







**MOTION TO SELL THE MARITAL RESIDENCE FILED IN BAD FAITH BY ATTORNEY STORY on 7/17/2019 R.v1 (41-44) to INTENTIONALLY EXPLOIT HUSBAND’S DISCLOSED ADA DISABILITIES (ADHD & OCPD) I AM EXTREMELY SLOW, STRUGGLE FOCUSING, AND CAN’T MULTI-TASK (PET-PEEVES OF WIFE). UNABLE TO DEFEND MYSELF AGAINST MULTIPLE SIMULTANEOUS HIGH-VALUE SURPRISE ATTACKS, WHILE EXHAUSTING ALL FUNDS I COULD BORROW FOR DEFENSE BEFORE THE DIVORCE EVEN BEGAN!**

9. Wife tried to convince Husband to put the house in the market in the fall of 2018 as finances were getting tighter, however, Husband would not agree on anything and Wife believes that Husband will again try and do whatever he can in order to stall this process.

**ARGUMENT: WHY I CAN NOT WRITE A LEGAL BRIEF**

500 Attorney Virginia Lee Story presented the Court with a completely false and  
501 fraudulent narrative, taken at FACE VALUE as the TRUTH without question by the close  
502 and trusting Judge Binkley, with ZERO OBJECTIVITY! While this along with EVERY  
503 ACTION FILED by Appellee and her Counsel were highly engineered, strategically staged,  
504 and fraudulently employed (**DECOY DIVORCE**) actions for completely ulterior  
505 motives!

506 **This is why I can’t write a LEGAL BRIEF!** It is not about a QUESTION of  
507 Law, or some PORTION of the testimony, which was incorrect, an error, or malicious,  
508 rather every filing in the ENTIRE DIVORCE, by ATTORNEY VIRGINIA LEE STORY (in  
509 conjunction with the planned and staged BANKRUPTCY FRAUD and missed  
510 MORTGAGE PAYMENTS to “force the hand of the court”, was all planned in advance,

511 since we BOTH knew a YEAR IN ADVANCE when Ms. Fenton's Employer was planning  
512 to RETIRE!

513 We both KNEW that she was going to do this (take a professional nosedive, when  
514 her boss retired, so that I could "win" 22.5% of ZERO GROSS INCOME instead of  
515 \$94,000 per year! The ONLY part which I didn't know a YEAR in advance, was her plans  
516 to force our home into default, FILE BANKRUPTCY, and completely FORFEIT our  
517 HOME in that BANKRUPTCY!

518 Once I realized that, Attorney Story was ready and served me with an ORDER OF  
519 PROTECTION the very NEXT DAY! (Without INCIDENT by MYSELF!) Except sending  
520 NON-MALICIOUS and NON-THREATENING text messages and emails to Ms. Fenton,  
521 while trying to persuade her to TELL ME what was going on, and whether or not our  
522 HOME was in JEOPARDY, because beside having every penny I every had invested into  
523 our home, I also had two roommates whom I had entered a ONE YEAR LEASE WITH,  
524 who were both VERY CONCERNED once I was secretly bombarded with the intentional  
525 mortgage default, the fraudulent bankruptcy, and the bombardment by Ms. Story with  
526 three consecutive actions to maliciously BIND AND GAG ME, while preventing me from  
527 even speaking with the lenders or trying to SAVE MY PROPERTY.

528 I have no words for how UNETHICAL, FRAUDULENT, and ILLEGAL the entire  
529 ordeal was! While it took far more legal knowledge, POWER, and connections to move  
530 and manipulate ABOVE THE LAW, both in State and Federal Courts simultaneously, to  
531 pull this off! I believe that this entire scam was the "brainchild" of Attorney Virginia Lee  
532 Story! That she and the other "bad actors", caused us BOTH harm beyond words! Harm

533 even for Ms. Fenton which I could have MITIGATED to some extent, had I been JUSTLY  
534 afforded my Constitutional Rights as a United States Citizen in good standing!

535 When the COA refused to offer me the slightest assistance, despite the Tennessee  
536 Constitution, the United States Constitution, the Judicial Canons, and the Rules of  
537 Professional Conduct, despite the MAGNITUDE of clear, convincing, overwhelming  
538 EVIDENCE that I provided them with, while Ms. Story's only argument was that they  
539 couldn't consider that, because I hadn't turned it into the Trial Court, while I was  
540 strategically and maliciously DENIED the opportunity, by what I believe were CORRUPT  
541 criminal actions from participating in ANY TRIALS or to DEFEND MYSELF in any way!  
542 Regardless of what I was promised in Court.

543 I am so OVERWHELMED at the demand that I write a BRIEF in order to be  
544 afforded ANY PROTECTIONS under the Law! Especially in light of the POWERFUL BAD  
545 PLAYERS who caused me catastrophic harm which I will never be able to recover from in  
546 my lifetime. Demanding that I write a BRIEF, is like asking me to fit a CITY the SIZE OF  
547 DETROIT, into ONE CITY BLOCK! Or asking me to write a doctoral dissertation on why  
548 ELVES are no taller than 3 Feet, when ELVES DON'T EXIST! Or to DRAW a MAP back  
549 to KANSAS from the LAND OF OZ! It is beyond OVERWHELMING! The entire ordeal  
550 should have been ordered a MISTRIAL by the Appellate Court, as there is no FACTUAL  
551 basis in ANY ACTION! While it was ALL done entirely in BAD FAITH!

552 Yes, the DIVORCE is still necessary, and I am agreeable to a divorce of  
553 unreconcilable differences (as she even requested in her divorce complaint), but I NEVER  
554 ABUSED MY WIFE IN MY LIFE! Or if I have, it was certainly unintentional, an isolated  
555 incidence, not a recurring theme throughout our marriage, and it was definitely not nearly

556 as vile and revolting as what she has maliciously done, since she seized all of our financial  
557 assets and abandoned me, doing everything in her power, to avoid providing me with ANY  
558 stability, any INFORMATION about her random surprise litigious attacks from month to  
559 month, no agreed cease fire (except that which she violated in the end), no stable  
560 opportunity for vocational training, or any means by which to have ANY hope at  
561 employment beyond working at McDonalds!

562 Yes, I am “smart” enough for many tasks, I am a DIY guy, I don’t pay people to do  
563 work I can figure out how to perform myself. But it took me FOUR-DAYS to INSTALL our  
564 last HOT WATER HEATER (I’d never done GAS before), but once it was installed, I had  
565 poured a custom concrete pad, put a drain pan under it, put a water sensor in the drain  
566 pan (wirelessly communicating with our alarm system), while having installed it FAR  
567 BETTER than anyone else would have ever taken the TIME to perform the work, while  
568 also saving us about \$1,000 in labor. Still, although that was “worth” MY TIME to benefit  
569 our FAMILY, it isn’t worth ANY EMPLOYERS TIME TO PAY ME HOURLY! (Ms. Fenton  
570 had to literally shower at our neighbor’s house for a couple of days!)

571 As for her claims that I’m a “computer genius”, that also is just an alimony dodge.  
572 My biggest VOCATIONAL FAILURE in life is having too many interests, never obtaining  
573 vocational training or any sort of professional education, and DILUTING MY VALUE by  
574 being a “Jack of All Trades and Master of NONE”! I can do a LITTLE bit of EVERYTHING,  
575 but I haven’t spent enough time or have enough experience in any specific discipline, to  
576 be worth ANY REAL MONEY TO ANYONE!

577 Except years ago as a “Lead Pressman”, printing FedEx envelopes, making \$24 per  
578 hour before I met Ms. Fenton. While that entire industry (manufacturing printing) has

579 since GONE overseas! I NEED to be RETRAINED for a CURRENT GAINFUL  
580 VOCATIONAL TRADE, which is in DEMAND! Yet both NOW and FIVE YEARS AGO, Ms.  
581 Fenton doesn't want to waste a penny or a minute on my vocational training, and now she  
582 doesn't need to, despite the fact that every attorney said I was DUE vocational training to  
583 help me transition back into the workforce.

584 I figure that Ms. Fenton paid \$100k in legal fees, to leave me without a PENNY! I  
585 largely blame her wealthy (as in Saudi Oil Tycoon "wealthy"), proud, and condescending  
586 family, who I was never good enough for. Somehow, they infiltrated her mind, changed  
587 her whole World View to theirs, and convinced Ms. Fenton that she is an "abused"  
588 "victim". Ms. Fenton was in COUNSELING for her OWN BENEFIT before I even met her.  
589 We went to several different counselors throughout the duration of our marriage. We  
590 participated in several small group and church fellowships which were extremely  
591 transparent, while inviting people to speak into our lives. Yet NEVER ONCE in my 15-  
592 YEARS with Ms. Fenton, had I EVER heard the term "ABUSIVE" or "EMOTIONALLY  
593 ABUSIVE", until AFTER she hired a DIVORCE ATTORNEY and abandoned me! One of  
594 Ms. Fenton's favorite sayings used to be, "That's what the FBI calls a CLUE!"

595 I got the contract with Fawn's OFFICE only because I knew how badly they were  
596 getting ripped-off by their previous company, I knew enough to handle an office with five  
597 computers and an outdated server (the same version I have at home), while I didn't need  
598 any certification, resume of past clients, etc... in order to get the job. Now that is almost  
599 ALL the work that I've done in IT, and even before the divorce Ms. Fenton refused to give  
600 me a letter of recommendation because she was mad at me for confronting her boss to  
601 give her a (highly deserved) raise, while I CHOSE to terminate my contract with her firm.



602 I saw it as being “just enough work to keep me from doing something really productive”,  
603 so I wanted to obtain vocational training to get a REAL job in computers! (I typically made  
604 less than \$10k per year helping her firm, while that just wasn’t enough to be satisfied.)

605  
606 (in on computers – everything is so specialized these days) to can’t do ANYTHING

607 If I had the ability to make any REAL MONEY on computers, I would have been  
608 GONE long, long ago! I’ve spent 4,000 HOURS trying to simply get FREE of the  
609 CHARACTER ASSIGNATION which took place in Williamson County Chancery Court,  
610 without even the realistic HOPE of recovering any of my MONEY for the approximately  
611 \$250k I was strategically ROBBED. If I had ANY skills or ability for gainful employment,  
612 I would be making the MONEY and paying someone to take this to Federal Court and  
613 have the entire case overturned for being a massive collusion of FRAUD! Yet like always,  
614 all that I have is my OWN TIME, and my ability to research and learn, while this year long  
615 involuntary “legal internship” merely in an attempt to LIVE THROUGH THIS ABUSIVE  
616 DIVORCE, has robbed me of so much more than just money! It robs me of everyday that  
617 I COULD spend with my elderly mother while she is still healthy enough to get around! It  
618 robs me of the SECURITY of knowing that I WON’T be ARRESTED randomly WITHOUT  
619 WARRANT, due to any fraudulent claim by my ex-wife, Attorney Story, or Judge Binkley,  
620 as they have repeatedly DEMONSTRATED to me that TRUTH, HONESTY, CARE, and  
621 HONOR are NOT amongst them when it comes to how they treat me! Far beyond the  
622 point of benefitting any party! I honestly believe that some of what Ms. Story has done to  
623 me is void of all conscience, and downright sadistic, as I will SHOW you later in this  
624 document! Simply to ABUSE me to the greatest extent possible from 600 miles away!

625 For years I've said that "MY TIME IS WORTH MORE TO ME, THAN IT IS TO  
626 ANYONE ELSE!" That's not to say that I didn't WORK! I've WORKED HARDER THAN  
627 MOST PEOPLE, THAT I KNOW! Even Ms. Fenton would agree with that if she were  
628 HONEST!

629

630 ime of opportunity at Vocational training, or A to me since she left, any more than  
631 she has maliciously abused me through ceasing all of our assets and abandoning me! She  
632 also knew that I had reached the point where I could claim HER FAULT in our divorce,  
633 because

634 was a FRAUD! A DECOY from what REALLY HAPPENED! Because what really  
635 happened would cost a FORTUNE to litigate, while showing there was NO VICTIM in this  
636 divorce, but rather we had a bunch of GREAT YEARS, we bought a new house, we suffered  
637 HORRENDOUS ROOFING DAMAGE which cost us TWO YEARS of constant fighting to  
638 save our lives, fix our home, win a judgment, try to collect that judgment, while forcing  
639 Husband to sacrifice his business contract with AT&T, to devote ALL my time to  
640 mitigating our damages, as we were hemorrhaging far more money each month than I  
641 EARNED!

642 ithout and wouldn't yield near the return that their Litigiously Abusive completely  
643 fraudulent narrative did, which they were able to completely establish in the mind of the  
644 Court, with the insidious claims about the "Disturbing" no Trespassing signs, and the  
645 request for an Order of Protection leveraging even MORE LIES, to portray me as a  
646 MONSTER, while the "Disturbing" no Trespassing signs were DESIGNED by MS.  
647 FENTON at her OFFICE using her employers CAD SOFTWARE!

648

# REPORTING ELDER ABUSE AND NEGLECT

**According to the National Center on Elder Abuse, only 1 in 14 cases of elder abuse ever come to the attention of authorities.**

Tennessee is a mandatory reporting state. If you see abuse — or even suspect that an adult is being abused, neglected or exploited — you must report it. Call the Tennessee Department of Human Services Adult Protective Services unit, toll-free at **888-277-8366**.

## WHO SHOULD I TELL?

If the abuse is happening now, call 911.

If you suspect elder or adult abuse, call Adult Protective Services at **888-277-8366**.

If the abuse is physical, call Tennessee Domestic Violence Hotline at **800-356-6767**.



## WARNING SIGNS OF PHYSICAL ABUSE

Bruising, especially in the torso or head; frequent injuries from accidents; broken eyeglasses or frames; caregiver's refusal to allow visitors alone with the older person.

## WARNING SIGNS OF EMOTIONAL ABUSE

Isolation of the older person or refusing to allow visits alone with the senior; observed threatening or belittling of the older person by the caregiver.

## WARNING SIGNS OF NEGLECT

Unusual weight loss; malnutrition; dehydration; untreated physical problems; unsafe and unsanitary living conditions such as dirt, vermin, soiled clothes and bedding; inappropriate clothing for the weather; desertion or abandonment of the older person in a public place.

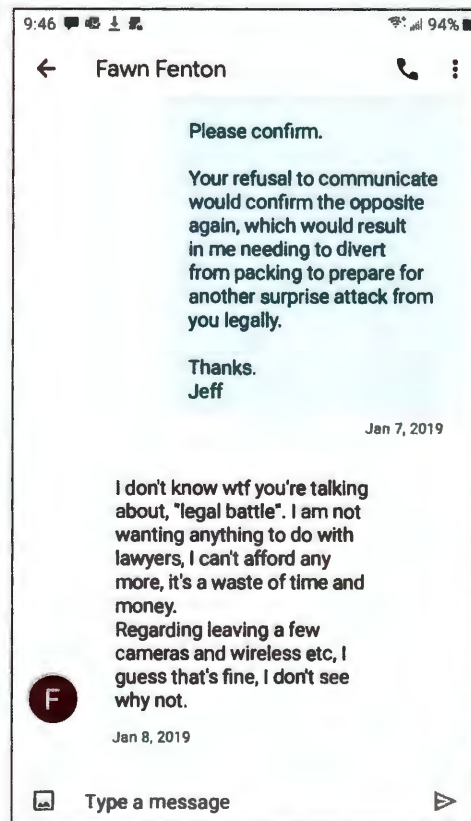
## WARNING SIGNS OF FINANCIAL EXPLOITATION

Significant withdrawals from the vulnerable adult's accounts; sudden changes in their financial circumstances; valuable items or cash missing from their home; increase in junk mail soliciting purchases or payments for sweepstakes money; neglect of the victim, such as no food in the home; and maintenance and repairs of the home are ignored.



502 Deaderick Street | Nashville, Tennessee 37243 | [www.tn.gov/aging](http://www.tn.gov/aging) | Main Office 615-741-2056  
Information and Assistance 866-836-6678 | SHIP Medicare Counseling 877-801-0044

**2019-01-04 MS. FENTON DEFAULTED ON OUR “VERBAL SETTLEMENT AGREEMENT” to AVOID PAYING ME ALIMONY AS AGREED at 22.5% of Her Gross Income for HALF the TERM of Marriage \$1,750 PER MONTH for 6-YEARS Repeatedly PROMISED by Ms. Fenton**



Fawn Fenton

(615) 988-7177 • mobile

I've spent the past two years trying to teach you and your family that we are conjoined, legally and spiritually, and no one can hurt one without hurting the other.

You've ran up over \$40k in debt in your own name in the past year trying to prove me wrong, and you've set yourself up for the a financial and tax nightmare for the next decade, and you STILL can't SEE it!

That's just SAD!

At what point do you start to question your logic and that of the council you have received, over this past year?

What does it take?

I told you BEFORE we bought this house, that if we buy this house you are choosing to be an architect for the rest of your life, or we simply couldn't afford it.

I didn't push you either way, but stated it mater of factly, which you acknowledged.

Then I ASKED YOU for YOUR CHOICE, and you said that YOU wanted to purchase this home and that you agreed to maintain a high paying job as an architect for the rest of your life.

100% Your Choice, NOT Mine!

You KNOW that I was against this house, since the first time that we saw it, until I lived in it for about a year, when I finally fell in love with this home, this property, this street, our neighborhood, and the natural safety from storms which this valley provides!

Try WORKING WITH ME AGAIN, it would AMAZE you at what we can DO TOGETHER!

If you continue to choose to work against me, the same principal works in reverse, we have the ability to stand-up to whatever the other one can dish out, wasting hordes of TIME and MONEY.

Since the very beginning of discovering that you want a divorce regardless of anything else, I gave tried REPEATEDLY to get you to WORK WITH me on it, to mitigate our damages. You refused every step until after your attorney's retainer was used up, and you had a massive list of complaints against you, to legally answer for.

Lets stop fighting and trying to control each other, to see IF we can do one last thing TOGETHER RIGHT, before we lose what little bit we have left.

Yes, I know your motives, both with this sale and with the alimony. Both will be addressed as promised, or neither will.

Likewise I think that you know my motives in this sale and with the alimony, to try to rebuild myself and a small portion of what I've lost (and survive in the meantime).

Neither of us can get everything that we want, or we wouldn't even be here.

We are HERE because it appeared to be the financially wisest decision for both of us.

So lets make use of that, offer each other a sense of security and safety throughout this process, and not get so greedy that the entire thing blows up in our faces.

**I WAS WRONG!**

We CAN do this! But NEITHER of us is savvy enough to rip the other one off, so lets have some empathy and compassion for each other and try to END WELL!

Would you trade you positions in life, can you say the same thing to me?

Jan 4, 2019

**F** Can I come over this afternoon to get the TV?

Fawn Fenton (mobile) • Jan 5 20 19

No, not until we are back in agreement again. If you plan to stab me in the back again, with more games, then you are not welcome on this property in any capacity without my express consent.

I still don't want lawyers, but if it comes down to hiring representation and going through the courts, or you screwing me on our agreed upon alimony, taking a much lower paying job to avoid taxes and force me to fight all over for alimony, as seems your current plan, then I need a court order preventing you from doing that.

I was trusting YOUR WORD to sign a legally binding alimony agreement, written without lawyers, but legally binding all the same.

You consented to that, after which I am willing to hold up my end of the bargain. Without that equitable security in my hand, anyone can see your scheme to screw me once again, you abandoned our home, I will not strengthen your legal position by doing likewise, moving out of state, and mooching off my family.

It is not my wish to litigate, but the alimony is worth far more to me than the proceeds from the sale of our home, so if litigation is required for you to be FAIR and pay me as promised, then we Should do that now while you still have your job at Adkisson.

You are ALWAYS looking for a way to screw me over!

Don't worry, I will commit my every free moment to finding the recording where you promised to sign an alimony agreement before I had you a POA to sell our home. Again, it is all these games you play and your constant lying, which continues to keep me from moving forward and drags this process out!

Jan 5, 2019

**F**

I am NEVER trying to screw you over. You are paranoid.

Fawn Fenton (mobile) • Jan 5 2019

**Then KEEP YOUR PROMISES!**

I have a plethora of audio and video footage proving beyond a shadow of a doubt, that you have repeatedly lied to me, the police, your attorney, and even Sandy for your own gain.

My doctors have been able to stabilize me on my meds now, and I've had TIME to accept your betrayal of our marriage vows along with your agenda, at ALL costs. A great deal of that I am powerless over, regardless of how unfair that is. Yet I do have certain legal rights to protect me and my livelihood against portions of your agenda, which I have every intention of exercising, whether that be through the court system or simply by working TOGETHER between US.

I'm not going to fall for the same tricks you used on me last time: your not going to be able to bait me, shock me, terrorize me, or anything else to derive an inappropriate answer or reaction from me (or a "rant" as you like to call it).

I've learned a lot by watching you, so I shall employ your own strategies of silence despite accusations, and being "too busy" to reply.

Silence does not mean that you are correct, silence means that I see no value in arguing with you.

There is nothing more to discuss. I will call Judy Monday morning and explain the situation to her.

If you sign a legally binding alimony agreement prior to either of us taking legal action or harassing the other further, I will begin packing in earnest, and hope to be out of here by the first week in March (I told you that I needed 3 months from the time I received back the non-suit papers, which you just finally emailed me right before Christmas).

As a result of your actions here, that clock has since stopped, and my attention will be diverted from packing toward legal research and self-preservation, as I know now that you enjoy providing ZERO warning before taking an action against me, so I must prepare for every plausible scenario.

You are breaking your promise, which this deal was contingent upon. Until such a time as your promise is kept, without legal involvement, my focus and herein stated intentions shall not change.

As I said before, it is your choice FIRST, whether or not to keep your promise and put your promises regarding alimony in writing, in a legally binding and enforceable format. Then it is my choice, depending upon what happens between now and then, as to whether or not you have done so in good faith, and whether or not I can TRUST you to act in BOTH of our best interests, without relying on the court system to ensure that I am not taken advantage of any further.

Please let me know what you decide. Until I hear otherwise, knowing you, I will assume the worst and continue to protect my interests, and you are NOT



allowed on this property in any capacity, since it no longer is your residence, and by abandoning me and our home, you have forfeited that right, for as long as I continue to reside here. It shall be considered criminal trespassing should you violate your request to terrorize me further.

In as much as you enjoy having your "safe place" at your apartment, which I have NEVER visited uninvited, I too want to enjoy my "safe place" without you EVER visiting uninvited. Especially with my anxiety disorder, you KNOW how critical this is for me!

Thank you.

Jan 5, 2019



What "promise" are you accusing me of breaking now? Did you see in your email where I forwarded you our original conversation on you moving out and selling the house?

F

Fawn Fenton (mobile) · Jan 5 2019

A side contract, not filed with the court, but is legally sound and actionable (if needed), defining your financial commitment to pay me TRANSITIONAL alimony, at the amounts and terms previously agreed.

That happens before I provide you with any POA, or grant you access to this property. (To which you told me recently, "just draw it up, and I will sign it.") I EXPECT that! Not before I pack, as I am already packing, but before I provide you with a POA or officially move out.

That is critical to me, PRIOR to turning this property over to you.

Don't worry, I'm more dedicated to packing now than ever before. I personally want NOTHING to do with you after I leave. Just your alimony as agreed, and nothing else! With the alimony, I will rebuild my own life. Not anything near as nice as the life that we shared, but the life that you have chosen for me, regretfully beyond my control.

But without legal assurance in writing that you will keep your promises regarding my alimony, and that you will maintain a job which enables you to continue to do so after Adkisson is over, I have nowhere to go, and no money to go there with!

You keep your promise, or you keep ME!

You are no friend, we will never be friends again. I can't trust you with the smallest detail.

I'm researching Body Cams tonight, to wear whenever I am in your presence.

If you prefer to hire a lawyer again, than keep your word, I'll invite the person who serves me in for a drink, but know that I will have a motion ready to file the very next day for you to pay my legal fees as, multiply promised.

Also know that I won't be interested in a "payday" anymore, but to repay all my creditors, so I can get some vocational training, work, and live without looking over my shoulder anymore!

**KNOWN A YEAR  
IN ADVANCE!**  
This was the **WHOLE** Problem!

In court I will also seek "transitional alimony", so you can't just decide to screw me more by taking a low paying job, because you have failed to make any tax smart choices to set yourself up for the future.

I've tried repeatedly to help you, even at my own significant expense, yet you have refused, without any discussion even. (Which tells me that you're planning to downsize your entire lifestyle, or some family money is waiting in the wings for you.)

Regardless, if this ends up back in the courts jurisdiction, because you refuse to play fair, I'm pretty confident that it will financially be to my long-term advantage.

It's your choice for now, and then mine!



Jan 6, 2019

What happened? Why did you suddenly decide I am trying to get out of paying your alimony? (Which isn't true, I have always intended to pay you as we discussed.) Your mood swings are so weird. I thought, based upon our emails, that we were not going to harrass each other with legal contracts. As I said, the terms of your alimony will be immortalized in the final divorce filing, which we will do after the house sells. I don't understand why you are suddenly freaking out for no reason.



Fawn Fenton | mobile | Jan 6, 20 | 9

You agreed to put it writing before I leave, now you are pretending you never agreed to that and refusing.

As long as you keep your promise and sign the document I draft detailing the terms which we've already informally agreed to, then there should be no change in plans.

If you deny me that security which you promised, then that changes everything.

Our "final divorce filing" might be AFTER you change jobs, and I don't trust you not to try to renegotiate or subsequently reduce my agreed upon alimony.

Hence, I need your assurance in writing, BEFORE I do you the favor of trusting you with the last bit of wealth that I have left in this World, after 2018's Cyclone Tootie!

We already talked through this and you gave your verbal consent. Now we just need to follow-through and DO it.

No lawyers or courts ever need to be involved, unless you default. But I'm not releasing this property without you doing what you promised and signing a side-contract assuring me of exactly what my alimony will be, along with the duration, and starting upon sale.

That was "the deal", that is still "the deal". If your intentions are as you claim, this should be of absolutely no concern to you. When you start breaking commitments and withdrawing my last bit of security, you send off alarm bells, especially after what you have put me through over this past year.

As I've said 20 times now, IF you do as promised, and provide me with legally tangible written security regarding my alimony (which we can draft, no attorney's need to be involved), then I will keep my end of the promise too.

End of discussion.

If you care to carry on further, then you are confirming my concerns that you plan to betray me again.

No more words need to be said. You just need to follow-through with your ACTIONS, then I will too.

As previously stated, in the meantime, I AM packing as quickly as I can, while fulfilling the rest of the responsibilities that I have in life, like caring for Tweetie's special needs in this season, etc...

Enough said!

Jan 6, 2019

So "are we good" to proceed, where I can keep focusing on packing and breaking down my office, or do I need to focus my time on another legal battle with you?

I can't do both, so I need to know. I won't break down my office until you assure me that we are on the same page still, working TOGETHER, rather than pursuing legal action again.

For now I'm operating in "good faith" that we are still transparently and honestly WORKING TOGETHER. As you know, I have plenty to pack, which is my main focus now, rather than fixing stuff with the \$300 in supplies I told you I got at Home Depot.

Rather than spending another \$50 at Porter Paints to try to get an exact match for our soffit color (we have 3 different formulas all saying they are for exterior paint), I will just use the newest, and if you can tell any color difference from the ground, you can just have your handyman touch it up after I'm gone.

However, regarding my office, it will primarily stay intact, until I have your assurance that we are STILL on the SAME TEAM, proceeding as previously planned (together), without further legal disputes between us.

Please confirm.

Your refusal to communicate would confirm the opposite again, which would result in me needing to divert from packing to prepare for another surprise attack from you legally.

Thanks.  
Jeff



Jan 7, 2019

I don't know wtf you're talking about, "legal battle". I am not wanting anything to do with lawyers, I can't afford any more, it's a waste of time and money. Regarding leaving a few cameras and wireless etc, I guess that's fine, I don't see why not.

F

Fawn Fenton (mobile) · Jan 8 2019

Ok, thanks. I just checked my two tiny CC's and I am BROKE! (One was accidentally \$8 over the limit... I ordered packing supplies on Amazon and accidentally charged one order to the wrong card...

I'm telling you, it is getting TIGHT over here!

I'm going to need to call my mom to borrow another grand before I can buy ANYTHING.

Between all the financial paper mess, all the divorce paper mess, all the evidence research and paper mess, and all the Social Security application and responses paper mess, my level of organization currently has never been worse. This has been an extremely overwhelming year!!!

If anything takes me off track, I'm going to crash and burn! (I just can't keep up, with all the change, and all the fighting, and all the responsibilities of taking care of myself and Tweetie, living on a budget that is \$500+ in the RED each month, plus how overwhelming undoing my precious work and packing is.

I'm barely hanging on... I think I might have one clean dish left, and the dryer has been full for 2 days.

I'm trying to get the outdoor stuff done because it finally quit raining for a couple of days.

Poor Tweetie is only seeing me at bed time and when I eat every 10-12 hours.

This is a LOT of work!

Try to be a little nicer to me please! I need as little stress as possible to stay on task. When I think I need to protect myself against you more, my World comes apart at the seams right now. It is more than I can take.

I'm sorry! I honestly don't know when I can trust you and when I can't anymore!

I'm so TIRED of not being enough...

Jan 8, 2019

**2019-01-11 OFFERING MS. FENTON REDUCED ALIMONY IF SHE IS INTERESTED IN KEEPING OUR HOME – ANY WAY I CAN HELP!**

**Jeff Fenton**

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**From:** Fawn Fenton <[REDACTED]>  
**Sent:** Friday, January 11, 2019 4:18 PM  
**To:** Jeff Fenton  
**Subject:** RE: You Keeping the House? If I Accept Less Alimony? Are you INTERESTED?

Ok, thank you for the info!

**From:** Jeff Fenton <Jeff@Meticulous.tech>  
**Sent:** Friday, January 11, 2019 3:25 PM  
**To:** Fawn Fenton <[REDACTED]> Fawn Fenton <fawn.fenton@live.com>  
**Subject:** Re: You Keeping the House? If I Accept Less Alimony? Are you INTERESTED?

If their internet appraisal comes in low and they balk at the \$450, tell them about the major improvements we've made, and that we can provide receipts/documentation for... their computer appraisal would know nothing about those. So they'll likely raise the value when you tell them that and maybe shoe them a few receipts.

Sent from my METICULOUS Android

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**From:** Jeff Fenton  
**Sent:** Friday, January 11, 2019 3:16:13 PM  
**To:** Fawn Fenton  
**Subject:** Re: You Keeping the House? If I Accept Less Alimony? Are you INTERESTED?

Damn phone...

Otherwise it will fuck up your income to debt ratio.

Maybe I'll work on taxes then.

Don't mention the tax thing to any lenders until after you find out what they can offer, tell them specifically that you are wanting to do it for "debt consolidation" to pay off your credit cards, which will help your income to debt ratio a lot.

Another consideration, second mortgages don't require a full doc loan. They often will just do an internet appraisal like on zillow. So tell them the value of the house is \$450, that will help you qualify for more.

Also, Cole let us refi the second without our taxes current, with just your W-2 statements, so at the end of talking with each lender, ask if that is possible with them.

2nds will rarely pay for an appraiser to set foot on the property, so they are more flexible on the values as long as YOU look solid.

Many charge NO closing costs, or extremely low closing costs!

Just thoughts for you...

Jeff

1

Sent from my METICULOUS Android

**From:** Jeff Fenton  
**Sent:** Friday, January 11, 2019 3:04:38 PM  
**To:** Fawn Fenton  
**Subject:** RE: You Keeping the House? If I Accept Less Alimony? Are you INTERESTED?

Contact MIT credit union, I remember seeing something about amortized second mortgages from them.  
Don't mention to any lender the alimony or possible third mortgage, keep that between us for now. Otherwise it will fuvk

Sent from my METICULOUS Android

**From:** Fawn Fenton <[REDACTED]>  
**Sent:** Friday, January 11, 2019 3:00:07 PM  
**To:** Jeff Fenton  
**Subject:** RE: You Keeping the House? If I Accept Less Alimony? Are you INTERESTED?

Let me work on this some more. I'll call BCS and maybe a couple other banks to find out about what the terms would be to re-fi the second only.  
I'll try to get back to you next week some time.  
(Meanwhile, keep packing! Or if you need a packing break, work on taxes. Hehehehe.)

**From:** Jeff Fenton <Jeff@Meticulous.tech>  
**Sent:** Friday, January 11, 2019 3:39 AM  
**To:** Fawn Fenton <fawn@[REDACTED]outlook.com>  
**Subject:** RE: You Keeping the House? If I Accept Less Alimony? Are you INTERESTED?

This makes me HAPPY!

Here is what I recommend:

Leave the first mortgage alone, it's not worth the higher interest rates or the additional term to refinance it. (You want to retire someday!)

Refinance your second, either with AI, as he suggested before, or a different lender (with AI you can probably get more money at more favorable terms, but have him register it as a legal second mortgage, so that you can write off the interest as mortgage interest on your taxes, if he is ok with that.)

Set it up as a 30 year amortized second mortgage (if possible), you can always pay it ahead later if you have the cash flow, to shorten it.

Refinance the second for as much as you can get, and you can apply everything over the amount of your existing second, to your credit cards. If you do this, and don't change your first, (since I believe this is best for you long term), you can skip paying me anything for my equity up front, until the undetermined end when you sell the house, or after the mortgages are both paid off, you could make installments (whatever you can afford) until a set amount is reached (if I die first, or at anytime, then you owe me nothing for alimony or equity, just make sure that I didn't die owing my mom any money...) which might be \$5k or less. Square that up, and I'm a happy dead person! Nothing more owed!

Or you could just add two more years to my alimony, making it eight years at the \$1,750 per month and I'll leave it here as it sits, minus my guns, computers, personal effects, and tools... you can keep all the furniture you want except my bed and Tweetie stuff.

I'll sign a quit claim either way.

If that still won't cash flow for you, I'd rather that you pay me less each month in alimony than refi the first (like \$1,600 or \$1,500 per month), but compensate me for the difference by increasing the duration, so that I receive the same amount in the end. (No interest necessary.)

If you still really want to refi the first, I'll work with you any way you want. Whatever makes it work for you, but I really prefer that you leave the first alone.

If you can figure out how (technically), along with the tax implications for both of us, and makeup the difference to me (if I am taxed at a higher rate than with alimony), then you could call the alimony a third mortgage, if that helped you write-off more from your taxes. (As long as in the end I am compensated the same, I don't care what we call it or how we structure it.) If you are ever questioned, you could just say that you are repaying me for my cash and labor in our home, instead of calling it alimony or spousal support.

