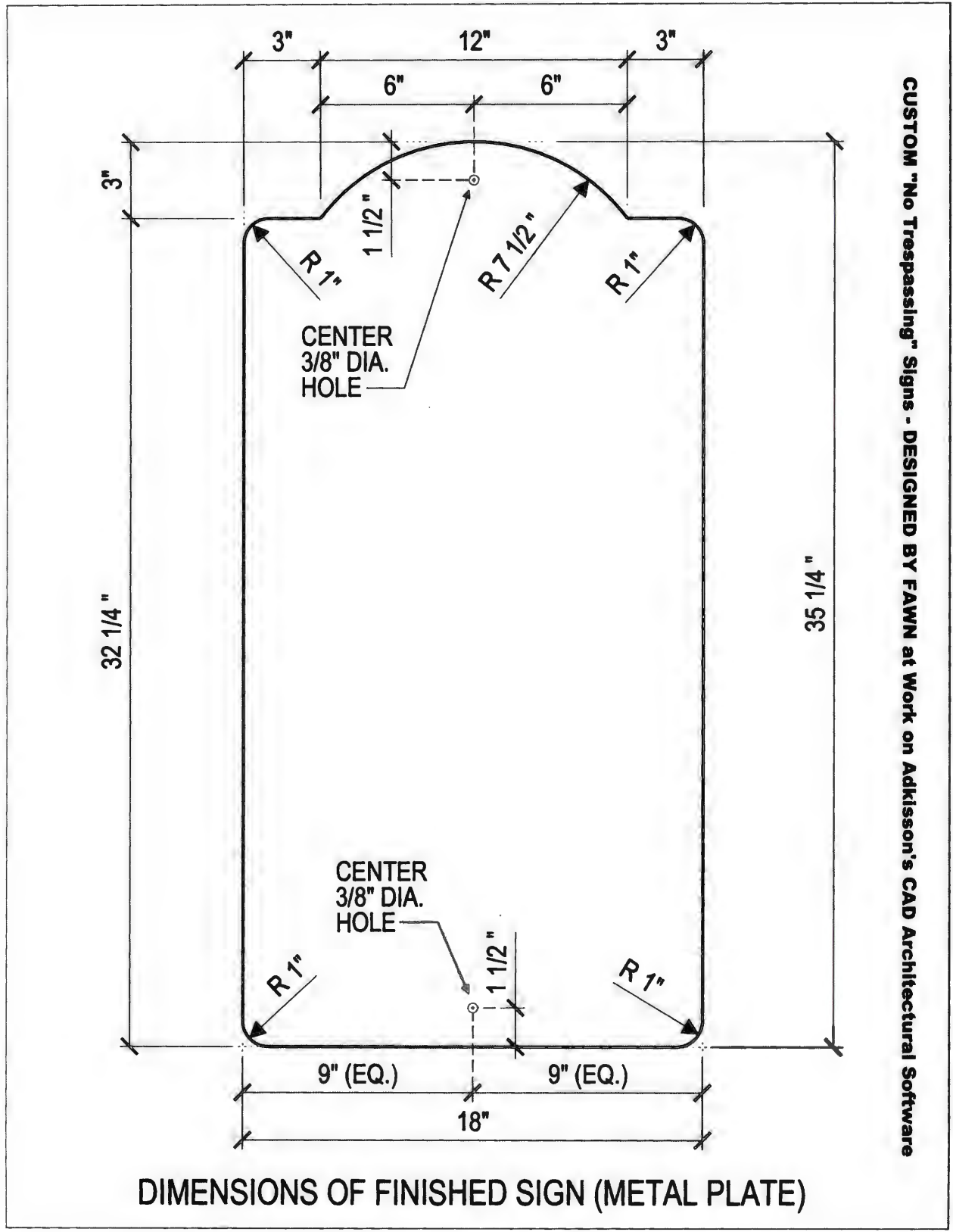
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A DIVISION OF METICULOUS MARKETING LLC

From: Fawn Fenton [mailto:ffenton@adkissonarchitects.com]
Sent: Friday, July 28, 2017 2:21 PM
To: Jeff Fenton <Jeff@Meticulous.tech>
Subject: Sign!

Whee.... Autocad finally came up!
I changed the layer names to be descriptive of exactly what they are. I added a layer for the 1/4" outside bleed lines. Let me know if this isn't what you wanted.

CUSTOM "No Trespassing" Signs - DESIGNED BY FAWN at Work on Adkisson's CAD Architectural Software



Jeff Fenton

From: Fawn Fenton <ffenton@adkissonarchitects.com>
Sent: Monday, July 31, 2017 9:11 PM
To: Jeff Fenton
Subject: RE: Sign PDFs
Attachments: Jeffy Sign_Master.dgn

CAD File Master.....

From: Fawn Fenton
Sent: Monday, July 31, 2017 8:06 PM
To: 'Jeff Fenton' <Jeff@Meticulous.tech>
Subject: RE: Sign PDFs

Again...

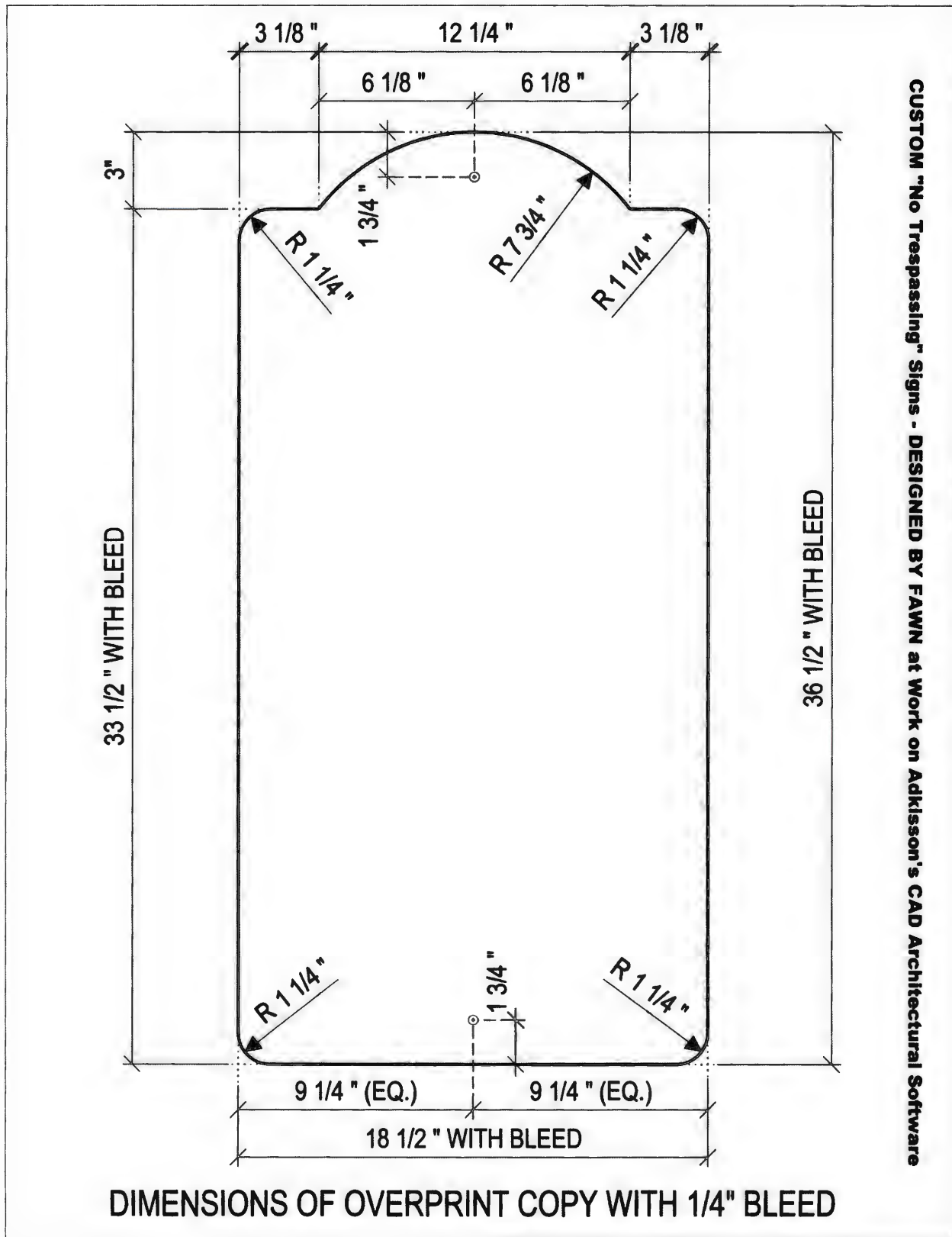
From: Fawn Fenton
Sent: Monday, July 31, 2017 7:47 PM
To: 'Jeff Fenton' <Jeff@Meticulous.tech>
Subject: RE: Sign PDFs

Revised again....

From: Fawn Fenton
Sent: Monday, July 31, 2017 7:41 PM
To: 'Jeff Fenton' <Jeff@Meticulous.tech>
Subject: Sign PDFs

Revised PDFs....

CUSTOM "No Trespassing" Signs - DESIGNED BY FAWN at Work on Adkisson's CAD Architectural Software



Jeff Fenton

From: Fawn Fenton <ffenton@adkissonarchitects.com>
Sent: Wednesday, August 2, 2017 11:11 AM
To: Jeff Fenton
Subject: RE: TN Code (Combining Lines)

Thanks!