Since I will remain in a lower tax bracket regardless... this might actually benefit us both tax wise. If I'm required to pay income taxes on "alimony" (which I don't know, it seems like double taxation if they tax you on it first) but not required to declare the principal portion of a loan being repaid, and if I only must declare "interest" as income for tax purposes. (You'd need to figure all that out, or ask AI, he may know.)

You could work backwards to figure everything out: so say that you are paying me \$1,750 for 8 years... 6 for my alimony, the final two for my equity as it sits, then the total amount of those payments is: \$168,000. (You don't need to really pay me any interest for this scenario, I only use the term to express the portion which you could payoff.)

So working backwards with an amortization calculator, figure at 15% interest for the best tax write-off for you, plus third mortgages typically are much higher risk and higher interest rates (few if any banks do them anymore, but I had one years ago.)

So using a reverse loan calculator (I'll email a link from my computer, I'm on my phone), if I'm doing this correctly, with a monthly payment of \$1,750, at an interest rate of 15%, for a term of 8 years, with no deposit: that backs out to a principal loan amount of \$97,518.00. Which means that the remainder of the \$168,000 = \$70,482 you could declare as mortgage interest over the 8 years, either amortized (which would have you paying more interest in the beginning and less at the end, which would work well on my end probably. because I plan to make less (if anything) in the beginning, and hopefully more towards the end).

You could also pay it as simple interest if you prefer, which would be an additional \$8,810.25 per year in interest which you could write-off your income for each of the eight years.

Now lets say that you can only afford payments of \$1,500 per month, to cashflow (keep your first, refi second. Turn alimony into third.)

So \$168,000 divided by \$1,500 per month, equals a term of 112 months which is 9.3333 years (instead of 96 months, which was 8 years before).

So using the reverse loan calculator (this is a rough number, because this particular calculator only accepts whole years, so it won't accept 9.3333 years, it will only accept 9 or 10, so I used 9. So there would need to be a tiny adjustment to this, but it should give us a good idea.

Monthly Payment: \$1,500

Interest Rate: 15%

Term of Loan: 9 years

Deposit: \$0

Loan Amount: \$88,629.76

\$168,000 Total - \$88,629.76 Principal = \$79,370.24 in Interest, which could again be amortized, or simple interest at \$8,819 per year in additional mortgage interest which you could write-off on your taxes, for 9 years.

That way you'd owe me nothing up front, and nothing at the end.

That idea might workout pretty well for you, but you'd need to do the research and make sure that you can still write-off third mortgage interest, and the tax implications for both of us. That sounds like a good idea to me though! Run it by your dad or Al.

If you don't like any of these options, the answer is YES to all your questions below. I'll work with you on this any way which allows me to survive, while helping you keep this home.

I just ask that you please be fair with me and help me to get approximately the same amount in the end. No interest necessary.

Don't be afraid to propose anything, which would really help this make sense for you! I by FAR prefer this than us selling the place, dealing with all the time, risk, lost value, and killing you with taxes for the next decade!

I want you to be HAPPY and be REWARDED for making lots of money! Not just rewarding Uncle Sam!

I told Todd that any time Uncle Sam is getting paid more than ME, that somewhere money is being thrown directly into the trash!

There are very few things which I'll say "NO" to about this, so please figure out what you need to make this work! (Not just in the short term by refinancing your first at higher rates for a longer term, but which will BENEFIT YOU the most in the LONG term!)

Remember, you can always temporarily get a roommate to help close any temporary financial gaps, or simply to get ahead quicker!

And your pony gets to live in a GARAGE again!!!

Please let me know as soon as you decide, so I don't remove anything that you might want to keep, like the alarm, safe, or dehumidifier, etc... It is all included at that price, if you want them, while they are still here and installed.

That would change how I leave the network too, because I would leave you a much more bad ass setup!

It would sure make my packing a LOT easier!!!

I hope you can find a way to say YES! I know in my heart that you can, and everything will work out so much more prosperously for you in the end!

Of course I can't force you, or we would have gotten past this months ago, but I REALLY WANT THIS FOR YOU!!!

I don't want to feel like the guy who fucked-up your life! Especially when I KNOW that with the right choices you can still PROSPER!!!



The reality is, like it or not, you simply make too much money not to have some tax write-offs, and not enough money to dig yourself out for a long time, once this opportunity passes!

This house started as YOUR DREAM! LET IT END THAT WAY TOO!!! FOR YOU AND PUP PUP, AND ALL YOUR FUTURE GUESTS!

I told Rito yesterday, that your mom used to complain all the time, but now when she visits, she must sleep on your couch, between two bunny cages which smell like piss!

I told him that as much as your mom deserves that, it just breaks my heart for YOU!!!

I know how important it is to you to be ABLE to comfortably host your family!

PLUS pup pup is tired of that damn apartment living!!!

Anything I can do to help make this a reality for you, please at least ask!

 Jeff

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







**2019-01-21 WIFE EXPLAINS HEALTH PROBLEMS ARE A RESULT OF HER EXTREME CASE OF MENOPAUSE (WHICH HAS LASTED OVER 7-YEARS). HORMONE THERAPY HAS BEEN INTERFERING WITH HER NARCOLEPSY MEDICATION (XYREM) CAUSING HER SLEEPLESS NIGHTS AND CONSTANT HEAVY NIGHT-SWEATS (NARCOLEPSY WAS WELL MANAGED FOR A DECADE PRIOR)**

**2019-01-21 Fawn - Night Sweats and Narcolepsy Meds Problem (Only Sleeping 1-Hour at a Time)**

**Jeff Fenton**

**From:** Fawn Fenton <[REDACTED]>  
**Sent:** Monday, January 21, 2019 2:48 PM  
**To:** Jeff Fenton  
**Subject:** RE: Taking up a collection for one of our neighbors!

The Lusky's are the couple that live at the far end of Sunnyside Court (Robert's street), they have the two dogs, Mikey (fluffy brown/beige) and Scout (larger black short-hair); they've lived in Sunnyside forever, since their house was built in the 70s.

My fawn@fentonmail email is still on the mailing list for the Sunnyside NextDoor app, but I don't always look at the posts very often, and I had not seen that one about the wreck. I sure hope Mrs. Lusky recovers ok.

I stayed home from work today. I am not sure if I am borderline getting a cold, or maybe I'm just f'd up because of lack of sleep. I have figured out that the Xyrem is directly causing the night sweats now – the larger the dose, the worse I sweat, and even a large dose won't keep me asleep for more than about 1 hour. I called my sleep doctor, and he said there isn't much else we can do, since xyrem is the only medicine available for narcolepsy. I can cut back or stop taking the xyrem in order to not have the night sweats, but then my sleep doesn't make me feel rested. I've been experimenting with low doses of xyrem.... So far it looks like if I take 1.0 grams or less, I won't sweat. (One normal dose is 4.5 grams; 2 per night = 9.0 grams is my normal prescription.) Maybe I'll try taking 1.0g every hour or so through the night, or whenever I wake up all night.... Ugh.

Looking forward to talking to Terry tomorrow. (Sure you can bring the bag of grass seed, thanks!) See you then.

**From:** Jeff Fenton <Jeff@Meticulous.tech>  
**Sent:** Monday, January 21, 2019 1:10 PM  
**To:** Fawn Fenton <[REDACTED]>  
**Subject:** Re: Taking up a collection for one of our neighbors!

Sure.

Flipped 3 times! That's crazy!

Like I said, when I turned onto Sunny Side, tiny pieces of glass couldn't be avoided. It was clear that a wreck was there, but I had no idea it was so dramatic.

I don't think I know who she is, but that is certainly unfortunate.

I noticed the glass in the early afternoon too, which is a strange time to be drunk.

You're welcome. I didn't know if you were still on the mailing list or not.

Are the roads fine? Is it "safe" to get ice cream?

Are you all set for our appointment with Terry tomorrow morning? Do you have his Maryland Farms Address? Give yourself an extra minute or two, I had to circle the block the first time I went there, because the entrance to the building is on the side, but the name of the building is on the front.

**2019-01-21 Fawn - Night Sweats and Narcolepsy Meds Problem (Only Seeping 1-Hour at a Time)**

If you have any trouble, remember you can text me, and I'll text you right back. If you call this number though, it won't ring through; however, if you leave a voicemail with Google Voice, it will immediately transcribe it and send it to me.

Do you want me to bring a bag of grass seed and spreader with me, or do you want to wait until spring?

Remember, feel free to bring Terry a list of questions about me to make the most of this opportunity. I told him to disclose ANYTHING to you, and I've never had a psychotherapist who has understood me better than him. If you feel it would be beneficial to schedule another appointment next week, then just speak up and let us know, and we'll do it.

Thanks!

I hope that today is kind to you, and that you can rest well tonight.

JEFF

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

**2019-01-23 MS. FENTON EXPLAINS HOW MY DISABILITY PREVENTS ME FROM MOVING FORWARD AND ACCOMPLISHING GOALS**

**Jeff Fenton**

**From:** (615) 333-7377 <16158371301.16153337377.km4F34MBb9@txt.voice.google.com>  
**Sent:** Wednesday, January 23, 2019 4:14 PM  
**To:** 837.1301@gmail.com  
**Subject:** New text message from (615) 333-7377



Hello, I pray for some peace for you today. (Regarding your text right above, I used to always think of you like you were riding a stationary exercise bicycle; peddling furiously, working so hard, but going nowhere. Sorry, not that that helps.) Anyway, my cold is much much worse today. At least I have donuts, those sure are good and cheer me up. 🍩🍩🍩🍩🍩🍩

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**Google**

Google LLC  
1600 Amphitheatre Pkwy  
Mountain View CA 94043 USA

**2019-04-15 NOTIFY MS. FENTON ABOUT MY ROOMMATES  
ENABLING ME TO ASSUME FINANCIAL RESPONSIBILITY  
FOR MORE HOUSEHOLD EXPENSES**

**SHE ACTS LIKE EVERYTHING IS NORMAL, NO MENTION OF  
FINANCIAL FAILURE, MORTGAGE DEFAULT, OR BANKRUPTCY**

**Jeff Fenton**

**From:** Fawn Fenton <fawn.tiffany@outlook.com>  
**Sent:** Monday, April 15, 2019 3:17 PM  
**To:** Jeff Fenton  
**Subject:** RE: Roommate, Lawyer Fees, and your Monthly \$500 Support

Thanks for letting me know what's going on with you.  
And thanks very much for getting the 2015 taxes done. I really appreciate that.  
=)

**From:** Jeff Fenton <Jeff@Meticulous.tech>  
**Sent:** Monday, April 15, 2019 1:57 PM  
**To:** Fawn Fenton <[REDACTED]> <[REDACTED]> Fawn Fenton <fawn.fenton@live.com>  
**Subject:** Roommate, Lawyer Fees, and your Monthly \$500 Support  
**Importance:** High

Hello Fawn,

I'm glad we got the taxes done yesterday! That is a relief! Needless to say, the past week has been a week of hell for me, trying to pull together all the loose ends at the last moment. I still would like to get you the docs for 2017 as soon as I can, and at some point work on the 2016, but I expect that to be the worst year yet, and I'm unsure to tell you the truth, how to approach it.

If you find out that we don't owe for 2017, then I will feel better about 2016, but I'm not very confident about either, which is why I've been recommending that we leave the money on deposit with the IRS. I've been in a jam with them before, so I know that if my gut is right about 2016 or 2017, we'll be glad to played it safe, instead of paying them interest for those years PLUS needing for YOU to pull thousands of dollars out of thin air.

Speaking of thousands of dollars, I just want to say, that I believe that not only how you filed our 2018 taxes was illegal, but also how you unilaterally decided to divide the return, I believe was also illegal. I don't believe that it matters what date you moved out. As long as we are legally married, and have not yet gotten legally divorced, I believe that absent a fully executed settlement which says otherwise, that I am legally entitled to HALF of ALL tax refunds, as LONG as you are CLAIMING ME AS A DEPENDANT. IF we FILE JOINTLY, then the refund is ALSO JOINT. Please feel free to call the IRS and inquire about that, but that is my understanding about the law. As I mentioned, I had to pay my ex 50%, for a year in which we were legally separated, lived at separate residences the ENTIRE TIME, but where I still filed jointly, without her having ANY income that year. I believe that if we are even legally divorced, but we are filing JOINTLY for a year when we were still married, living together or not, that we are EACH entitled to 50% of the refund.

Honestly, as with everything that you've done over the past year, what upsets me the MOST, is not the amount of money, but you PLAYING GOD, or treating me like your RETARDED CHILD, and making DECISIONS UNILATERALLY. That is what has been the most BULLYING experience of them all, since you waged your divorce war on me. Until we are legally divorced, you don't have the legal authority to make ANY decisions which involve both of us, UNILATERALLY, any more than I do, or that you want ME to start making UNILATERAL DECISIONS which affect YOUR LIFE.

Anyhow, what you paid me was wrong, and I believe illegal, but I've been so busy lately, that I didn't have time to fight with you about it.

You may have noticed that you haven't heard from me much lately, and enjoyed the reprieve, but that is because I have been so busy with so many different things. I've been working with an attorney (which needless to say, is costing me



thousands of dollars) to figure out how to deal with all the challenges which currently face me, prioritized by urgency. First the \$34k BCS default judgment, which goes to trial next week. How to obtain my vocational training, whether there are state programs which may help fund that, or how to obtain those funds. Dealing with my other debtors, and whether I need to file BK, or how he advises that I deal with that. What to do about the house, whether to possibly put it in a trust, or some way which will help protect it rather than force the sale, when we get divorced. (If the sale is forced, at this point, the proceeds will no longer be split 50/50, since the default judgment to BCS will be required to be paid, and since neither of us will be able to walk with any cash, due to our creditors (which was my whole incentive for the 50/50 split), we are going to need to have our depts split proportionately, or however the court determines is fair (this is not a threat, but some of my debts, which were all marital (I owed nothing on CC when we moved to SS) will be assigned to you, unless the attorney helps me negotiate my debts down or helps me file bankruptcy, which is all under consideration, but will take a while to figure out, or we reach a fully executed settlement which states otherwise. Anyhow, my objective with this attorney, is not to face ONE of my challenges currently, but to help me come out the other side, FREE and CLEAR, with GAINFUL EMPLOYMENT, and becoming completely financially SELF-SUFFICIENT as quickly as possible! I expect that he will help with the divorce last, because of all the other urgent matters currently, and with our divorce, whether that be through mediation, arbitration, or a trial. We've spoken a little about that, but not extensively yet, since I have so much on my plate, and I've bombed him with so much information. He is a really kind, fair guy, and I've made it clear to him that I'm not looking to "milk" you or get "all that I legally can", but rather I just need a "fair" settlement so that I can survive this storm, hopefully without losing our home. But like I said, there is a lot on the table ahead of that. I just want you to understand where my time and money is going, why I still don't believe that I'll be able to obtain a job immediately, to deal with all these other major factors.

So my life has been FRANTIC lately.

Also, I've obtained a roommate who has a lease, and is helping me out with some of the bills. So thank God for that! The big bedroom didn't rent for NEAR what you thought it would, probably because my life is in chaos currently, but also I don't think the market would bear anything near a grand for renting a bedroom. I played around with the number a little on the app which I advertised it on, and when the numbers were higher, I didn't get any response at all. Anyhow, my roommate is a cool dude, and we've been getting along well for a few weeks now. At least he is slowing down my negative cash flow a little bit, through the attorney is forcing me to borrow more and more to help me through all these challenges. Needless to say, this divorce, and the timing of it, left me totally screwed in a number of ways.

The attorney also mentioned a totally different TYPE of divorce, which I never heard of before, which could keep the court out of the decision making process, I believe, but I forget the name of it. I had never heard of it before. Anyhow, I don't want you to worry about that, or to force matters more quickly, without him being able to guide us through the smartest options for US BOTH, like I said, his primary goal is to deal with my creditors, help me obtain the vocational training that I need (he mentioned a couple of programs offered by the state), he mentioned a four year bachelors degree, but I told him that I'm really only interested in programs that are 6 months to a year, and at the most, as associates which takes two years, but the shorter the better. I'm just too old for a bachelors to make sense. He understands completely and agrees.

As I said, I've made it clear to him, that despite all the bullshit between us the past two years, that you are still the person with whom I love the most in the World, and that my goal is to become completely independent, making \$25-\$30+ per hour again, to where I can have a lifestyle comparable to what I had at the duplex before we met. He understands that I mean you no harm, and that if you are willing to keep the financing for our home in your name, then I'm willing to keep you on the deed with me, and he said that if we setup a trust, all that can be spelled out in the trust, as well as the consequences if I fail to make payments. Again, we've only touched upon this, I'm trying to get him to work with me on the side a little bit, at a discounted rate which hopefully I can afford, so I don't expect that I'm going to get a lot of his attention, all at one time.

Like I said, I sent him a information BOMB two nights ago, which I'm sure will take him a little time to work his way through, which further added to the stress of me getting the taxes done.

I still need to scan the taxes, and get my butt to the post office. I recently woke up... and I just want to touch base with you and let you know what is going on, since you refuse to ever speak with me.

The bottom line is, I need for you to please continue to send me the \$500 per month toward my consumables, for as far as I can see currently. Of course, as soon as I'm able to survive without those funds, it is my hope to discontinue that. My attorney thinks that it is my best interest currently to focus my time on these other matters, especially on researching education, talking to Nashville Software School, applying for a boot camp, if that feels right, try to apply for some scholarships, since it will cost \$12k plus, etc.... He seems to think this will help me become independent much quicker, than a \$13 per hour job stocking groceries at Kroger. Maybe that will change, but that is where things stand now.

My attorney believes that I'm entitled to more than the \$500, but I'm not interested in going down that road right now, as long as you will agree to keep paying me the \$500 per month, so that I can survive and work on these other initiatives to better myself.

So, I just deposited the last \$250 check that you sent me, if you can please mail me a few more, I would appreciate it. I expect that things will remain as they are for at least a month.

Whatever you do, please don't default on any of your debts, including the house, because the attorney told me that our house is "safe" from BCS regarding the \$34k judgment (since I was concerned), no judge will FORCE the sale to satisfy solely one of MY creditors, since it is owned by us BOTH. However, if we both defaulted upon our debts, then a Judge could force the sale, like they did my duplex, possibly at auction prices, just to payoff the creditors with judgments, without any of our other creditors getting paid, except for what little is left over. In such an event, we'd lose everything, plus you would be legally required to provide me with other living arrangements, for at least the near future, as I try to obtain the vocational training I need plus find a decent paying job which will sustain me. In such a circumstance, we would both still owe a fortune. So that is definitely NOT the route that we want to go.

Don't panic, I'm not out to "get" you, or to "get everything I can", but I do need to protect my interests, since so far I have been bullied a lot, since you refuse to communicate with me, and since every creditor and their brother are pursuing me, and somehow obtaining judgments without me even being in court. So between that and my potential BK (I still PREFER to get free of MY debts, before a divorce, if that my attorney agrees that is the best course of action), that way I can negotiate with you for the house, without \$100k of debt in my name to ALSO be negotiated over.

I ultimately want what is legally FAIR, and what will help US BOTH get to where we want to be in life, without EITHER of us simply becoming homeless, with their lives in the shitter. I've made clear to my attorney your concerns about taxes, and that is another thing which we plan to look at together.

Anyhow, between cleaning out the main floor and both spare bedrooms (I carried everything into the garage at first, and had to park in the driveway), modifying my lease for this property, finding a good roommate, giving my attorney the FULL PICTURE, along with supporting documentation in a way which I HOPE was not too overwhelming, and dealing with our taxes... which I must GO right now to mail... there is more that I DON'T KNOW, than that I DO KNOW. But I have a good feeling about this guy, he seems to really want to help me. I have not bequeathed him our home or anything like that. But that is costing me a few grand at the moment, though not nearly as much as your attorney charged, while not accomplishing anything. My attorney knows, that I don't want him to help me with just ONE of these challenges, but to come out the other side of ALL of these challenges. He also knows that I'm not asking him to litigate against all of them, but simply to advise me which are WORTH litigating against, and which are not, along with what order to handle them, so that I can come out the other side and rebuild my life. I've honestly gone as FAR AS I CAN ON MY OWN KNOWLEDGE! Things are too complicated now, for me to be able to proceed on my own, without concern for hurting myself further in the near future.

I've also told my attorney, that I'm willing to do as much of the LEG WORK as possible, in all of this, as long as he advises me and oversees what I do. He seems to have a really broad knowledge of the law, practices in both criminal and civil

courts, and has so far even caught a few things which Judy Wells told me, which were not legally correct. So I'm impressed.

So this email is just to give you a head's up about my roommate and to request that you please continue sending me the \$500 per month, until I tell you otherwise. It is also to explain to you why I can't just run and get a bottom feeding job yet, but I'm not sure what my attorney will recommend in the future. I've told him that I want all future calculations, if we can negotiate a way for me to keep our house, based upon the assumption that I will work my ass off, with a job paying \$25 - \$30+ per hour, plus the expectation that I will have at least one roommate until I DIE.

I believe that is realistically possible, but time will tell.

Thanks for working with me yesterday to file our taxes. I need to move my ass now to mail them.

Tell my puppy HI for me.... I've also told him that you RARELY if ever let me visit my puppy... I'm not sure if he will get involved with that, we haven't had a chance to talk about things that minor yet, but I'm hoping that you will either start sharing better, or that the law can compel you to share better. I'm willing to reciprocate by sharing Tweetie. But these unilateral decisions, which infringe upon the legal rights of the other, MUST stop. You MUST start treating me like an adult, or you will be held legally accountable.

Have a good day! (FYI... I did not proof-read... if I missaid anything, because I NEED TO GO FILE TAXES!)

**JEFF FENTON**

**METICULOUS.TECH**

(615) 837-1300 OFFICE

(615) 837-1301 MOBILE

(615) 837-1302 FAX

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### **CUT TO THE CHASE!!!**

**THE REAL REASONS FOR WIFE'S BANKRUPTCY FRAUD, WHY OUR MARITAL RESIDENCE WAS NEVER SOLD AS PLANNED IN OUR "VERBAL SETTLEMENT AGREEMENT" (AFTER OUR MUTUAL NON-SUITS), THE REAL MOTIVES BEHIND THE FRAUDULENTLY OBTAINED "ORDER OF PROTECTION", AS WELL AS THE TRUTH ABOUT WIFE'S HEALTH AND CLAIMS ABOUT "EMOTIONAL ABUSE".**

649

650 **These are the "GOTCHA MOMENTS", the MILESTONES which scream the**  
651 **TRUTH to any unbiased party, AFTER they realize the Complexity, Depth, Strategy, and**  
652 **Deviousness of the TRUTH! As well as how many parties participated to PULL THIS OFF!**

653 I believe that this SCAM would literally be IMPOSSIBLE (at the 100% success rate  
654 experienced) without at LEAST the following:

- 655 • One Chapter-13 Bankruptcy Trustee, who was at least "negligent".
- 656 • One CORRUPT(able) Bankruptcy Attorney.
- 657 • One CORRUPT(able) Divorce Attorney.
- 658 • One CORRUPT(able) Williamson County Chancery Court Judge (who  
659 would at the very least, "turn his head" to allow them to "get away with it")!

660 This is where FICTION becomes more BELIEVABLE than the TRUTH (which they  
661 intentionally exploited)! So "DUE DILLIGENCE" in this case requires LISTENING to the  
662 AUDIO from the 8/29/2019 HEARING, at the OLD Williamson County Chancery  
663 Courthouse in Franklin, Tennessee, while "FACT CHECKING" every word spoken by  
664 Judge Michael W. Binkley and Attorney Virginia Lee Story.

665 PLEASE "FACT CHECK" the testimony and dialog from Binkley/Story dialog from  
666 the testimony of AUDIO RECORDING from 8/29 with the following documentation ON  
667 COURT RECORD:

668 TRANSCRIPTS OF EVIDENCE and subsequent COURT ORDER from the  
669 8/1/2019 hearing within that SAME COURT from the 8/1/with the (With the transcripts  
670 and subsequent Court Order from that same Court – BEFORE I COULD NO LONGER  
671 AFFORD COUNSEL!) It is only a quick 30-minute recording. To do any LESS while  
672 disregarding this EVIDENCE (again), is to be an ACCESSORY TO THEIR STATE AND  
673 FEDERAL CRIMES, and an ABOMINATION TO JUSTICE!

674

**WIFE'S SECRET CONTESTED DIVORCE #2 (DOCKET #48419B)**  
**"TOTAL ANNIHILATION" WITH DIVORCE ATTORNEY VIRGINIA LEE STORY (#11700),**  
**DIVORCE ATTORNEY KATHRYN L. YARBROUGH (#32789), BANKRUPTCY ATTORNEY MARY**  
**BETH AUSBROOKS (#018097), BANKRUPTCY ATTORNEY ALEX KOVAL (#029541)**  
**TIMED AND COORDINATED WITH MS. FENTON'S BANKRUPTCY CASE: 3:19-BK-02693**  
**(FILED CHAPTER-13, CONVERTED TO CHAPTER-7 ON 12/6/19 WITH ADKISSON RETIREMENT)**

**SOLE PURPOSE OF "ORDER OF PROTECTION" APPLIED FOR**  
**UNDER FALSE TESTIMONY WITH "FRIENDLY" JUDGE FOR TEXTS!**

*The Ancient Paths*

Parents are responsible for the protection of their children. Unborn and small children are unable and not equipped to defend themselves against the schemes of the devil. As a result, God appointed agents to protect them and care for them. Again these agents are called parents. One day some years ago, the Lord opened up to me what I have since come to refer to as the **STRONG MAN PRINCIPLE**.

*"Or how can anyone enter the strong man's house and carry off his property unless he first binds the strong man? And then he will plunder his house." (Matthew 12:29)*

In this passage, Jesus is explaining how to expel demonic spirits. He says that there are different ranking spirits with which to deal. If you want to be rid of all the lower ranking spirits, you must first find their "chief," bind him, and then you can eliminate the others. The "chief" is called the strong man.

As I was studying this passage, one day the Lord spoke to me that the principle works exactly the same when the kingdom of darkness is attempting to invade your house. In the Greek language, the word translated "house" is the word "OIKOS." This word in this context is not referring to the physical dwelling place, but rather to the family. OIKOS literally means: "the descendants thereof."

So when the enemy (the devil and demonic spirits) comes to plunder your house (OIKOS), he is

*God's Blessing Through Cultural Traditions*

after your family. His purpose is to devastate and destroy your marriage, children, and grandchildren. In order to do so, he must first bind the strong man. Who is the strong man of your house? The husband is the strong man to the wife, and both parents are strongmen to the children. Thus, in the areas of life in which the enemy can bind the parents, he has access to the children.

**2019-08-01 Fenton v Fenton - Trial Transcript by Susan Murillo**

TR.v4 (526) & TE-1 (3)

3. . . . . MS. STORY: Your Honor, with your  
4. permission what we would like to do is leave the  
5. ex parte order of protection in place.

6. THE COURT: All right.

7. MS. STORY: That has given relief to  
8. these parties not being able to contact each  
9. other.

10. THE COURT: Okay.

11. MS. STORY: And put as part of that,  
12. that she does not contact him, he does not contact  
13. her, which the ex parte already has him restrained  
14. and enjoined from any contact whatsoever.

15. THE COURT: All right.

16. MS. STORY: Because what we don't  
17. want to do is have something go down on his  
18. record that's going to affect his employability,  
19. because he needs to get a job ASAP, so as long as

20. we have the protection, the order of protection  
21. under the ex parte, we are good with that.

22. THE COURT: Okay.

23. MR. DUKE: Thank you, your Honor.

TR.v4 (527) & TE-1 (4)

18. . . . . Mr. Fenton and Mrs. Fenton had  
19. agreed last year that they would do that. She  
20. then dropped the divorce. They were going to try  
21. to get it on the market. The problem with the  
22. private realtor is that Mr. Fenton posts these

THE "ORDER OF PROTECTION" WAS NEVER A CONCERN, IT WAS A TOOL. THE ONLY REAL CONCERN WAS EVICTING ME AND SELLING MY HOME!



23· ·kind of documents that are -- this is the do not  
24· ·enter my property, and I'll hand you a copy of  
25· ·that.

**TR.v4 (528) & TE-1 (5)**

·9· . . . . . In 2018, when they made this  
10· ·agreement, if she dropped the divorce he would  
11· ·agree to put the house on the market. It never  
12· ·got on the market. It was he's got to fix this,  
13· ·he's got to fix that. It was one excuse after  
14· ·another, and here we are sitting a year later,  
15· ·and now my client had to file bankruptcy.  
16· ·She is paying the second mortgage on  
17· ·the house. She's paying \$48,000 in credit card  
18· ·debt, and this credit card debt is in her name,  
19· ·but the genesis of those cards, I have a history  
20· ·of the cards where Mr. Fenton would transfer  
21· ·balances from his credit cards to a credit card in  
22· ·her name, and then she became in a horrible  
23· ·financial situation.

**MS. FENTON WANTED TO SELL OUR HOME OUTSIDE THE COURT SO THAT SHE WOULDN'T BE REQUIRED TO PAY "HER SHARE" OF THE \$90k OF REAL MARITAL DEBT IN MY NAME! WHILE SHE PLAYED HER BANKRUPTCY FRAUD GAME TO FORCE ME OUT OF MY HOME AND PREVENT ME FROM COLLECTING ALIMONY! SINCE SHE KNEW A YEAR IN ADVANCE WHEN HER BOSS WAS PLANNING TO RETIRE!**

**THE SIGNS WERE NEVER A PROBLEM! (REMEMBER: despite Ms. Story's awful "NARRATIVE", Ms. FENTON DESIGNED THE SIGNS AT WORK HERSELF ON CAD!**

**IF THE HOUSE WAS ON THE MARKET, THE SIGNS WOULD HAVE BEEN REMOVED FIRST, AND THE FLOOR WOULD EVEN BE SWEEPED AND MOPPED! I'VE SOLD PLENTY OF HOMES BEFORE! How INSULTING!**

**MS. FENTON REPEATEDLY REFUSED TO SIGN ANY LITTLE PIECE OF PAPER WHICH PROMISED ME THE \$1,750 PER MONTH IN ALIMONY, FOR THE DURATION OF 6-YEARS WHICH SHE REPEATEDLY VERBALLY PROMISED AND OUR AGREEMENT WAS CONTINGENT UPON! I NEVER OFFERED TO RENDER MYSELF HOMELESS! MS. FENTON LIED, SHE CHEATED, AND THEN SHE STOLE, WHILE MS. STORY HELD HER HAND AND GUIDED HER THROUGH MULTIPLE LAYERS OF FRAUD!**

**SEE THE PAGES BELOW FOR SOME TRUTH!**

**2019-08-05 Email Asking Marty WHEN I can File my DIVORCE ANSWER  
AND COUNTER COMPLAINT FOR DIVORCE**

**From:** Charles M. Duke <[marty@mdukelaw.com](mailto:marty@mdukelaw.com)>  
**Sent:** Monday, August 5, 2019 5:39 PM  
**To:** Jeff Fenton <[Jeff@Meticulous.tech](mailto:Jeff@Meticulous.tech)>  
**Cc:** Mitchell Miller <[mitchell@schafferlawfirmtn.com](mailto:mitchell@schafferlawfirmtn.com)>  
**Subject:** RE: Fenton v. Fenton

Jeff:

There is no definite date certain by which I agreed with Ms. Story to file an Answer & Counter-Complaint. However, until there is an Order entered relieving us as counsel in this matter, you should not file anything pro se.

Thanks. have a good evening.  
Marty

**From:** Jeff Fenton [<mailto:Jeff@Meticulous.tech>]  
**Sent:** Monday, August 05, 2019 5:36 PM  
**To:** Charles M. Duke  
**Cc:** Mitchell Miller  
**Subject:** RE: Fenton v. Fenton

Thanks Marty.

Can you simply inform me of any critical dates which I need to self-represent by, as I can not afford further representation:

For example, when did you get the ANSWER & COUNTER COMPLAINT extended to?

Any other time critical dates would be greatly appreciated.

Thanks.

**JEFF FENTON**  
**METICULOUS.TECH**

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(615) 837-1302 FAX

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**2019-08-06 Email Asking Marty (AGAIN) about HOW and WHEN I CAN FILE an ANSWER AND COUNTERCOMPLAINT FOR DIVORCE**

**Jeff Fenton**

---

**From:** Charles M. Duke <marty@mdukelaw.com>  
**Sent:** Tuesday, August 6, 2019 5:14 PM  
**To:** Jeff Fenton  
**Cc:** Mitchell Miller (mitchell@schafferlawfirmtn.com)  
**Subject:** RE: Fenton v. Fenton

Jeff:

I will clarify all this with Ms. Story as far as how she would like for communication to flow while we await the 29<sup>th</sup>. I will advise what I hear in response. In the interim, Mitchell and I are still your counsel of record, so she cannot take any adverse action against you without providing us notice, and us having the opportunity to respond on your behalf.

Thanks.  
Marty

---

**From:** Jeff Fenton [mailto:Jeff@Meticulous.tech]  
**Sent:** Tuesday, August 06, 2019 2:11 PM  
**To:** Charles M. Duke  
**Cc:** Mitchell Miller (mitchell@schafferlawfirmtn.com)  
**Subject:** RE: Fenton v. Fenton

Marty,

One quick question regarding you withdrawing from counsel, and me not supposed to contact Ms. Story directly until after your withdrawal from council has been approved by the court, and the potential deadline for my Answer and Counter Complaint:

SO even though the Answer & Counter Complaint are currently over a month overdue from the original due date, I should wait until after 8/29 to ask Ms. Story what my deadline is for having it completed and filed with the court? Is that correct? (So it would be technically two months late by then.)

I'm fine with that, if that is the proper procedure, I just don't want to get caught with Ms. Story filing for a default judgment on me.

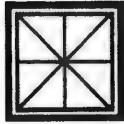
Can you please let her know that service by standard mail (not certified) is best for me. The Post Office will not deliver certified mail to my home, because of the No Trespassing signs (and it is up a BIG hill). If she mails me standard post, I will send her an email within a day each time that I receive a letter from her, so that she will have a legal confirmation of receipt.

If that doesn't work for her, she can send certified mail to my PO Box, but I only check it about once per month, but if she emails me and notifies me that I need to check it, then I will.

My PO Box is:

Jeff Fenton  
P.O. Box 159200  
Nashville, TN 37215

**2019-08-14 ADKISSON LETTER ABOUT OWNER'S RETIREMENT AND  
DOWNSIZING FIRM, PRESENTED BY MS. STORY, AS EXPECTED**



**Adkisson & Associates Architects, Inc.**

FILED FOR ENTRY

2019 AUG 15 AM 10:44

FILED FOR ENTRY \_\_\_\_\_

August 14, 2019

To all the employees of Adkisson & Associates Architects, Inc. (the "Firm")

I want to let everyone know that November 2nd of this year is my 65<sup>th</sup> birthday. As a result, I plan to begin downsizing the Firm so that I can significantly reduce overhead costs prior to the end of the corporate fiscal year end on **December 31, 2019.**

I want to give everyone ample time to secure other employment. I will continue to pay your salary and benefits up through **November 15, 2019** so long as you are working full time at the Firm. If you secure new employment prior to November 15, 2019, I will provide you with two (2) weeks severance pay from the new employment start date, but said severance pay will not extend beyond November 15, 2019.

I greatly appreciate your good work over the past years and wish you well in your future endeavors.

With many thanks,

Kenneth C. Adkisson  
President



3322 West End Avenue • Suite 103 • Nashville, Tennessee 37203 • (615) 298-9829 • Fax (615) 298-5122 • www.adkissonarchitects.com

**2019-08-23 Letter from Virginia Story About Walk-Through Ms. Fenton's Personal Property as All Marked**



**Story  
Abernathy  
& Campbell**

PLLP | AN ASSOCIATION OF ATTORNEYS

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virginia@tnlaw.org

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joanie@tnlaw.org

Neil Campbell  
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Kathryn L. Yarbrough  
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Of Counsel:  
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Attorney at Law

Marissa L. Walters  
Paralegal/Associate Attorney  
marissa@tnlaw.org

HISTORIC DOWNTOWN  
FRANKLIN, TENNESSEE  
136 Fourth Avenue South  
Franklin, TN 37064

OFFICE (615) 790-1778  
FAX (615) 790-7468

\*Licensed in Kentucky

August 23, 2019

*Via email & first-class mail*

Charles M. Duke  
1200 Villa Place, Suite 201  
Nashville, TN 37212

Mitchell Miller  
1200 Villa Place, Suite 200  
Nashville, TN 37212

Re: **Fawn [REDACTED] Fenton vs. Jeffrey Ryan Fenton**  
**Williamson County Chancery Court No. 48419B**

Dear Marty and Mitchell:

Thank you for helping to get the walk-through scheduled. I am hopeful that we can get Mr. Fenton's signature on the listing agreement ASAP so that we can move forward with the auction process as efficiently as possible.

My client put yellow post-it notes on the items that she would like to take from the residence. The only item that was not previously listed and that she tagged was the "gear clock" that is hanging on the brick over the fireplace. Additionally, she noticed that the Sony Bravia 55" TV, sound bar and subwoofer that she requested to take was missing from the residence. This was a gift from her brother. Please ask Mr. Fenton about the location of the TV. In the event that Mr. Fenton has sold the TV, sound bar and subwoofer, we would ask that he provide proof of the sale and documentation as to how much he received.

My client also noted that the dehumidifier equipment that the parties purchased for under the house was also missing. This was purchased a few years ago in order to reduce humidity in the crawlspace. It was a commercial-grade unit and costed several thousand dollars. Please ask Mr. Fenton what he did with this equipment and again, if he sold the equipment, we would ask that he provide proof of the sale and documentation as to how much he received.

Additionally, my client would like to have the pistol (Glock 9mm, model G-17), the brown blanket with the horse image (this was hers before the marriage), decorative plate in the kitchen with the snakes painted on it (this was hers before the marriage), and the small painting of the Parthenon currently hanging over the laundry closet (this was a gift to her from her family).

williamsoncountyattorneys.com

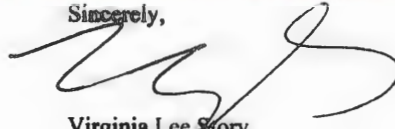
\* Rule 31 Family Law Mediator

Charles M. Duke  
Mitchell Miller  
August 23, 2019  
Page 2

The only item that Ms. Fenton took with her yesterday afternoon was a blue pet-carrier. She will need to rent a truck or U-Haul in order to move the larger items. She would like to do this all in one trip sometime in mid-September. Hopefully, scheduling that will be easier as I understand that Mr. Fenton will be relocating to Michigan by September 1, 2019.

I will be drafting an MDA with the above items and division of proceeds of the equity from the home after payment of the marital debt for your review so hopefully Mr. Fenton will not have to return to Tennessee. As always, if you have any questions or concerns regarding the above, please feel free to contact me.

Sincerely,



Virginia Lee Story  
Attorney at Law

cc: Ms. Fawn Fenton

**2019-08-28 Pre-Trial “Pro Se” Email to Touch Base with Attorney Story**

From: Jeff Fenton <jeff.fenton@live.com>  
Sent: Wednesday, August 28, 2019 9:30 PM  
To: Virginia Story [virginia@tnlaw.org](mailto:virginia@tnlaw.org)  
Cc: Heidi Macy <Heidi@tnlaw.org>; Kathryn Yarbrough <kyarbrough@tnlaw.org>; Mitchell Miller (mitchell@schafferlawfirmtn.com) <mitchell@schafferlawfirmtn.com>; Charles M. Duke <marty@mdukelaw.com>; elaine.beeler@tncourts.gov  
Subject: RE: Fenton vs. Fenton; Williamson County Chancery Court No. 48419B

**Hello Ms. Story,**

My apologies, but I recently finished writing my response. It is 50 pages long, and I still need to do a final proof read tonight, to make sure that my paragraphs line up with yours, make labels for all my exhibits, and make sure that my paragraph numbers and exhibit lettering matches up between the documents.

I called the Clerk & Master's office a few hours ago, and they said that someone is usually there at 7:30am to time stamp, and accept court filings, and they said that will still give them time for a clerk to deliver them to Chancellor Binkley before his hearings start.

My question is, for hand-delivering your copy tomorrow, would you like for me to bring that over to your office, or just provide it to you in the court room? If you would like me to bring it to your office, I probably can't be there before 8am, because I have a lot for the Clerk & Master to timestamp. I'm not really sure how long it will take them. My question is, what time is someone available in your office for me to provide it to them? And what time is Ms. Fenton meeting at your office, because I don't want to cross paths and violate my Temp OP? If for some reason I can't get there before you have Ms. Fenton scheduled to arrive, please just come up to me in the court room, whenever you peek inside, and I'll hand it all to you. (I've only seen you once, I'm not sure if I will recognize you, but I should be easy to spot, with the donkey I have carrying all my documents.

I apologize for not getting it to you sooner, and I totally understand if we need to postpone or reschedule. It was physically the fastest which I could get it done. Please let me know how you prefer to receive the docs tomorrow morning.

I understand that it is totally up to Chancellor Binkley's discretion whether or not to accept/consider it all. I also understand that it is pretty likely that he may want to delay ruling on your motions until he has had a chance to at least peruse some of my responses, **to at least consider my position, experience, and perspective, before making such major rulings in my life.**

I understand that the sale of the house is the most time sensitive matter, so I believe that we can probably get that part out of the way tomorrow, as I'm not trying to delay or derail that initiative. (I will need a small extension though in order to vacate in time, for Ms. Fenton to be able to get her stuff after I am gone, and then for Ms. Fenton to facilitate the Auction, which I am fine with, but only providing that I've moved out first.) I'm sure that during your walk-through, Ms. Fenton was pleased and CONVINCED that I am finally MOVING for SURE. **I have been working as hard as I can at vacating the property, except that this legal work has hijacked all my time and focus this past week. As Ms. Fenton will attest, with my ADHD and my OCPD, I can honestly only focus on one major project or task at a time. I can do that one task or project well, but I can not multi-task significant or critical projects. My brain isn't wired that way.** It is all one project, or another, but never both. **So either I can perform a ton of legal research and try to figure out how to "play lawyer", or I can MOVE, but I am absolutely incapable of doing both concurrently.** Although my move is really important, **there is nothing currently more critical to MY future, than addressing any legal challenges which you initiate,** so please just be aware, that whenever you do, you've just extended the amount of time which I will need to vacate the house by another week or two. **I understand that a lawyer can do in a few hours what it takes me a week to do,** but at nearly \$20k in legal fees so far (largely of my mother's money), there is no way that I can afford retaining legal counsel any longer, or that I could even justify doing so, simply to wrestle over breadcrumbs. Yet the legal outcome is still critical to me, so I will represent myself to the best of my ability, taking as long or as little time as that requires.

**I'm not arguing to keep or remain in the house, at all. I've accepted the move to Michigan, it is only this legal work which is slowing down my move at this point. As Ms. Fenton has probably told you, I'm afraid of heights, and I am absolutely terrified of driving over the Cincinnati bridge.** I haven't driven over it myself in over a decade, and the last time that I did, I had a massive anxiety attack and nearly passed out, while driving a U-Haul to bring my grandfather's pool table down to



Tennessee (which now I'm going to lose). Ms. Fenton was with me, and surely she can attest that once I cross it (somehow) to move up to Michigan, my legal business here needs to be wrapped-up, so that I won't be required to return. I'll speak with Chancellor Binkley tomorrow to explore my options.

The biggest challenge should this require me to remain here, either because I have not had time to focus on packing and moving, or because of further litigation, is that there is no realistic way for me to vacate the premises for the sale, and it won't be very slightly with boxes stacked everywhere and furniture broke down, to sell while I'm here. Plus I would need additional funds from Ms. Fenton to pay for my utilities and my food (approximately \$1400 per month total), the same as my tenants were paying me, prior to you having them evicted. After transferring the utilities into my name, and since Ms. Fenton is not paying me ANY support currently, I can't survive here for any less than \$1400 per month, unless Ms. Fenton transfers the utilities back into her name, in which case I could make it on a little less. This is just the bare essentials of course.

I checked on Pacer and saw that there has been a lot of activity, with many new documents since the last time that I checked. For the purpose of freeing up my time to finish getting my documents together for court tomorrow, rather than getting sidetracked catching up on reading Ms. Fenton's bankruptcy documents, can you please tell me where matters stand regarding the date which the mortgage companies are requiring the home to be sold by? Last time I read through the documents, her bankruptcy plan had been rejected as of that time, because the banks wanted a hard sell-by date. I know that Ms. Fenton's bankruptcy proposal states six months, which neither of the mortgage companies seem to object to, but they require a hard date to know when that will be by, prior to accepting her plan. If you can let me know how long she has, that will help me prepare for the discussion tomorrow with Chancellor Binkley, as well as know at what point I can trust that the litigation is over, so that I can break down my computer network and focus completely on packing. (I have a complex computer network, all my data is stored on a separate server, once I break-down my network, I won't be able to respond to any litigation or find any documents, for probably two months, when I have it all set back up in Michigan. Hence, I need to make sure that it is "safe" to break it down, before I begin doing so.) Knowing Ms. Fenton's updated deadline with the mortgage companies, and if you plan on further litigation, would be helpful in

**determining when I can get serious about packing, which will have a direct impact upon when I can vacate by. I'd like this all to be done as quickly as possible, but I'm not going to get caught "with my pants down". We will need to have some sort of agreement, court order, or understanding, before I can proceed.**

**Anyhow, I just want you to be aware of the real challenges, despite what litigation is filed. I can only physically move so quickly and do so many things at once. I want to help you and Ms. Fenton get what you want, I'm not trying to be an obstructionist in any way, but I will need a bit of a cease-fire in order for me to be able to do that, while representing myself, combined with the challenges of my disabilities.**

Marty emailed me a couple of questions that you have about a few items of personal property, from your walk-through.

**As for the items which Ms. Fenton pointed out inside the home, which she wants, I'm fine with ALL of that.**

The Glock 9mm Model-17 pistol, Ms. Fenton took with her when she moved out. If she can't find it, please suggest that she check both of her rifle cases, especially the bottom tier of her newest double rifle case. I know that she filled those spaces up with stuff when moving out, so it could easily be lost in one of those. I specifically remember her taking it though, and since I've had to clear all the guns out of our home due to the OP, I know that it's not accidentally sitting somewhere in the gun vault or around our home. I also know that my friend who is storing my guns, checked them each in, and there was only one Glock, that being my .40 caliber.

The first time that Marty forwarded a question from you regarding the 9mm Glock, it looked as though Ms. Fenton wants the RECEIPT, not that she is missing the gun itself. So I'm unclear which it is at this point, but I don't have the gun, I specifically remember Ms. Fenton taking it with her, and I searched all over for the receipt, and I can't find that anywhere either. So I'm sorry not to be able to help in either of those regards. I would if I could. **Firearms are a part of the legacy of both of our lives, I would never try to cheat her on such a thing.**

**As for her interest/concerns regarding the TV and the Dehumidifier:**

First of all, the TV/Sound Bar was MOSTLY a gift from Ms. Fenton's family (we contributed around \$400 towards them, between a marital property check which Fawn wrote, to help pay for the soundbar, and some cash of mine leftover from my Duplex rents, because I wanted an upgraded model TV from the one which Ms. Fenton's brother Mark was offering to purchase us for Christmas.) Mark had a hard budget in his mind of paying \$1,000, so I paid Mark the difference to purchase a better TV, which later on Mark also liked better, so when he returned to LA, he purchased the model which I selected for himself also.

So the "gift" portion of the TV, made it 50/50 marital property, despite whose family provided the gift, as it was given to us both equally, but the non-marital cash which I chipped in for the upgrade, actually made that TV more mine than Ms. Fentons. (Mark later gave Ms. Fenton a \$2,500 rifle for her Christmas present, independent of me.)

As for the soundbar, that was primarily a gift to ME from Ms. Fenton's mother (Diane). Diane always likes to give extravagant gifts (my family never had the money for that), but Diane usually has no clue what to get me, and I am pretty picky, so honestly I am hard to purchase for. So on a couple of occasions, like when we were talking about a new iPhone that was released and I mentioned me planning to upgrade, Diane jumped on the opportunity to purchase it for me for Christmas, even though Christmas was months away, simply because it was within her price point, and she had the opportunity to know exactly what I wanted. (Instead of sending me cash or buying me something which I didn't want, which we also did a number of times.)

The Soundbar with the TV was the exact same thing. After purchasing the TV at Best Buy, Mark kept looking at the TV A/V equipment they had on sale, and found a TV/Soundbar combo, where you could purchase a decent soundbar also made by Sony, for a couple hundred dollars off, if you purchased it in conjunction with the TV we had purchased the day earlier. Mark got all excited about this combo, and got me interested in it, then Diane asked if that was what I would like for Christmas, and if so she would chip in a few hundred dollars, if Ms. Fenton and I paid the rest (which I think was about \$225 out of our pocket.) So Mark, Diane, Ms. Fenton, and I all went back to Best Buy (after dining out together), had them return the TV from the day before, then repurchased the combo with the soundbar, Mark's contribution remained the same, Diane chipped

in I think around \$300, and I believe that we contributed around \$225 (of marital funds) to complete the purchase.

So though there was around \$225 of "marital property" money in that purchase, **it was primarily purchased as a Christmas present for ME**, from Diane. (Ms. Fenton got a load of other stuff from Diane for Christmas, as always.)

**Anyway, the bottom line is, regardless of whose family GAVE the gift, it was "marital property", and more-so MINE than Ms. Fenton.**

Ms. Fenton and I did discuss her potentially getting the TV, in different discussions we had about settlement offers and property divisions, but as we all know, none of those agreements were fully executed (which my \$20k in legal fees currently attests to).

Ms. Fenton knew that we reduced her temporary support from for my consumables from \$1000 per month to \$500 per month, before the end of last year, thinking that I was moving to Michigan to live with my mother. However after Ms. Fenton refused to put our verbal settlement agreement into writing, halting my move to Michigan, she never increased my temporary support back up to the \$1,000 per month which I truly need (at a minimum) to meet my basic needs here. Consequentially, Ms. Fenton knew that I had a negative cash-flow of about \$500 per month, for around six months, before I finally got roommates to cure both my negative cash flow, as well as Ms. Fenton's. (Ms. Fenton told me that she had a negative cash-flow at that time, of between \$400 - \$500 per month.) Of the \$1,400 per month of rents which I received, I told Ms. Fenton that she could discontinue paying me \$500 per month for my consumables (which should have made her cash-flow right there.), plus I also transferred all the utilities for our home into my name, even though Ms. Fenton had agreed via email, that I didn't need to, since saving the \$500 per month was plenty acceptable for her, for the time-being. Yet I felt bad, having a TINY bit of cash in my pocket for once, and I transferred all the utilities into my name(which is approximately \$400 per month during the summer), even not needing to do so per Ms. Fenton.

**At that point, of my \$1,400 per month in rents, Ms. Fenton was receiving \$900 per month in financial relief, and should have been financially in the black by \$400 - \$500 per month.**

(Which is why I'm pretty darn sure that her bankruptcy is a scam, as her father also tried to get us to do that, leaving \$100k of debt in MY name.)

**Anyhow, I sold the TV for \$1k cash, before I got roommates, just to meet my basic needs, due to my monthly shortfall.** Marty mentioned you wanting to see a receipt for that, but I don't have one. I've never kept receipts for personal property which I've SOLD, only for that which I've PURCHASED. The only exception is firearms, which I always keep a paper record of, just in case the firearm is used in a crime later on, so that "the paper trail doesn't stop at ME", which I read about somewhere.

**When I sold the TV, we didn't have any pending litigation, we weren't under any restraining orders, so it was all perfectly legal.** It was just a quick cash item to sell, to help me buy food, meds, and gas. **The idea being to simply exchange what I have for what I needed to survive. Which was the same idea later with getting roommates. I exchanged bedrooms and space which I had, for the money which both Ms. Fenton and I needed, to cash-flow ever month. Unlike Ms. Fenton, I do not possess credit lines with thousands of dollars of credit, to take up the slack when I don't cash-flow.** I've borrowed way more money from my mother than I'll ever be comfortable with, but there were seasons when I absolutely refused to borrow any more from her, and I told Ms. Fenton that was one of those seasons, when I would instead sell whatever I needed to survive.

**As for the dehumidifier, it is a commercial unit, which I love, but it didn't cost nearly as much as Ms. Fenton told you. I saw the receipt for it the other day, as I was sifting through my scanned receipts, and the dehumidifier itself was \$2,100, when it was new, about 5 years ago. Ms. Fenton had already told me when I was moving to Michigan previously, that I could take it with me to use in my mother's small damp basement, since that was now going to be MY BEDROOM!** Furthermore, the dehumidifier was completely purchased on MY CREDIT card, so if Ms. Fenton would like to split the approximately \$100k of MARITAL DEBT, which WE abandoned in my name (thanks father-in-law), though creditors and judgments are still chasing me, then I will be happy to call it "marital property". Otherwise, that dehumidifier was MINE.

Additionally, the dehumidifier was a free-standing unit. It was never plumbed-in, nor was it ever directly wired-in, nor attached to any duct work. Hence it never became an "appurtenance", converted from "personal property" into part of the "real property". So I was free to do with it, whatever I wanted.

Either way, I sold it to my mom for \$1,000. **I don't believe that any of our personal property (except firearms) will retain more value than 50% of it's initial cost, when reselling it. (Especially at an auction!)**

By the way, did the auctioneer provide you with an estimate, of what he believes our home might auction for? I have a lot of experience in real estate, but none in regards to auctions, except for one foreclosure auction, where I lost \$90k in equity, when my duplex foreclosed, was purchased, and resold just three months later (investing less than \$5k in improvements) for a \$90k profit! That hurt us both!

**Thank you. I'll see you tomorrow in court. Have a great night!**

Jeffrey R. Fenton (Pro Se)  
1986 Sunnyside Drive  
Brentwood, TN 37027  
(615) 837-1300

Docket No: 48419B  
Fenton v. Fenton

-----Original Message-----

From: Jeff Fenton <jeff.fenton@live.com>  
Sent: Monday, August 26, 2019 4:19 PM  
To: elaine.beeler@tncourts.gov; Virginia Story [virginia@tnlaw.org](mailto:virginia@tnlaw.org)  
Cc: Heidi Macy <Heidi@tnlaw.org>; Kathryn Yarbrough <kyarbrough@tnlaw.org>; Mitchell Miller (mitchell@schafferlawfirmtn.com) <mitchell@schafferlawfirmtn.com>; Charles M. Duke <marty@mdukelaw.com>

Subject: RE: Fenton vs. Fenton; Williamson County Chancery Court No. 48419B

**Hello Ms. Beeler and Ms. Story,**

I writing to inform you that I'm nearly finished with my response to the attached Motion. I know that it is due today, but I have approximately 250 pages of exhibits, which has taken a lot longer than expected to compile, organize, and print three copies of. My goal is to have it to you first thing in the morning, **I will also bring my ADA certifications, in hopes that Chancellor Binkley will make an exception and include my responses on the 29th.**

**Being Pro Se for the first time in this capacity, a lot of this takes me a lot longer to figure out, to create and format the forms correctly, while taking the time to address each of the concerns raised in the Motion, to the best of my ability.**

I understand it will be entirely at Chancellor Binkley's discretion whether to include my responses, but **I have been working on this for three days straight, without any sleep, and I physically couldn't get it to you any quicker.**

**Hopefully, I can finish this up and be in both of your offices, bright and early tomorrow morning. I'm writing simply to let you know that I am working diligently on my responses, that I'm not ignoring my duty or being flip about it. I was simply unable to meet the deadline, with all the recent changes in my life.**

**Thank you and I wish you both a wonderful evening.**

Jeffrey R. Fenton (Pro Se)  
1986 Sunnyside Drive  
Brentwood, TN 37027  
(615) 837-1300

Docket No: 48419B  
Fenton v. Fenton

**2019-08-29 CORRECTED PAGE ONE OF MY “ONE-AND-DONE” FILED IN CHANCERY ON 8/29/2019, ADDRESSING EVERY ACTION TO DATE, INCLUDING MY DIVORCE ANSWER AND COUNTER-COMPLAINT, BUT I FORGOT TO LABEL THAT CORRECTLY. MS. STORY HAD AGREED TO EXTENSION WITH MY PREVIOUS COUNSEL CHARLES MARTY DUKE. THIS WAS LITERALLY THE SOONEST I WAS ALLOWED TO FILE IT PRO SE, AS ATTORNEY HAD TO WITHDRAW**

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

FAWN TIFFANY FENTON,  
Plaintiff/Wife,

v.

JEFFREY RYAN FENTON,  
Defendant/Husband.

)  
)  
)  
)  
)  
)  
)  
)  
)  
)  
)

Docket No: 48419B

**HUSBAND’S RESPONSE AND COUNTERMOTION TO WIFE’S MOTION FOR VIOLATION OF THE EX PARTE ORDER OF PROTECTION, AND IN OBJECTION TO ORDER GRANTING MOTION TO SELL THE MARITAL RESIDENCE, AND HUSBAND’S ANSWER AND COUNTER-COMPLAINT TO WIFE’S COMPLAINT FOR DIVORCE, HEREAFTER REFERRED TO AS HUSBAND’S “ONE-AND-DONE”**

COMES NOW the Defendant/Husband, Jeffrey Ryan Fenton, for his response to the Wife’s Motions, along with Husband’s Countermotions, addressing all allegations to date, stating as follows:

First Husband would like to bring to the court’s attention, the disabilities with which he has been diagnosed, and continues ongoing treatment for. If not properly understood, one could easily draw incorrect conclusions, specifically about Husband’s communications, in how he speaks and even more so, his excessive use of words when writing. Please see Exhibit-A for a thorough explanation regarding this, from both Terry M. Huff (LCSW), Husband’s Psychotherapist, and Dr. Richard E. Rochester (M.D.), Husband’s Psychiatrist.

**Husband suffers from the following handicaps:**

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

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

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



**2019-08-29 Fenton v Fenton - Trial Transcript by Emily Sipe with Harpeth Court Reporters**

TR.v4 (498)

9. . . . . MS. STORY: Your Honor, the motion that  
10. we are here on today is a motion for violation of the  
11. order of the court that was August 14th of '19. And  
12. after the order was entered, there was a pretty scary  
13. communication from Mr. Fenton. I am not here today to  
14. argue about that motion necessarily. The more  
15. pressing matter -- and that was his response, that is  
16. the lengthy response we received this morning. It  
17. deals more with the issues of why he made those  
18. statements and those type of things.  
19. . . . . But the more pressing issue, Your Honor,  
20. was the deadlines for getting this house sold. So  
21. having leased the property, 1986 Sunnyside Drive in  
22. Brentwood, you ordered that it be sold by auction.

THE "ORDER OF PROTECTION" WAS NEVER A CONCERN, IT WAS A TOOL. THE ONLY REAL CONCERN WAS EVICTING ME AND SELLING MY HOME!

NEVER IN MY LIFE HAVE I MENTIONED TO ANYONE THE IDEA OF ME MOVING BY SEPTEMBER FIRST!  
  
This is an entirely FALSE NARRATIVE again.

TR.v4 (499)

11. tagged the items like your Order told her to, and it  
12. was our understanding that Mr. Fenton would be out of  
13. the house by September 1. He said he was going to  
14. Michigan and that's where his, I think, his mother  
15. lives. I think his father has a lake home in

My father does NOT own a LAKE HOME. Furthermore, Ms. Fenton KNOWS that we don't get along well, and that I could NEVER live at his home. As my father SAID in his LETTER BELOW:

**It's not all me, I have 4-sisters  
who haven't even spoken  
to him in 25-years**

Daniel Fenton  
36 Thames Court  
Crossville, Tn. 38558

To Whom It May Concern,

This letter is confirmation that Jeffery R. Fenton is welcome to visit for a couple days but would not be permitted to stay with my wife and I for any extended period of time. We are not compatible for any visit more than a couple days.

Sincerely,



Daniel Fenton

*If you need confirmation, call me in  
Tennessee at 931 337-6170*

16 Tennessee. That's where we thought maybe it would be  
17 more logical for him to go, but that is up to him  
18 where he wants to go.

TR.v4 (500)

10 . . . . . MS. STORY: It was in the Order already.  
11 It was September 15th. He said that he was moving  
12 September 1st. That is Sunday.

**NEVER HAVE I MENTIONED MOVING SEPTEMBER FIRST!**  
  
Ms. Story is giving me just **5-DAYS NOTICE** that I am **EVICTED** and **MUST MOVE 600 MILES AWAY TO SURVIVE!** With **ZERO** replacement provision!

TR.v4 (501)

3 . . . . . THE COURT: All right. What date do you  
4 suggest?  
5 . . . . . MS. STORY: I have seen correspondence  
6 where he said September 1st. Now he's saying he  
7 can't. So I would suggest September 3rd, which is  
8 next Tuesday. And I would like the Order to reflect  
9 that the Williamson County sheriff's department will  
10 accompany him. And at this point --  
11 . . . . . THE COURT: You mean off the property?  
12 . . . . . MS. STORY: Off the property. And I  
13 don't think he needs to take any property.  
14 . . . . . What he did, Your Honor, in this response  
15 he filed, they had a TV that -- a Sony TV, a big  
16 screen, that my client's brother had given her. He

17· now tells me in this response that he sold it for  
18· \$1,000. And then the other thing, there was a  
19· dehumidifier in the basement that was like a \$2,500 to  
20· 3,500 dehumidifier for moisture. He sold that. So if  
21· you let him take anything out at this point it's going  
22· to be sold and he's dissipating marital assets, which  
23· would be in violation of the restraining order.

24· . . . . . And at this point Mr. Anderson, he can  
25· tag everything, they can video everything. We will

**TR.v4 (502)**

·1· not disturb anything. If we have to use proceeds to  
·2· get a storage unit, we will do that for Mr. Fenton's  
·3· belongings. Mr. Fenton, in his response says he has a  
·4· fear of heights. And so driving to Michigan, he has  
·5· to drive over the Cincinnati bridge.  
·6· . . . . . MR. FENTON: Yeah. That's really hard  
·7· for me.  
·8· . . . . . MS. STORY: And so he says he can't drive  
·9· a U-Haul over it. So if we can just let him take his  
10· clothing, his jewelry, his personal effects, whatever  
11· he needs that he can pack in his car, and not have to  
12· drive a U-Haul of furniture at this point, that might  
13· be the best thing to do.

**I just emailed Ms. Story the TRUTH about the TV and DEHUMIDIFIER the NIGHT BEFORE, in the email above, "2019-08-28 Pre-Trial "Pro Se" Email to Touch Base with Attorney Story".**

**Nowhere is it even mentioned in my Court Filing as she claimed!**

**MS. STORY TOTALLY MISLEAD THE COURT, CAUSING ME TREMENDOUS HARM, WITH ZERO ADDED VALUE FOR HER OR MS. FENTON, UNLESS SHE PLANNED TO DEPRIVE ME OF MY PERSONAL PROPERTY ALSO, WHILE SELLING IT FOR THE BENEFIT OF HER AND MS. FENTON. WHICH UNBELIEVABLY SHE LATER ATTEMPTED, as shown further below.**

14. . . . . MR. FENTON: Where is my furniture going  
15. then?

16. . . . . THE COURT: Wait a minute. We're doing  
17. this one at a time.

18. . . . . MR. FENTON: I'm sorry.

19. . . . . THE COURT: Go ahead.

20. . . . . MS. STORY: If he will tag the items that  
21. he wants, like my client tagged the items per your  
22. order, if he'll just put a tag on items he wants,  
23. we'll make sure that those get stored, and then we can  
24. use the proceeds from the sale. We're going to  
25. deposit those into the clerk's office. And we can use

TR.v4 (503)

1. those to pay the next storage unit and then when he  
2. gets ready to come here and get his things, or maybe  
3. he wants to use some of his proceeds to have them  
4. shipped to him since he, you know, does have a fear of  
5. driving the U-Haul.  
6. . . . . So I'm trying my best to be as  
7. accommodating to him and considering his condition  
8. that, you know, this is going to be a simple process  
9. for him. He can take his clothes, his personal  
10. property, be out September 3rd. We will tag

As "fair" as this might SOUND, Ms. Fenton only needed to "TAG" less than a DOZEN items of hers remaining at the property since she MOVED a YEAR ago!

While in stark contrast, I had THOUSANDS of ITEMS of MINE at the property SINCE I STILL LIVED THERE. I OWN MY STUFF, because I WANT MY STUFF, and I'd like to KEEP MY STUFF! (To me, this was an INSANE, unfair, and impossible proposition!)

Plus, despite Ms. Story's PROMISE IN COURT, after I was evicted from MY HOME, and had traveled to MICHIGAN for basic shelter and food, Ms. Story REFUSED to have MY PERSONAL PROPERTY, stored and preserved in any way. She demanded that I pay her \$2,000 IMMEDIATELY, (while knowing they left me penniless), threatening to SELL or DISCARD of ALL MY PERSONAL PROPERTY otherwise! (Obtaining a FEDERAL Court Order from the Bankruptcy Court to SUPERSEDE my \$10k of "protected income and assets" properly filed and served per TN Laws!)

11. **everything, take care of it.** Mr. Anderson is not  
12. going to destroy property. That's all I'm asking for.  
13. **And if he would sign the listing agreement today and**  
14. we put in the order that it be -- that she have the  
15. authority to sign any other necessary documents in  
16. case he does go to Michigan. It would be a little  
17. bit, logistically, difficult to do that.

18. . . . . **THE COURT:** What do you want me to do  
19. with this violation of the Order?

20. . . . . **MS. STORY:** Just continue it. We can  
21. just reset that portion of the motion. He just filed  
22. a response today. **I'm fine to** -- the ex parte remains  
23. in effect anyway under the Order of the Court, **and I**  
24. **have not seen any further violations of that Order.**

THE "ORDER OF PROTECTION" WAS NEVER A CONCERN, IT WAS A TOOL. THE ONLY REAL CONCERN WAS EVICTING ME AND SELLING MY HOME!

**TR.v4 (504)**

22. . . . . **THE COURT:** Now, let me just tell you  
23. this -- and I just want to be clear about this. I  
24. don't want to get into an emotional discussion about  
25. what I will do and what I won't do. Let me just tell

**TR.v4 (505)**

1. you how it, works. Once I put a Court order down, I  
2. really expect people to obey it.

·3· . . . . . MR. FENTON:· Yes.

·4· . . . . . THE COURT:· **And so the only way a judge**  
·5· **can enforce a Court order if someone refuses to do it,**  
·6· **and we're seeing it more and more, people are doing**  
·7· **what they want to do and not really paying attention**  
·8· **to a Court order. And I'm taking the time to tell you**  
·9· **this because I don't want you and me to have problems**  
10· **with this.**

11· . . . . . MR. FENTON:· No.

12· . . . . . THE COURT:· **And let me tell you, my**  
13· **personal feeling is, as a judge, a judge who does not**  
14· **back up his or her Court order is worthless.**

15· . . . . . Now, if you have a reasonable excuse for  
16· **disobeying an order, I will certainly hear it. And**  
17· **the last thing I want to do is put someone in jail for**  
18· **violating an order.**

19· . . . . . MR. FENTON:· Yes.· And that's the last  
20· **thing I want, too.**

21· . . . . . THE COURT:· **Sure. Right. And so you and**  
22· **I have an understanding. And so you don't know me but**  
23· **I do mean what I say.**

24· . . . . . MR. FENTON:· I believe that.

25· . . . . . THE COURT:· Okay.· Good.· And so we can

TR.v4 (506)

1 · dispense with the rest of that.

2 · . . . . MR. FENTON: And just as a question, were

3 · we saying that I disobeyed the Court order? Because I

4 · had --

5 · . . . . THE COURT: No, no, we don't have

6 · anything like that really in front of us but --

7 · . . . . MR. FENTON: Okay.

8 · . . . . THE COURT: But let me tell you what I'm

9 · going to do here because we have to get moving.

10 · . . . . MR. FENTON: Right. Can I still tell a

11 · little bit of my side before you rule on all of that?

12 · . . . . THE COURT: Briefly.

13 · . . . . MR. FENTON: Okay. So basically on my

14 · side, the narrative that has been brought to the Court

15 · so far is completely fraudulent about my person, about

16 · who I am, about me being violent. All of this stuff.

17 · The documentation that I provided you with shows that

18 · my wife is a highly skilled handgun instructor who

19 · owns assault weapons, has 5,000 rounds of ammunition

20 · under her bed. I mean, she is trained by the NRA,

21 · certified by the State of Tennessee to do rape

22 · prevention, pepper spray, everything. So the whole

23 · guise of feeling physically endangered was not -- she

On the AUDIO Recording from this trial, you can HEAR Judge Binkley hesitating “Ahhhh....” as if not planning to allow me to testify AT ALL in the trial. He finally said “BRIEFLY.” Allowing me to speak for 7.1 Minutes, before he cut me off. He discarded everything I said though as not being relevant to the agenda that day in Court. (Though it was the pretense under which the hearing was called.)  
  
Until after I was evicted and my home was sold, no one showed any interest in talking about our divorce or the quality of our marriage at all.