From: Jeff Fenton [mailto:Jeff@Meticulous.tech]
Sent: Wednesday, August 02, 2017 9:59 AM
To: Fawn Fenton <ffenton@adkissonarchitects.com>; Fawn Fenton <fawn@fentonmail.com>
Subject: RE: TN Code (Combining Lines)

<http://www.tennesseedefenselitigation.com/BlogEntry.aspx?id=37>

T.C.A. §§ 39-14-405--39-14-407

JEFF FENTON
METICULOUS.TECH
(615) 837-1300 OFFICE
(615) 837-1301 MOBILE
(615) 837-1302 FAX

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From: Jeff Fenton
Sent: Wednesday, August 02, 2017 9:43 AM
To: Fawn Fenton <ffenton@adkissonarchitects.com>
Subject: RE: TN Code (Combining Lines)

Looks like it would be like this: T.C.A. §§ 39-14-405 to 39-14-407

Based on this example: N.D.C.C. §§ 11-01-09, 11-01-11, 11-01-15 to 11-01-19.

From this webpage: <https://www.ndcourts.gov/court/citation/III.A.htm>

JEFF FENTON
METICULOUS.TECH

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From: Fawn Fenton [<mailto:ffenton@adkissonarchitects.com>]
Sent: Wednesday, August 02, 2017 9:29 AM
To: Jeff Fenton <Jeff@Meticulous.tech>
Subject: RE: TN Code (Combining Lines)

I have spent 10-15 minutes searching online, and I still don't know the answer to this... I will have to look at it later this afternoon.
Sorry!

From: Jeff Fenton [<mailto:Jeff@Meticulous.tech>]
Sent: Wednesday, August 02, 2017 9:07 AM
To: Fawn Fenton <ffenton@adkissonarchitects.com>; Fawn Fenton <fawn@fentonmail.com>
Subject: TN Code (Combining Lines)

Lovie,

How would this be expressed:

- T.C.A. § 39-14-405
- PLUS
- T.C.A. § 39-14-406

How would that be combined and denoted?

T.C.A. § 39-14-405, 406?

I need the line to be a little longer to justify with all the other lower lines. ☺

Gracias!

JEFF FENTON
METICULOUS.TECH
(615) 837-1300 OFFICE
(615) 837-1301 MOBILE
(615) 837-1302 FAX

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CUSTOM "No Trespassing" Signs - DESIGNED BY FAWN at Work on Adkisson's CAD Architectural Software

Jeff Fenton

From: Fawn Fenton <ffenton@adkissonarchitects.com>
Sent: Wednesday, July 26, 2017 6:48 PM
To: Jeff Fenton
Subject: FW: Hikvision Video Surveillance | Scheduling a Lunch & Learn

Heh, FYI....

From: Zach.Geiser [mailto:Zach.Geiser@hikvision.com]
Sent: Wednesday, July 26, 2017 12:27 PM
To: Fawn Fenton <ffenton@adkissonarchitects.com>
Subject: RE: Hikvision Video Surveillance | Scheduling a Lunch & Learn

Hi Fawn,
Not a problem and thank you for the information. If the high school would like to look into Hikvision solutions, please feel free to pass my information along. On average we are able to save 30% on cost in comparison to our competitors, which is often key in being able to provide quality systems to education projects as they tend to have tighter budgets. We also have 3-5yr warranties, and have a product failure rate less than 1%.

If I can be of any help on future projects, please do not hesitate to reach out as I am happy to consult with you. I will also be sure to get you're A&E online portal registration approved so that you have access to the resources there.

Have a great day!

Best Regards,

Zach Geiser
Business Development Associate
A&E Program, Mid-Atlantic
NJ • PA • MD • DE • DC • VA • WV • TN • KY
☎ 609.235.2624
✉ zach.geiser@hikvision.com

HIKVISION U.S.A

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[View and Download the 2017 Spring/Summer PQG](#)

[Read the cybersecurity interview conducted by SSI Magazine with the President of Hikvision, Jeffery He:](#)

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CUSTOM "No Trespassing" Signs - DESIGNED BY FAWN at Work on Adkisson's CAD Architectural Software

From: Fawn Fenton [mailto:ffenton@adkissonarchitects.com]
Sent: Monday, July 24, 2017 6:04 PM
To: Zach.Geiser
Subject: RE: Hikvision Video Surveillance | Scheduling a Lunch & Learn

Hi Zack,

Thanks for following up. My apologies for not getting back to you earlier; I am working on a project where the client had decided they wanted a video surveillance system (at a new restroom/concessions/meeting building of a high school track and football field that we are building), and I had started researching possible systems; however, the school decided they will provide the security system under a separate contract themselves, so that is not in my scope of work now. I will certainly let you know if we come across another opportunity in the future; I have always heard good things about HikVision's systems.

We are a small architectural office, and we do not normally entertain lunch-n-learns; myself and Ken Adkisson are the only two licensed architects, and we typically pursue education on separate paths. In any case, I am glad to have your contact information now, and will keep you on file if we can use your services on a future project.

Best wishes,

Fawn Fenton
Adkisson & Associates, Architects, Inc.
3322 West End Ave., Suite 103
Nashville, Tennessee 37203
(615) 298-9829
ffenton@adkissonarchitects.com

From: Zach.Geiser [mailto:Zach.Geiser@hikvision.com]
Sent: Monday, July 24, 2017 3:11 PM
To: Fawn Fenton <ffenton@adkissonarchitects.com>
Subject: Hikvision Video Surveillance | Scheduling a Lunch & Learn

Hi Fawn,

My name is Zach Geiser, and I am the Mid-Atlantic A&E Business Development Manager at Hikvision – world's largest video surveillance manufacturer.

I will be in the Tennessee region either the last week in August, or 1st week in September, and I am curious if might we be able to arrange a Lunch N' Learn with the electrical engineering, technology integration, or security design team sometime within that timeframe? Our objective would be to Introduce Hikvision at a high level, review our latest products and technologies, as well review our recently implemented A&E program / online portal. I would greatly appreciate the opportunity, and would be great to learn how I can best be a resource to Adkisson& Assoc. on projects with a CCTV element moving forward. My goal is to make the design/specification process as easy as possible, as Hikvision would love to be considered as an approved equal manufacturer / the basis of on various projects whenever possible!

Thank you for your time & assistance - I look forward to your feedback and the prospect of meeting you in person! Feel free to let me know any available dates you might have from August 28th to September 8th, and I will be happy to pencil in the date and send over a meeting invitation.

Have a great day!

Best Regards,

Zach Geiser

Business Development Associate
A&E Program, Mid-Atlantic
NJ • PA • MD • DE • DC • VA • WV • TN • KY
☎ 609.235.2624
✉ zach.geiser@hikvision.com



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2017-09-13 MS. FENTON'S MOTHER LIKES THE SIGNS & CAMERAS FOR HER SAFETY, ACCORDING TO TEXTS WITH HER BROTHER

9/13/17, 12:30 PM to Mark [REDACTED]

Don't waste your time on the "house rules" revision, I don't think we will post them. Thanks

9/13/17, 8:47 PM from Mark [REDACTED]

My mom forwarded your letter to me. She read it multiple times. Trying to absorb it, not sure what to believe.

But I will tell you, good job. It's a good letter. Now is a great time to back off and shut up! let it sink in and focus on your actions. Don't say anything else that might fuck it up.

9/13/17, 10:19 PM to Mark [REDACTED]

Thanks! Fawn said Amen!

9/13/17, 10:21 PM to Mark [REDACTED]

I shared with Fawn that I told you about Bk and foreclosure and weren't judgmental, I also shared some of the emails I sent you, which I CC'd you on, so you'd know I shared it.
Thanks again for your help!

9/14/17, 12:53 PM from Mark [REDACTED]

Sure thing Jeff, I hear you. I'll probably reach out to Fawn soon to catch up.

Also, my mom told me that one positive aspects that she likes about you is your safety. She likes the cameras, the signs, etc! She said it gives her confidence that Fawn is safe at home.

**WIFE'S SECRET CONTESTED DIVORCE #1 (DOCKET #47426)
DIVORCE ATTORNEY W. EDWARD PORTER IV (#033893)**

496 **ADD MY COUNTER COMPLAINT**

497

498

HUSBAND'S COLLABORATIVE DIVORCE ATTEMPTS
SANDY ARONS, MBA, CERTIFIED DIVORCE FINANCIAL ANALYST, CERTIFIED FINANCIAL
DIVORCE SPECIALIST, ACCREDITED FINANCIAL COUNSELOR & MEDIATOR

**2018-07-12 SANDY ARONS, MBA, CERTIFIED DIVORCE FINANCIAL
ANALYST, CERTIFIED FINANCIAL DIVORCE PRACTITIONER,
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615-376-8121 fax

www.getasmartdivorce.com
sandyarons@getasmartdivorce.com

MISSION STATEMENT

To provide financial consulting services which help clients reach a fair divorce settlement and:

- Avoid unnecessary legal fees
- Reduce conflict
- Minimize the negative impact on your children and family

Jeff Fenton

From: Jeff Fenton
Sent: Sunday, June 17, 2018 1:28 AM
To: Fawn Fenton
Cc: Fawn Fenton [REDACTED]
Subject: RE: Most recent list of bills (HOW IT ALL ADDS UP)

Importance: High

Fawn,

So according to YOUR calculations, you pay \$1,282.00 per month for your apartment, which adds up to **\$17,948.00** over the term of your 14 month lease, without adding a single dollar's VALUE to our estate.