24 · **tried to do that with her first attorney --**

25 · . . . . THE COURT: · We're not dealing with that

TR.v4 (507)

·1 · today.

·2 · . . . . MR. FENTON: · I know. · **But that's**

·3 · **basically the tone under which everything else is laid**

·4 · **and that's --**

·5 · . . . . THE COURT: · I practiced law for 35 years.

·6 · Long, hard years in the trenches.

·7 · . . . . MR. FENTON: · Right.

·8 · . . . . THE COURT: · **I am trained to separate**

·9 · **things in my mind that are important --**

10 · . . . . MR. FENTON: · Okay.

11 · . . . . THE COURT: · -- and things that are

12 · unimportant. · And I'm not trying to be rude to you,

13 · but you've got to trust me here. · If you were a

14 · lawyer, I would be telling you the same thing. I

15 · would be saying, "**Lawyer, that's not relevant to me**

16 · **right now.**"

17 · . . . . MR. FENTON: · Right.

18 · . . . . THE COURT: · **I don't really care about all**

19 · **that. That's for another day.** · But let me just tell

20 · you this.

21 ····· MR. FENTON:· Okay.

22 ····· THE COURT:· These are real easy issues.

23 · I have got to put an order down for you to be out of

24 · that house.

25 ····· MR. FENTON:· I understand that.

**TR.v4 (508)**

·1 ····· THE COURT:· **On September 3rd.**

·2 ····· **MR. FENTON:· Can I speak a little more**

·3 · **first?**

·4 ····· THE COURT:· **No.**

**TR.v4 (511)**

·3 ····· **MR. FENTON:· But I wanted to take them**

·4 · **with me so I'm only going over the bridge one time.**

·5 · **That's what I was saying.**

·6 ····· THE COURT:· **Well, I know that you would**

·7 · **like to do that but we're not doing that.· Okay?**

·8 · **That's not the fair way to do it.· And I'm not going**

·9 · **to sit here and explain to you why it's not because**

10 · **it's part of the law** that you assume when you stand up

11 · **and start representing yourself.· Assume that you**

12 · **know.**

TR.v4 (512)

17. . . . . MR. FENTON: Okay. I'm sorry. I would  
18. rather stay in the house during the auction with that  
19. being the case. But the only reason I was going to  
20. leave ahead of time --

21. . . . . THE COURT: You're not going to stay in  
22. the house.

23. . . . . MR. FENTON: I'm not going to stay in the  
24. house?

25. . . . . THE COURT: No, sir. You're going to

TR.v4 (513)

1. leave by September 3rd noon, and you've got to be  
out  
2. of there or the sheriff will escort you off the  
3. property.

4. . . . . MR. FENTON: So have I done wrong to  
5. receive that kind of treatment, Your Honor? I mean,  
6. my wife had two months to move out.

7. . . . . THE COURT: Sir, we have already talked  
8. about all that. We had a previous hearing. We have a  
9. previous Court Order. You're representing yourself.  
10. You're assuming to know everything we've already  
11. talked about. I'm not going to go over it with you

18. . . . . MR. FENTON: On the last Court Order you

To this day I still have no idea WHY he was "PUNISHING" me so harshly, except for Ms. Story's alarming complaints, demanding that I was "dissipating marital assets", which Ms. Story knew was NOT TRUE BEFORE Court, while she insisted that wasn't the REASON for the harsh judgment AFTER Court. I see no other explanation in either of the Court Orders or the Transcripts to justify this.

I honestly could not make ANY SENSE out of this, until I discovered and read the two articles in the Tennessean, revealing the close, long-term trusting friendships between Ms. Story and the Binkley family.

I can only conclude that it must have been either error or bias (Ms. Story was given the "benefit of the doubt" over me, even if unconsciously, due to their close and trusting friendship), although I do not believe that Ms. Story was operating in GOOD FAITH at any point.

19· said that I could take my stuff with me after the  
20· ten-day walkthrough. That's what your last Court  
21· Order said, and I would like to be able to do that.

TR.v4 (514)

·2· . . . . . THE COURT: Do you understand that? Your  
·3· personal items, sir. You're not stupid. Listen,  
·4· please. Your personal items are your clothes, your  
·5· personal jewelry, and that's it.

·6· . . . . . MR. FENTON: My bed or my furniture?

·7· . . . . . THE COURT: **No, sir. I'm going to say it**  
·8· **for the third time. No furniture, no furnishings, no**  
·9· **nothing.**

10· . . . . . MR. FENTON: That's not what you said in  
11· the last order.

12· . . . . . THE COURT: **Sir, you're not paying**  
13· **attention. You're not listening to what has happened.**  
14· **You're not paying attention to anything. And I'm not**  
15· **going to spend three or four hours here at the -- just**  
16· **trying to be nice to you and go through everything**  
17· **again. I'm just not going to do that. You're**  
18· **expected to know all of this.**

19· . . . . . Now, you're choosing to represent  
20· yourself. There's not a thing that I can do about

21 · that.

**TR.v4 (515)**

25 · ...And then I don't want you coming in

**TR.v4 (516)**

·1 · and say, Judge, I didn't really understand that.

·2 · . . . . . Because I've been down this road with

·3 · folks who represent themselves. · They don't get it.

·4 · They don't understand, and then they whine and

·5 · bellyache and come back and say that just wasn't fair.

·6 · **Fair is something you do in the fall.**

**TR.v4 (517)**

·2 · . . . . . THE COURT: · All right. · What else,

·3 · Ms. Story?

·4 · . . . . . MS. STORY: · That'll do it. · We can

·5 · account for the items he sold at a later time and

·6 · address that.

·7 · . . . . . MR. FENTON: · Can I make a comment about

·8 · those, Your Honor?

·9 · . . . . . THE COURT: · No.

10 · . . . . . MR. FENTON: · That is before this was in

11 · Court.

TR.v4 (518)

- 1· ······ MS. STORY:· Since he probably will be
- 2· ·moving to Michigan, I would be amenable to him
- 3· ·attending the final hearing by telephone if he doesn't
- 4· ·want to drive back.· And I can tell you, I will try to
- 5· ·accommodate him in any way I can.
- 6· ······ THE COURT:· I know you will.· You already
- 7· ·have.
- 14· ······ THE COURT:· All right.· Then if you'll
- 15· ·prepare the Order, that'll take care of us.

Regretfully Ms. Story never provided me with an opportunity to participate via telephone as she promised here in Court either. Apparently, she justified that by a series of erroneous claims, less than truthful motions, and a misleading affidavit, denying me any opportunity to participate.

Consequentially, default judgments were ordered against me on every count!

Before we even BEGAN DISCOVERY, without even filing a "Motion for Default Judgment" as I thought was mandatory, to provide me with any notice or warning about the catastrophic damages to MY PERSON which followed.

I've now lost an entire YEAR of my LIFE, while having also lost every penny I had ever earned, invested, or saved, while I believe I was denied ANY "equal and due process", along with an opportunity to be HEARD by an impartial tribunal.

F-AWN [REDACTED] FENTON vs JEFFREY RYAN FENTON  
00/29/2019

1 MS. STORY: Since he probably will be  
2 moving to Michigan, I would be amenable to him  
3 attending the final hearing by telephone if he doesn't  
4 want to drive back. And I can tell you, I will try to  
5 accommodate him in any way I can.

6 THE COURT: I know you will. You already  
7 have.

8 MS. STORY: And, also, the order probably  
9 needs to say that Ms. Fenton can execute any other  
10 documents that need to be executed because he might  
11 not be here to sign anything, that Mr. Anderson might  
12 need signed. So I would like to be able to put that  
13 in the Order.

14 THE COURT: All right. Then if you'll  
15 prepare the Order, that'll take care of us. That's  
16 what we're doing. That's the Order of the Court.  
17 Thank you very much.

18 (Proceedings were adjourned at 11:44 a.m.)  
19  
20  
21  
22  
23  
24  
25

(615) 933-6786  
www.harpethcourtreporters.com

518

24

**2019-08-30 Email to Ms. Story Regarding Urgent Concerns and Misunderstandings from Court the Day Before**

From: Jeff Fenton [Jeff@Meticulous.tech](mailto:Jeff@Meticulous.tech)  
Sent: Friday, August 30, 2019 1:48 PM  
To: Virginia Story <[virginia@tnlaw.org](mailto:virginia@tnlaw.org)>; Heidi Macy <[Heidi@tnlaw.org](mailto:Heidi@tnlaw.org)>; Kathryn Yarbrough [kyarbrough@tnlaw.org](mailto:kyarbrough@tnlaw.org)  
Cc: elaine.beeler@tncourts.gov

Subject: Miscommunication Yesterday

**Hello Ms. Story,**

I just had the Clerk's and Master's Office send me a copy of the court order from yesterday.

**Apparently there was a miscommunication somehow, between when you spoke about the TV and the Dehumidifier, where Chancellor Binkley understood your comments about me selling the them, to have occurred during the Restraining Order Statutory Injunction, which is not at all correct. This was months before.**

It looks like that is what upset the Chancellor, and caused him to change his ruling to forbid me from taking any of my personal property with me when I move.

**As I don't believe that was what you were alleging, and I know that isn't what happened, how do we get this cleared up, so that I can take my personal property with me, so that I can move to Michigan, as planned?**

**This seems to all be about a simple misunderstanding, more so that favoritism, as I thought. I just couldn't rationalize any other reason for such drastic changes in the order.**

How do we fix this quickly so I can leave?

**I've done nothing against the Statutory Injunction at all.** If anything, a little bit of money could arguably be kept from my final proceeds.

**Please advise, I want to get packing, but I legally can't.**



Thanks.

**Jeff Fenton**

**2019-08-30 Ms. Story's Reply to My Urgent Concerns and Misunderstandings  
from Court the Day Before**

From: Virginia Story [virginia@tnlaw.org](mailto:virginia@tnlaw.org)  
Sent: Friday, August 30, 2019 3:36 PM  
To: Jeff Fenton <[Jeff@Meticulous.tech](mailto:Jeff@Meticulous.tech)>; Heidi Macy <[Heidi@tnlaw.org](mailto:Heidi@tnlaw.org)>; Kathryn Yarbrough  
[kyarbrough@tnlaw.org](mailto:kyarbrough@tnlaw.org)  
Cc: elaine.beeler@tncourts.gov

Subject: RE: Miscommunication Yesterday

Mr. Fenton,

**The transcript will reflect that we had no verification of a date that you sold the property and there was no prejudice to you whatsoever as you had just mentioned** this in your multiple page pleadings that you filed on the morning of the hearing 8/29/19.

You are welcome and should provide proof of when you sold the TV and dehumidifier as this will be addressed at the final hearing.

The Judge made the decision that you will take personal clothing, your jewelry and toiletries/medication only. He went over that several times with you.

**You were not able to complete certain tasks in order to have the house ready for the auctioneers and at this point we will just have to store the items that you tag that you would like.**

**Remember whatever the storage fee is you will most likely have to pay out of your share of the proceeds so do not tag anything that you want the auctioneer to sale please.** The more you sale the less you have to haul to Michigan. The proceeds from the sale of the real property and the proceeds from the sale of the furniture will be deposited into the clerk's office for save keeping.

Please note that our office is closed Monday for a holiday so we appreciate your not emailing after office hours which are 8 to 5 pm.

Thanks,

Virginia

**2019-09-16 Letter from Virginia Lee Story Claiming False Damages and Demanding \$2,000 Immediate Payment for Storage - Threatening to Otherwise SELL and DISPOSE of MY Personal Property**

Story Abernathy & Campbell, PLLP  
AN ASSOCIATION OF ATTORNEYS  
Virginia Lee Story  
virginia@tnlaw.org

September 16, 2019

Re: Fawn ██████ Fenton ys. Jeffrey Ryan Fenton  
Williamson County Chancery Court No. 48419B

**Dear Mr. Fenton:**

My client was at the house over the weekend and has indicated that you left the house in a mess despite you having known since August 1, 2019 that the property would be auctioned. The costs for cleaning out the house and moving the items that you have tagged per the Court Order to storage will be in excess of \$2,000. Please send a check payable to Fawn Fenton noted for moving and clean up to my office address. I will provide you with each invoice, so you have an accounting of actual costs.

**If I do not receive a check from you in the amount of \$2,000 by Friday, September 20, 2019, we will have to sell the remaining items in the house and then dispose of the items that cannot be sold.** Any proceeds from items sold will be deposited into the Clerk's office for distribution after payment of the costs.

**As for the items you have tagged and for which you will send the \$2,000 advance by Friday, September 20, 2019 for the movers and clean up, please make the arrangements for a storage unit.** This will need to be done by Thursday, September 26, 2019. Send me the name of the storage location and unit number with verification that the amount has been paid in advance so that when the movers arrive there are no snags.

**Finally, we did not locate any guns in the house.** Please advise where they are located with the contact information or whether you have taken them with you to Michigan. If you have any guns in your possession, please provide an itemized list of all types, manufacturers, and models.

**Virginia Lee Story**

Attorney at Law

cc: Ms. Fawn Fenton

**ARGUMENT: Regarding Ms. Story's 9/16 Letter**

675 Ms. Story wrote this letter on September 16th, I received it in the mail on the 19th,  
676 the demanded funds were DUE TO HER the very next day, or she threatened to SELL and  
677 DISPOSE of ALL MY PERSONAL PROPERTY, which SHE demanded in Court on 8/29  
678 that I be forced to LEAVE BEHIND while vacating, as the WCSO escorted me out of my  
679 home and off my property, under the false allegations by Ms. Story about me "Dissipating  
680 Marital Assets". (Which was literally IMPOSSIBLE according to SECTION-IV of Ms.  
681 Fenton's COMPLAINT FOR DIVORCE as previously cited.)

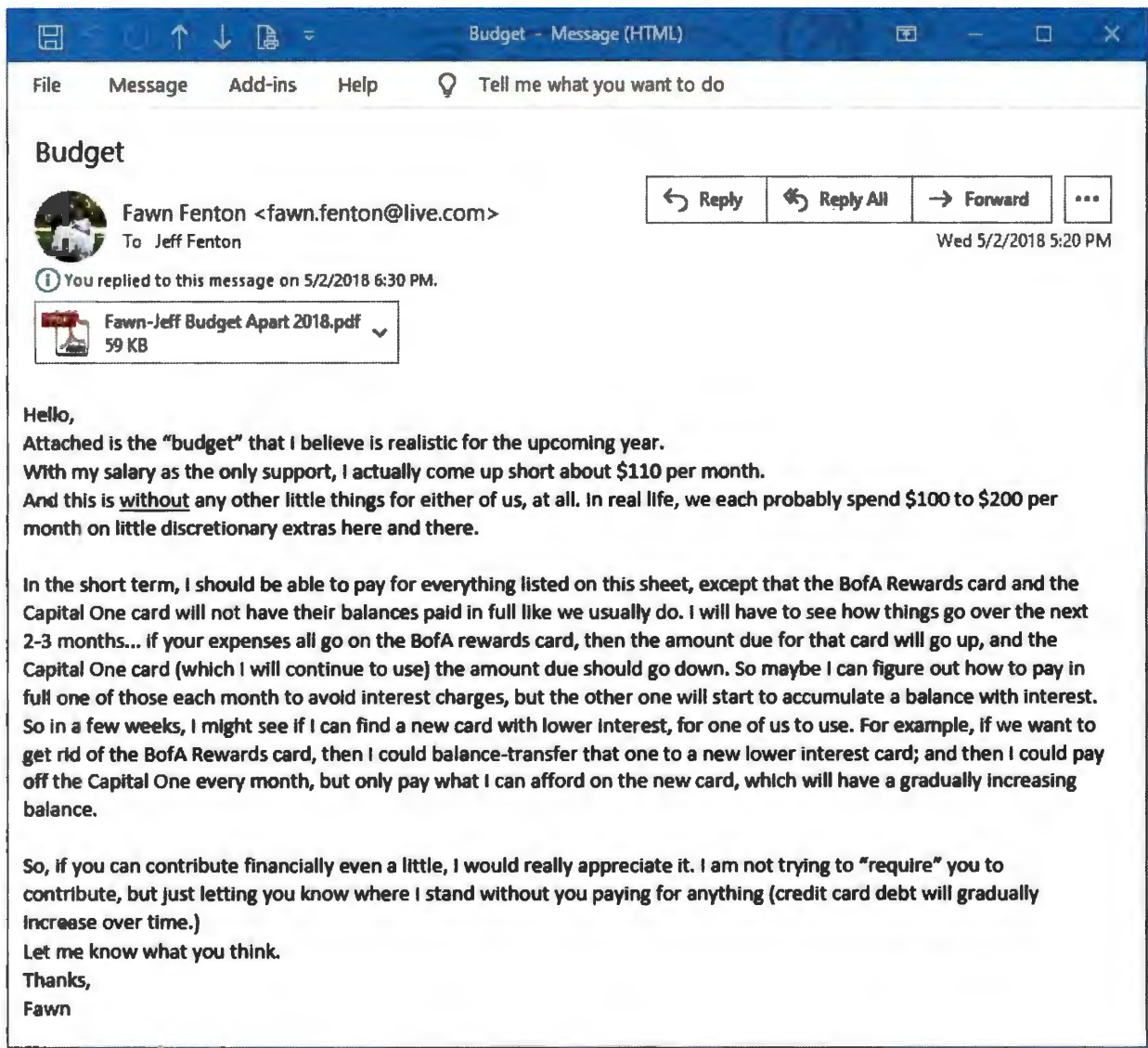
**IV.**

Plaintiff would show that the parties have no assets other than personal property which has been divided with the exception of a few items. Husband and Wife have lived separately since April 2018.

682 This is CONTRARY to EVERYTHING which Ms. Story swore to in Court on  
 683 8/29/2019 before Chancellor Binkley and myself, while I was only given FIVE DAYS  
 684 notice to vacate everything in MY LIFE, leaving me homeless and destitute. STILL, I spent  
 685 literally DAYS cleaning and preparing our home without sleeping for the FIVE-DAYS  
 686 between my hearing on 8/29 and my eviction on 9/3. As such, the home was NOT AT ALL  
 687 in the horrid conditions which Ms. Story claimed. The laundry (bed linens and towels)  
 688 left around in piles was all CLEAN, I simply ran out of TIME before FOLDING it all and  
 689 putting it away!

690 NONE of this would have been left in this condition, had Ms. Story not chosen to  
 691 strategically and carelessly terrorize my life with her false, misleading, and I believe  
 692 malicious claims and subsequent requests in Court on 8/29/2019. There is NO MEANS  
 693 by which I can interpret ANY of this as having been done in GOOD FAITH by Ms. Story,  
 694 or having shown me ANY "HONESTY, FAIRNESS, INTEGRITY, and/or CIVILITY" as her  
 695 OATH of office requires.

696 Since Ms. Story KNEW that Ms. Fenton had VOLUNTARILY been our family's  
 697 ONLY wage earner for the past couple of years, in addition to being our primary  
 698 Breadwinner for at least the decade prior. Also knowing that I had been cut off from all  
 699 OUR FINANCIAL accounts, both asset and debt accounts, a YEAR PRIOR by Ms. Fenton  
 700 without ANY NOTICE, the very same NIGHT as Ms. Fenton ABRUPTLY ABANDONDED  
 701 ME on 4/22/2018. Ms. Story was also intimately familiar with how as a result of her  
 702 heavy-handed and unfair legal actions against me (as I can only see them), I had been  
 703 forcibly rendered homeless, without a PENNY of savings, provision, or support.



704 As such, I can only logically interpret this action by Ms. Story to have been solely  
 705 to INJURE me further, while I believe also attempting to EXTORT \$2,000 from MY  
 706 MOTHER! (Who is a person of very meager means, having raised FIVE children,  
 707 primarily alone, on a Nurse's salary, while working 12-hour shifts!)

708 I was quite convinced that I had been legally harassed and abused by Ms. Story in  
 709 Tennessee, as I had cried out to the Court (in my "ONE AND DONE" filed on 8/29/2019,  
 710 along with multiple emails to Ms. Beeler and others) for help and protection from Ms.

711 Story as well as Ms. Fenton's FALSE TESTIMONY, upon which some of Ms. Story's most  
712 damaging actions were based. I begged the Court to please restrain Ms. Story to operating  
713 within the Code of Conduct for Attorneys, as a Member of the Court, that she please be  
714 required to adhere to her OATH of office, yet no one even ACKNOWLEDGED my cries  
715 for help, while it only seemed to further fuel Ms. Story's rage and wrath toward me. The  
716 Court continued to grant Ms. Story's EVERY REQUEST since I had begun representing  
717 myself "Pro Se", no longer being able to afford Counsel.

718 As a final note, in this letter Ms. Story stated: *"Finally, we did not locate any guns*  
719 *in the house. Please advise where they are located with the contact information"*.

720 **Ms. Story had an Exparte' ORDER OF PROTECTION against me for a**  
721 **couple of MONTHS prior! IF I HAD THE GUNS THERE, I WOULD HAVE**  
722 **GONE TO JAIL! I see her ONLY interest in MY guns, as with her interest in ALL of MY**  
723 **PERSONAL PROPERTY (as shall later be SHOWN), to be purely for the purpose of her**  
724 **OBTAINING MY STUFF TO SELL for the benefit of someone OTHER than me! (ELSE**  
725 **SOLELY TO FURTHER ABUSE ME, TO DEMONSTRATE HER POWER OVER ME.)**

726 I hope that the Court is beginning to understand WHY I am so UPSET, and grants  
727 me some flexibility regarding the harshness of my language, given the obvious damages  
728 which I have had wrongly forced upon me, requiring me to CONTINUE fighting to THIS  
729 DAY, simply to SURVIVE!

730 As unbelievably unethical and inhumane as I perceived this to be, it is NOTHING  
731 compared to what was yet to FOLLOW, from Attorney Virginia Lee Story.

732 I NEVER expected to "WIN" in Court against Attorney Virginia Lee Story, but I  
733 DID honestly believe that I would be treated more humanely than by far I experienced!

734 (ORIGINAL EMAILS IN THEIR NATIVE FORMAT, ARE ALL AVIALABLE

735 UPON REQUEST)

736

**2019-09-18 Protected Income and Assets for Jeffrey Ryan Fenton #48419B**  
**(Affidavit of Claim Exemptions)**

<b>State of Tennessee</b>	<b>Court (Must Be Completed)</b> CHANCERY COURT	<b>County (Must Be Completed)</b> WILLIAMSON COUNTY <small>WILLIAMSON COUNTY CLERK &amp; MASTER</small>
<b>Protected Income and Assets</b> (Affidavit of Claim Exemptions)		<b>File No.</b> <u>48419B</u> <small>(Must Be Completed)</small>
		<b>Division</b> <u>FRANKLIN</u> <small>(Large Counties Only)</small>
<b>Plaintiff/Creditor</b> <u>FAWN FENTON</u> <small>(Name: First, Middle, Last of person/company that filed lawsuit)</small>		
<b>Defendant/Debtor</b> <u>JEFFREY RYAN FENTON</u> <small>(Name: First, Middle, Last of the other person)</small>		

This Protected Income and Assets form is:  **New/First time filed**     **Changed/Modified**

You may use this form to tell the court about any income, property, or benefits that are protected from sale or seizure (garnishment) under state or federal law. You should file this form for each judgment you have against you.

**You may have to pay a filing fee. Can't afford the fee? Ask the court clerk for a paper called a Request to Postpone Filing Fees and Order (Uniform Civil Affidavit of Indigency). Or go on the internet to [www.tncourts.gov](http://www.tncourts.gov) or [www.justiceforalltn.com](http://www.justiceforalltn.com) to get the form.**

Fill out the form. Make a copy for each judgment against you before you write in the file number and before signing the form. Sign each copy. You can update this form if you need to protect new property. You must file an update for all unpaid judgments against you.

**IMPORTANT! You can protect up to \$10,000.00 worth of personal property (lines 1-6), and only up to \$1,900 for line 7.**

Some things are automatically protected. You do not have to list them below, such as: your family's clothing and suitcases or trunks where the clothing is stored, family portraits and photographs, the family bible and schoolbooks.

① I am the Defendant/Debtor in the court case listed above. I live in Tennessee and I claim that the following items are protected from garnishment. (TCA §§ 26-2-103 and 26-2-114). This personal property exemption right is in addition to certain items that are automatically exempt by law and do not need to be included in my \$10,000 total, including funds on deposit in checking and/or savings accounts at:

USAA FEDERAL SAVINGS BANK  
Name of Bank

consisting solely of Social Security, SSI, Unemployment, Workers Comp, AFDC/Families First, Veteran's benefits, alimony or child support, and/or state, federal or city pension.

Item	Describe	Value: <b>\$1,850</b>
1. Car, truck, or other vehicle	2003 BUICK LESABRE (WHITE) 4D VIN: 1G4HR54K43U236502	\$ 1,800

March 2013                      Protected Income and Assets                      Page 1 of 5  
Approved by the Tennessee Supreme Court



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

March 2013

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

March 2013

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

March 2013

Protected Income and Assets  
Approved by the Tennessee Supreme Court

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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.

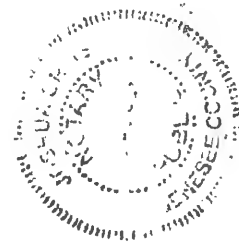
Defendant/Debtor

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

Sworn to and subscribed before me this 18<sup>th</sup> 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.

**2019-09-23 COERCED Listing Signature Under THREAT of Incarceration  
EMERGENCY Email to ALL Parties: NEVER Read Contract – ILLEGAL  
AGREEMENT NULL/VOID/CANCELLED! HALT AUCTION!**

**Jeff Fenton**

---

**From:** Jeff Fenton <jeff.fenton@live.com>  
**Sent:** Monday, September 23, 2019 3:11 AM  
**To:** elaine.beeler@tncourts.gov; lisa.marsh@tncourts.gov  
**Cc:** Virginia Story; Heidi Macy; Kathryn Yarbrough  
**Subject:** FW: SUNNYSIDE LISTING AGREEMENT WAS NOT LEGALLY OBTAINED OR BINDING: IT WAS FORCED TO BE SIGNED UNDER EXTREME DURRES, WITHOUT EVEN HAVING EVER READ IT - WHICH IS ILLEGAL IN EVERY COURT OF LAW!!!

**Importance:** High

**Ms. Beeler,**

Please forward this email to Chancellor Binkley. If he doesn't have email, then please print this out and deliver it to him. I'm not sure how your communications work at the court house, but I read somewhere in the code about directly communicating with Judges, even in an ex parte capacity when needed. However, since Ms. Story is copied on this email, this should not be considered an ex parte communication.

I'd simply prefer that Chancellor Binkley have an opportunity to read my words as written by me, before Ms. Story has a chance to twist them into an even more horribly offensive lie again.

Thank you very much mam!

Jeff Fenton  
 Docket: #48419B

**From:** Jeff Fenton <jeff.fenton@live.com>  
**Sent:** Saturday, September 21, 2019 3:33 AM  
**To:** Tommy Anderson <tom@tommyanderson.us>; pmarlin@mcarthursanders.com  
**Cc:** lisa.marsh@tncourts.gov; elaine.beeler@tncourts.gov  
**Subject:** SUNNYSIDE LISTING AGREEMENT WAS NOT LEGALLY OBTAINED OR BINDING: IT WAS FORCED TO BE SIGNED UNDER EXTREME DURRES, WITHOUT EVEN HAVING EVER READ IT - WHICH IS ILLEGAL IN EVERY COURT OF LAW!!!  
**Importance:** High

**Mr. Anderson and Mr. Marlin,**

So what price range do you realistically estimate that our house would sell through at? And what range would that make our net sales price?

I'm sure that Bancorp South is interested in the idea, because they will most likely get wiped-out in a foreclosure, being in second place. BUT my main concern is how much money Fawn and I can expect (if any) to put into OUR pockets, after it is all done and sold?

Fawn and I already defaulted upon MY DUPLEX years ago, to prevent paying Bancorp South a balloon payment of \$30k, on what was then known as their 125% second mortgage HELOC product, which they

discontinued after the housing bubble burst, so that I couldn't refinance or replay the loan, without leveraging our Sunnyside home WITH FAWN'S HELP, which she was ABSOLUTELY NOT willing to do. Even though we had leveraged MY DUPLEX for over \$20k, to put INTO Sunnyside earlier, when we invested \$100k of improvements into Sunnyside within the FIRST YEAR that we owned it.

So I'm pretty familiar with the foreclosure process. [REDACTED]

[REDACTED] Fawn's father has spent his entire life in real estate, he has owned his own brokerage, and also spent decades working the financial end of the business. (While her brother is also an MBA.) [REDACTED]

[REDACTED] (Where she can earn \$100k per year, with a degree from MIT, while only having \$50k in revolving debt, but somehow she CAN'T AFFORD to pay her bills, BUT she can afford a NEVER ENDING attack by the MOST EXPENSIVE ATTORNEY in town! Eventually, that is going to begin garnering attention, no matter how duped people are by Fawn and Ms. Story's LIES, or how compassionately they can FEEL FAWN'S PAIN, without realizing that it is almost ENTIRELY SELF-INFLICTED, trying to get away from absolutely EVERY FINANCIAL OBLIGATION TO ME, while I played a CRUCIAL ROLE IN BUILDING HER ENTIRE CAREER!

So finally MY Duplex was sold at a Foreclosure Auction, for **\$160k!** Then, because of a decade worth of improvements, hard work, and money which I had put into the property, it was sold on the market **THREE MONTHS LATER** for **\$250k!**

We handed some lucky investor a **\$90k dollar profit (in THREE MONTHS)** for buying MY DUPLEX at a foreclosure auction (to save Fawn from another \$30k of debt, in HER NAME, while all of our MONEY and DEBTS were treated JOINTLY, regardless of whose name they were legally in). As some investor spent less than \$5k in improvements, because I had already spent a decade rebuilding the home from the ground up, with quality components you only find in nice custom homes, not in construction grade rentals. While I received absolutely nothing from the foreclosure auction, and the second to BCS was never paid at all.

Meanwhile, BCS never sent me a single statement, they never told me that I still owed them a dime, nor did they report any further active debts on my credit report, for THREE YEARS! After which, as my credit score improved this past year, out of the blue, BCS had their attorney SUE ME for not repaying the second mortgage, and WON a \$34k judgment against me... even though they left \$90k of MY EQUITY on the table, as a result of preferring a foreclosure auction than the risk of buying out the first and selling the property on the market. (That sounds like their POOR business decision, not MINE, so why do I still owe them? And since they had a security interest in MY DUPLEX, but it is GONE now, WHY are they legally able to perform a "swap of collateral" and now have a \$34k LEIN against our current home on SUNNYSIDE? That's messed-up more ways than I can articulate! All while the VP for the Maryland Farms Bancorp South Branch had been to my home, and KNEW that ALL my money and VALUE was IN MY DUPLEX (not in my person), and that I HAD no other assets, until Sunnyside came along.

So yes, I understand how this will benefit BCS, and how it will benefit Fawn by not being sued later by BCS, but no one has yet given me a clue how this auction, rendering me homeless, and throwing away a few HUNDRED GRAND of MY net worth, toward my quality of life now, as well as my retirement, along with nearly a decade of hard work, and my entire ROTH IRA retirement savings accounts, which were liquidated for the down payment on Sunnyside, will in ANY way benefit ME?

I will always love Fawn, despite how she has unilaterally destroyed both of our lives (largely thanks to menopause, and the hatred which her family holds for me). While I still feel her pain, and I have spent more diligence trying to convince Fawn of financial, housing, and tax strategies where SHE can ENJOY the prosperity and rewards of her career, with a much brighter future to look forward to, than she has dogmatically pursued without the slightest regard for the consequences. Which has BY FAR superseded any of my concerns for my own welfare, through this divorce. As Fawn has publicly mocked me, turned our friends and even MY NEIGHBORS against me, judging me harshly without even being able to SEE a single WRONG of her own. The TRUTH is, that no matter how badly I FEEL for Fawn, I have absolutely NO POWER to STOP

her from continuing to HURT US BOTH MORE! (My own attorney felt sorry for Fawn, even though he recognizes her complete SCAM against me. Because he earnestly believes that Fawn is in a NOSE DIVE, initiated by her choosing, regardless of the costs, but which she can no longer control.) That breaks my heart! Yet I can't protect her anymore, since her life's mission has become to destroy me. That was the worst part about the divorce, I had spent the past 15 years, protecting Fawn every way that I possibly could, even publicly inviting the blame for things which were HER fault, simply to protect her emotions (pride), to protect her career, and to protect her person. Then one day she woke-up and started believing that all the lies which we had told the World, about how every failure had been MY FAULT (since it is MUCH LESS IMPORTANT to ME, what other people think about me – as you can clearly SEE here) that somehow that fabricated narrative formed to PROTECT her, was ALL TRUE! That I was some kind of MONSTER and that she was the poor helpless VICTIM. Then her family started reinforcing those insane thoughts, and cheering her on towards dumping her "dead weight" (me)!

Then I was faced with the most heart-breaking reality, that I can't both PROTECT Fawn (as my heart desires, and had been MY MISSION since I met her), while DEFENDING myself against her ruthless unannounced attacks, at the same time. I either chose to die and walk off into the woods with nothing (which I can't bring myself to do), or she continues like the Tasmanian Devil in the cartoons, devaluing and destroying both of our lives, like a whirlwind, while trying to scare me off or snuff me out, without ever picturing a World where we could BOTH live through this, and rebuild our lives, to BOTH thrive again one day. Now, too much has been destroyed for me to ever realistically recover, but there is still the hope that one day she will find her way back home! To where her heart longs to be! Yet I can never play a role, be involved, or even know if she is ever fortunate enough to succeed in that. I truly hope and pray that she does though!

So while she has the six figure income which I helped her to reach and maintain, I've sacrificed my career, with us BOTH KNOWING and AGREEING that hers as a LICENSED ARCHITECT, has WAY MORE earning potential than mine. As a result, we BOTH DECIDED TOGETHER, that Fawn's primary role was to MAKE THE MONEY, while my primary role was to MAKE THE MONEY WORK FOR US! While I also filled EVERY GAP in our lives, supporting her both at home and at work, while entirely managing our household. Revolving my life around hers, and pursuing some small business ventures in my "spare" time. I WORKED CONSTANTLY! Yet now that PRINTING is no longer a significant industry in Nashville (where I once made \$24 per hour, 15 YEARS AGO!), I'd be lucky to earn \$25 - \$30k per year now (with merely a high-school diploma and some self-taught but SLOW skills – due to my handicaps).

Without me having at least some realistic projections (that I believe are plausible), which are somewhat satisfactory to me, at least meeting the bottom-end of my basic needs, I will NEVER sign a sales contract. At the same time, let me NOTIFY you herein, that your LISTING AGREEMENT which I signed in court under extreme duress, was coerced illegally, without me EVER HAVING EVEN READ THE DOCUMENT, STILL TO THIS DAY, nor with the court allowing me the opportunity and time to do so, then and there upon demand. (I NEVER read it, because I NEVER planned to sign it, and I didn't believe that ANYONE had the authority to DEMAND that I SIGN MY NAME to something which I DO NOT AGREE WITH or CONSENT TO! Which is the entire purpose behind SIGNING any DOCUMENT!) IF the court has the authority and the desire to FORCE the sale of MY HOME, regardless of my wishes, then let the JUDGE sign the Listing Agreement HIMSELF, or to order that MY HOME be sold without my signature, leaving me out of the transaction all together! No disrespect intended to the court or the Judge, but I never expected for a Judge to coerce and yell at me to commit an illegal act, in a court room, under the threat of incarceration, ENTIRELY based upon the OUTRAGEOUS LIES of Ms. Story, which for some reason Chancellor Binkley chose to believe without question. Ms. Story could have just as well been sitting at the bench, while cracking a whip at me!

Consequentially, your LISTING AGREEMENT with my coerced signature under extreme duress, without even having been allowed time to read your document, you are HEREIN NOTIFIED is now and forever declared NULL/VOID/CANCELLED and NEVER legally existed in the FIRST PLACE! Should you choose to move forward with this listing and auction anyways without my express permission AFTER the date of this email, coming directly from me, (by NEGOTIATION NOT FORCE), then I will be forced to pursue every legal remedy available to me, against your company, both collectively and individually, including complaints to the Real

Estate Commission, and other agencies focused on professional accountability and consumer protections, along with the traditional court systems.

I honestly don't know either of you, nor do I wish either of you any harm. You have simply been solicited by Ms. Story, into a huge war zone, where her and Ms. Fenton are in the process of committing a FRAUD which has been so skillfully and ruthlessly planned and executed, that it is not even noticeable to the unsuspecting eye, where a great deal of education and argument is required simply to begin to SEE the SCAM which they have collectively waged against me here.

While most people are too afraid of Ms. Story to confront her as I am (which shall only escalate, drawing in larger and larger audiences, until FAIRNESS is found), the consequence of taking EVERYTHING which someone has, and leaving them homeless, broke, and abused, is that person can confront ANYONE in a LEGAL manner (civil suits are irrelevant, since I am "uncollectable"), unless I commit a criminal act and am incarcerated (while Ms. Story has committed at least TEN criminal acts, maybe even a HUNDRED, to each ONE of mine) than there is HONESTLY NOTHING WHICH SHE CAN DO TO HURT ME MORE, THAN SHE IS, HAS, AND OTHERWISE WOULD REGARDLESS! That is the price of GREED! To take SO MUCH from someone, that there is LITERALLY NOTHING LEFT TO THREATEN TO TAKE FROM THEM!

Anyhow, I expressly REVOKE my signature on that listing agreement, and declare it cancelled, never legally executed, null and void, as I am now clearly notifying you.

While despite what lies which Ms. Story will probably tell you, the court order DOES NOT give Fawn the AUTHORITY to sign the LISTING AGREEMENT for me (hence the Judge yelling at me and threatening me to sign it). The court ONLY gave Fawn permission to sign any subsequent documents for closing, without me. (Because "logistically it could be difficult with me in Michigan" she declared in court, while that is done in title companies EVERY DAY, across the Country! (She just wanted CONTROL over the process after I signed the listing agreement, not expecting for me to stand-up for my rights, and challenge both HER and the Judge's actions during that portion of our hearing.)

I'm not completely opposed to selling our home anymore, after being allowed to peacefully pack and MOVE all of MY PERSONAL PROPERTY to MICHIGAN, nor am I afraid in the slightest bit about our home foreclosing (like Fawn let MY HOME), because without some sort of executed settlement-agreement or MDA BEFORE the sale, I will receive EXACTLY the same amount either way. Which is NOTHING! So NOW is the time for them to cut a deal and be a TINY bit fair to me, if ever they want me to VOLUNTARILY SACRIFICE EVERYTING which I have worked for MY ENTIRE LIFE!

Doesn't that sound reasonable and FAIR?

So please tell me, with a range of firmer numbers, HOW MUCH can I realistically EXPECT to walk with, if I ever allow you to AUCTION MY HOME?

While asking you now for the third time, you don't seem to want to offer me any projections, instead of an apology afterwards.

Hence as explained, my signature was coerced illegally (EVEN IF BY A TRIAL COURT JUDGE), and will NOT stand-up to both documented and recorded scrutiny, in the eyes of the Tennessee Real Estate Commission, nor in the eyes of any Appellate Court, whether on a State or Federal level, which is where this is going next, should it be sold despite my expressed demands that it NOT BE!

I HOPE that you will value the future of your professions and your business, more than this opportunity to make a quick buck. I'm sorry that you've been "strung-along" by Ms. Story, but believe me, I played absolutely NO ROLE in that.

I wish you both the BEST in your professional futures!


Sincerely,

Jeff Fenton  
1986 Sunnyside Drive  
Brentwood, TN 37027



**2019-09-25 Ms. Story's Secret Weapon to Supersede Tennessee State Laws with Federal, to SELL and DISCARD MY "PROTECTED INCOME & ASSETS"**

**THIS IS PROOF OF STRATEGICALLY MANIPULATING MS. FENTON'S BANKRUPTCY SPECIFICALLY TO HARM ME MORE – SERIOUS FEDERAL CRIMES VIA ADA, FED & BK LAWS**

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



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

IN RE:	)		
	)		
FAWN ██████ FENTON	)	CHAPTER	13
102 ██████ ██████	)	CASE NO:	19-02693
BRENTWOOD, TN 37027	)	JUDGE	WALKER
SSN: XXX-XX-2065	)		
	)		
DEBTOR	)		

**ORDER GRANTING EXPEDITED MOTION TO SELL REAL ESTATE AND PERSONAL PROPERTY**

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

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

IT IS SO ORDERED.

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

Case 3:19-bk-02693 Doc 66 Filed 09/27/19 Entered 09/27/19 11:34:45 Desc Main Document Page 1 of 2

APPROVED FOR ENTRY:

/s/ Alex Koval

Alex Koval  
ROTHSCHILD & AUSBROOKS, PLLC  
Attorney for Debtor(s)  
1222 16<sup>th</sup> Avenue South, Suite 12  
Nashville, TN 37212-2926  
(615) 242-3996 (telephone)  
(615) 242-2003 (facsimile)  
[notice@rothschildbklaw.com](mailto:notice@rothschildbklaw.com)

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

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

737 ROTHSCHILD & AUSBROOKS IS ALSO LIABLE FOR INTENTIONALLY  
738 MANIPULATING THE BANKRUPTCY (BK & ADA CRIME) FAILING TO DISCLOSE MY

739 INVESTMENT IN HOME, DENYING ME NOTICE, HIDING FINANCIAL SUPPORT  
740 WHICH I CONTINUED TO RECEIVE FROM MS. FENTON AFTER BK FILE DATE.

741

742

**2019-09-26 Letter from Virginia Lee Story Valuing MY Personal Property at \$3,000 Claiming that it is not “Financially Responsible” to Keep & Move**  
**WARNING ABOUT MOTION SHE IS FILING TO SELL & GET RID OF ALL MY PERSONAL PROPERTY REMAINING IN MY HOME – WHICH SHE FORCED ME TO VACATE WITHOUT UNLESS I PAY HER FOR PACKING, STORAGE, AND MOVING (AGAIN: THE POLAR OPPOSITE WHAT SHE PROMISED IN COURT)**



Virginia Lee Story  
virginia@mlaw.org

Joanie L. Abernathy  
joanie@mlaw.org

Neil Campbell  
neil@mlaw.org

Kathryn L. Yarbrough  
kyarbrough@mlaw.org

Of Counsel:  
James E. Story,  
Attorney at Law

Marissa L. Walters  
marissa@mlaw.org

HISTORIC DOWNTOWN  
FRANKLIN, TENNESSEE  
136 Fourth Avenue South  
Franklin, TN 37064

OFFICE (615) 790-1778  
FAX (615) 790-7468

*Law Firm in Kentucky*

September 26, 2019

**Via First Class Mail and E-Mail**

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

Re: **Fawn Tiffany Fenton vs. Jeffrey Ryan Fenton**  
**Williamson County Chancery Court No. 48419B**

Dear Mr. Fenton:

To follow up on correspondence sent to you on September 16, 2019, we never received any information on a storage unit you would like to use to store the extensive list of items you wish to retain from the Sunnyside residence. Therefore, Ms. Fenton took it upon herself to obtain a quote from Fox Moving and Storing to have these items packed, moved and stored. **The quote is attached hereto.** As you can see, the cost for packing only your personal items (i.e. remaining clothing, photos, etc.) is \$639.00. The cost for moving the larger items and your personal items is \$2,895.00. This would include moving the items to Fox’s storage facility in Nashville. The cost to store these items in their storage facility would be approximately \$495.00 per month. Finally, to have all of these items packed and moved to Michigan, the cost would be over \$6,000.00.

At this point, it is our position that moving the items to Michigan is not financially responsible but that is up to you if you want to use any proceeds you received to have your items shipped. It is our position and that of Mr. Anderson’s that the entire value of the remaining contents of the home is only approximately \$3,000.00, therefore the cost to move and store these items far outweighs their worth. However, if you would like for the items to be packed and stored in the Fox storage facility in Nashville then you will need to send a check to my office in the amount of \$3,534.00 no later than next Wednesday, October 2, 2019, made payable to Fawn Fenton and she will schedule the movers and the storage facility for one month until you decide if you want to have the items moved to Michigan. The only other option is to have the remaining property sold and any proceeds will be placed in the Clerk & Masters office for distribution at a later date. We will go ahead and file a Motion with the Court to sell or otherwise get rid of all remaining items in the home in the event that you do not agree to pay the cost for packing, moving and storing the items that you wish to retain.

williamsoncountyattorneys.com

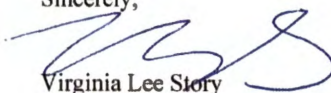
Role: Fawn's Law Mediator

Jeffrey Fenton  
September 26, 2019  
Page 2

Finally, you still have not disclosed where all of your guns are located. Please advise where they are located with the contact information or whether you have taken them with you to Michigan. If you have any guns in your possession, please provide an itemized list of all guns that you removed, manufacturers, and models.

I thank you in advance for your prompt response to these time sensitive matters.

Sincerely,



Virginia Lee Story  
Attorney at Law

Enclosure  
cc: Ms. Fawn Fenton

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

**Fox Moving and Storage**  
5030 Harding Place  
Nashville, TN 37211  
DOT: 1670280, MC: 613943  
[www.foxmoving.net](http://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](mailto: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**

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

<b>Reference #</b>	<b>Customer:</b>	<b>Move Date:</b>
1475587	<u>Fawn Fenton, 615-333-7377</u>	9/26/2019

<b>Garage</b>			
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
<b>Kitchen</b>			
Microwave	Qty: 1	4 Cuft	28 Lbs
Box, Medium	Qty: 3	9 Cuft	63 Lbs
Box, Dish-Pack	Qty: 1	6 Cuft	42 Lbs
<b>Living Room</b>			
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
<b>Dining Room</b>			
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
<b>Bedroom</b>			
Box, Medium	Qty: 1	3 Cuft	21 Lbs
Desk Chair	Qty: 1	5 Cuft	35 Lbs
Ottoman	Qty: 1	5 Cuft	35 Lbs
<b>Office</b>			
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
<b>Bedroom #2</b>			
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
<b>Bathroom</b>			
Box, Medium	Qty: 2	6 Cuft	42 Lbs
Bookshelf	Qty: 1	5 Cuft	35 Lbs
<b>Master Bedroom</b>			
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
<b>Family Room</b>			
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](http://www.HNDREALTY.COM)  
**(615) 969-5819**



**2019-09-26 MOTION TO SELL REMAINING CONTENTS OF MARITAL RESIDENCE Filed by Attorney Virginia Lee Story**

COPY

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE  
AT FRANKLIN

2019 SEP 26 PM 12:37

FAWN [REDACTED] FENTON,  
Plaintiff/Wife, )

FILED FOR ENTRY \_\_\_\_\_

v. )

No. 48419B

JEFFREY RYAN FENTON,  
Defendant/Husband. )

**MOTION TO SELL REMAINING CONTENTS OF MARITAL RESIDENCE**

COMES NOW the Plaintiff/Wife, Fawn [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

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

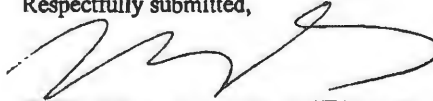
help pack and move the property he tagged. Counsel requested that a storage facility be secured if Husband wanted his items stored. At this point, Wife has no choice but to move the items to the basement that Husband has tagged so that the house is presentable for auction. However, after the auction 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](mailto: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 26<sup>th</sup> day of September 2019.

  
**VIRGINIA LEE STORY**

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

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

**Fox Moving and Storage - Your Moving Estimate!**

Dear Fawn Fenton:

My name is **Amanda Smith** and I have been assigned as your Certified Moving Consultant. My email is [amanda@foxmoving.com](mailto: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**



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

<b>Reference #</b>	<b>Customer:</b>	<b>Move Date:</b>
1475587	Fawn Fenton, 615-333-7377	9/26/2019

<b>Garage</b>			
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
<b>Kitchen</b>			
Microwave	Qty: 1	4 Cuft	28 Lbs
Box, Medium	Qty: 3	9 Cuft	63 Lbs
Box, Dish-Pack	Qty: 1	6 Cuft	42 Lbs
<b>Living Room</b>			
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
<b>Dining Room</b>			
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
<b>Bedroom</b>			
Box, Medium	Qty: 1	3 Cuft	21 Lbs
Desk Chair	Qty: 1	5 Cuft	35 Lbs
Ottoman	Qty: 1	5 Cuft	35 Lbs
<b>Office</b>			
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
<b>Bedroom #2</b>			
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
<b>Bathroom</b>			
Box, Medium	Qty: 2	6 Cuft	42 Lbs
Bookshelf	Qty: 1	5 Cuft	35 Lbs
<b>Master Bedroom</b>			
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
<b>Family Room</b>			
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](http://WWW.HNDREALTY.COM)**  
**(615) 969-5819**



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

**FAWN TIFFANY FENTON,** )  
Plaintiff/Wife, )  
 )  
v. ) **No. 48419B**  
 )  
**JEFFREY RYAN FENTON,** )  
Defendant/Husband. )

**NOTICE OF ELECTRONICALLY TRANSMITTED DOCUMENT  
PURSUANT TO T.R.C.P RULE 5.02**

Pursuant to Rule 5.02(2)(a) of the Tennessee Rules of Civil Procedure, Plaintiff, Fawn Fenton, by and through her attorney of record, Virginia Lee Story, hereby serves this Notice of Electronically Transmitted Documents upon Defendant, Jeffrey Ryan Fenton as follows:

**Document(s) Transmitted:** **MOTION TO SELL REMAINING  
CONTENTS OF MARITAL  
RESIDENCE**

**Number of pages:** 8

**Sender's Name and  
Email Address:** Kathryn L. Yarbrough  
[kyarbrough@tnlaw.org](mailto:kyarbrough@tnlaw.org)  
on behalf of Virginia Lee Story

**Name/ E-mail Address  
of Recipient(s):** Jeffrey Ryan Fenton  
[Jeff@meticulous.tech](mailto:Jeff@meticulous.tech)

*If you did not receive the above listed document(s), please notify the sender immediately to receive an electronic or physical copy of this document.*

**2019-09-26 Email to Ms. Story Pleading to Allow me to Come Pickup MY PERSONAL PROPERTY Rather than her Discarding It**

743 From: Jeff Fenton  
744 Sent: Thursday, September 26, 2019 9:18 PM  
745 To: Virginia Story <virginia@tnlaw.org>; elaine.beeler@tncourts.gov  
746 Cc: Heidi Macy <Heidi@tnlaw.org>; Kathryn Yarbrough <kyarbrough@tnlaw.org>  
747 Subject: RE: Fenton v. Fenton  
748 Importance: High

749 Ms. Story,

750 Of course, I have many corrections to make to your letter and your subsequent  
751 motion which you sent me, but I will wait to address those in my response and  
752 counterclaim to the court.

753 Has the date of this auction been changed to sometime in October now, rather than  
754 this Friday? I am confused, can you please clarify?

755 Also, are you willing to hold this trial over the phone, with me remaining in  
756 Michigan, as you promised previously in court, for our October 21st hearing? That way I  
757 won't be forced to drive over the Cincinnati bridge again, as you know how much that  
758 terrifies me.

759 The only exception which I hope to make, will be to pack, pickup, and move my  
760 personal property back to Michigan, as I am legally entitled, and have been previously  
761 promised. Although the property is worth much more to me than your estimates, although  
762 I need much of it in order to be able to earn a living, as I believe that a remote job over the  
763 computer while taking tech classes online to improve my vocational certifications, will be  
764 my most realistic and advantageous means of supporting myself in this season, which is

765 exactly what most of my office and phone equipment was previously used for, which  
766 would be helpful to already have here, to help pay for my meds, counseling, and food, all  
767 which my mother can no longer cash-flow monthly while paying. (She informed me that  
768 her father had left her some bonds, which matured every month or two, supplementing  
769 her income for some time. Regretfully, the bonds are all gone now, so she is now stuck  
770 with a balance on her credit card (she doesn't believe in accruing debt except for a house  
771 or vehicle purchase, hence she only has one card), which now (due to my expenses) is  
772 accruing interest for the first time in years.

773 I applied for a job at an orchard today, paying \$10 per hour for seasonal help, but  
774 they said they believe the position has already been filled. Unless you have a college degree  
775 or work in a skilled trade around here, most of the work is low paying retail positions,  
776 which simply can't support me. I still keep applying for them, having no other alternatives  
777 currently.

778 The best opportunities which I've seen so far, using the skills and equipment which  
779 I already own, is working "remotely" (simultaneously online and over the phone), which  
780 I have previously been successful with. That is what much of my equipment in my office  
781 was from, as well as the wiring, connectors, electronic components, and tools (which are  
782 mainly located in the garage and crawl space, inside the storage bins). So I really need all  
783 that equipment back, as well as my bedroom furniture, and most of the rest of my personal  
784 property. I guess that I could let go of the pool table, the ping pong table, Ms. Fenton's old  
785 bed, the blue couch in the bonus room, as well as the weight set. Of course I must lose my  
786 \$5k Fort Knox gun vault, since it weighs 1,200 lbs, and I simply can't afford to move it.

787 As for the rest, regardless of what they are “worth” at garage sale or auction prices,  
788 they are worth a lot more to me and are absolutely vital to me being able to support myself  
789 and to ever even hope of living independently again. (Unless Mrs. Fenton would prefer to  
790 buy me all new stuff, with her proceeds from the sale, because it’s not worth either of your  
791 time or trouble to simply allow me to come get my stuff.) I wish that I had been allowed  
792 to take all my personal property with me when I vacated the property. All my friends and  
793 family are astounded that you and the court insisted that I not even take my own personal  
794 property, which admittedly by Mrs. Fenton are clearly mine and not “marital property”,  
795 any more than her stuff inside her apartment and her storage space. Much of my stuff at  
796 the house, I owned before meeting Mrs. Fenton, and some (like my brand new bed), my  
797 mother purchased for me only a few months ago, at a cost of around \$1,500. As for a  
798 substantial amount of my “other” stuff, it is needed for different occupations which I’ve  
799 had through the years, without which I can’t even attempt to earn a living here. I thought  
800 that Tennessee laws prohibited the courts or anyone from taking away the tools of a  
801 person’s trade, as well as the \$10k worth of personal property exemptions, which I’ve  
802 already sent you a court stamped list of. I really don’t even understand how this can legally  
803 even be the matter of a motion. I’m going to return to Nashville at least one more time  
804 either way, so why would I not be allowed a week to pack up my stuff and move it myself,  
805 without any of the crazy costs which you quoted for hiring professionals to pack, store,  
806 and move everything?

807 Just as a logical rule of survival, when I have no income, and I have no job, I  
808 don’t/can’t pay others to perform work, which I am completely capable of doing myself.

809 Sure, I might dread crossing over the Cincinnati bridge, but I would only need to  
810 do that once (while driving), as I could take public transportation down there, then rent  
811 a one way U-Haul to drive home, which is exactly what I have been planning, since being  
812 forced to vacate prior to moving, so you could facilitate the auction. It is only a one-day  
813 drive, only five minutes of which terrifies me. Even if I have \$50k in proceeds which are  
814 mine, as a result of auctioning my home (which I doubt that I'll realistically receive a third  
815 of), I would never pay someone \$5k for work which I could perform in a week or two! That  
816 is more money than I can make in TWO or THREE MONTHS of hard labor! Sure, when  
817 you make the "big bucks" like you and Mrs. Fenton, you can hire companies to do the  
818 more difficult and less enjoyable tasks in life (if you choose), but at my pay grade, I can't  
819 afford to hire anyone to do anything, which I can physically do myself. Heck, even Mrs.  
820 Fenton moved most of her personal property herself, renting a U-Haul van once or twice,  
821 while taking a bunch of trips in her car, as I helped her pack and load most of it. She only  
822 hired two-guys on one occasion, for a couple of hours, paying less than \$200 I believe.

823 The prices which you are quoting are simply beyond the means and lifestyle which  
824 we have shared together. We even did most of our own "work" when we moved to  
825 Sunnyside from my Duplex. Outsourcing a move all the way back to Michigan, is simply  
826 out of the question.

827 So what I desperately need to know, is how soon can I travel back and have one  
828 week alone on my property, inside my home, to pack and move my stuff, without ever  
829 costing you, Mrs. Fenton, or my share of the sales proceeds, anything?

830 I need every possible penny of my sales proceeds to first pay back my mother the  
831 \$20k which she has loaned me to merely survive the past year and a half, with only partial

832 financial support from Mrs. Fenton, as I tried to research and defend myself (after she  
833 reneged upon hiring legal for me, as she had promised), while I also tried endlessly to  
834 negotiate a settlement with her, which seemed to change the course of my life daily, while  
835 I prepared and tried to get roommates to alleviate our expenses, to reduce our debts,  
836 which Mrs. Fenton agreed to originally but then without warning, had me served legal  
837 papers which prevented. As I also sought a lot more counseling, adjusting my meds, and  
838 mental health care for my handicaps, which were seriously exacerbated (beyond words)  
839 by Mrs. Fenton's secretly planned and executed divorce, which caught me completely by  
840 surprise, devastating nearly everything which I have worked for in my life to date. (Except  
841 for that little bit of my Personal Property which for some reason you are holding hostage.)  
842 It is worth nothing to you, it is worth everything (that I have left) to me. Yet so far I have  
843 been forced to leave it there. Other than to harm me, I can't think of any reason for such  
844 a request by you or such an order (though the Chancellor had received some  
845 misinformation, and I believe that he misunderstood what I had really done). Either way,  
846 I was assured in court, that I could return to get my personal property, after the auction,  
847 while waiting the 30 days for the closing.

848 The sooner that I'm allowed to come right after the auction, to pack and move my  
849 stuff, the more likely not to interfere with a quick closing, should the buyer be financially  
850 able.

851 So please advise me when the auction is currently scheduled for, and what needs  
852 to be done so that I am permitted to come pack and move my stuff, as I have been  
853 promised and am legally entitled, without suffering further financial harm.

854 Even if I'm fortunate enough to receive the \$20k from the sale proceeds, to repay  
855 my mother, that doesn't repay me one cent of my nearly \$50k of personal monies, which  
856 I invested both into the down payment, during the purchase of Sunnyside, nor the nearly  
857 \$100k of improvements, we put into the home within the first year. Most of those funds  
858 came from my pre-marital retirement funds, and my pre-marital equity in my duplex,  
859 along with my real estate commissions, and later more money taken out of my duplex  
860 again. Without receiving as much of that money back as possible (beyond the \$20k which  
861 I owe my mom for consumables, since Mrs. Fenton abandoned me), I will have absolutely  
862 NOTHING saved towards a health emergency or any sort of retirement, I won't have a  
863 penny to one day put towards a down payment upon another (much more modest) home,  
864 I won't have anything to help fund my vocational rehabilitation, or even any practical  
865 means of paying for mental health care or health insurance, probably for years yet to  
866 come.

867 This relatively small amount of money may be trivial to you and Mrs. Fenton, but  
868 unless I receive some significant vocational rehabilitation and transitional alimony  
869 payments from her, for years to come, then this money is absolutely CRITICAL to my very  
870 survival! I CAN'T afford to waste a single penny of it, on work which I can and am  
871 physically able to do myself.

872 So please, inform me as to when the auction is scheduled, as I will need as much  
873 time to plan my trip as possible, as well as what needs to be done to allow my access inside  
874 my home, for at least a solid week, between the time of the auction and the closing within  
875 thirty days. I can't afford to take a moment of this time for granted, and from what you  
876 state regarding Mrs. Fenton's finances, she can't afford to waste a bit of this opportunity

877 either, for me to come there, pack, and MOVE without fees for third party services, which  
878 neither of us can afford, or would ever be reasonable, provided that I am ready and able  
879 to come perform the work today.

880 Not one moment should be taken for granted, in case the purchaser becomes  
881 capable of closing quicker. Any additional loss forced by another party, in addition to the  
882 absolutely unfathomable and unrecoverable loss, which I am already suffering, with the  
883 loss of my home, along with everything (both pre-marital and marital) which I have  
884 invested into it, I certainly hope that the court would force the obstructive party to pay for  
885 and/or reimburse.

886 Thanks to the completely unilateral choices and decisions of Mrs. Fenton, these  
887 funds are literally the life-blood of a homeless man now!

888 Please inform me how and when I can come get MY STUFF.

889 Sincerely,

890 Jeffrey Ryan Fenton

891 Docket: #48419B

892 From: Kathryn Yarbrough <[kyarbrough@tnlaw.org](mailto:kyarbrough@tnlaw.org)>

893 Sent: Thursday, September 26, 2019 2:11 PM

894 To: Jeff Fenton [Jeff@Meticulous.tech](mailto:Jeff@Meticulous.tech)

895 Cc: Virginia Story <[virginia@tnlaw.org](mailto:virginia@tnlaw.org)>; Heidi Macy <[Heidi@tnlaw.org](mailto:Heidi@tnlaw.org)>

896 Subject: Fenton v. Fenton

897 Mr. Fenton,

898 Attached please find correspondence which is also being sent to you via US Mail.



899 Kathryn L. Yarbrough  
900 Story, Abernathy, & Campbell, PLLP  
901 136 Fourth Avenue South  
902 Franklin, TN 37064  
903 615-790-1778  
904 kyarbrough@tnlaw.org

**2019-10-08 HAVING BEEN RENDERED LITERALLY HOMELESS BY THE COURT, UNDER FORCED EVICTION BY WCSO AT MS. STORY'S REQUEST AND JUDGE BINKLEY'S HARSH AND UNEXPLAINED ORDER, CLAIMING THAT I'M REPRESENTING THAT I KNOW THE ENTIRE LAW, SINCE FINANCIALLY FORCED TO REPRESENT MYSELF "PRO SE". HE SAID HE WASN'T WASTING 4-HOURS TO TRY TO BE NICE TO ME AND EXPLAIN THE REASON FOR HIS ORDER (TRIAL WAS ONLY 30-MINUTES, OF WHICH I ONLY SPOKE 7.1 MIN!)**

905

**2019-12-05 Ms. Fenton Filed Bankruptcy on Ms. Story for \$11,514.50!**  
**WHOSE INTERESTS ARE MS. STORY REALLY REPRESENTING?**

906 Although Ms. Fenton and Ms. Story KNOW without question the CRIMES which  
907 they have both committed against me, while also KNOWING without doubt that I have  
908 and can produce IRREFUTABLE EVIDENCE (if fully “equally” considered, whether in  
909 this Court, Federal Court, or in the 6<sup>th</sup> Circuit Federal Court of Appeals), despite the  
910 massive disparity between us. Ms. Story is banking on her likely success at disproving the  
911 validity of the LAW and the equal protections therein, knowing sadly that which is far  
912 more powerful than the LAW, is those whom we TRUST to “serve under” and “administer”  
913 the LAW for the benefit of ALL PEOPLE in the State of Tennessee!

914 There can be no “rule” or “procedure” or “timeline” which is of greater VALUE to  
915 the INTEGRITY of the State of Tennessee’s JUDICIAL SYSTEM, than to INQUISITIVELY  
916 ALLOW and even ASSIST in the UNCOVERING of the TRUTH! Despite the POWER of  
917 those who wish to silence and hide the TRUTH, for their ill-gotten gains. Otherwise, the  
918 “Judicial System” ceases to contain relevance, value, and PROTECTION for the vast  
919 majority of PEOPLE residing in the State of Tennessee!

920 **Ms. Fenton filed for bankruptcy on a debt of \$11,514.50 owed to**  
921 **Attorney Virginia Lee Story on 12/05/2019. I do NOT believe that Ms. Story is still**  
922 **acting ON BEHALF and at the continued REQUESTS of Ms. Fenton!** I believe that  
923 Attorney Virginia Lee Story is acting ON HER OWN BEHALF, without regard or care for  
924 the costs, financial or otherwise. Whether to herself or to Ms. Fenton, purely to  
925 demonstrate her POWER and PUNISH ME for daring to EXPOSE the litigious abuse  
926 which I believe to have suffered as a result of Ms. Story’s LESS THAN “honest, fair, and

927 integritous” actions throughout this case. I believe for no other purpose than to financially  
 928 and litigiously DOMINATE and further ABUSE me. Each day causing me exponentially  
 929 greater harm, HOLDING MY FREEDOM HOSTAGE, for SPORT! Refusing to RELEASE  
 930 ME to move forward in my life!

4.9 <b>Virginia Lee Story</b> Nonpriority Creditor's Name <b>Attn: Officer Manager or Agent</b> <b>136 Fourth Ave. South</b> <b>Franklin, TN 37064</b> Number Street City State Zip Code Who incurred the debt? Check one. <input checked="" type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input type="checkbox"/> Check if this claim is for a community debt Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Last 4 digits of account number <b>\$11,514.50</b> When was the debt incurred? As of the date you file, the claim is: Check all that apply <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Type of NONPRIORITY unsecured claim:</b> <input type="checkbox"/> Student loans <input type="checkbox"/> Obligations arising out of a separation agreement or divorce that you did not report as priority claims <input type="checkbox"/> Debts to pension or profit-sharing plans, and other similar debts <input checked="" type="checkbox"/> Other. Specify <b>Attorney Fees - Divorce Proceeding</b>
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**Case 3:19-bk-02693 Doc 75 Filed 12/05/19 Entered 12/05/19 11:41:48 Desc Main Document Page 22 of 52**

931 **I BEG THE COURT TO PLEASE require Ms. Story to obtain and produce**  
 932 **an UPDATED SIGNED REPRESENTATION CONTRACT with Ms. Fenton,**  
 933 **proving that her actions continue to represent the REQUESTS of MS. FENTON, and Ms.**  
 934 **Fenton’s BEST INTERESTS, rather than Ms. Story’s. Furthermore, I PRAY that the Court**  
 935 **PLEASE require MS. STORY to PRODUCE a signed LETTER from Ms. Fenton, proving**  
 936 **that it is BY HER EXPRESS REQUEST that the Court has EXTENDED the “Order of**  
 937 **Protection” against me, for another 5-YEARS.**

938 This action is OUT OF CHARACTER and simply illogical for Ms. Fenton, as there  
 939 is ZERO benefit to her, while it absolutely GUARANTEES that I CAN NOT MOVE  
 940 FORWARD UNTIL CURED! Despite the tremendous losses suffered by us BOTH as a  
 941 result of this divorce, **I do NOT believe that Ms. Fenton would be a PARTY to**

942 **such furtherance of totally nonproductive and worthless harm, while**  
943 **increasing the risks of her own exposure.** The ONLY thing that the “Order of  
944 Protection” is factually based upon are a handful of distressed text messages after  
945 discovering the catastrophic loss of everything in my life, while yet never once uttering  
946 the slightest threat to her person, the sanctity of her home, or jeopardizing her safety!  
947 While I have repeatedly offered to substitute a mutual lifetime “hold harmless” agreement  
948 to protect every REAL interest and potential concern in her LIFE, for the rest of her LIFE!

949 To leave Ms. Fenton EXPOSED to the REAL legal consequences of her actions  
950 against me, through the bankruptcy, the forced sale of our home, complete deprivation of  
951 all support, while being our family’s voluntary primary breadwinner for over a decade,  
952 and our family’s ONLY breadwinner (by HER choice) for the final couple of years of our  
953 marriage, all without NOTICE, is legally AGAINST HER BEST INTERESTS! There is NO  
954 WAY that can possibly benefit her! While leaving me no course for cure other than to  
955 expose her honestly ill sought actions, needing to reveal the true motives behind them.  
956 Placing her in a position of possibly becoming legally and even criminally held  
957 accountable for what she HAS done, simply so that I can obtain the restoration of MY  
958 FREEDOM to move forward!

959 I have no DESIRE to do that! I have NO AGENDA for seeking restitution or  
960 damages from Ms. Fenton unless I am FORCED to satisfy the \$75,000 minimum to  
961 escalate this case to Federal Court. (Working my way over to the United States Court of  
962 Appeals for the Sixth Circuit, to hopefully find an “impartial tribunal” who will END this  
963 madness!) Though that would probably TAKE TWO MORE YEARS of MY LIFE! All  
964 because I am DUE (if nothing else) to have my NAME, my REPUTATION, and MY

965 RIGHTS AS A UNITED STATES CITIZEN RESTORED, whether Tennessee refuses to  
966 recognize and correct that or not!

967 While the justification for escalating this case to a Federal Court includes the  
968 violation of my 14<sup>th</sup> Amendment Rights to Equal and Due Process, prior to the deprivation  
969 of both my “property interest” in my only INCOME stream, that being my rental income,  
970 which I don’t believe could be legally terminated without meaningful provision to replace  
971 it, without displacing ME.

972 Likewise, the violation of my Constitutional 14<sup>th</sup> Amendment Rights as a United  
973 States Citizen to Equal and Due Process, PRIOR to the deprivation of my “property  
974 interest” in my HOME, and the totality of my life’s savings, without NOTICE adequate to  
975 provide me with an opportunity to SAVE my property interest, or to at the very least allow  
976 me to mitigate my losses in that property. All which I believe were intentionally deprived!