Additionally, you spent north of **\$12,000.00** for your vacation to Vegas with your brother, plus your attorney's legal retainer, all charged on credit. (I don't know the exact numbers, because you refuse to show me our financial documents.) This entire expense was also completely CONSUMABLE, without adding a single dollar's VALUE to our estate.

Now because of your growing credit card debt, you have monthly debt payments of \$400++ per month, to sustain that, which adds up to **\$5,600.00** over the 14 month term of your lease. (This is probably guessing LOW, with what your additional debt service will end up being.) Again, this is without adding a single dollar's VALUE to our estate!

Plus the costs of your MOVE and new stuff needed by both of us, to sustain ourselves, with what the other has taken, which will probably be a couple of grand, but I'll call it **\$1,452.00** for the sake of using ROUND numbers. (All this will be "duplicates" if/when we get back together, so though we are adding some STUFF, we are really not benefitting the VALUE of OUR ESTATE!)

\$17,948.00	Apartment
\$12,000.00	Front Sight & Fawn's Attorney
\$ 5,600.00	Additional Debt Service
\$ 1,452.00	Moving Expenses & Replacement STUFF
\$37,000.00	LOST WEALTH BY FAWN IN 2018 (so far)! ALL CONSUMABLE EXPENSES!

This is a TOTAL of \$37,000 that you've spent (or committed to spend), since your mental break down, just a couple months ago! Of this ENTIRE \$37,000, I'd estimate that our estate will only increase in VALUE by about \$500, due to the small amount of duplicate STUFF that we are purchasing, to replace what the other took. **So that is a NET LOSS OF \$36,500 THIS YEAR, before we even START the second-half of our year.**

In comparison, I'm spending \$2k - \$3k, along with investing my LABORS, to prepare OUR HOME for one of two things:

1. Us to be able to co-exist more PRIVATELY (per your request), with separate secure bedrooms and a/v ACCOUNTABILITY and PROTECTION for what is SAID and DONE within our home and on our property.
2. To rent out two of our bedrooms, adding necessities such as privacy shades and bedroom door locks, while PROTECTING OUR PROPERTY with minor security add-ons (like crawl space locks and water proof storage containers for our stuff stored in the crawl space - to empty the bedrooms to rent.)

- a. The primary intent of #2, is to make our home more AFFORDABLE for ME to SUSTAIN WITHOUT YOU, should you choose never to return to me.
- b. The secondary intent of #2, is to PROTECT OUR INVESTMENT, while inviting strangers to live with me, inside our home, to lessen the financial burden.

Regardless whether situation #1 or situation #2 comes to pass, **all the money which I AM SPENDING is being 100% INVESTED INTO OUR PROPERTY**, updating our door hardware from the 80's brass to the modern satin-nickel, to MATCH other improvements already made throughout our home. Every dollar that I'm spending will AT LEAST add a dollar in VALUE to OUR HOME and OUR ESTATE. **NOT one dollar of this is a CONSUMABLE EXPENSE or a LOSS!**

Unless you CHOOSE for things to become more litigious between us, in order to ensure that I am treated FAIRLY, I have yet to WASTE a single dollar due to your mental break-down, threats of divorce, and the fallout and desertion which you have forced upon me.

I don't see how in the WORLD, you can be in any way CRITICAL, about ANY financial choice that I've made without you, over the PAST DECADE! Anything that you want to call "waste" or "unnecessary" (NOW in RETROSPECT), you've trumped 20 times over, within just the past few months! (You WASTED more on our ROOF RE-DESIGN, with the "special heat deflecting shingles" at 4x the cost, and I KNOWINGLY let you do it, because it seemed to be YOUR HEART'S DESIRE! **Any IMPROVEMENT which you want to call "wasteful" on my part, is YOUR OFFENDED OPINION IN HINDSIGHT, which will be SERIOUSLY contested!**)

I want to be TREATED with the financial RESPECT and TRUST that I HAVE EARNED!!! I am sick of being Demeaned by your EGO! I demand to be treated as an EQUAL!!!

JEFF FENTON

METICULOUS.TECH

(615) 837-1300 OFFICE

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From: Fawn Fenton <fawn.fenton@live.com>

Sent: Thursday, June 14, 2018 1:16 PM

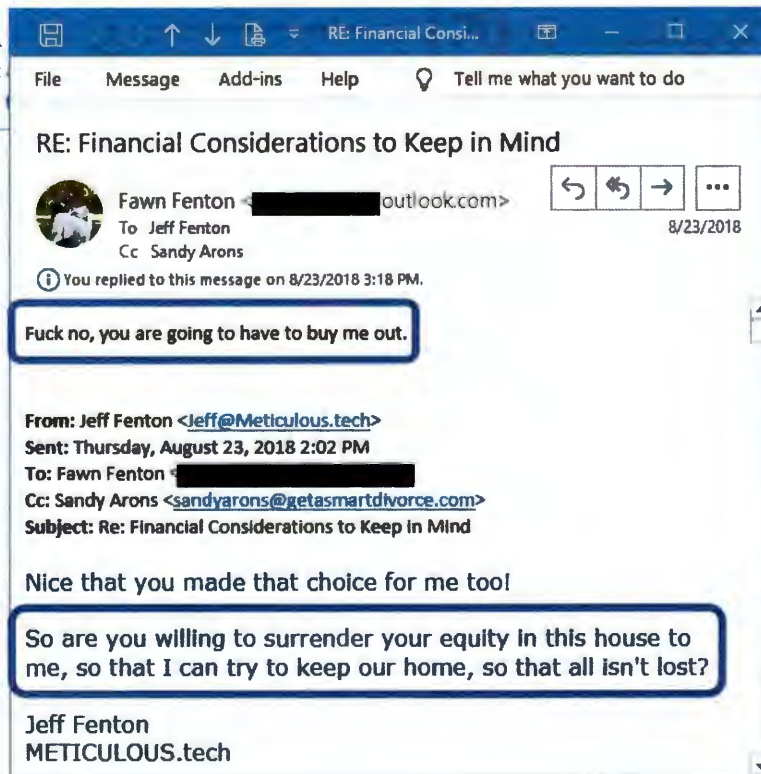
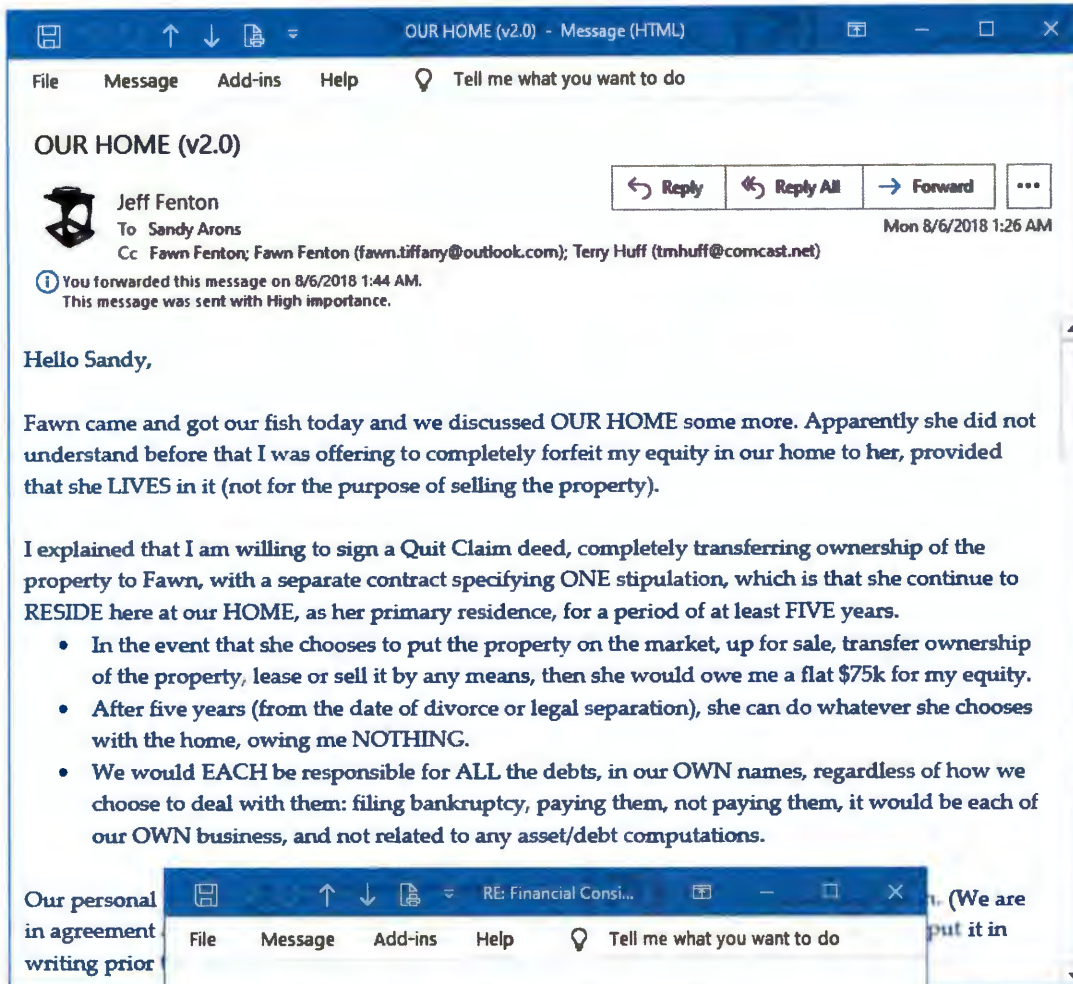
To: Jeff Fenton <Jeff@Meticulous.tech>

Subject: Most recent list of bills

The group at the top is paid by my first-of-the-month paycheck

The group at the bottom is paid by my middle-of-the-month paycheck

**2018-08-06 I OFFERED TO GIVE MS. FENTON MY EQUITY FOR FREE!
(Regretfully She Declined)**



**2018-08-30 WIFE'S MDA SETTLEMENT OFFER TO HUSBAND
THROUGH "COLLABORATIVE DIVORCE" via SANDY ARONS**
(Unfortunately, she almost Immediately Rescinded this Offer)

Jeff Fenton

From: Fawn Fenton <[REDACTED]>
Sent: Friday, September 14, 2018 4:39 PM
To: Jeff Fenton
Subject: Offer to settle
Attachments: Offer to Jeff to settle_9-14-18.docx

Hello,

Attached is my offer to you for settling this divorce as uncontested.