977 At the same time, I have suffered an obscene amount of strategically targeted  
978 damages, intentionally exploiting my KNOWN and fully disclosed disabilities, purely for  
979 financial and legal leverage to cheat me out of an “equitable” divorce.

980 This is a severe violation of the Americans with Disabilities Act of 1990, along with  
981 Tennessee’s corresponding laws. Bringing with it not only Federal oversight, but steep  
982 penalties to anyone found responsible for harm.

983 As Ms. Fenton, her bankruptcy attorney Ms. Ausbrooks, and Ms. Story have  
984 strategically withheld any information during the bankruptcy filing about both MY  
985 INVESTMENT IN AND EQUAL OWNERSHIP OF OUR JOINTLY DEEDED HOME, AS  
986 WELL AS INTENTIONALLY “MISSING” EVERY DISCLOSURE REQUIRED ON HER

987 BANKRUPTCY FORMS FOR ANY SUPPORT OBLIGATIONS WHICH MS. FENTON  
988 HAD, AND CONTINUED TO PAY AFTER THE DATE OF HER BANKRUPTCY FILING!

989 DENYING me ANY path and means to live through this divorce while remaining  
990 in Middle Tennessee, where I had lived the past 25-years of my life without incident.  
991 Instead, being forced into the streets penniless, from a beautiful half-million-dollar  
992 Brentwood home, where my life savings and the past decade of my work were  
993 painstakingly invested, without so much as a warning, notice, or acknowledgment about  
994 Ms. Fenton's pending financial failure, despite the fact that we were still communicating  
995 on GOOD TERMS the time when Ms. Fenton secretly FILED BANKRUPTCY. (While the  
996 last I knew, Ms. Fenton also wanted to REMAIN FRIENDS with me after our divorce,  
997 having attended Counseling with me just a few months prior, for EXACTLY that purpose!)

998 Bringing us to another legal justification for escalating this case to Federal Court,  
999 the multiple levels and acts of Bankruptcy Fraud committed by Ms. Fenton (and I believe  
1000 her Counsel), which I can exhaustively PROVE! (I don't WANT to do that, but if I am  
1001 FORCED merely to SURVIVE and FREE myself from Ms. Story & Chancellor Binkley's  
1002 NOOSE, then I have no choice.) Upon which Ms. Fenton could face a damaging amount  
1003 of legal exposure and financial expense, without adding one iota of benefit to her life by  
1004 choosing that unnecessary path. **Forcing me to continue fighting to simply GET**  
1005 **FREE, so that I can MOVE FORWARD with MY LIFE again!** (While I am still  
1006 penniless, without provision or vocational training, and needing to start life over from  
1007 ground zero. SO, POSTPONING a CURE and RECOVERY is absolutely NOT MY GOAL,  
1008 nor in my best interests!)

1009 The ONLY party whom I believe to have MOTIVE is Attorney Virginia Lee Story!  
1010 As “outlandish” or possibly “disrespectful” as that may sound, from my experiences with  
1011 Ms. Story to date (as is clearly EVIDENT in our communications HERE to follow), as well  
1012 as in the conversations I have had with others in the Nashville legal community, I’d be  
1013 willing to wager that an anonymous poll would prove 40% or higher believing that my  
1014 conclusions are “REALISTICALLY PLAUSIBLE”. Hence I BEG the Court for  
1015 verification of Ms. Fenton’s express continued participation before costing  
1016 us both greater LOSS with absolutely nothing FINANCIAL for either one of us to gain,  
1017 unless the “bad actors” are held accountable for paying restitution and punitive damages  
1018 to BOTH of us.

**2020-05-05 Email to Ms. Story Offering to Forfeit MY Appeal for FREE BY  
PURELY RESTORING MY NAME, MY REPUTATION, and MY  
CONSTITUTIONAL RIGHTS AS A UNITED STATES CITIZEN**

1019 From: Jeff Fenton <jeff.fenton@live.com>  
1020 Sent: Tuesday, May 5, 2020 1:09 PM  
1021 To: Virginia Story <virginia@tnlaw.org>; Heidi Macy <Heidi@tnlaw.org>; Kathryn  
1022 Yarbrough <kyarbrough@tnlaw.org>  
1023 Cc: Deborah.Rubenstein@tncourts.gov; john.coke@tncourts.gov  
1024 Subject: Affidavit | FINAL OFFER TO CANCEL APPEAL: PRIOR to Writing my BRIEF,  
1025 I'm willing to forfeit my \$250k, but my name must be CLEARED for ANY AGREEMENT  
1026 to drop my Appeal

1027 Hello Ms. Story,

1028 After receiving the Technical Record from the Chancery Court to the COA, I  
1029 discovered that on 10/21/2019 you filed the attached affidavit (which I never



1030 **received notice of**), including something which I wrote, during the most emotionally  
 1031 devastating time of my life, after suffering an unfathomable loss, of almost everything  
 1032 which I held dear to my heart.

1033 The one part which you failed to point out, or which the court failed to take into  
 1034 consideration, besides my emotional frailty at the time of writing, was **the very clearly**  
 1035 **stated STIPULATION** that my offer was only valid **“IF SHE WILL DROP ALL**  
 1036 **CHARGES”** and if we filed for a **CHEAP UNCONTESTED NO FAULT DIVORCE, just**  
 1037 **between Ms. Fenton and myself, using the State’s free forms online.** As with **MANY** offers  
 1038 which I’ve made to resolve matters with Ms. Fenton, she **REFUSED TO ACCEPT MY**  
 1039 **OFFER**, hence I absolutely needed to **DEFEND MYSELF** against the false charges  
 1040 presented in our **CONTESTED DIVORCE** action, which she hired you to litigate.

1041 **“ALL CHARGES” of course refers to the Order of Protection which was**  
 1042 **illegally obtained against me** (I believe and intend to prove), based upon extremely  
 1043 exaggerated and out-right **FRAUDULENT** accusations made against my person, my  
 1044 character, while massively misrepresenting my actions.

1045 **As with EVERY GENEROUS OFFER I have previously made to Ms. Fenton, to gift**  
 1046 **my equity in our home to her, to accept reduced alimony payments to help her afford**  
 1047 **keeping our home for herself, to loan her my share of our equity to help her purchase**  
 1048 **another home or a condo for herself** (instead of being stuck in an apartment with no tax  
 1049 benefits), to my repeated **OFFERS** to drop this appeal (accepting the approximately  
 1050 \$250k loss which I was cheated out of) **IF ONLY** you and Ms. Fenton will have the  
 1051 **fraudulently obtained OP dropped and expunged from my record. Yet neither you nor**  
 1052 **Ms. Fenton have ever accepted a single one of my generous offers!**

1053 A contract is a “meeting of the minds”, an agreement between two consenting  
1054 parties, who have acknowledged acceptance to each other, thus forming an “agreement”,  
1055 also referred to as a “contract”. As much as I have repeatedly OFFERED Ms. Fenton the  
1056 OPPORTUNITY to carelessly DISCARD me, and walk-away from our divorce, without  
1057 care or cost for replacing my home, my pre-marital retirement savings, or the  
1058 approximately \$125k in alimony which we were professionally advised that I am due, nor  
1059 her proportionate payment of the nearly \$90k of REAL MARITAL DEBTS which she left  
1060 in my name. Ms. Fenton has REFUSED to ACCEPT any and every OFFER which I have  
1061 made to MITIGATE our damages and END THIS!

1062 One person can only make “OFFERS” (propositions), they cannot legally form a  
1063 “contract”, without a second party who COMMITS IN “AGREEMENT” to the original  
1064 party’s “OFFER(S)”.

1065 So sadly, we have NO AGREEMENTS or CONTRACTS between us, except for a  
1066 “Verbal Settlement Agreement” which Ms. Fenton chose to default upon, while hiring you  
1067 instead, to TAKE everything from me. We also still have our “Marital Contract”, which is  
1068 currently upon appeal, along with the house liquidation, the OP, the restoration of my  
1069 name, and FAIR compensation for my LOSSES as a direct result of Ms. Fenton’s  
1070 UNILATERAL actions throughout our divorce.

1071 **The unfortunate reality for me, is that I still LOVE Ms. Fenton, and I**  
1072 **have spent the past 15-years of my life PROTECTING HER,** even sometimes at  
1073 my own tremendous expense! There is nothing which has caused me more emotional  
1074 turmoil in my life than being forced to choose between FIGHTING Ms. Fenton in court or  
1075 LOSING everything which I’ve built, over my lifetime.

1076 I KNOW that what Ms. Fenton has done, and what you have helped her to do, is  
1077 WRONG, unethical, unfair, in bad faith, and probably illegal (potentially on both State  
1078 and Federal levels). But I don't want to be FORCED to expose her, causing her even more  
1079 harm than her unilateral decisions to destroy everything that we BOTH had built in our  
1080 lives, along with everything connecting us, regardless of what is FAIR or WRONG.

1081 I want for Ms. Fenton to be able to GO ON WITH HER LIFE  
1082 UNTETHERED, while I would like to do the SAME THING! As I said, I'm willing  
1083 to FORFEIT MONEY to give Ms. Fenton the opportunity to BE FREE, to START OVER  
1084 without the toxic CONSEQUENCES for her harmful actions, and I'm willing to do that at  
1085 a loss of approximately \$250k, which I'll NEVER be able to come close to replacing!  
1086 (\$125k alimony, \$75k home equity, \$50k-\$75k in proportionate marital debt repayment,  
1087 for REAL marital debts dumped in my name, now with outstanding collection judgments  
1088 against ME.)

TENNESSEE COURT OF APPEALS, MIDDLE DIVISION (NASHVILLE)

**2020-10-16 EMERGENCY MOTION EMAIL TO APPELLATE COURT CLERK TO SHARE DIRECTLY WITH COURT JUSTICES**

**Jeff Fenton**

**From:** Jeff Fenton <jeff.fenton@live.com>  
**Sent:** Friday, October 16, 2020 3:20 PM  
**To:** appellatecourtclerk  
**Cc:** Lisa Marsh  
**Subject:** M2019-02059-COA-R3-CV | FAWN ██████████ FENTON v. JEFFREY RYAN FENTON | 2020-10-16 EMERGENCY MOTION Notifying of Exigent Circumstances | 2020-10-16 AFFIDAVIT of Jeffrey R Fenton - Authenticity of Audio

**Attachments:** Richard Rochester Psychiatrist son-in-law of late Judge Thomas Wiseman and wife Emily Matlack Wiseman (of Oak Hill).pdf; Terry Huff Psychotherapist - Parents Glenn and Honor Huff (Founders of Agape & Huff Grocery) - Uncle Mutt Huff (WILCO Sheriff for 12 Years) WILCO 1800s.pdf; Strong Man Principle.pdf; TECHNICAL RECORDS Glossary.xlsx; 2020-10-16 EMERGENCY MOTION Notifying of Exigent Circumstances.pdf; 2020-10-16 AFFIDAVIT of Jeffrey R Fenton - Authenticity of Audio.pdf; 24,220 PIECES OF DIVORCE EVIDENCE (36 GB).pdf; 2020-07-08 ADA Request for Modification due to Mental Health (Under Tennessee Judicial Branch Policy 2\_07).pdf; 2020-10-15 AFFIDAVIT OF MARSHA ANN FENTON (Mother).pdf; 2020-10-15 FATHER Dan Fenton - Letter Verifying that I could NOT Live with Him (Despite Story's Claims).pdf; Jeffs Mothers Home in Michigan (125k - 780 SqFt).pdf; Fawns Mothers Home in California (FOUR Million Dollars).pdf; M2019-02059 Transcript of Evidence-2 (original).pdf; M2019-02059 Transcript of Evidence-2a (with audio times).pdf

**Importance:** High

**Hello Justices,**

Please find attached my "2020-10-16 AFFIDAVIT of Jeffrey R Fenton - Authenticity of Audio", which covers the authenticity of the transcripts for the 8/31/2019 hearing, both the audio Version and the Transcribed with TIME MARKERS every paragraph to sync with the audio. Also find attached the "2020-10-16 EMERGENCY MOTION Notifying of Exigent Circumstances". These both cover a broad spectrum, which I believe completely, irrefutably, disprove ALL THREE ACTIONS by the Trial Court.

Money is no longer my goal... I'm simply unable to seek financial restitution without legal Counsel. Likewise, with as hard as I have worked, and I have worked probably 16 hours per day on this for LITERALLY MONTHS, I'm just not capable of narrowing down

- DOCUMENTED DIVORCE EVIDENCE,
- 36.6 GB of Data
- 24,020 FILES
- 2,001 FOLDERS

I could create a storyboard website or blog, write a book or a miniseries, but there is no way I can fit this much evidence that EVERY ACTION TAKEN AGAINST ME HAS BEEN FRAUDULENT, IN BAD FAITH in a legal document like a BRIEF, without at least a few more months to work EVERYDAY on it, or if you were to provide me with competent Counsel. I thought that I could do it, and I believe that

you will find that I have done a LOT of work, but the entire Narrative of Ms. Story is FALSE. As you will also find if ANYONE ever reads my "ONE AND DONE" filed on 8/29/2019: TRv1-3, Pages 119-380.

I'm attaching a copy of my "TECHNICAL RECORDS Glossary.xlsx" Spreadsheet Also, if anyone there can help me and might find that useful.

The reason I need such an excessive amount of stuff attached to my record, is because Ms. Story totally exploited my disabilities, with basically a "decoy" divorce, because it was far cheaper and more effective than telling the TRUTH about anything!

As such, I am missing a LOT of significant PROOF that Ms. Story and Judge Binkley didn't treat me ethically or legally.

I understand how powerful they both are, which is why I KNOW that I have no hopes of receiving any financial restitution from them, without Counsel and another five years of my life to devote to this.

I just want all the LIES removed, no record as an ABUSER, as a STALKER, a simple non-contested divorce with no alimony due either party, ever! With any of the bogus legal fees for Ms. Story or Ms. Fenton charged back to Ms. Fenton. While I'm not even seekig restitution for my legal fees, if you could please just order Williamson County Court to pay the fees for this appeal, both their fees and yours. I believe there is more than adequate fault they have significant exposure here.

I also need the Order of Protection both terminated and expunged from existence, so that it won't keep hurtiiing my already terrible vocational opportunites please.

If you all can accomplish that, without the need for me to write a Brief, or their reply brief, or anything else, then I will be satisfied with that, and move on with my life!

I know that legally I'm due probably a mid-six figure judgment, but I also know that I'll never get it! So at age 51, I just want to have my NAME, my REPUTATION, and my CONSTITUTIONAL RIGHTS restored as though none of this craziness took place!

If that is not possible, then please provide me with legal counsel, because surely anyone who listens to the audio recording of the hearing on 8/29/2019 WHILE FACT CHECKING EVERYTHING STORY/BINKLEY say with the previous judgment and both sets of transcripts, NOTHING lines up! They just relentlessly BULLIED me darn near to death!

If you can't either provide the simple cure requested above, or provide me with legal counsel to draft my brief, along with the time for them to do so, knowing there is a LOT of Discovery in this case, which without seeing it is really overwhelming and surpasses most peoples ability to BELIEVE. That is why the AUDIO TRANSCRIPTS, along with the documented PROOF I'm sending you here and in several subsequent emails (due to file size), asking that you please supplement my record with each. Whle

PLEASE recording the 8/29/2019 TRANSCRIPTS OF EVIDENCE as TRANSCRIPTS OF EVIDENCE instead of leaving it buried in my Technical Record as Williamson County did it. I spent \$500 and I couldn't tell you all the work I went through to try to do that correctly 15 different ways, but Williamson County REFUSED to file that as a Transcript of Evidence. Now that I'm supplying you with the AUDIO RECORDING (which Judge Binkley gave me permission to record) as well as the written transcripts, with time markers written throughout the transcripts the top left of each paragraph, it is SO EASY TO VERIFY, it is much more reliable than a single media format! While the AUDIO format is essential to know the TONE, FORCE, and ways which we all communicated, to be able to separate out what was clearly abusive.

As stated, I'm about to send you probably close to a dozen emails of files, asking that you PLEASE add them to my record so that it contains an element of TRUTH!

If you want to SEAL all the records when this is over, to protect us ALL from embarrassment, I am fine with that. I just don't want the Court hiding their faults, buried in the technical records instead of as a transcript of evidence, while exposing all of our dirty laundry.

Also, if none of these solutions will work for you, then please transfer this appeal to the Eastern Tennessee Court of Appeals. I'm hoping they will have less conflicts of interests relationally, but I really don't know. I just read that they are quite vigilent at prosecuting bad Judicial actors. Plus I really like that one Supreme Court lady from over there... Sharon G. Lee. I have a tremendous amount of respect for her, putting the US Constitution above both TN law, and the people who administrate those laws. I really like this opinioin of hers: [https://www.tncourts.gov/sites/default/files/christensenj.opn\\_dis.pdf](https://www.tncourts.gov/sites/default/files/christensenj.opn_dis.pdf) (It was the article that the language on our No Trespassing Signs were based upon.)

I'm planning to live with my mother now for the rest of her life, so as much as I hate Michigan, I expect to live out the rest of my life here. While though I absolutely loved Tennessee and Williamson County, living in Middle Tennessee for 25 years, I will never step foot on Tennessee Soill again, unless I must to seek the restitution of my NAME and RIGHTS. I lost too much way too quickly, while finding that without \$\$ I had no voice at all!

Please don't take that personally. I loved the people there, but in 7.1 minutes of my testimony, with only TWO short 30-minute court hearings, I lost everything that I loved in my LIFE! Then I was chased out nearly at gun point, which Virginia Story went to Federal Court to obtain an order to sell my personal property, which she made me leave there, in an attempt to supercede Tennessee State law. She wanted to deny me my \$10k personal property exemption, and tried to extort \$2k from my mother for puffed up storage charges, or said that she would sell or discard of my stuff. I don't mean to be rude, but that woman belongs behind bars! I've dealt with alol sorts of people in my life, but I've never death with anyone as absent of a soul as her, on either side of the law.

Since I'm NOT seeking money, since you will SEE and HEAR I have been terribly violated by Ms. Story under the pretense of law, I don't see why their would be any need for her to have an opportunity to

write a brief, or to drag this out further. She is the one who deserves to be charged with crimes. She is the one who would owe me hundreds of thousands of dollars, but I know that I'll never get it, so I'll just be better off to let go of any money!

Additionally, my ex-wife is broken and destitute from this all. She is currently unemployed and bankrupt. I know that she will recover, but she won't even try until after this action is over with, for fear that she will be forced to pay me alimony, and I'd rather just close that door and assure her that she is free to try to live the best life that she can.

So I'm hoping that this once the COA can make an exception for all of our best interests. There just isn't any left left to gain, without either myself or Ms. Fenton losing MORE, both of which are unacceptable consequences to me. Please don't allow them to file charges against Ms. Fenton, because she could have never done MOST of this without POWERFUL: PEOOPLE who could lift her OVER the laws.

If anything bad will happen to Ms. Fenton, then I will need to battle this out with the Courts to try to protect her, from the bigger bullies on the playground. Otherwise, I just need my life back please!

Please let me know any questions or concerns you have.

Thank you for considering my request.

Everything to follow in the next two days will be in regards to this action, requesting to be supplemented to my record please.

Again, I do ask that this all be looked at and considered by **THREE of the JUSTICES** at the Appellate Level, so that one judge alone who is buddies with either party can't just sweep this under the rug. I know that we'd like to think that isn't the sort of World we live in, and I know nothing about any of you personally, **I just know how Nashville works.**

For anyone who is concerned that I might been a nut case, then listen to the audio first please! Plus, though the court heard me speak a whole 7.1 minutes to decide that I'm a danger to society, my psychiatrist and my psychotherapists, have literally spent HUNDREDS of hours with me, and believe exactly the opposite, as the documentation which you hhave in my ADA mod request shows... which I will attach here again.

Both are LIFE LONG Brentwood residents. Terry Huff my Psychotherapist's family has been living in Williamson County since the 1800s! His parents founded Agape, Huff Grocery in Brentwood, and were tremendously respected and wonderful people, as is Terry. He would never attest to anyone being "safe" who is dangerous, for any amount of money. He won't even accept a free book without buying it!

As for my Psychiatrist Dr. Richard Rochester, besides being an expert in his field, he grew up in the shadow of US District Middle Tennessee Judge Thomas Wiseman, trying to live up to his standards, since they were his wife's parents.

I may have any voice, power, or money here, but these people are all SALT OF THE EARTH, and their voices echo that I AM NOT DANGEROUS TO MS FENTON OR ANYONE ELSE! Terry Huff has even met with both me and Ms. Fenton together, way more recently than Ms. Story's claim of us not communicating in her OP application, so Terry knows about some of Ms. Fenton's challenges too, and has watched the dynamic between us, and knows that my heart only hurts for her! If I could give her everything we had together back and just walk away empty handed, I would in a heartbeat, but I wanted my "legal share", which ended up not being something Ms. Fenton was willing to part with, so we lost everything. I wish I had a clue earlier, so that at least I could have left her in a better place than I found her in, 15-years ago. But regretfully I don't have that power.

Please let me know when you all decide, how I should proceed. If you can't cure my name, reputation and civil rights without me writing a BRIEF, I will waste months more of my life on it, but I've already been in this basement in Michigan for a year, and would like to get to have some good memories with my mother while she is still able to get around and about.

Thank you for your consideration.  
Jeff Fenton

8/29/2019	9:17 AM	HUSBAND'S RESPONSE AND COUNTERMOTION TO WIFE'S MOTION FOR VIOLATION OF THE EX PARTE ORDER OF PROTECTION AND FOR DATE CERTAIN FOR WALK THROUGH OF HOUSE AND MOTION FOR SCHEDULING ORDER	63-PAGES (Primary)  TR. v1 (page 119) through TR.v2 (page 181)  v1: 124 through v2: 32	TR. v1-v3 (p119 - 380)	v1: 124-155 v2: 2-151 v3: 2-80	Court started at 9am... texted Mitch stayed up several nights in a row pre Exhibit-B, had to run out the door to minutes AFTER court started, then run where I handed Virginia Story Copies copies of my signed and stamped req
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**JEFF FENTON**  
17195 Silver Parkway # 150  
Fenton, MI 48430-3426  
Phone: (615) 837-1300



**jeff.fenton@live.com**

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**From:** Jeff Fenton <jeff.fenton@live.com>  
**Sent:** Friday, October 16, 2020 3:26 PM  
**To:** appellatecourtclerk  
**Cc:** Lisa Marsh  
**Subject:** RE: M2019-02059-COA-R3-CV | FAWN ██████████ FENTON v. JEFFREY RYAN FENTON | 2020-10-16 EMERGENCY MOTION Notifying of Exigent Circumstances | 2020-10-16 AFFIDAVIT of Jeffrey R Fenton - Authenticity of Audio  
**Attachments:** M2019-02059 Transcript of Evidence-2b (audio recording).mp3; M2019-02059 Trial Testimony Verification (FACT CHECKING).pdf; M2019-02059 Trial Notes About Errors Made.pdf; 2018-10-27 Fenton Phone Call - Dividing Property and Amicably Selling Home.mp3; 2018-10-27 Fenton Phone Call - Dividing Property and Amicably Selling Home ~ Audio Markers.pdf; 2018-10-15 WILCO Clerk and Master - ADA Coordinator - Phone Call (mobility help only).mp3; FAWNS NOT A VICTIM.pdf

**Importance:** High

Batch Two...

**JEFF FENTON**

17195 Silver Parkway # 150  
Fenton, MI 48430-3426  
Phone: (615) 837-1300

**Jeff Fenton**

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**From:** Jeff Fenton <jeff.fenton@live.com>  
**Sent:** Friday, October 16, 2020 3:37 PM  
**To:** appellatecourtclerk  
**Cc:** Lisa Marsh  
**Subject:** RE: M2019-02059-COA-R3-CV | FAWN [REDACTED] FENTON v. JEFFREY RYAN FENTON | 2020-10-16 EMERGENCY MOTION Notifying of Exigent Circumstances | 2020-10-16 AFFIDAVIT of Jeffrey R Fenton - Authenticity of Audio (BATCH-3)  
**Attachments:** EXHIBIT-B.pdf; 2019-08-29 HUSBAND'S ONE AND DONE (MODIFIED PAGE-1) Page-1 Only (Initialed).pdf; FAWN DESIGNED CUSTOM No Trespassing Signs - Using CAD and Microstation at her Work.pdf; 2018-09-14 Arons and Associates - FENTON Marital Dissolution Agreement - Fawn's Proposed Terms before Her Attorneys Reviewed.pdf; 2018-09-17 Arons and Associates - Fawn Discusses Planned Meetings with Tommy White - Judy Wells - Phyllis Ellis.pdf; 2018-09-19 Arons and Associates - Fawn's Attorney Refused to Draft MDA and Tommy White Advised Against (Court would Reject).pdf; 2018-10-06 No Incentive to Settle.pdf; 2019-03-23 Fawn - Text Messages (2018 Taxes Illegally Filed without Me).pdf; 2019-04-26 Quick Easy Proof of Bankruptcy Fraud.pdf; ATTORNEYS - ANSWER AND COUNTER COMPLAINT EXTENSIONS.pdf; Sandy Arons - Divorce Planning (Business Card).pdf

**Importance:** High

Batch Three...

**JEFF FENTON**

17195 Silver Parkway # 150  
Fenton, MI 48430-3426  
Phone: (615) 837-1300

**Jeff Fenton**

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**From:** Jeff Fenton <jeff.fenton@iive.com>  
**Sent:** Friday, October 16, 2020 3:43 PM  
**To:** appellatecourtclerk  
**Cc:** Lisa Marsh  
**Subject:** RE: M2019-02059-COA-R3-CV | FAWN ██████████ FENTON v. JEFFREY RYAN FENTON | 2020-10-16 EMERGENCY MOTION Notifying of Exigent Circumstances | 2020-10-16 AFFIDAVIT of Jeffrey R Fenton - Authenticity of Audio (BATCH-4)  
**Attachments:** 2019-04-26 FRAUD PICTURE BOOK.pdf; 2019-03-23 Fawn - Text Messages (2018 Taxes Illegally Filed without Me).pdf; 2019-04-26 Quick Easy Proof of Bankruptcy Fraud.pdf; 2019-04-26 THE FRAUD PACKAGE.pdf; FAWN REFUSED to Honor our Agreement to Sell our Home NOT Me.pdf; FAWNS ALIMONY DODGE & BANKRUPTCY FRAUD TO DISCARD ME.pdf  
**Importance:** High

Batch Four...

**JEFF FENTON**

17195 Silver Parkway # 150  
Fenton, MI 48430-3426  
Phone: (615) 837-1300

As for my Psychiatrist Dr. Richard Rochester, besides being an expert in his field, he grew up in the shadow of US District Middle Tennessee Judge Thomas Wiseman, trying to live up to his standards, since they were his wife's parents.

I may have any voice, power, or money here, but these people are all SALT OF THE EARTH, and their voices echo that I AM NOT DANGEROUS TO MS FENTON OR ANYONE ELSE! Terry Huff has even met with both me and Ms. Fenton together, way more recently than Ms. Story's claim of us not communicating in her OP application, so Terry knows about some of Ms. Fenton's challenges too, and has watched the dynamic between us, and knows that my heart only hurts for her! If I could give her everything we had together back and just walk away empty handed, I would in a heartbeat, but I wanted my "legal share", which ended up not being something Ms. Fenton was willing to part with, so we lost everything. I wish I had a clue earlier, so that at least I could have left her in a better place than I found her in, 15-years ago. But regretfully I don't have that power.

Please let me know when you all decide, how I should proceed. If you can't cure my name, reputation and civil rights without me writing a BRIEF, I will waste months more of my life on it, but I've already been in this basement in Michigan for a year, and would like to get to have some good memories with my mother while she is still able to get around and about.

Thank you for your consideration.  
Jeff Fenton

8/29/2019	9:17 AM	HUSBAND'S RESPONSE AND COUNTERMOTION TO WIFE'S MOTION FOR VIOLATION OF THE EX PARTE ORDER OF PROTECTION AND FOR DATE CERTAIN FOR WALK THROUGH OF HOUSE AND MOTION FOR SCHEDULING ORDER	63-PAGES (Primary)  TR. v1 (page 119) through TR.v2 (page 181)  v1: 124 through v2: 32	TR. v1-v3 (p119 - 380)	v1: 124-155  v2: 2-151  v3: 2-80	Court started at 9am... texted Mitc stayed up several nights in a row pre Exhibit-B, had to run out the door to minutes AFTER court started, then ru where I handed Virginia Story Copies copies of my signed and stamped req
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**JEFF FENTON**  
17195 Silver Parkway # 150  
Fenton, MI 48430-3426  
Phone: (615) 837-1300

**2021-01-04 COA PANEL WHO DISMISSED MY APPEAL**

**jeff.fenton@live.com**

**From:** Jim Hivner <Jim.Hivner@tncourts.gov>  
**Sent:** Monday, January 4, 2021 1:51 PM  
**To:** Jeff Fenton  
**Cc:** Lisa Marsh  
**Subject:** Re: Which COA Judge was Assigned to my Case and which Panel is he/she on?

**Follow Up Flag:** Read  
**Flag Status:** Flagged

Mr. Fenton:

The Order dismissing your appeal was approved by the following panel of judges: Judge Frank Clement, Judge Andy Bennett and Judge Neal McBrayer.

Jim Hivner

**James M. Hivner**

Clerk of the Appellate Courts  
State of Tennessee  
Supreme Court Building  
401 7th Ave. North  
Nashville, TN 37219-1407  
(615) 741-2681

Hello Mr. Hivner and Ms. Marsh,

Last week I spoke at length with Shane Hutton with the Tennessee Board of Judicial Conduct, and he advised me to contact you to find out **which Panel the Judge was on who handled my case with the COA** (rejected every request except for to extend TIME), as well as **the name of that Judge**, so that I can file a formal complaint (and possibly Federal criminal charges) against him/her for violating the Judicial Canons of Tennessee (for prioritizing PROCEDURE over JUSTICE and the CARE of the PERSON), as well as the Constitution of the State of Tennessee.

In my opinion, the Judge walked by someone clearly **DROWNING in Judicial Corruption**, while I presented an absurd amount of crystal clear EVIDENCE, while rather than TAKE ACTION and HELP the unjustly injured party as his/her oath of Office commands, along with the Canons and Tennessee Constitution, the Judge **CHOSE rather to LOOK AWAY and KEEP WALKING, pretending not to see anything out of the ordinary at all.**

**CONCLUSION or SUMMARY OF FACTS**

1089 IF you slowly walk through every communication once I started representing  
1090 myself PRO SE (from my email to Ms. Story on **8/28/2019** through the Letter from Ms.  
1091 Story on **9/26/2019**), where Ms. Story Insists:

---

1092 "At this point, it is our position that moving the items to Michigan is not  
1093 financially responsible but that is up to you... It is our position and that of Mr.  
1094 Anderson's that the entire value of the remaining contents of the home is only  
1095 approximately \$3,000, therefore the costs to move and store these items far  
1096 outweighs their worth."

---

1097 AFTER Ms. Story had already tried to EXTORT **\$2,000** from my MOTHER in her  
1098 letter dated 9/16/2019.

1099 WHILE Manipulating Ms. Fenton's BANKRUPTCY FRAUD to CAUSE ME  
1100 FURTHER DAMAGE WITHOUT ANY GAIN TO ANY PARTY, by planning to use the  
1101 FEDERAL BANKRUPTCY COURT ORDER TO SUPERSEDE MY PROTECTED INCOME  
1102 AND ASSETS PER TENNESSEE STATE LAW.

1103 There is absolutely NO MEANS BY WHICH ANYONE CAN DEEM MS. STORY'S  
1104 ACTIONS TOWARD ME TO HAVE TAKEN PLACE HONESTLY, IN GOOD FAITH,  
1105 WITH FAIRNESS, INTEGRITY, AND CIVILITY, WITH ANY MOTIVES OTHER THAN  
1106 TO STEAL MY PROPERTY OR TO AT LEAST DEPRIVE ME OF MY PROPERTY,  
1107 WITHOUT BENEFIT TO ANYONE, PURELY TO FURTHER LITIGIOUSLY HARRASS,  
1108 ABUSE, AND HARM ME, FOR NOTHING OTHER THAN HER PERVERTED  
1109 PLEASURE!

1110

1111 I move for the DIVORCE DECREE and the

1112

1113 she insists that it would be "IRRESPONSIBLE" to , you will see IRREFUTABLE

1114 PROOF that Attorney Virginia Lee Story UNCONSCIONABLY violated her OATH OF

1115 OFFICE and INTENTIONALLY CAUSED ME (the clearly disadvantaged and disabled

1116 spouse, now literally HOMELESS, without a penny of my life's savings, retirement,

1117 without alimony or support of any kind) AS MUCH HARM AND ABUSE AS SHE

1118 PHYSICALLY COULD, FAR BEYOND THE POINT OF BENEFITTING HER CLIENT,

1119 HERSELF, HER ASSOCIATES, OR ANY OTHER PARTY, PURELY FOR THE HIGH OF

1120 DOMINATING AND PUNISHING ME WITH HER UNETHICAL AND ILLEGAL

1121 POWER TO OPERATE ABOVE THE LAW! (THIS IS A FEDERAL CRIME, and PROOF

1122 THAT EVERY ACTION IN THIS CASE SHOULD BE OVERTURNED PERMANENTLY,

1123 WITH EVERY WORD SHE SPOKE AGAINST ME STRICKEN FROM THE RECORD, AS

1124 SHE HAS PROVEN HER UNCONSCIONABLE MALICE TOWARDS ME RIGHT HERE!

1125 I CAN NOT DEFEND MYSELF AGAINST ATTORNEY VIRGINIA LEE STORY OR

1126 JUDGE MICHAEL W. BINKLEY IN A STATE WHICH REFUSES TO USE COMMON

1127 SENSE, HONESTY, AND FAIRNESS TO HOLD THEM ACCOUNTABLE FOR THEIR

1128 ACTIONS (criminal or otherwise)!

1129 This is ALL manipulated via BAD FAITH, ULTERIOR MOTIVES, and BLOOD

1130 LUST! If the State of Tennessee is NOT willing to make the following SIMPLE and FREE

1131 CHANGES to MITIGATE THE SLIGHTEST AMOUNT OF PERMANENT DAMAGE

1132 WHICH HAS BEEN CAUSED TO ME AS A RESULT OF.... A blinding rage of judicial

1133 perversion, then I will bring this case to our NATION, file Federal Criminal Corruption  
1134 Charges against Chancellor Michael W. Binkley, putting him directly beside his personal  
1135 benefactor, former Nashville Judge Casey Moreland, along with corrupt Attorney Virginia  
1136 Lee Story, Attorney Mary Beth Ausbrooks, and others who have assisted them in  
1137 depriving me of my property and my rights which I was BORN WITH in this wonderful  
1138 Country! (All while denying me DUE OR EQUAL PROCESS and refusing to even HEAR  
1139 my testimony, while never have I yet stepped before an IMPARTIAL TRIBUNAL!

1140 It is my sincere belief that the anonymous Appellate Judge who was assigned my  
1141 case, is also part of this obscene JUDICIAL CORRUPTION! While I'd be willing to bet my  
1142 reputation on the hunch that he/she is a close friend of one or both parties, Binkley/Story.  
1143 So to throw my case out because I am NOT ABLE to STAND-UP TO A CORRUPT COURT,  
1144 TWO HIGHLY SKILLED CORRUPT ATTORNEYS, A CORRUPT JUDGE, AND A  
1145 CORRUPT APPELLATE JUDGE WHO HELPS IN THE COVER-UP, is far BEYOND the  
1146 burden of PROOF that I as an everyday TENNESSEE CITIZEN should ever be required  
1147 to defend, while those living off our tax dollars have not lifted ONE FINGER to SEEK or  
1148 PROMOTE JUSTICE in this case!

1149 The Appellate Court will probably throw this away as they have my every request  
1150 for assistance, protection, help from these POWERFUL, TRUSTED, but CORRUPT  
1151 individuals, who respect and serve under NO LAW except that which comes from their  
1152 own mouth. That is CRIMINAL! And certainly, deserves no title of RESPECT or HONOR!  
1153 Yet I will publish every CRY which I have made for HELP which you have IGNORED! I  
1154 will publish the 40GB of REAL EVIDENCE which I possess and have sent you



1155 overwhelming PROOF of how JUDICIALLY ASSAULTED I have been by YOUR  
1156 FRIENDS AND COLLEGUES!

1157  
1158 While the WORST part is that EVERY ONE OF YOU KNOW THAT I AM  
1159 SPEAKING THE TRUTH HERE, even if you believe a bit exaggerated or dramatic, none  
1160 of you have a doubt about the collusion between Chancellor Michael W. Binkley and  
1161 Attorney Virginia Lee Story, or at the very least the likelihood of such. Yet you are still  
1162 AFRAID of the CONSEQUENCES of standing-up to the two of them! Now consider the  
1163 consequences of EVERY POLITICIAN, every member of our State and Federal  
1164 legislatures, every Judge on every County, State, and Federal bench from here to  
1165 Washington DC, learning that each of you by name are at the very least GUILTY as  
1166 ACCESSOREIS to this CRIME, where with your passivity, you STOOD BACK AND  
1167 WATCHED while I was being MURDERED by your colleagues, drowning in a lake of  
1168 unconscionable judicial corruption, with Attorney Virginia Lee Story stomping up and  
1169 down on my shoulders, while Chancellor Michael W. Binkley held my head under water.  
1170 As ALL that I BEGGED FOR was to be allowed to LEAVE YOUR STATE and SEEK  
1171 REFUGE 600 MILES AWAY IN MICHIGAN, without ANYONE in Tennessee KEEPING  
1172 A NOOSE AROUND MY NECK ANY LONGER!

1173 So that THOUGH you have ROBBED and RAPED ME, at least I can MOVE  
1174 FORWARD and TRY TO enjoy the years I have left with MY MOTHER, and obtain some  
1175 sort of EMPLOYMENT AGAIN, WHICH IS NOT POSSIBLE AS LONG AS THIS  
1176 ABSOLUTELY ABSURD AND FRAUDULENT ORDER OF PROTECTION IS HANGING  
1177 AROUND MY NECK!

1178 The REASON Judge Binkley and Attorney Story WANT TO KEEP THE  
1179 FRAUDULENT OP stating that it's purpose is to protect my EX-WIFE, is for their own  
1180 FEAR that I WILL EXPOSE THEIR CRIMES TO THE WORLD, as I have before brought  
1181 multi-million dollar companies to their knees for harming my family! Their FEAR (and  
1182 rightfully so), is that the first THREE PAGES OF GOOGLE for any of their names, Binkley,  
1183 Story, Chancery Court, Williamson County, Tennessee Justice, will populate with  
1184 GRAPHIC DETAILS OF THEIR CORRUPTION, thousands of photographs and videos  
1185 showing all the WORK and customization that I had sown into BOTH of my Tennessee  
1186 homes, yet they clenched away as though I OWNED no interest in ANYTHING, without  
1187 so much as DUE PROCESS!

1188 So far EVERY ACTION filed by Ms. STORY against me, is based upon LIES, and I  
1189 will go LINE BY LINE and PUBLISH THE TRUTH CALLING HER OUT FOR EACH AND  
1190 EVERY LIE! She stood in Court and even made completely FALSE statements about  
1191 LAW, saying that surely a property can't remain encumbered by a LEASEHOLD  
1192 INTEREST, when that is EXACTLY what happens with a LEASEHOLD INTEREST! You  
1193 MUST DISCLOSE THE LEASE prior to sale, and the new owners must HONOR THE  
1194 LEASE THROUGHOUT THE DURATION, except if very precise circumstances take  
1195 place, whereby the tenants are still guaranteed a 90-day notice by FEDERAL LAW!

1196 The Federal "Protecting Tenants at Foreclosure Act" – PTFA (12 U.S.C. § 5201 and  
1197 following) provides protections to bona fide tenants who have a lease as well as those who  
1198 don't, like month-to-month renters. In most cases, tenants who enter a lease before the  
1199 notice of foreclosure **may stay in the home until the end of the lease term.** But if  
1200 the buyer who purchased the property at the foreclosure sale **intends to move into the**

1201 **home**, that buyer may terminate the tenants' lease after giving **90 days' notice**. (But an  
1202 INVESTOR, who wants to “flip” the property, MUST BY FEDERAL LAW ALLOW THE  
1203 TENANTS TO REMAIN UNTIL THE END OF THEIR LEASE, PROVIDED THEY  
1204 MAINTAIN THE ORIGINAL TERMS AND PAYMENTS TO THE NEW OWNER!

1205       Somehow Chancellor Michael W. Binkley and Attorney Virginia Lee Story acted as  
1206 though they know nothing about such LAWS, or even Tennessee’s “Landlord and Tenant  
1207 Act”, and tossed the tenant’s into the street! Even though one of them was 62 years old,  
1208 and had some sort of medical condition like dialysis, where he left a bunch of odd needles  
1209 with tubing connected, and was angry because he had nowhere to move for TWO MORE  
1210 WEEKS until his next rental was available, and he had no money for temporary  
1211 accommodations at a motel or weekly, so he told me that he would going to be forced to  
1212 become HOMELESS for the next TWO WEEKS, living out of his TINY LITTLE CAR!

1213       If this ever makes it to Federal Court, I’m going to seek \$20k for each of my tenant’s  
1214 whose HUMANITY was not considered, and whose rights were not just violated, but  
1215 ignored and pretended not to exist. As Attorney Virginia Lee Story stood in Chancellor  
1216 Michael W. Binkley’s Court Room on 8/1/2019 and said that in essence black was white  
1217 and white was black, and Chancellor Binkley just sat there looking intently and trustingly  
1218 upon her, nodding his head, making sounds of agreement. While it was all COMPLETELY  
1219 THE OPPOSITE OF BOTH STATE AND FEDERAL LAWS! At what point does this  
1220 become ABSURED enough to TAKE ACTION even if I’m INCAPABLE OF WRITING A  
1221 LEGAL BRIEF, TO FIGHT IT OUT WITH MS. STORY like gladiators in an ancient  
1222 Colosseum?

1223 I read the Tennessee Constitution, and I must tell you, I saw no mention of  
1224 REQUIRED PROCEDURES PRIOR TO OBTAINING JUSTICE! I haven't had time yet to  
1225 read the ENTIRE judicial CANNON, but even in the first couple of Canons, JUDGE  
1226 BINKLEY SHOULD HAVE RECUSED HIMSELF FROM THIS CASE FOR THE  
1227 APPEARANCE OF INPROPRIETY DUE TO HIS CLOSE RELATIONSHIP WITH MS.  
1228 STORY! Likewise, CHANCELLOR BINKLEY HAS A RESPONSIBILITY NO HOLD MS.  
1229 STORY ACCOUNTABLE TO THE LAW, not to just grin and nod while she spoke the exact  
1230 opposite of the Law. Furthermore, upon my complaints to the Court about the  
1231 MALICIOUS AND ABUSIVE LITIGATION by Ms. Story, Judge Binkley SHOULD HAVE  
1232 HALTED PROCEEDINGS AND HELD A HEARING TO EXPLORE MY ACCUSATIONS  
1233 TO DETERMINE IF MS. STORY WAS USING AN UNNECESSARILY HEAVY HAND,  
1234 BEING MORE LITIGIOUS THAN NECESSARY, ACTING UNFAIRLY, LIEING ABOUT  
1235 EVERY SINGLE ACTION WHICH SHE BROUGHT TO COURT TO AMBUSH ME WITH,  
1236 while INTENTIONALLY EXPLOITING MY KNOWN AND FULLY DISCLOSED  
1237 DISABILITIES! First for LEVERAGE to BIND AND GAG ME, while RENDERING ME  
1238 POWERLESS TO DEFEND MYSELF, then just for FUN, to PUNISH ME FOR CALLING  
1239 HER A THIEF!

1240 My case is a SUPER SIMPLE case for the COURT to INVESTIGATE for  
1241 CORRUPTION or FOUL-PLAY by MEMBERS OF THE COURT (only TWO 30-minute  
1242 hearings, where I was ONLY allowed to SPEAK for 7.1 MINUTES, while I have detailed  
1243 RECORDS, every communication, I have no secrets and am willing to turn over every  
1244 communication with each and every party, not even needing any protections for  
1245 "attorney/client privilege" (as long as an UNBIASED party is investigating to seek the

1246 TRUTH), along with 40GB of SUPPORTING EVIDENCE! Evidence which will PROVE  
1247 (even if it takes until my dying breathe, while she stands on my chest), that she is every  
1248 bit as CORRUPT as I have said that she is, and a whole lot more!

1249 Now, my MARRIAGE and DIVORCE was COMPLICATED, which is why nothing  
1250 that Ms. Story filed with the Court had ANYTHING to do with what really happened in  
1251 either my marriage or my divorce! Instead, she went for the sensational “DECOY  
1252 DIVORCE” which made me a MONSTER, my ex-wife a VICTIM OF “EMOTIONAL  
1253 ABUSE” (when that TERM was never once uttered or heard during our 15-years together,  
1254 in counseling, church, or anywhere else!) That was a TERM which my ex-wife LEARNED  
1255 from ATTORNEYS after she secretly unilaterally decided that she wanted to KEEP  
1256 EVERYTHING and DISCARD ME! (That was how it started, but in the end regretfully she  
1257 burned everything, just so that she could STILL DISCARD ME.)

1258 Our “Collaborative Divorce” professional “Sandy Arons” told that term can be  
1259 especially troublesome in a divorce, depending upon the weight the JUDGE gives it,  
1260 because it can be used to “justify” a lot of otherwise irresponsible and erratic behavior.  
1261 (Like taking on a second residence, when you can’t afford it, and there is no need to, you  
1262 are one of two people living peacefully in a 2,500 Sq.Ft. home, and surely with some  
1263 boundaries set you can continue to peacefully reside there until a wise exit strategy is  
1264 worked out, without catapulting the family into debt, and eroding our equity in our  
1265 home.)

1266 I asked Sandy Arons how does a Judge KNOW if someone is LYING about whether  
1267 or not they have been “abused”. She told me that most Judge’s have seen it all and KNOW

1268 that if a couple have remained together for 15-years as we had, while complaints about  
1269 abuse only came after the divorce was announced, then Judge's can see through that!

1270 Not Chancellor Michael W. Binkley though, instead he PILED ON TOP OF IT,  
1271 asking if Ms. Fenton could be an "INNOCENT SPOUSE" in her problems with the IRS,  
1272 when we NEVER had any PROBLEMS WITH THE IRS, until MS. FENTON erratically  
1273 locked me out of all our finances, and decided that she was smarter than me and would  
1274 handle all of our finances and taxes herself. Then the IRS came after her.... For reasons  
1275 that she is still to PROUD to tell me. I promise you; it wasn't from any FINANCIAL  
1276 WRONGS ON MY PART!

1277 While Ms. Story responded to the Judge, that Ms. Fenton would PROBABLY  
1278 qualify under the "INNOCENT SPOUSE" rules of the IRS, but that she just wanted to  
1279 move forward, because this was such a toxic marriage.

1280 Actually, it WASN'T A TOXIC MARRIAGE, IT WAS A TOXIC DIVORCE! Because  
1281 Ms. Fenton learned that she was responsible for paying me approximately \$20k per year  
1282 in alimony for a duration of 6-years, then since she dragged her feet screwing around with  
1283 her first attorney, rather than participating in a COLLABORATIVE DIVORCE as it is  
1284 intended, Ms. Fenton MISSED the deadline to allow us to complete the divorce by the end  
1285 of 2018, which meant that thanks to Trump's new tax laws at the start of 2019, that she  
1286 could NO LONGER WRITE-OFF ALIMONY AS A TAX DEDUCTION! (She would have  
1287 been "grandfathered" for all six years, if we completed the divorce within 2018.)

1288 Then came the REALIZATION on the next two pages, and I knew that Ms. Fenton  
1289 was planning to SABOTAGE any chances I had at alimony.

1290 In ADDITION to that bit of info, Ms. Fenton also KNEW and TOLD me in a text a  
1291 YEAR EARLIER, that her BOSS and owner of their firm was planning to RETIRE when  
1292 their office Lease was up in May of 2020. So I knew that Ms. Fenton was going to take a  
1293 professional NOSE DIVE somewhere around the SAME time that her boss had planned  
1294 to retire.

1295 So MY GOAL was to get roommates, try to get some vocational training and a JOB  
1296 to come as close to cash flowing the home on my own, BEFORE MS. FENTON  
1297 INTENTIONALLY SELF-DESTRUCTED to DOGE paying me any alimony!

1298 The ONLY thing that I didn't see coming a YEAR IN ADVANCE, was Ms. Fenton's  
1299 decision to FILE FOR BANKRUPTCY! I knew that she was willing to sacrifice MY  
1300 CREDIT, but I honestly never expected for her to sacrifice her OWN CREDIT. That was  
1301 where she caught me OFF GUARD!

1302 So a highly paid MIT scholar and licensed architect, with roughly \$100k per year  
1303 income, filed for bankruptcy on what amounted to a little more than \$40k worth of  
1304 unsecured debts, while specifically requesting her in bankruptcy filing to forfeit OUR  
1305 JOINTLY DEEDED AND INVESTED HOME (with my premarital retirement, proceeds  
1306 from my premarital home, my life's savings and every penny since, combined with nearly  
1307 a decade of CORE IMPROVEMENTS (about \$200k worth in all), which I will show mind  
1308 blowing PICTURES OF so that people can no longer DISCOUNT my INVESTMENT into  
1309 our marital home!

1310 While YES, she has had narcolepsy since I've known her, and it has been well  
1311 managed with medication for the past decade. But what REALLY turned-up the  
1312 temperature on EVERYTHING in our lives, was when Ms. Fenton came down with an

1313 early and SEVERE case of MENOPAUSE, which I have several emails and texts where she  
1314 describes in great detail how that has destroyed her ability to SLEEP as well as her quality  
1315 of life.

1316 The MENOPAUSE problems began about five years before she left me, while I  
1317 credit it for about 25% of the ANGST between us and as a major contributory factor to our  
1318 divorce. But after Ms. Fenton moved out, to her apartment, the menopause got so bad  
1319 that she began HORMONE THERAPY, and that was when the hormone therapy  
1320 CONFLICTED with her medication for NARCOLEPSY, thereby making EVERY NIGHT  
1321 OF SLEEP SINCE, horrific, as she describes in great detail in some of the texts she sent  
1322 me, as recently as a month or two prior to hiring Ms. Story to ACCUSE ME and MY  
1323 EMOTIONAL ABUSE as the source of her health problems, her inability to sleep, and her  
1324 physical frailty.

1325 I believe that another SIGNIFICANT COMPONENT, is ALL THE FRAUDULENT  
1326 ACTIONS that she has taken to DESTROY EVERYTHING that we BOTH HAD EVER  
1327 OWNED OR BUILT TOGETHER, combined with the fear and anxiety, that she could go  
1328 to prison or lose her professional license for bankruptcy fraud, as that was a TOTAL  
1329 SETUP, to simply STEAL MY HOME AWAY FROM ME, since it was JOINTLY DEEDED,  
1330 but the mortgages were in her name. I made endless offers for a peaceful resolution to  
1331 migrate our home for either of our use, but none of them left me penniless and homeless,  
1332 so NONE of them were GOOD ENOUGH! She got excited about a few offers, where I tried  
1333 to give her my equity, but then depression would set back in and she would bounce back  
1334 that she couldn't afford the house on her own while paying my alimony. I offered  
1335 repeatedly to LOWER the alimony payments, because I wanted so badly for her to keep



1336 what started off as “the house of HER DREAMS”, but she would get excited then crash  
1337 with depression and hopelessness again (her lifelong demons, since her preteen years).

1338         Around January of 2019 I invited her to a counseling appointment with me,  
1339 because SHE WANTED TO REMAIN FRIENDS, but I didn’t see HOW THAT WAS  
1340 POSSIBLE under the circumstances, regardless of how badly I wanted it to be possible.  
1341 So I offered to allow Ms. Fenton to come see my Counselor, and a signed a release for my  
1342 Counselor to tell Ms. Fenton ANYTHING THAT SHE WANTED TO KNOW ABOUT ME,  
1343 to answer her EVERY QUESTION! Ms. Fenton JUMPED at the opportunity to attend  
1344 Counseling with me, when I offered it to her. Regretfully, in the end, Ms. Fenton was angry  
1345 and yelling at my Counselor that I KEEP WORRYING ABOUT HER, AND TRYING TO  
1346 MAKE A MORE ADVANTAGEOUS PATH FOR HER in our divorce... offering her our  
1347 home, or my equity in our home to help buy her a condo, instead of leaving her in a dead  
1348 end apartment where she had no tax write-offs, and made too much money not to have  
1349 any tax write-offs. I still didn’t understand just how dramatically, or permanently, she  
1350 PLANNED to “crash and burn”. I was trying to give her some INCENTIVE to continue to  
1351 pursue and grow in her career. She told my Counselor how absurd she thought that it was  
1352 that I had no job or anywhere to go, but I was still more concerned about her quality of  
1353 life after our divorce was final. I SO WANTED to leave her in a better place than I found  
1354 her in! But she wouldn’t let me! She yelled at my Counselor that I needed to “quit worrying  
1355 about her and start worrying about myself!”

1356         I had spent the past 15-years fighting every battle that I could for her, which were  
1357 most of her battles. I had publicly taken the blame for things she or we had done wrong.  
1358 Her PRIDE is another stronghold in her life, so it is CRITICAL to her that people think

1359 the best of her. While I don't put much stock in what people think about ME, so I would  
1360 carry her shame and blame wherever I could. In the end, it unintentionally made me the  
1361 perfect pansy, while she was the one person that I never thought once about protecting  
1362 myself from, prior to her secret divorce.

1363 Everything I had in life were invested into HER and OUR HOME, and now I have  
1364 lost both. Then came Attorney Virginia Lee Story who demonized me before I ever entered  
1365 Court, made outrageous claims about my person and spoke about me as if I was a monster,  
1366 and within that first trial on 8/1/2019, Chancellor Binkley replied: **"WHO WILL**  
1367 **CONTROL MR. FENTON"** tried to rwhat was going to was yelled at my counselor that

1368 **In**

1369  
1370 and State benches how it could come Binkley in Tennessee I have YET to meet an  
1371 impartial tribunal

1372 which I was denying me the legal rights I was BORN WITH in this wonderful  
1373 Country! of on my "bad actors" list those who have worked with her to deprive me of my  
1374 rights, and apparently Attorney mentor and and bring back with me some JUSTICE to  
1375 help protect other disabled AND Pro Se litigants within Williamson County! If you can  
1376 listen to an attorney and a Judge BASH on somebody, threaten them, harass and abuse  
1377 them right in the Court Room, while everything they say is the OPPOSITE of what was  
1378 said in the previous hearing where I had Counsel, then frankly you are a part of the  
1379 problem, not part of the solution, and all the more reason that a FEDERAL  
1380 INTERVENTION IS REQUIRED!

It is NOT “my word” against “theirs”, I have provided you with audio recordings, transcripts, and mountains of EVIDENCE, all of which has not motivated a single hair to REACH OUT AND HELP THE INJURED PARTY!

If for no other reason, I can GUARANTEE that Attorney Virginia Lee Story had exparte’ communications with Chancellor Binkley regarding my case, because whenever I called Ms. Story’s OFFICE TO TALK WITH HER, she had her staff tell me that Judge Binkley expressly instructed her NOT TO SPEAK WITH ME OVER THE PHONE, to only communicate with me via email. While I PROMISE YOU, that was NEVER SAID IN A COURT ROOM WHICH I WAS IN AT THE TIME, nor will you find it on any of the Court Transcripts!

Any person who is willing to walk past a drowning man, obviously held down by the forces of SECRECY, INEQUALITY, DECEIPT, PERVERTED APPLICATIONS OF LAW, DARKNESS, needs to be removed from power so that someone with the MORAL FIBER to **INJUSTICE**, in Williamson County

CONTINUE TO FII am not seeking another extension to correlate with the Supplementation and Correction of the Record, but would like that information on Record to reference as it should be and was meant to be, before I was violently torn from my home with only three-days’ notice, under the false allegations of Appellee’s Counsel in Court on 8/29/2019, that otherwise I would “dissipate marital assets”. Although I had reached-out to Ms. Story the day BEFORE trial, simply to touch-base, to advise her regarding the progress on my ONE AND DONE filing, to

determine when, where, and how she preferred that I provide her a copy, to ensure that I didn't accidentally cross paths with Ms. Fenton, violating the OP Exparte' in place. The language, tone and flow of my email were genuinely kind, courteous, respectful, and inviting. (I started off being really NICE!)

In that email I had already exhaustively explained the TRUTH about the concerns she had expressed to my prior Counsel, Charles M. (Marty) Duke, regarding MY "dehumidifier" and OUR MARITAL Sony Bravia 55" TV. Unfortunately, to my tremendous harm, Ms. Story still chose to mislead the Court about both the following day, during my 8/29 trial.

Which in my understanding of the Court Order it appears to me that I was harshly punished by Chancellor Binkley during the 8/29/2019 hearing in reaction to Ms. Story's incorrect and misleading claims about the "dehumidifier" and "TV". Further stating that I was "Dissipating Marital Assets", which clearly wasn't true, as there was no more PERSONAL PROPERTY which remained at the residence to be divided. As we had been separated for a YEAR already, Ms. Fenton had long ago taken most of her Personal Property, having both filled-up her apartment plus one or two storage units with HER share of what was previously our personal property. That matter was completely settled, as is specifically stated on Page-2 of Ms. Fenton's "COMPLAINT FOR DIVORCE", drafted and filed by Ms. Story's office. After which, for some reason, MY PERSONAL PROPERTY kept being treated as if it were OUR MARITAL PROPERTY or "ESTATE". However, if that were the case, then Ms. Fenton would need to first return all HER

PERSONAL PROPERTY (from her apartment and storage unit(s)) in order for that to ever be FAIR.

The image above is from Technical Record Volume-1, Page-2. I reminded Ms. Story numerous times about this, appearing to be some “sleight-of-hand” to me, confused and upset by the repeated threats of “converting” MY personal property, without including any of Ms. Fenton’s personal property, as part of our “MARITAL ESTATE”.

**IV.**

Plaintiff would show that the parties have no assets other than personal property which has been divided with the exception of a few items. Husband and Wife have lived separately since April 2018.

My understanding from the 8/1/2019 Court Order (TR.v1 (110-112)), as explained to me by my temporary Counsel Attorney Mitchell Miller, the Order allowed me to both TAKE my personal property with me and/or to SELL it to meet my immediate NEEDS. It was the only means granted by the Court to satisfy the financial shortfall suffered because of the Court abruptly terminating my rental income, which was my only means of support at that time.

However, at the 8/29/2019 hearing, where I could no longer afford Counsel to represent me, having already lost my home by Court Order while learning that Appellee had already secretly filed for bankruptcy, thwarting my hope of receiving any promised alimony from her. I simply had no financial means, prospects, or leverage left, no remaining assets or support moving forward, from which I could reasonably expect to be able to continue paying Counsel.

As such, while knowing how detrimental that would prove to me, I could find no alternative other than representing myself “Pro Se” during the 8/29/2019 hearing, and through every action to follow. At which point, during my hearing on 8/29/2019, it appeared to me, that every provision and protection which I was afforded during my 8/1/2019 trial, instantly and irrevocably vanished.

As a result of Ms. Story’s alarmist claims, testimony, and requests in Court, all within less than 30-minutes, I left the “Old Williamson County Courthouse” in Franklin Tennessee, with my forced eviction from my home FIVE DAYS later on 9/3/2019, while DENYING me the right to take ANY of MY personal property with me, while requiring me to “TAG” every item (of MINE) which I HOPED to KEEP (literally being THOUSANDS OF ITEMS, nearly EVERYTHING THAT I OWNED, which is WHY I OWNED IT), as Ms. Story demanded, since that was what the Court Required of Ms. Fenton. But Ms. Fenton owned less than a DOZEN items remaining at the property, needing to be “TAGGED”. (Hence I believe that was a proverbial death sentence for me, which was literally impossible for me to complete, along with everything else required for me to be able to immediately and unexpectedly move 600-miles away to seek shelter with my mother, in the unfinished BASEMENT of her 780 SqFt Home in MICHIGAN.)

While at Ms. Story’s urgent request, the Court Ordered the WCSO to physically escort me out of my home and off of my property, on Tuesday September 3<sup>rd</sup>, at 12 NOON, (with only FIVE DAYS NOTICE, contrary to Ms. Story’s incorrect claims that I had thirty plus days of notice) while checking to ensure that I didn’t remove anything from MY HOME other than a carload of my clothes, my toiletries, and my medications, as ordered by the Court.

When the four WCSO Deputies arrived on Tuesday September 3<sup>rd</sup> at Noon, I had been awake SINCE COURT on 8/29/2019, frantically trying to TAG all MY STUFF which I WISHED to KEEP, while THREE of those days were spent assisting my roommates with moving OUT and moving furniture, while one of my roommates (Jesse), a gentleman of 62 years of age, I discovered has serious medical problems, which I was previously unaware of. As a result of the 8/1/2019 Court Order, Jesse was forced to become HOMELESS, living in his tiny car for a week or two, until his replacement rental would be ready. Jesse complained that he did not have the money for a weekly motel or other temporary shelter (nor did I), that he simply had NO WHERE TO GO. I allowed him to remain in my home until my very LAST day, but I could not CLEAN the dishes, the kitchen, his sheets, or his bedroom until he vacated the premises.

I felt horrible, having promised him in his 1-YEAR lease that he would never have less than a 90-day notice. Although the Court was informed of Jesse's and Chris's leasehold interests, having wanted my tenants to vacate within TEN days at first, thirty days was the absolute most notice which the Court would allow.

Despite my compassion and desire to show more care for Jesse, I was finally forced to demand that he leave, threatening to otherwise carry his personal effects out to the driveway myself. Jesse left behind a bunch of medical IV type equipment in his closet, which I had never seen before. I felt even worse, regarding his situation, but I was in no position to save myself, let alone to help Jesse.

Incidentally, this was against FEDERAL LAWS also. Although Ms. Story made one untrue claim after another, the reality is that it only takes ONE OWNER OF A PROPERTY, THE ONE WHO

CURRENTLY HAS POSSESSION, to enter a legally binding Lease Agreement. (I spoke with Real Estate Attorney Judy Wells prior.) While if a home is SOLD or enters FORECLOSURE while a LEASE is still active, that TENANT IS FEDERALLY PROTECTED FOR A MINIMUM OF 90-DAYS OR THE REMAINING DURATION OF THEIR LEASE, WHICHEVER IS GREATER!

Finally, I only had 24-HOURS remaining in MY HOME BY MYSELF to CLEAN-UP after they left, while still having hundreds if not thousands of items yet to be “TAGGED”.

In an attempt to try to help stage the property better, I had Chris (my more robust 55-year old roommate) help me carry one of the beds into the bedroom where I thought it would look best. At the very end I RUSHED and WASHED ALL THE SHEETS, TOWELS, DISHES, AND LINENS, but I simply ran out of TIME before folding it all, putting it all away, and making all the BEDS. Since Chris vacated a day earlier, I was able to clean his bedroom, but I simply did not have TIME to clean Jesse’s bedroom, though I did wash his sheets and pile them on his bed. Having a little more time with my own bedroom, I made sure that my new bed was neatly made with fresh sheets.

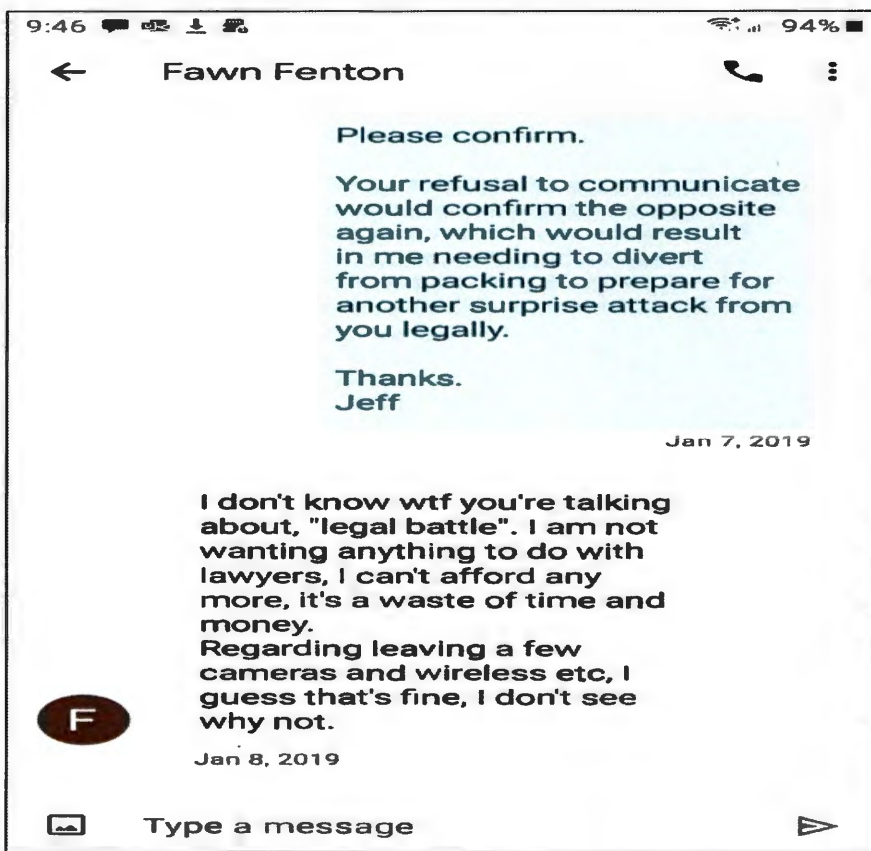
All to later learn that my efforts were for nothing, as horrible accusations were made about the condition which I left our home in, without the slightest consideration for my real challenges as I attempted the literally impossible task requested by Ms. Story and Ordered by the Court. Requiring that I “TAG” every item which I hoped to keep! While vacating my home and the State of Tennessee, where I had 25-years’ worth of relationships to say “goodbye” to, while only having TIME for a couple. I believe that was a completely unreasonable request and order, as I HAD NEVER OFFERED TO FORFEIT ANYTHING WHICH I OWNED! There was NO NEED for



me to “TAG” anything! (Which I voiced to Ms. Story, without any indication that she cared, as she refused to relinquish any demands.)

That language was entirely created and driven by Attorney Virginia Lee Story. It all seemed so violently assaultive, unfair, unnecessary, and unreasonable to me, since Ms. Fenton had MONTHS to move out, as I had gently assisted her day after day, with a carload at a time, or at whatever pace she chose. In contrast, I was forbidden from even taking my brand-new BED, which my mother had purchased for me just a couple of months prior, clearly never being “marital property” of any sort! While again, the issue of DIVIDING OUR PERSONAL PROPERTY was settled on PAGE-2 of Ms. Fenton’s COMPLAINT FOR DIVORCE! So, by what justification was all this damage caused to me and Jesse?

Rather than “rant” about who did what when and what that revealed their real MOTIVES to be, along with citing each instance of subsequent harm I suffered, I believe that it will be easier for you to understand (and less offensive), if I simply SHOW YOU. Although this is a lot of material, I know of no better way to EXPOSE the TRUTH, than to SEQUENTIALLY SHOW my communications with Ms. Story below, both in COURT as well as via email, often immediately before or after Court. While I believe that the “in court” and the “outside court” narratives are



almost polar opposites. But please do not take my word for it, it is a quick read, and the “STORY” speaks for itself (please determine which of us operated in “good faith” throughout, even if not always politely):

1381



## AMENDMENT XIV

*Passed by Congress June 13, 1866. Ratified July 9, 1868.*

**Note:** Article I, section 2, of the Constitution was modified by section 2 of the 14th amendment.

### Section 1.

All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and of the State wherein they reside. No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.

### Section 2.

Representatives shall be apportioned among the several States according to their respective numbers, counting the whole number of persons in each State, excluding Indians not taxed. But when the right to vote at any election for the choice of electors for President and Vice-President of the United States, Representatives in Congress, the Executive and Judicial officers of a State, or the members of the Legislature thereof, is denied to any of the male inhabitants of such State, being twenty-one years of age,\* and citizens of the United States, or in any way abridged, except for participation in rebellion, or other crime, the basis of representation therein shall be reduced in the proportion which the number of such male citizens shall bear to the whole number of male citizens twenty-one years of age in such State.

### Section 3.

No person shall be a Senator or Representative in Congress, or elector of President and Vice-President, or hold any office, civil or military, under the United States, or under any State, who, having previously taken an oath, as a member of Congress, or as an officer of the United States, or as a member of any State legislature, or as an executive or judicial officer of any State, to support the Constitution of the United States, shall have engaged in insurrection or rebellion against the same, or given aid or comfort to the enemies thereof. But Congress may by a vote of two-thirds of each House, remove such disability.

### Section 4.

The validity of the public debt of the United States, authorized by law, including debts incurred for payment of pensions and bounties for services in suppressing insurrection or rebellion, shall not be questioned. But neither the United States nor any State shall assume or pay any debt or obligation incurred in aid of insurrection or rebellion against the United States, or any claim for the loss or emancipation of any slave; but all such debts, obligations and claims shall be held illegal and void.