Please consider agreeing to these provisions with minimal changes; this is the absolute most I can offer you.

This writing is not how the final agreement would look, though – we would need to have it reviewed by an attorney (Tommy White, who Sandy recommended, would be good), and we would need to discuss it with a tax professional (Phyllis Ellis?) to make sure the intents are actually doable, and to look for future unintended consequences.

I got your voicemail about BCBST also... I will call and look into that.

Note the timelines I've written in here for signing and filing this with the courts... talking to Sandy (and she talked to Tommy White) they said if we don't get this filed by early October, then it's unlikely to be finalized by the end of the year. We do have some footwork to do (legal, tax, health-care) to check everything, so we need to get going.

Let me know what you think.

Thanks,

Fawn

Fenton Marital Dissolution Agreement

Proposed terms as of September 14, 2018, for review.

THIS AGREEMENT IS BETWEEN Fawn [REDACTED] Fenton [wife] and Jeffrey Ryan Fenton [husband], executed in Williamson County, Tennessee.

The parties desire to enter into an agreement concerning their rights and obligations arising out of their marriage so that it may be dissolved without a contest. There are irreconcilable differences between them.

Each party is aware that a Complaint for Divorce is pending in the court and county noted above.

The parties agree by signing this Agreement that they waive service of legal process upon each other. They acknowledge that the filing of an Answer to a Complaint for Divorce will not be required.

This Agreement shall be included by either party as a part of a Final Decree of Divorce. Each party has read it in its entirety, agrees that it is fair, and has voluntarily signed it. Husband and wife also agree to sign any further documents that may reasonably be necessary to carry out its intent.

1. **This offer is only good if we successfully sign this into a Marital Dissolution Agreement Contract as soon as possible AND the divorce Final Order is entered by the court before December 31, 2018.** The financial tax incentives integral to this offer will not apply in 2019, and this Agreement is void if the divorce is not final in 2018.
2. Since we cannot re-finance the Sunnyside mortgages at this time, we must finalize the divorce this year, and simply remain joint owners of the house. (I'm not sure if the deed stays as-is, or if we re-do it as "tenants in common"; need to verify and research tax/income implications. We may want to do a Trust.)
3. We will not transfer any personal debts; the credit card debts in Jeff's name remain solely Jeff's responsibility, and the credit card debts in Fawn's name remain solely Fawn's responsibility. Each party shall hold the other party harmless from any collection actions or other consequences relating to these debts.
4. Jeff may continue to live at the Sunnyside house, as long as the terms of this Agreement continue to be met. Jeff can get roommates and make minor modifications, as long as no actions decrease the value of the property. Jeff will take care of the property and pay for any and all other expenses associated with the Sunnyside house and property, except where specifically noted otherwise below.
5. If this Agreement is signed by both Jeff and Fawn before 5:00 pm on Friday, September 28, 2018, and we are able to submit the completed forms for a "no-fault" divorce based on "irreconcilable differences" to the Williamson County Courts by Friday, October 5, 2018, then Fawn agrees to continue to make the mortgage and utility payments for the Sunnyside house until the end of December, 2018.
 - a. Specifically, Fawn will continue to pay:
 - i. BofA first mortgage
 - ii. Bancorp South second mortgage
 - iii. NES Electric

- iv. Piedmont Gas
v. Alarm monitoring service (currently charged to Fawn's credit card)
vi. HVUD Water
vii. Waste Industries trash pickup service
viii. Progressive car insurance (current joint policy)
- b. And Fawn will give Jeff a personal or cashier's check for \$1,000.00 on the first of each month to help pay for Jeff's living expenses (specifically on October 1st, November 1st, and December 1st.)
- c. The Chase credit card with the \$1,000 limit currently in use will be closed.
6. Starting on January 1, 2019, Fawn will pay Jeff Alimony each month in an amount equal to the minimum payments due on the Sunnyside first and second mortgages. Currently the payments are \$1,804.78 and \$252.10 for a total of \$2,056.88 each month; Fawn would send Jeff a payment for this amount, as Alimony, at least five business days before the mortgage payments are due. The Alimony funds will be deposited into Jeff's personal checking account, and then Jeff is obligated to directly make the payments to the respective financial institutions for both mortgages.
- a. If the mortgage payments adjust up or down due to factors beyond our control (such as interest rate changes, escrow changes, insurance changes, etc.), then Fawn's Alimony payment to Jeff will adjust up or down accordingly, keeping the Alimony payments equal to the minimum payments on both mortgages as currently financed.
- b. If Jeff fails to make the mortgage payments on time each month: the first time Jeff misses or is late on a mortgage payment, Fawn will file a written notice with the Court that Jeff has violated the terms of this Agreement. The second time Jeff misses or is late on a mortgage payment, it will be considered an inexcusable breach of contract, and Fawn will file a motion for Jeff to be held in contempt of court.
7. Starting on January 1, 2019, Jeff is responsible for ALL other expenses related to living at Sunnyside.
- a. Jeff will pay for all other household bills, including, but not limited to, the following:
- i. NES Electric
ii. Piedmont Gas
iii. Alarm monitoring service(s)
iv. Comcast/Xfinity
v. HVUD Water
vi. Waste Industries or other trash pickup service
vii. Quarterly Pest Control and Annual Termite Contract
- b. Jeff will be fully responsible for the full cost of any repairs to the home (not improvements or upgrades, but only unforeseen repairs to something that breaks or fails and is integral to the value of the real property). Jeff will pay for all minor repairs and maintenance (costing approximately \$100 or less) out of his own funds. For repairs costing more than this, Fawn has the option to LOAN Jeff money for the repair, and then Jeff must make defined minimum monthly principal and interest payments back to Fawn until the loan is repaid in full. *(We might need to define these terms more specifically. If the money comes from a credit card or other financial institution loan that Fawn uses in order to loan the money to Jeff, then the minimum payments from Jeff would equal whatever the lender charges Fawn. However if Fawn has cash on hand to loan Jeff, then Jeff needs to repay Fawn in monthly payments including a pre-determined X% interest.)*
- c. Jeff pays for all of his own living expenses, including food, pet care, counseling and medications, automobile expenses, etc. with no additional assistance from Fawn.

8. Fawn agrees to pay Jeff Alimony per section 5 above for a total of 6 years (72 months) beginning on January 1, 2019. After this period Alimony will be considered complete, and Fawn will not owe Jeff any further financial support. Beginning January 1, 2026, Jeff will take over all mortgage payments for Sunnyside out of his own resources, and Fawn will make no further payments to Jeff, even if the mortgages are still in Fawn's name.
 - a. If Jeff ever misses or is late on a mortgage payment, at any point in the future while the mortgage is still in Fawn's name, then the provisions of 6.b. above will apply.
 - b. If Fawn experiences a significant reduction of her income during the 6 year alimony term through no fault of her own; she may negotiate with Jeff and/or apply to the court for a reduction in the monthly alimony payments, either for a temporary time, or permanently, depending on reasons and circumstances.
9. Jeff must catch up and file the back taxes for 2015, 2016, and 2017.
 - a. Jeff must file taxes for year 2015 by April 1st, 2019. He must use his normal diligence to try to maximize the married-filing-jointly tax return (if due) or minimize what we would owe (if that's the case). If Jeff successfully files these taxes by April 1st, then Fawn will pay for all professional tax consultant fees.
 - i. If Jeff fails to have 2015 tax year documents accurately sent in by April 1, 2019, then Fawn will file the taxes using only her W2 and basic known deductions before April 15, and Jeff must sign the simplified married-filing-jointly return without including his own itemizations. Jeff will also be responsible to pay for all professional tax consultant fees.
 - b. Jeff must file taxes for BOTH years 2016 and 2017 by October 1st, 2019. He must use his normal diligence to try to maximize the married-filing-jointly tax return (if due) or minimize what we would owe (if that's the case). If Jeff successfully files these taxes by October 1st, then Fawn will pay for all professional tax consultant fees.
 - i. If Jeff fails to have both 2016 and 2017 tax year documents accurately sent in by October 1, 2019, then Fawn will file the taxes using only her W2's and basic known deductions before October 15, and Jeff must sign the simplified married-filing-jointly returns without including his own itemizations. Jeff will also be responsible to pay for all professional tax consultant fees.
 - c. Fawn will file the tax return for year 2018, as married-filing-jointly, using only her W2 income and basic known deductions, and Jeff must sign the return forms without including his own itemizations. Fawn will pay for all professional tax consultant fees for filing year 2018.
 - d. Jeff and Fawn agree to leave any refunds from years 2015, 2016, and 2017 deposited with the IRS until it is clear whether the filings result in a refund due or taxes owed after all years up to 2018 taxes are complete. Fawn will receive all of the net refund, or will pay all of the taxes due, resulting from the completion of these years tax filings.
10. After all tax returns through 2018 are complete (all of the "married-filing-jointly" years), Fawn will have the option at any time within the 6-year Alimony period to re-finance the Sunnyside mortgages. She can choose any new mortgage arrangement that has reasonable interest rates and payments, as long as all of the property financing remains only in Fawn's name. At Fawn's option, new financing may or may not include a HELOC, home equity loan, or cash-out mortgage if Fawn wishes to cash-out a portion of, or all of, her share of the house equity.
11. Jeff agrees to diligently try to repair his credit rating, and to increase his income, with the goal of refinancing the Sunnyside property mortgage(s) into solely Jeff's name as soon as possible.

- a. When Jeff is able to obtain a mortgage to take all of the Sunnyside financing into solely his name, AND through this mortgage Jeff is able to cash-out and pay to Fawn ALL of her equity in the home with interest as described in section 12 below, then Fawn agrees to sign a quit-claim to remove herself from the deed to the property, so that Jeff will then have sole ownership of the residence and Fawn will have no further interest in the property.
12. As part of this Agreement, both parties agree that Fawn's share of the Sunnyside property's equity will be set at \$60,000.00 as of January 1, 2019. Thereafter, for as long as Jeff lives in the house, and the mortgages are in Fawn's name, Fawn's equity will be considered an "investment", and the parties agree that Fawn's equity will increase at a rate of 4% annually.
- a. At any time in the future, when Jeff is able to refinance the Sunnyside mortgages into solely his name, he will be required to "buy out" Fawn's equity in the property, for the amount of her investment that she is due with interest, calculated at that time. Fawn's equity shall not be linked to, or dependent on, an appraised value of the property at any time.
- b. Fawn agrees to continue to hold the mortgage(s) for Sunnyside in her name after January 1, 2026, when Jeff assumes responsibility for the mortgage payments, for as long as Jeff is unable to qualify for a sufficient replacement mortgage in his own name with reasonable financing terms. Fawn's equity will continue to increase with interest for as long as this arrangement continues.
- c. (However, we need to talk to Phillis about tax implications; there is something about co-owned property that is not divided within 6 years of a divorce having taxable gains...)
- d. If Fawn refinances the mortgages in her name at any point and cashes-out only a portion of her equity, then only the equity remaining associated with the house will continue to earn interest per this agreement.
- e. If Jeff does not obtain a mortgage so that all of the Sunnyside property financing is solely in Jeff's name within 10 years, then beginning on January 1, 2030, any equity that Fawn has not cashed out through refinancing will continue to accrue interest at 5% annually.
- f. If at any time, both parties agree to sell the house, then out of the NET proceeds after the sale, Fawn would be due her equity plus interest per the terms above, as calculated at the sale closing date. Jeff would retain all remaining proceeds after that.
13. Jeff will not sell any personal property before the divorce is final. Jeff must allow Fawn to remove all of her personal belongings out of Sunnyside before or by the time the divorce is final. Both need to finish dividing personal property items as soon as practical.
14. Jeff must give Fawn all of her personal digital data that are still on Jeff's computers before or by the time the divorce is final, including a complete copy of the family photo album, copies of all years back taxes, and any folders where Fawn has saved data in the past. Jeff must give this to Fawn on one or more external WD hard drives. Jeff must delete off of his computers anything that is or was considered solely Fawn's data. Jeff also must give Fawn all data and external hard drives relating to Fawn's company, Adkisson Architects, and retain no copies of that data.
15. Since Jeff is currently covered by health insurance through Fawn's employer, Jeff may apply to the Tennessee Division of Insurance to continue on this health insurance plan under COBRA, following those requirements. To assist Jeff the first year, Fawn's employer has generously offered to continue to pay in full for Jeff's health insurance premiums, each month through December 2019. If Jeff wishes to stay on this health insurance plan for up to 36 months as COBRA allows, then starting in January 2020, Jeff will need to make the remaining monthly premium payments out of his own

resources, either by paying his portion to Fawn's employer, or by paying his portion directly to the health insurance provider, (allowed arrangements will be verified with all parties).

- a. After the 36-month COBRA eligibility period, Jeff will be removed from the health insurance plan provided by Fawn's employer, and Jeff will be responsible for obtaining his own health insurance coverage separately, without Fawn's assistance.
- b. If Fawn's employer terminates the current group health insurance plan for any reason, at any time, then both Fawn and Jeff will be responsible to obtain their own health insurance coverage independently, with no assistance from or obligation to the other. Fawn's employer is under no obligation to continue paying for group coverage if he determines that it is not advantageous to his company, regardless of the time frame following this divorce.

16. Both parties will draw up new, individual Last Wills as soon as possible, and the current wills in place will become void when the new wills are filed with the court. In the new wills, each party will stipulate that upon his or her own death, that full ownership of the Sunnyside real estate will be transferred solely to the other party. Any division of equity in place prior to the one party's death will become void, with all equity then belonging to the surviving owner.

17. If either party incurs debts or obligations in the future such that a third party (unforeseen at this time) puts a lien on the Sunnyside property, or causes the Sunnyside property to be foreclosed or sold at auction for any reason, then that party will be responsible for all costs and losses associated with the Sunnyside property. The blameless party will be entitled to petition the court for full recovery of the value of his/her equity, investment, or share from the offending party.

The parties waive any other claims that they may have against each other. Any previous verbal or written agreements or promises between the parties are superseded entirely by this Agreement.

No alternation or modification of this Agreement shall be valid unless in writing and signed by both parties and filed with the Court.

It is understood and agreed between the parties that this Agreement is entered into without any undue influence, duress, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions in this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily and that each party has either been advised by legal counsel or has been advised to seek legal counsel and has either conferred with legal counsel or has had the opportunity to do so before signing this.

In the event any provision of the Agreement shall be held invalid by a Court of competent jurisdiction, such individual provision shall not affect the other provisions of this Agreement, said provisions being severable.

**2018-08-30 WIFE'S BUDGET FOR MY EXPENSES TO KEEP OUR
MARITAL RESIDENCE, BASED UPON HER PROPOSED MDA ABOVE**

Jeff Fenton

From: Fawn Fenton <[REDACTED]>
Sent: Thursday, August 30, 2018 11:43 AM
To: Jeff Fenton
Subject: Your questions on my proposal

Categories: 4-Email: Important Information

Hello,
 Responding to a couple of your texts...
 Yes, I had sent the first draft of this to Sandy on Monday. She had some suggestions, and so I made some changes on Tuesday and set the offer to you on Wednesday. Sandy thinks this is a very good offer, feel free to talk to her about it.

I have not figured your future taxes in any way. But based on the calculations below, you only need about \$20K in income annually for this to work, and the house mortgage interest writeoff is about \$12K, so your tax obligations would be pretty minimal, if you had to pay anything at all.

I did figure the following for your monthly cash-flow:

If Jeff lives at Sunnyside

Monthly Expenses:

Quarterly Pest Control (\$60 qtr.)	\$	20.00
Piedmont Gas	\$	30.00
GeoAlarm & Monitronics	\$	17.00
NES Electric	\$	280.00
Comcast	\$	50.00
HVUD - Sunnyside Water	\$	24.00
Waste Industries (\$69 quarterly)	\$	23.00
(Allot for Annual Expenses below)	\$	79.00

Total SunnySide Other Bills	\$	523.00
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Jeff Annual Expenses:	Yearly:	Monthly:
Tweetie annual exam	\$ 200.00	\$ 16.67
Amazon Prime	\$ 120.00	\$ 10.00
Termite Contract	\$ 195.00	\$ 16.25
Buick LeSabre Tag Registration	\$ 125.00	\$ 10.42
Tax Return Professional	\$ 300.00	\$ 25.00
	<hr/>	<hr/>
	\$ 940.00	\$ 78.33

Jeff Other Living Expenses

Food - Groceries	\$	550.00
Personal Care (Haircuts)	\$	35.00
Toiletries	\$	30.00
Pet Food/Supplies	\$	20.00

Home Maintenance Misc.	\$	50.00
Counseling with Terry Huff	\$	200.00
Automobile Gas	\$	90.00
Car Insurance	\$	150.00

Jeff Other Living Expenses	\$	1,125.00
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Jeff pays these:

Sunnyside Expenses	\$	523.00
Jeff Living Expenses	\$	1,125.00

Jeff Needs Monthly:	\$	1,648.00
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Rent large bedroom	\$	800.00
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Rent corner bedroom	\$	600.00
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	\$	1,400.00
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need income from somewhere:	\$	248.00
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499

2018-08-30 WIFE’S NOTICE THAT HER FIRM WILL CLOSE IN ONE YEAR, WHEN THE OFFICE LEASE EXPIRES, AND OWNER RETIRES

Jeff Fenton

From: Fawn Fenton <[REDACTED]>
Sent: Thursday, August 30, 2018 5:49 PM
To: Jeff Fenton; Fawn Fenton
Cc: Sandy Arons
Subject: RE: Offer to settle

Ken says he is willing to keep paying for you to be on our plan for 1 year, maybe through the end of 2019, "as long as you don't cause more problems", heh.
Beyond that, we'll have to see where things stand with you, and with my company.
(Our office lease is up in March 2020, and Ken really wants to retire, and so there's no telling what my job will be after that.)

From: Jeff Fenton <Jeff@Meticulous.tech>
Sent: Thursday, August 30, 2018 2:18 PM
To: Fawn Fenton <[REDACTED]> Fawn Fenton <fawn.fenton@live.com>
Cc: Sandy Arons <sandyarons@getasmartdivorce.com>
Subject: RE: Offer to settle

As I re-read this, there is one other substantial concern that I need to address, and that is health insurance. Without health insurance, the price of my meds alone would break me each month (just like your xyrem)!

Would Ken be willing to keep me on your health plan for ONE YEAR, until I can complete my job training and can acquire a job that offers health benefits? Without this, even Cobra I would have no way to pay for, if I don't have a job. I also should maintain my counseling throughout, but that goes back to my questions about the transitional period.

WE ACTUALLY FIGURED OUT THAT KEN ADKISSON MOST LIKELY PLANNED TO RETIRE WHEN THEIR OFFICE LEASE EXPIRED OR WAS UP FOR RENEWAL, BACK WHEN I CANCELLED MY IT CONTRACT. BECAUSE ADKISSON ENTERED A THREE-YEAR CONTRACT WITH THEIR NEW IT COMPANY, WHICH ENDED WITHIN MONTHS OF THEIR OFFICE LEASE. PLUS ADKISSON HAD ALREADY PURCHASED A RETIREMENT HOME IN FLORIDA, AND WAS COMMUTING BACK AND FORTH.

**2018-09-19 WIFE RESCINDS HER 8/30/2019 MDA “SETTLEMENT
OFFER” TO DIVORCE AMICABLY “UNCONTESTED”, AFTER
CONSULTING 3-ATTORNEYS ON MATTER (END OF HER WILLINGNESS)**

Jeff Fenton

From: Fawn Fenton <[REDACTED]>
Sent: Wednesday, September 19, 2018 12:35 PM
To: Jeff Fenton; Sandy Arons
Subject: RE: Unbiased Legal Counsel & Representation

This is the first any of us has heard of you needing to hire a different attorney.

I had no idea Tommy would react to your email that way. In yesterday morning's phonenumber, Tommy informed me that to his knowledge, many lawyers will not contract to represent two people on opposite sides of the table to be a "neutral third party"; he says that's what mediation/mediators are for. I didn't know that about attorneys generally... I asked him if he would be willing to do that for us, and he said no, he wouldn't do that for anyone; he only wants to represent one side. He said we'd probably have to call many lawyers before (and if) we found one who would be willing to work with us together to negotiate this agreement. So that was news to me, it never occurred to me that attorneys would have that "principal" across the board.

I sent my attorney the draft of our contract to review also, and he just told me he thinks this agreement is totally nuts; it's too complicated and is not at all in my best interest, and there are a thousand ways this could go wrong in the future, and he says he will not write it or facilitate it. He says if we do successfully write up an agreement for both of us to sign, we will have to do our best to format it with the structure and language that the courts expect to see for an MDA, and then I will have to file it myself, appending it to my file that is already active at the Williamson County courts, and I will have to get the court clerks to help me request a court date for a judge to look at the contract. My attorney also says, that even though we might both have agreed to this contract and both voluntarily signed it, the judge could still think it is too unequal or complicated and strike it down. My attorney says the judges will refuse to finalize a divorce degree if they personally do not like/agree with the MDA.

And... Judy Wells just called me back a minute ago, and she says the major flaw with our agreement plan, is that she says you will not be able to write off the mortgage interest on the house, even if the mortgage payments are drafted from your own bank account. Since I am the only one on the mortgage financing, the lender (BoFA) puts ONLY my name on the mortgage interest statement tax document at the end of each year. Even though your name is on the deed, I am the only one allowed to deduct the mortgage interest from taxable income. So that sucks... I'll have to re-think the financial repercussions of this whole deal now.

And you are right, we are totally running out of time. I don't have a crystal ball, but let's see what else we can find out within the next week or two. We can't sign an agreement without fact-checking everything anyway, and I still intend to get some additional professional opinions on all of the terms we're considering, trying to reduce the number of legal and financial unintended consequences, and looking for options we haven't thought of so far.

From: Jeff Fenton <Jeff@Meticulous.tech>
Sent: Wednesday, September 19, 2018 10:23 AM
To: Fawn Fenton <[REDACTED]> Sandy Arons <sandyarons@getasmartdivorce.com>
Subject: Re: Unbiased Legal Counsel & Representation

I'm tired of you "shouting" all over me. This is the first I've heard, since you began working with Sandy, of me needing to find/hire another attorney.

You seem to get off on your claims that an attorney has been repeatedly offered to me, while the only reason I have not yet hired one, is because Sandy does not speak well of them, and to save YOU the expense. I thought that the solution was all lined up, a regular part of her workflow.

1

Regardless, how am I supposed to access the funds needed, to hire an attorney on short notice? Your bullshit answer of summoning the funds through the courts, will no longer work on a restricted timeline, especially without the funds in hand to pay for their time to do so.

You originally told me that when I had \$2k in hand, which I instead spent on counseling with Terry Huff, with your assurance that in doing so you would postpone filing for a divorce until AFTER your 14-month term of your apartment lease.

I need some CASH in hand to proceed please!

You are so belittling that it just kills me!

Jeff Fenton
METICULOUS.tech

Sent by my iPhone

2018-10-06 MS. FENTON INSISTS THAT SHE NO LONGER HAS ANY INCENTIVE TO SETTLE (after speaking with attorneys about settlement)

Jeff Fenton

From: Fawn Fenton <[REDACTED]>
Sent: Saturday, October 6, 2018 7:18 PM
To: Jeff Fenton
Subject: RE: Your Files from our Server | Please Make me a Fair Offer to Settle

Ok thank you for working on giving me some more data. When you send me the link to download your zip file, I'll save it on the "Slave" drive. I agree you should not delete or reformat the "Master" drive, hopefully I can get it from you eventually.

I do not believe there is any settlement offer that we can agree to. We are still way too far apart on the terms, and plus, it is now well into October, and there is zero chance that our divorce will final by the end of this year. So I do not really have any incentive now to settle with you. Even if we had more time, I cannot afford any scenario where I pay for all of the Sunnyside bills AND give you cash in addition. Plus, any scenario which does not involve selling or drastically re-ff'ing the house does not give me any cash to pay down my credit cards. And plus, I do not want to be tied to you and the house for the rest of my life. We are nowhere close to a settlement that I am willing to live with long term.

I am not trying to "go to war" with you. You are the only one thinking that. All I want is to be divorced from you and to move on with my life. I do not wish you any ill. I was never, and am not now, trying or wanting to "take" anything from you.

Since I believe there is no settlement we will both voluntarily agree to, we must let the court decide the terms of our divorce. So that's the path we're going down now.

Thanks,
Fawn

From: Jeff Fenton <Jeff@Meticulous.tech>
Sent: Saturday, October 6, 2018 12:26 PM
To: Fawn Fenton <fawn.fenton@live.com>; Fawn Fenton <[REDACTED]>
Subject: Your Files from our Server | Please Make me a Fair Offer to Settle
Importance: High

Hello Fawn,

I spent a couple of days this week, perfecting your MASTER drive with the entire VAULT, both mine and yours, along with much of the BACKUP partition data (everything that had to do with you), but now you're taking us back to war again, and to be honest, I just can't trust you with all my stuff at this time.

SO, I spent the entire night, hand-picking out the parts which I believe you primarily want, including your entire FAWN directory, your POD backup, your exported emails (PST files, MSG files, PDF files), and everything that I copied via TeamViewer during the accidental "Divorce Discovery".

I also hand-picked a lot of data out of the "Digital Filing Cabinet" for you. All the documentation on all three Prius' you've owned. Your personal writing. Marriage counseling and Life Languages info, etc...

2018-10-09 MS. FENTON CONTINUES TO REFUSE ANY SETTLEMENT ATTEMPT OR OFFER – EVEN WITH MORE FAVORABLE TERMS

Jeff Fenton

From: Fawn Fenton <[REDACTED]>
Sent: Tuesday, October 9, 2018 2:20 AM
To: Jeff Fenton
Subject: Re: Reply to your email

Just read more of your texts...

I am not motivated to try to settle with you because there is no guarantee our case would final by the end of this year. The time has gotten too short. Even if we turned in a complete MDA tomorrow, there are only like 4 available court dates between now and the end of the year. So if we come to any agreement, it will need to be favorable to me even if it final in 2019 and I don't have the alimony tax write-off.

Please do not "strip" anything out of the house or sell anything. I will file to have you held in contempt of court.

I do not believe the house would be auctioned instead of just sold on the market normally. I will not spend money "fixing it up for sale"... it needs to be fully remodeled anyway, and will easily sell for its location alone. It will be fine as-is. I will make sure the judge is aware of your threats to deliberately sabotage the listing by claiming various "defects" are worse than they actually are, and I would expect the judge's order to sell the house to include your non-interference.

As for relocating you, I'm still trying to figure out/understand options, but basically you are an intelligent adult with a number of in-demand skills, so I am expecting the judge to order you to get a job and contribute to your own support. But that bridge would be crossed a little later anyway, so again, right now I am not feeling the need to succumb to your pressure to settle.

All that said, though, I am willing to give it one more try with a day with Sandy, just to say we tried.

Sent from Samsung Galaxy smartphone.

----- Original message -----

From: Fawn Fenton <[REDACTED]>
Date: 10/8/18 18:44 (GMT-06:00)
To: Jeff Fenton <Jeff@Meticulous.tech>
Subject: Re: Reply to your email

If I keep the house:

- I cannot re-fi it until taxes are caught up. (You said you need to do 2015, and then i can do 2016-18 because your business stuff will be negligible, right?)
- So any re-fi with cash out would have to wait a little while, and we'd have to agree on how to split whatever cash out i could afford with the new mortgage.
- you'd need to quit-claim the house over to me. No joint ownership going forward.
- one of us can live in my apartment for the remainder of the lease, but I can't afford to give you much (if any) cash or alimony as long as I'm paying for both residences.
- I could pay you alimony between \$1200 - \$1500 per month at most, after I am no longer paying for the apartment also.
- No long-term deals other than alimony for 6 years. I don't want to be connected to you going forward.

What do you think?

2018-10-15 MARITAL DEBTS Payoff Calculations by Ms. Fenton
(INSISTING on Paying-Off OUR DEBTS in MY NAME at only 50%)

Jeff Fenton

From: Fawn Fenton <[REDACTED]>
Sent: Monday, October 15, 2018 4:51 PM
To: Jeff Fenton
Subject: RE: House Sale Calculations/Realistic Hopes for Credit Card Payoffs

Some figures I have been working with:

Fawn's credit card debt:

Fawn Credit Card Expenses	Min. Pmt.	Cur. Bal.
BofA Rewards	\$ -	\$ -
BofA Platinum	\$ 121.00	\$ 7,798.00
Capital One	\$ 84.00	\$ 6,618.00
American Express	\$ 82.00	\$ 8,282.00
Ascend FCU Credit	\$ 332.00	\$ 16,557.00
Chase Card (only Jeff uses)	\$ 25.00	\$ 950.00
Fawn Credit Card Expenses	\$ 644.00	\$ 40,205.00

Defaulted Credit Cards		full amt.	50%
First Nat. Bank Omaha	-2365	\$ (19,064.39)	\$ (9,532.20)
Chase	-2671	\$ (7,238.94)	\$ (3,619.47)
BofA	-7524	\$ (11,199.28)	\$ (5,599.64)
American Express	-2005	\$ (10,625.59)	\$ (5,312.80)
Ascend FCU	-9090	\$ (10,279.82)	\$ (5,139.91)
BancorpSouth	-7291	\$ (30,323.81)	\$ (15,161.91)
Total in Jeff's Name (all)		\$ (88,731.83)	\$ (44,365.92)

In my opinion, it would be insane to pay off the full amount of the defaulted debts, and I won't agree to any plan that does that. You or we must negotiate them down to at least half, and make them report as paid in full.

Various scenarios I had for selling the house:

If We Sell House (Scenario 1):

Assumed Sales Price:	\$ 425,000.00	better case
Pay off 1st Mortgage:	\$ (245,000.00)	
Pay off 2nd Mortgage:	\$ (55,000.00)	
Pay Real Estate Commissions:	\$ (25,500.00)	6%
Net From Sale:	\$ 99,500.00	
Pay off Jeff's debts in full	\$ (88,730.00)	this would be dumb
Left for Fawn	\$ 10,770.00	
Fawn's debts	\$ (40,000.00)	
Remaining:	\$ (29,230.00)	still left for Fawn to pay herself

If We Sell House (Scenario 2):

Assumed Sales Price:	\$ 400,000.00	worse case
Pay off 1st Mortgage:	\$ (245,000.00)	
Pay off 2nd Mortgage:	\$ (55,000.00)	
Pay Real Estate Commissions:	\$ (24,000.00)	6%
Net From Sale:	\$ 76,000.00	
Pay off Jeff's debts (negotiated)	\$ (44,400.00)	assume at 50% settled
Left for Fawn	\$ 31,600.00	
Fawn's debts	\$ (40,000.00)	
Remaining:	\$ (8,400.00)	still left for Fawn to pay herself

If We Sell House (Scenario 3):

Assumed Sales Price:	\$ 400,000.00	worse case
Pay off 1st Mortgage:	\$ (245,000.00)	
Pay off 2nd Mortgage:	\$ (55,000.00)	
Pay Real Estate Commissions:	\$ (24,000.00)	6%
Net From Sale:	\$ 76,000.00	
Pay off Jeff's debts (at 50%)	\$ (29,200.00)	but do not pay BCS debt at all
Left for Fawn	\$ 46,800.00	
Pay off Fawn's debts	\$ (40,000.00)	
Remaining Equity to split:	\$ 6,800.00	
Split 50/50, each gets:	\$ 3,400.00	

From what Brendan told us about re-fi'ing the house now before I have alimony coming out of my income:

Assumed house value	\$ 425,000.00
Maximum single mortgage 80%	\$ 340,000.00
Monthly payments new mort:	\$ 2,203.00
Pay off first mortgage	\$ 244,000.00
Pay off 2nd mortgage	\$ 55,000.00
Re-Fi closing costs:	\$ 5,950.00
Then cash out would be:	\$ 35,050.00
Put this towards Fawns CC debt	\$ (40,000.00)
Fawn would still owe:	\$ (4,950.00)

There are a lot of different ways to look at this, but none are great.

From: Jeff Fenton <Jeff@Meticulous.tech>
 Sent: Monday, October 15, 2018 2:53 PM

2018-08-27 OUR REAL "MARITAL" DEBTS

Property Statement report for Fawn and Jeff Fenton			
<i>as of 8/27/18</i>			
Real Estate		Title	
		H/W/J	
1986 Sunny Side Dr. Brentwood			
Estimated Current Value		\$ 425,000.00	J
1st Mortgage	BofA -9135	\$ 244,158.00	W
2nd Mortgage	BCS	\$ 55,000.00	W
Estimated Equity		\$ 125,842.00	J
Cash Accounts			
First Farmers & Merchants Bank	Checking	\$ 2,312.95	W
First Farmers & Merchants Bank	Savings	\$ 500.17	W
Ascend Federal Credit Union	Checking	\$ 930.21	W
Ascend Federal Credit Union	Savings	\$ 155.56	W
MIT Federal Credit Union	Checking	\$ 105.00	W
MIT Federal Credit Union	Savings	\$ 105.29	W
Total cash (Fawn)		\$ 4,109.18	W
 Jeff has NO bank accounts in his name - only old Business Account			
Jeff's Fifth-Third Bank Account	MM (Business Checking)	\$ 302.72	H
Personal Items			
Furniture and Furnishings	(guess)	\$ 20,000.00	J
2017 Toyota Prius	(KBB 15,050 w/\$2,150 Service Contr:	\$ 22,150.00	W
Loan Outstanding	Toyota Financial (VIN: JTDKBRFU2H3	\$ 15,300.00	W
Net Prius Equity		\$ 6,850.00	W
2003 Buick LeSabre	(KBB Current Value)	\$ 1,734.00	J
paid for (no liens.)	VIN: 1G4HR54K43U236502		
 (Neither of us has any retirement accounts.)		 \$ -	
Total Assets:		\$ 158,837.90	J
Debts:			
2015 Back Taxes		\$ -	J
2016 Back Taxes		\$ -	J
2017 Back Taxes		\$ -	J
2018 potential taxes		\$ -	J
Current Credit Cards			
BofA Rewards	-XX19	\$ (5,705.98)	W
BofA Platinum	-XX62	\$ (6,982.28)	W
Capital One	-XX67	\$ (6,207.36)	W
Ascend FCU	-XX90	\$ (11,618.28)	W
American Express	-XX06	\$ (6,700.00)	W

(New Chase in progress)	-6282	\$	-	W
Total Unsecured Debt in Fawn's Name		\$	(37,213.90)	W
Defaulted Credit Cards				
First Nat. Bank Omaha	-XX65	\$	(19,064.39)	H
Chase	-XX71	\$	(7,238.94)	H
BofA	-XX24	\$	(11,199.28)	H
American Express	-XX05	\$	(10,625.59)	H
Ascend FCU	-XX90	\$	(10,279.82)	H
BancorpSouth	-XX91	\$	(30,323.81)	H
First Tennessee Line of Credit	-XX10	\$	(602.28)	H
Total Unsecured Debt in Jeff's Name		\$	(89,334.11)	H
Total Debts:		\$	(126,548.01)	J
Total Assets		\$	158,837.90	
Total Debts		\$	(126,548.01)	
Net Property		\$	32,289.89	

Ms. FENTON CHOSE to NON-SUIT her FIRST DIVORCE COMPLAINT, because HER OWN NARRATIVE had her backed into a Corner! Here are some of the primary reasons (all to HER OWN BENEFIT, not MINE as Ms. Story has falsely accused in Court):

1. I had filed a massive Counter-Complaint, which presented some difficult and ugly TRUTHS, which she had yet to answer for.
2. She admitted to being our family's primary breadwinner in her first complaint.
3. She acknowledged that she planned to pay ALIMONY in her first divorce complaint. (As well as for my Legal Counsel.)
4. In her first complaint, Ms. Fenton acknowledged her joint ownership of the \$90,000 of TRULY MARITAL DEBTS, which she abandoned in MY NAME. Along with her responsibility and intentions to PAYOFF THOSE DEBTS.
5. She acknowledged my psychological disabilities, and though she lied and portrayed me as a MONSTER again, she made me into a MONSTER who couldn't reasonably be expected to support himself. Further indebting herself to providing me long-term support.
6. She wanted to sell our home OUTSIDE the oversight of the COURT, so that she could EVADE paying the MARITAL DEBTS in MY NAME
7. There weren't any LIES denying our JOINT AND EQUAL INVESTMENT AND OWNERSHIP IN OUR HOME, as came later.

HUSBAND & WIFE’S “VERBAL SETTLEMENT AGREEMENT”

2018-10-27 TERMS OF OUR “VERBAL SETTLEMENT AGREEMENT”

2018-10-27 Fawn Outlining her Understanding & Consent to our Verbal Settlement Agreement

Jeff Fenton

From: Fawn Fenton <[REDACTED]>
Sent: Saturday, October 27, 2018 5:31 PM
To: Jeff Fenton
Subject: Your texts re: settling

I am reading your texts coming in now that you’ve been writing today. Overall I think I am agreeable to this, but I want to try to make sure we’re on the same page.

The basic idea is that I withdraw the complaint, so there is no divorce action pending, and we let things sit until after we’ve sold the house and divided money and stuff on our own. Then we can easily file an uncontested divorce and probably wouldn’t even have to go to court. Right? I agree, the less the court has to get into our finances and personal business, the better.

This would all be informal between us, right? No long-ass legaleze contracts between us? I would MUCH prefer that. I have no desire to “screw you over” in any way, I do not want either of us to go through any more pain than necessary at this point. (FYI, I am putting numbers on these points below just to organize events in my brain; I am not trying to make this look like a contract or something.)

- 1.) So I would withdraw the divorce complaint on Monday, and verify with the court clerk that that stops or lifts the temporary restraining order, so we can move/sell stuff at will after that. (Or, I will find out if there are any other actions I need to take to put the divorce on hold in order for us to have the freedom to do whatever we want with the “marital stuff”.)
- 2.) At that point, we would take some time to sell and store some of our stuff, right? Can we say the goal would be to have our activities done so that the house could be listed in 2 or 3 months maximum? This is the time-frame which worries me, since you always need way more time than a regular person to do things. I would be worried that you would ask for another month... and then another month.... And I wouldn’t want it to drag out, because my expenses are increasing for as long as this continues, and plus we want to list it by spring. Can we say we’d have our “stuff” situated such that the house could be listed by the end of January or 1st of February? (And if you want to uninstall the security system and take it with you, I’m fine with that.)
- 3.) Then we would meet at Judy’s and you would sign a quit-claim, and your reason is because you do not want to have to be involved in the sale of the house, right? So you could just turn your back on it and not have to watch, and I will deal with all of the sale activities? We might want to instead keep you on the deed, but you sign a POA so that I can do all of the sale transactions without you. I am thinking that would allow Judy’s office to write each of us a check directly to split the proceeds of the sale (at the end). Otherwise, if I was the only person listed as an “owner” of the house, then all of the proceeds would go into my name, and it might be more difficult to give you half. We don’t want it to be looked at by the IRS as a “gift” or some other taxable event. If we are (were) both owners, and we each take some of the proceeds, then none of that would be taxable.
- 4.) So when our stuff is satisfactorily stored or moved (just for putting the house up for sale)... I would get the fish tank cleaned up and out of there to storage, and I would get my stuff out to the greatest extent possible. And then the real estate agent could list it for sale... And you would take off to Michigan. So maybe we could have it put on the market by early February?
- 5.) That seems good because then it would be listed for sale during the spring, and hopefully we would get a good offer by April or May, and close in May or June at the latest. (While it’s on the market, we could finish getting the rest of our stuff out of there also.) The proceeds could go into an account held by Judy’s office, and then we could split it 50/50, and Judy’s office could write us each individual checks. (Maybe we should ask Judy... I wonder if you should “gift” your ownership of the house to your mom or something... So that your mom and I are officially on the deed as the joint owners of the house.... Then Judy could write the final checks directly to me and your mom, and that way there would be no record of you ever having received money out of the sale of the house, so that if you proceed with your BK, that doesn’t come into question....?)

2018-10-27 Fawn Outlining her Understanding & Consent to our Verbal Settlement Agreement

- 6.) Between now and when we each get our half of the proceeds from the house, I would just give you \$500 per month (\$250 out of first paycheck and \$250 out of 2nd paycheck, ok?)
- 7.) Then after everything from the sale is done and we have no more joint anything, hypothetically in June or so, we would just fill out the standard forms for an uncontested divorce, and turn those in to the court, no lawyers involved.
- 8.) I would then agree to give you \$1,750 per month for 6 years in alimony, roughly June 2019 through June 2025. The divorce should record as final a month or two later.
- 9.) Oh, and I would still ask Ken to keep you on our health insurance through the end of 2019.

Does that all sound like an accurate summary of what you would be agreeable to?

I am good with this plan, if you are.

Thank you for reconsidering everything.

The **ONLY** reason why we **NEVER** listed our **HOME** for **SALE** as stated and planned in our “**Verbal Settlement Agreement**”, was because Ms. Fenton **DEFAULTED ON IT!** While she **REFUSED** to even say **WHY** for **MONTHS!** In the end, she admitted to the obvious, that she did not want to **COMMIT** in **WRITING** to paying me the **\$1,750 per month** in **ALIMONY**, for a duration of **6-YEARS**, as was a **CRITICAL TERM** of our “**VERBAL SETTLEMENT AGREEMENT**”, and me **MOVING** in general, so that I could **AFFORD** somewhere to **MOVE TO!** Ms. Fenton **KNEW** this very well, and had repeatedly **VERBALLY** agreed, but when it came time to put **HER OWN WORDS IN WRITING** (no attorneys required, just a simple **NOTE** signed between us), Ms. Fenton **REFUSED TO PERFORM**, as she waited for **KEN ADKISSON’S RETIREMENT** to grow nearer.

I had **NEVER** offered to become **HOMELESS** for the sake of selling our **Marital Residence** or getting a divorce. I was willing to **DOWNSIZE** significantly but being unemployed and requiring meaningful vocational training **BEFORE** I could get a job earning half what I got paid 15-years ago, I **KNEW** that I needed some **TIME** and ample **PROVISION** (as Promised) before I could **CONSIDER** voluntarily sacrificing both **MY HOME** as well as the **ONLY LEVERAGE I HAD** throughout the divorce. While Ms. Fenton had **ALL THE MONEY, CREDIT, AND LEGIONS OF LAWYERS.**

There were **NO LEGAL** grounds for **KICKING ME OUT** of **MY OWN HOME!** I had done **NOTHING WRONG!** This was the **WHOLE** reason **WHY** Ms. Fenton hired Attorney Virginia Lee Story, and eventually staged her **BANKRUPTCY.** Because consumer protection **LAWS** and my **RIGHTS** as a **UNITED STATES CITIZEN** as well as **A CITIZEN OF THE GREAT STATE OF TENNESSEE** (both in good standing), were of **NO CONSEQUENCE** to those who can operate **ABOVE THE LAW** as **MS. STORY UNCONSCIONABLY DID!**

***2018-12-22 CONSEQUENCE OF NEW TAX LAWS WITH MS. FENTON'S TOTAL REFUSAL AT EVERY ATTEMPT OF TAX PLANNING I TRIED THIS WAS THE MOMENT THAT I KNEW SHE WOULD NEVER PAY THE "ALIMONY" of \$1,750 PER MONTH FOR 6-YEARS AS PROMISED!**

Fawn Fenton
(615) 333-7377 • mobile



Thanks!

I was just reading about the 2018 tax code...

Have you figured out the income tax ramifications of having no mortgage interest deduction (because you will live in an apartment), plus no spousal dependant (another lost \$12k write-off), plus not being able to write-off the alimony you pay me, combined with the new 2018 tax laws? (Not to mention the loss of the "business in home" and other MM write-offs)?

Seriously, I'm concerned for how you have and continue to set yourself-up for your future.

It looks to me, like you will have double the taxable income that you previously had, which won't likely change for 5-10 years, until you can afford to purchase another condo and complete paying my alimony.

Have you really ran the numbers on all of this and considered for a moment if maybe there is some way for you to mitigate your tax losses?

It looks to me like you have created and are walking into the worst possible scenario tax wise, which will largely defeat much of the vocational success you've reached in recent years.

Am I missing something, misreading something, not understanding anything correctly? Have you discussed options with a CPA or even your brother, or someone with an MBA, or at least a tax professional?

I hate to see you screw yourself, especially to solely benefit Uncle Sam.

Is there no better way of doing this?

Dec 22, 2018



Correct, my tax situation is going to suck for a very long time.

Fawn Fenton (mobile) • Dec 22, 2018

Is there nothing we can do h

To help that?

Dec 22, 2018



Not that I know of.

Fawn Fenton (mobi e) • Dec 22, 2018



Have you talked to your brother about it or asked an accountant?

Dec 22, 2018



Yes I've talked to mark and my dad. No haven't talked to an accountant. 90k gross - 31k taxes - 21k allmony = 38k net. Plus or minus.

Fawn Fenton (mob e) • Dec 22, 2018



Didn't your dad or Mark have any suggestions to bring down those insane taxes?

Dec 22, 2018



Nope. This is why I cannot afford to keep house, and need sale to help pay down debts.

Fawn Fenton (mob e) • Dec 22, 2018



Yet the house would save you how much in taxes?

Debts are all from this year... how did we fall so far so fast?

Dec 22, 2018



Someday when allmony is done, I can get a job making only \$43k gross and have same net of +/- \$38k.

Fawn Fenton (mobi e) • Dec 22, 2018



That is crazy... their must be a smarter way to spend all that you've worked for?

So back to the house, how much does the mortgage interest take off your taxes?

Your dad and Mark didn't have any suggestions to help you pay less in taxes?

Hello?

If you kept house, you would have a massive tax write-off, plus if you got one female roommate, you would be earning equity, have money to slowly

Dec 22, 2018



Mortgage interest is about \$12k.

Fawn Fenton (mobi e) • Dec 22, 2018