### Section 5.

The Congress shall have the power to enforce, by appropriate legislation, the provisions of this article.

*\*Changed by section 1 of the 26th amendment.*

# Comptroller's Handbook

## Consumer Compliance

### Protecting Tenants at Foreclosure Act

Version 1.0, March 2020



# DUE TO COVID-19

I NEED to get a JOB from HOME  
Because of my Mother's Health  
Which I CAN'T DO with this STUPID OP!  
Please have the OP REMOVED and  
EXPUNGED or Start Sending Me  
SUPPORT PLEASE!

## ASTHMA, ALLERGY AND IMMUNOLOGY CENTER

S. Anne, M.D. R. Botta, M.D. I. Badr, M.D. R. Mahajan, M.D. H. Azzam, M.D.

Patient Name: Marsha Fenton  
Visit Date: 7/2/2020

Thank you very much for letting me participate in the management of Marsha Fenton, who was seen by telephone consultation on 07/02/20. Marsha states that her IgA deficiency has been stable. She denies any upper or lower respiratory tract infection. She has been following strict avoidance measures from exposing to the COVID-19 infection. She is wearing the mask. She is staying home. Her son also stays with her, who is not working at this time. She denies any fever, chills, or rigors. She denies any upper or lower respiratory tract infection.

PHYSICAL EXAMINATION: Deferred at this time since this was done by telephone consultation.

IMPRESSION: Ms. Marsha Fenton has:

- 1. IgA deficiency, and
- 2. Chronic rhinosinusitis.

RECOMMENDATIONS:

- 1. Marsha is prone to develop recurrent infections. Therefore, I advised her to follow strict isolation measures from exposure to COVID-19 infection.
- 2. Since her son stays with Marsha, I strongly recommend that her son should do his work from home since it will reduce significantly the risk of exposure of Ms. Fenton to the COVID-19 virus.
- 3. A follow-up appointment has been scheduled in one year but I advised her to contact me as soon as the pandemic is over for further evaluation and treatment.

Signed Electronically By Suresh Anne, MD  
Signed Date: 7/3/2020 9:16:00 AM

E-Faxed to Ravikumar Peddireddy, MD On 7/3/2020 9:16:00 AM

## ARGUMENT

### MS. FENTON'S ATTORNEY'S FEES

1382 Followed by the "Conclusion" that the costs be taxed to the Appellant and "Appellee  
1383 awarded her attorney's fees." So far every Court action to date has "awarded" the Appellee  
1384 her attorney's fees, yet I have never seen a single bill for Ms. Story's services, or for the  
1385 rest of Ms. Fenton's legal entourage, while abandoning me with nearly \$100k of truly  
1386 MARITAL DEBTS in my name, refusing me funds previously promised by Ms. Fenton for  
1387 EQUIVELANT COUNSEL to represent ME (as I have PROOF PROMISED)! As further  
1388 evident in this brief email to me by Ms. Story on this topic:

---

*On Nov 12, 2019, at 9:03 AM, Virginia Story <virginia@tnlaw.org> wrote:*

*Mr. Fenton,*

*We did not request an award of attorneys fees. Please refer to the Final Decree sent to you there is no Judgement against you for fees.*

*Ms. Fenton will pay her fees.*

*Thanks,*

*Virginia*

---

1389 I suspect this is because “they” don’t even want me to KNOW how many tens-of-  
1390 thousands or hundreds-of-thousands of dollars Appellee’s wealthy disgruntled family  
1391 spent to abruptly DISCARD me penniless and homeless, without ANY financial  
1392 responsibility or care for my basic minimum necessities, such as replacement shelter  
1393 (after having TAKEN MY HOME BY FORCE – WITHOUT DUE PROCESS), refusing me  
1394 the slightest bit of vocational training, support for food, healthcare, continued  
1395 medications, car insurance and gas as I try to transition back into having an hourly job  
1396 again for the first time in nearly 15-years.

1397 After Appellee unilaterally chose to voluntarily forfeit OUR HOME, in which I had  
1398 invested the totality of my life’s work, earnings, and even my premarital retirement  
1399 savings. While Appellee intentionally DENIED ME ANY legal or ethical NOTICE, while  
1400 even refusing to acknowledge or answer my direct questions regarding the matter (which  
1401 is how I KNOW it was “intentional”). Appellee, along with her teams of counsel,  
1402 specifically sought to deprive me of ANY OPPORTUNITY to attempt to save my



1403 PROPERTY INTEREST, or even to allow me to mitigate my losses, as is demanded in the  
1404 14th Amendment for EVERY United States Citizen!

1405 At 50 years of age, both Ms. Fenton and the State of Tennessee OWED me more  
1406 than being dumped off the side of a cliff into the trash, with absolutely no opportunity to  
1407 obtain vocational training and transition back into the workforce, to support myself again.

1408 ➤ This is a BASIC inalienable RIGHT as a HUMAN BEING, as defined by the  
1409 UNIVERSAL DECLARATION OF HUMAN RIGHTS, honored even by  
1410 POOR THIRD-WORLD COUNTRIES, in Article 25:

1411 ➤ Everyone has the right to a standard of living adequate for the health and well-  
1412 being of himself and of his family, including food, clothing, housing and  
1413 medical care and necessary social services, **and the right to security in the event**  
1414 **of unemployment, sickness, disability, widowhood, old age or other lack of**  
1415 **livelihood in circumstances beyond his control.**

1416 ➤ EVEN THE LEAST OF THE NATIONS GLOBALLY GRANT IT'S PEOPLE THIS  
1417 BASIC RIGHT TO AID SURVIVAL DURING AN EMERGENCY **BEYOND**  
1418 **ONE'S CONTROL**, which is EXACTLY what I experienced in Brentwood  
1419 Tennessee! **An EMERGENCY WHERE I NEEDED AID TO SURVIVE,**  
1420 **DUE TO CONDITIONS FORCED UPON ME, WHICH WERE WHOLY**  
1421 **BEYOND MY CONTROL!**

**DECLARATION**

I, JEFFREY RYAN FENTON, declare under penalty of perjury that the foregoing is true

[Insert Appellant/Appellee or counsel]

and correct to the best of my knowledge.

Respectfully submitted on: 1/19/2021

  
[Signature of Appellant/Appellee or counsel]

JEFFREY RYAN FENTON (pro se)

17195 Silver Parkway, #150

Fenton, MI, 48430

jeff.fenton@live.com

(P) 615.837.1300

(F) 810.255.4438

## CERTIFICATE OF SERVICE

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

Virginia L. Story  
136 4<sup>th</sup> Ave. South  
Franklin, TN 37064  
Fax: (615) 790-7468  
Email: virginia@tnlaw.org

Clerk & Master  
P.O. Box 1666  
Franklin, TN 37065-1666  
Fax: (615) 790-5626  
Email: elaine.beeler@tncourts.gov

Court of Appeals  
100 Supreme Court Building  
401 Seventh Avenue North  
Nashville, TN 37219-1407  
Fax: (615) 532-8757  
Email: appellatecourtclerk@tncourts.gov

Forwarding Date: 1/20/2021



JEFFREY RYAN FENTON (pro se)

RE: TN Courts: Help Request Form - Appeal to Supreme Court (REQUEST TO ESCALATE CASE FROM AP...

File Message Help Acrobat

RE: TN Courts: Help Request Form - Appeal to Supreme Court (REQUEST TO ESCALATE CASE FROM APPELLATE T...



Jeff Fenton [redacted]
To Jim Hivner; Lisa Marsh; appellatecourtclerk; elaine.beeler@tncourts.gov; john.coke@tncourts.gov; appellatecourtclerk
Cc Virginia Story; Kathryn Yarbrough; marybeth@rothschildbklaw.com; complaints@tbpr.org

Reply Reply All Forward

Tue 1/19/2021 11:47 PM

APPENDIX 14-2

You replied to this message on 1/20/2021 12:03 AM. This message was sent with High Importance.

2021-01-17 Michigan Unemployment Insurance EXHAUSTED - NEED IMMEDIATE RELIEF OF OP TO WORK or SUPPORT, Restitution, Damages PLEASE.pdf 295 KB

2004-02-09 WHY Fawn LOVES Jeff with Markup (Redacted).pdf 65 KB

2004-04-28 Hunts Complaint Letter (Standing-Up for Fawn).pdf

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

Hello Mr. Hivner,



Zillow

Edit Save

4 bd 3 ba 2,640 sqft

1986 Sunny Side Dr, Brentwood, TN 37027

Sold: \$540,000 Sold on 02/17/20 Zestimate®: \$559,311

Est. refi payment: \$2,293/mo Get current rates

Home value Owner tools Home details



(To need to spend 12-16 hours everyday sifting through remnants of the life that was STOLEN from you, just to GET FREE, do you KNOW HOW INHUMANE THAT IS? I have WASTED 4,000 HOURS of my LIFE this past year, SEEKING the SMALLEST DROP of JUSTICE!)

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

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

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

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

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

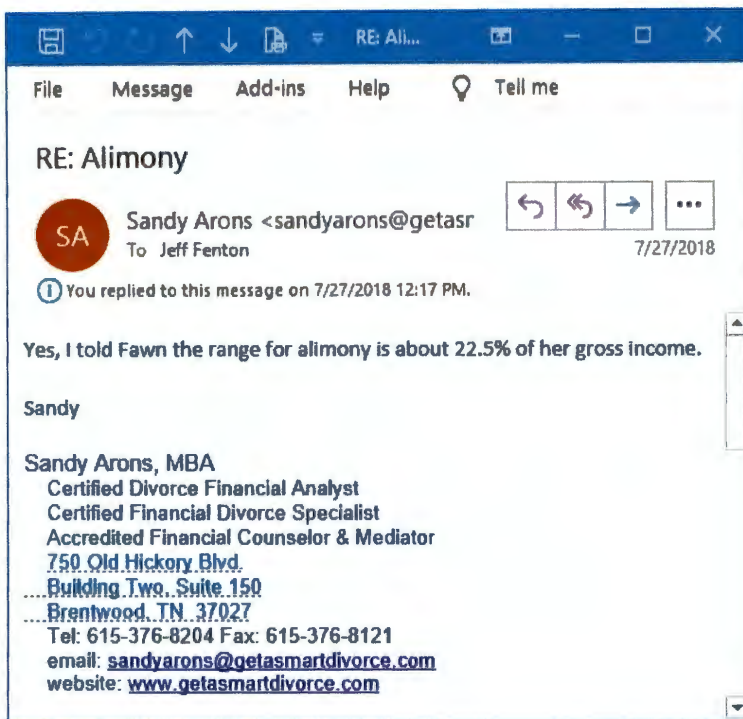
I know, I'm so sorry. I've tried to put up with the conflict for years, because I knew how devastated you would be if we broke up, and I didn't want to do that to you. But I just can't keep going, it's killing me inside.

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

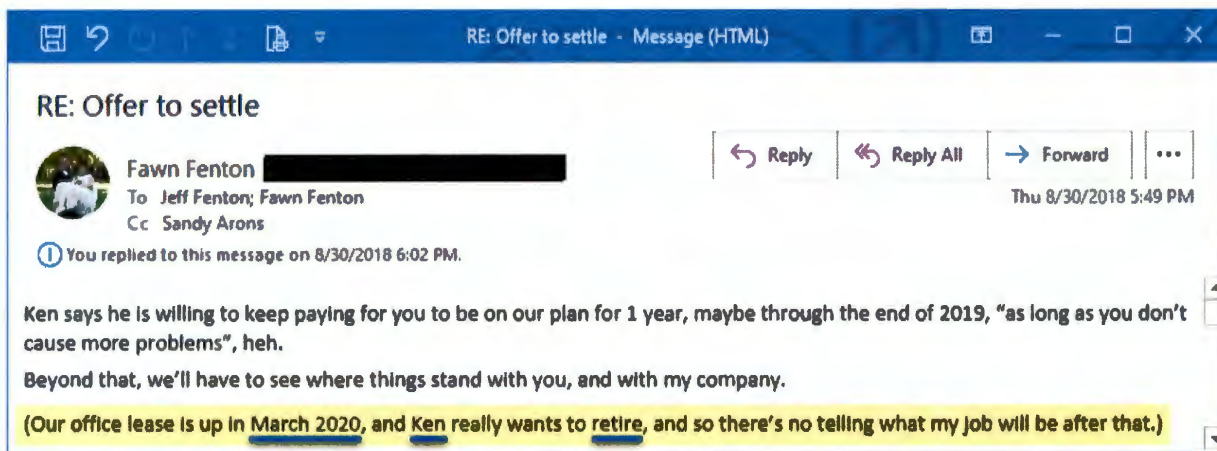
"Irreconcilable Differences."

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

Conflict is always a choice. You can never have conflict without at least two people trying to dominate each other with their opinions.  
Without two people committed to changing each other's minds, more than they are committed to the other PERSON.  
You know a divorce isn't God's will for us, or the reason that he brought us together.  
You want to keep all the good and throw away all the bad, when EVERYONE is a mixture of both good and bad.  
That's what you could never accept. That your feelings aren't always accurate. That you are an emotional roller-coaster, especially since menopause began five years ago. You are relationally unable to commit to any path of progress, to believe there is ANY hope, to visualize and walk toward the light.  
That breaks my heart! Since there isn't a dang thing that I can do about that!



Please forgive the fact that much of this was not written for "public release", it was a rough draft, choppy in places, and written for the free legal HELP website, as well as for the Board of Professional Responsibility and the Board of Judicial Conduct, whom I'll also forward this to, so please likewise download the files to have the evidence to proceed with my complaints.



Hopefully the Tennessee Supreme Court can resolve this minor issue of imminent important, without which I can't work with my mother's immunity disorder, so I need to work all day every day at somehow getting Williamson County's Noose off from Around my Neck. Some sort of "peaceful protest", political or legal action, or a cure of some sort. If this fails, then I need to escalate this to the United States Court of Appeals, because I can't wait years longer to be able to work, and I believe that I have a better shot with them than the Federal Court in Tennessee. The only down side, is that the ONLY Federal portion which has been heard so far by the Tennessee Federal Court, is Ms. Fenton's BANKRUPTCY. So my best chance is to file for Bankruptcy Fraud in the United States Court of Appeals for the Sixth Circuit. Then I believe that I'll be able to add the "Color of Law", 14th Amendment, HUD violations, ADA Exploitation and Abuse. I've spoken with the FBI, and I'm hoping to possibly have the "bad players" prosecuted under the RICO ACT, since this has created a financial burden upon another States financial resources and welfare system, totally without NEED.

I'd hate to risk the potential criminal consequences for Ms. Fenton to appeal her Bankruptcy for fraud, by not disclosing my financial interest and ownership in our HOME as well as ALL the personal property inside. While The Federal Court made judgments about MY PERSONAL PROPERTY (under horrible, manipulative faith, to supercede TN State Property Income and Assets protections, which I had properly filed).

Fawn Fenton

mobile

Thanks!

I was just reading about the 2018 tax code

Have you figured out the income tax ramifications of having no mortgage interest deduction (because you will live in an apartment), plus no spousal dependent (another lost \$12k write-off), plus not being able to write-off the alimony you pay me, combined with the new 2018 tax laws? (Not to mention the loss of the "business in home" and other MM write-offs)?

Seriously, I'm concerned for how you have and continue to set yourself-up for your future.

It looks to me, like you will have double the taxable income that you previously had, which won't likely change for 5-10 years, until you can afford to purchase another condo and complete paying my alimony

Have you really ran the numbers on all of this and considered for a moment if maybe there is some way for you to mitigate your tax losses?

It looks to me like you have created and are walking into the worst possible scenario tax wise, which will largely defeat much of the vocational success you've reached in recent years.

Am I missing something, misreading something, not understanding anything correctly? Have you discussed options with a CPA or even your brother, or someone with an MBA, or at least a tax professional?

I hate to see you screw yourself, especially to solely benefit Uncle Sam

Is there no better way of doing this?

Dec 22, 2018



Correct, my tax situation is going to suck for a very long time

Fawn Fenton (Mobile) • Dec 22, 2018

is there nothing we can do h

To help that?

Dec 22, 2018

Not that I know of.

Fawn Fenton (Mobile) • Dec 22, 2018



The Moment I KNEW!

Have you talked to your brother about it or asked an accountant?

Dec 22, 2018

Yes I've talked to mark and my dad. No haven't talked to an accountant 90k gross - 31k taxes - 21k alimony = 38k net Plus or minus

Fawn Fenton (Mobile) • Dec 22, 2018

No Incentive to Earn!

Goodbye Alimony!

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

Dec 22, 2018

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

Fawn Fenton (Mobile) • Dec 22, 2018



Yet the house would save you how much in taxes?

Debts are all from this year... how did we fall so far so fast?

Dec 22, 2018

Someday when alimony is done, I can get a job making only \$43k gross and have same net of +/- \$38k

Fawn Fenton (Mobile) • Dec 22, 2018

The Goal!

That is crazy... their must be a smarter way to spend all that you've worked for?



I really don't know what is worse, trying to manipulate bankruptcy fraud to solely INJURE the highly disadvantaged, disabled, unemployed, and currently unemployable spouse, while the Bankruptcy was STAGED, having known a YEAR in advance when Ms. Fenton's employer planned to retire (as documented therein), while EVERY motion in the Chancery Court was not only fraudulent, a "DECOY DIVORCE", but also intentionally planned as three separate, but simultaneous HIGH-VALUE attacks, to specifically exploit my KNOWN and documented disabilities, which just happen to be Ms. Fenton's PET PEEVES about me. That I'm TOO SLOW, and that I am psychologically UNABLE to MULTI-TASK significant tasks. That OR the denial of taking my Personal Property, to ONLY try to DISCARD it later! That is about as UNCONSCIONABLE as it gets!

Then to slap me with DEFAULT JUDGMENTS, as if the Court finds it REASONABLE to only read PART of a SENTENCE, rather than reading the WHOLE SENTENCE in context. There is no means by which it was REASONABLE to assume that after working myself tirelessly to turn in about 250+ pages of EVIDENCE on 8/29/2019, that I just QUIT caring about it and decided NOT to BOTHER PARTICIPATING AND DEFENDING MYSELF in the most HIGH VALUE ACTION AGAINST MY FREEDOMS AND RIGHTS, which in all honesty, I SHOULD be provided an attorney before anyone hearing. But certainly, the Judge's CLOSE and TRUSTED friend, shouldn't be filing such UNREASONABLE AFFIDAVITS, while Judge Binkley seems to have a "meet you half-way" system with Ms. Story, for some element of "plausible deniability", but in this case, NONE OF IT IS REASONABLE AT ALL!

9:47 94%

← Fawn Fenton ☎ ⋮

What happened? Why did you suddenly decide I am trying to get out of paying your alimony? (Which isn't true, I have always intended to pay you as we discussed.) Your mood swings are so weird. I thought, based upon our emails, that we were not going to harrass each other with legal contracts. As I said, the terms of your alimony will be immortalized in the final divorce filing, which we will do after the house sells. I don't understand why you are suddenly freaking out for no reason.

**F**

Jan 6, 2019

You agreed to put it writing before I leave, now you are pretending you never agreed to that and refusing.

☐ Type a message ➤

9:46 94%

← Fawn Fenton ☎ ⋮

Please confirm.

Your refusal to communicate would confirm the opposite again, which would result in me needing to divert from packing to prepare for another surprise attack from you legally.

Thanks.  
Jeff

Jan 7, 2019

I don't know wtf you're talking about, "legal battle". I am not wanting anything to do with lawyers, I can't afford any more, it's a waste of time and money. Regarding leaving a few cameras and wireless etc, I guess that's fine, I don't see why not.

**F**

Jan 8, 2019

☐ Type a message ➤

Just TWO 30-minute HEARINGS, without DUE PROCESS with an opportunity to SAVE MY PROPERTY INTEREST, in EITHER my income or my home. "Under Color of Law", pretending that the exact opposite of the Law happens to be legal.



I held out good for my raccoon buddy in my hand tonight, and he touched both his cold little nose and his paw to my hand.

I DID IT!!!



Apr 23 2019



OMG! raccoon!!! 😊

Fa Fenton (mobile) • Apr 23 2019

Was that not COOL AS HECK? I did like you told me... Trying to keep the door barely split so he didn't come inside, while taking a video with one hand, holding out the food in the other hand, trying to focus, call to him... And you say that I can't multi-task!

I've interacted with him a ton through the glass, and a little outdoors, but that was the first time that we touched each other. He was super gentle, with his warm soft little tongue eating out of my hand, with never the slightest nip!



Apr 23 2019



Love little raccoon!! 😊

Fa Fenton (mobile) • Apr 23 2019

This is **BLATANT** and **CLEAR**, and every day that I can't work I get a little more of my **EVIDENCE** sorted out, and eventually it will look good enough to be published and sent to every person in State and Federal government and the Courts from Tennessee to Michigan to Washington DC!

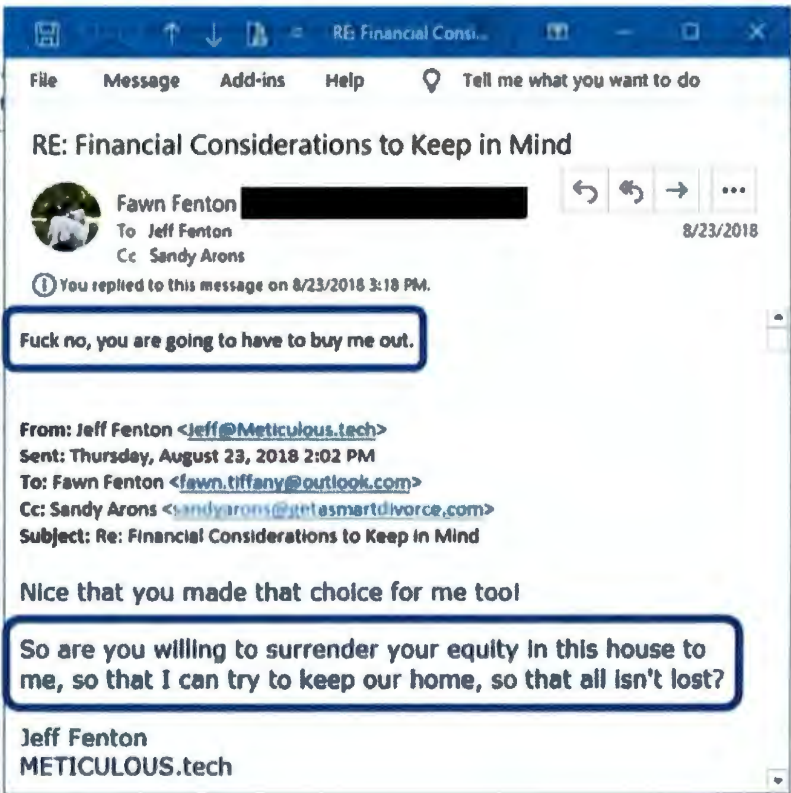
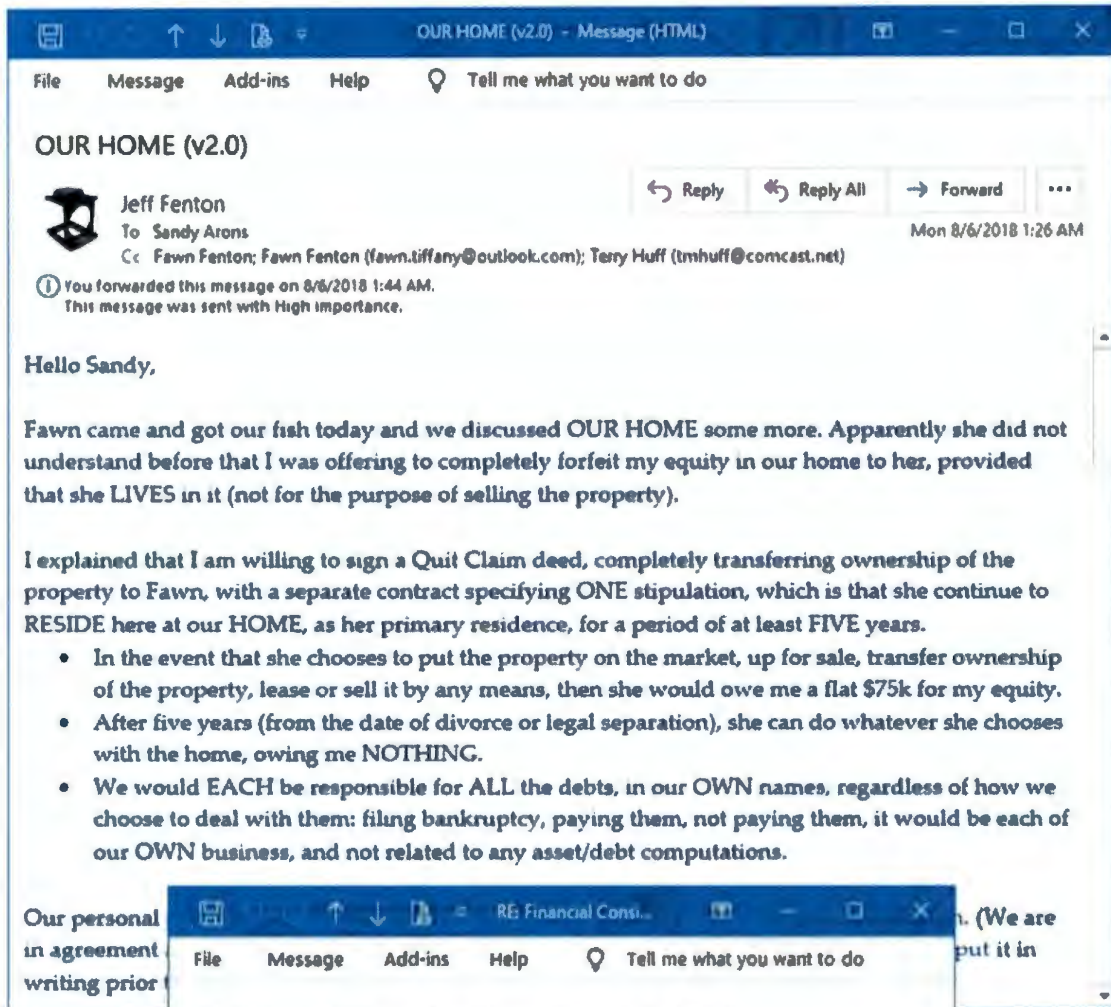


**LYNCHINGS ARE ILLEGAL NOW!**

Anyhow, I understand that because of the tremendous **ROOFING DISASTER WE SUFFERED**, which took up **TWO YEARS OF OUR LIVES**, were I had to **EXPOSE** two multi-billion dollar companies and one multimillion dollar company, in an effort to **RECEIVE** the Judgment we had won over a year earlier, so **THAT** is the only thing that **ANYONE** in the **WORLD** has to **FEAR** from me, as Ms. Fenton knows, and I believe that you all know.

But I'm busy **REDACTING** Ms. Fenton's name from documents, so that they can be published without violating your **HUMAN SHIELD**, whom I happen to love, I have forgiven completely, and I blame the "bad actors" for **BOTH** of our damages! Having illegally denied my State and Federal Constitutional Rights to be **HEARD**, to be allowed to **PARTICIPATE IN MY TRIALS**, to **RECEIVE DUE PROCESS BEFORE** any substantive **LOSSES!**

## 2018-08-06 OFFERED TO GIVE MS. FENTON MY EQUITY FOR FREE! (Regretfully She Declined)



So for the bankruptcy fraud, from what I can see, there is the false narrative which both Story/Ausbrooks used that our Marital Residence was MS. FENTON'S. Which as you will see by the provided documentation (and could have, should have, did know). Otehrwise my name wouldn't be listed in the WRONG FIELDS of the form, with the address!

While NO SUPPORT was disclosed by Ms. Fenton/Ausbrooks, either having taken place before or to follow, as we had many times agreed and she swore she would pay (as Ms. Story has seen multiple times by now). Even if you have the influence to withhold the EVIDENCE from one court, the TRUTH is still the TRUTH, while I have 40GB to PROVE it by all media formats!

**From:** Charles M. Duke <marty@mdukelaw.com>  
**Sent:** Monday, August 5, 2019 5:39 PM  
**To:** Jeff Fenton [REDACTED]  
**Cc:** Mitchell Miller <mitchell@schafferlawfirmtn.com>  
**Subject:** RE: Fenton v. Fenton

Jeff:

There is no definite date certain by which I agreed with Ms. Story to file an Answer & Counter-Complaint. However, until there is an Order entered relieving us as counsel in this matter, you should not file anything pro se.

Thanks. have a good evening.  
Marty

**From:** Jeff Fenton [REDACTED]  
**Sent:** Monday, August 05, 2019 5:36 PM  
**To:** Charles M. Duke  
**Cc:** Mitchell Miller  
**Subject:** RE: Fenton v. Fenton

Thanks Marty.

Can you simply inform me of any critical dates which I need to self-represent by, as I can not afford further representation:

For example, when did you get the ANSWER & COUNTER COMPLAINT extended to?

Any other time critical dates would be greatly appreciated.

Thanks.

**JEFF FENTON**  
**METICULOUS.TECH**

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

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A DIVISION OF METICULOUS MARKETING LLC

**The only way this could have even taken place, is corruption, deprivation of rights under color of law, and similar Federal and State Crimes!**

**So for the record, yes, I wanted to be DONE communicating with Ms. Story, because she has repeatedly UNCONSCIONABLY ABUSED ME, as you will see TWO SMOKING GUNS of EVIDENCE documenting! But NEVER did I want or plan to give up my RIGHT to protect myself or participate in ONGOING litigation against me! My note OFFERED to SACRIFICE the MONEY LOST IN OUR HOME AND THE ALIMONY which you all "beat the system", to criminally cheat me out of. NEVER, EVER, EVER did I offer to FORFEIT MY RIGHTS AS A UNITED STATES CITIZEN, or to allow any JUDGE who hasn't even HEARD me in the slightest, while DISCOVERY hadn't even begun yet, cast a DEFAULT JUDGMENT against me!**



Incidentally, as Marty Duke had TOLD me that Ms. Story had agreed to an Extension for my Divorce Answer and Counter Complaint, as they had just taken over the case with only a COUPLE of days notice, from Attorney BRITTANY GATES, who NEGLIGENTLY FAILED TO PERFORM, day after day, promising me drafts of my Answer/Counter more times than I have fingers and toes! Until finally I was able to reach Mitchel, who I had met nearly a year elarier, but who was between firms and didn't take my call when I originally hired Ms. Gates. So with a COUPLE of DAYS, while both the Court and Ms. Story REFUSED to evem provide my Counsel a few DAYS to get familiar with the HUNDREDS OF PAGES of DISCOVERY I SENT TO THEM, while your FOUR synchronisly staged actions, manipulating both Federal and State Courts to INJURE me as MUCH AS POSSIBLE!

While NEVER in my life have I ABUSED MS. FENTON! She was in COUNSELING when I met her, we went to counseling both seperately and together multiple times throughout our marriage, we were involved in a few small church groups, home fellowships, with an unlimited amount of TRANSPARENCY and an open invitation to speak into our lives, and NEVER ONCE in my LIFE have I heard Ms. Fenton, a Counselor, a Friend, a Pastor, or a Church leader MENTION the WORD "ABUSE" related to our relationship in any way! We both brought our own BAGGAGE into the relationship, which incidentally we each still have, but the multiple ACTS of FRAUD which the Court and Counsel helped Ms. Fenton COMMIT and become a PARTY TO, is by far the HEAVIEST weight hanging around her neck, dragging down her physical health, while she has also had a horrible time with MENOPAUSE for the past 7-DOCUMENTED YEARS! While now her HORMONE THERAPY for MENOPAUSE has been seriously conflicting with her "XYREM", the mediation she successfully took for NARCOLEPSY for over a decade, (which costs insurance \$11,000 per MONTH, so I'm not sure she can still even get it to help her sleep), causing her not to sleep for more than an HOUR or two at a time, while waking up to CONSTANTLY drenched sheets, as she had struggled with for YEARS prior to moving out, but to a lessor degree.



So we didn't sell the house because MS. FENTON changed her mind and refused to commit on PAPER to the \$1,750 per MONTH in Alimony, for a DURATION of 6-YEARS, as we had both previously agreed in our "Settlement Agreement". Hence that whole action was abuse by process, and fraudulent. While the "NO TRESPASSING" signs, though not at all illegal, where your CHIEF (and really only) piece of proclaimed EVIDENCE, while in the documentation provided, you will see YET AGAIN MS. STORY (I know you are SLOW to care about the TRUTH, or your OATH OF OFFICE), that Ms. FENTON DESIGNED THOSE "DISTURBING" SIGNS AT HER OFFICE USING THEIR CAD SOFTWARE! While I've also included texts from Ms. Fenton's BROTHER stating how their MOTHER LIKES both the SIGNS and the CAMERAS, because they make her feel like MS. FENTON IS SAFE!

As for the OP, based upon TEXT messages and emails, that all Ms. Fenton needed to do was click "BLOCK" on her phone and email, while I obviously had some EXTREMELY LEGITIMATE REASONS FOR BEING DISTRESSED, as Ms. Fenton DEMOLISHED MY ENTIRE LIFE UNILATERALLY, while calling HER CREDIT CARD DEBT (which was completely paid off before all of this started), which she used for HER COUNSEL REPEATEDLY in MULTIPLE COURTS and ACTIONS, while affording me no counsel at all, despite having her testimony to the opposite in an openly recorded conference we had at the beginning!

While the OP made a TON of OUTRAGEOUS claims that couldn't be FURTHER from the TRUTH! With the BLATANT ENTIRELY FALSE CLAIM that I said all the time that I was a member of the "EXTRACTION TEAM", which is a TERM that I had NEVER EVEN HEARD BEFORE, that EVERYONE who KNOWS me can testify they have NEVER heard me say, because I had never heard of it OR said it before reading it in your wild "NARRATIVE" which I compare to the "Land of OZ".



We haven't covered 1/10<sup>th</sup> of my REAL EVIDENCE yet!

Yet though you've manipulated the OP to use Ms. Fenton as a HUMAN SHIELD in an effort to protect YOURSELVES from public EXPOSURE (like I did with the bad roofing billionaires), to eventually have their TOP TIER corporate attorneys CALL UPON ME to draft up a mutually agreeable settlement. While Ms. Fenton at the same time had the Davidson County Sheriff's Department LEVY FIVE of the roofing company's WORK TRUCKS, including the Owner's PERSONAL TRUCK, to be AUCTIONED off to pay our judgment! While they still had the nerve to hire some arrogant corporate bankruptcy guy to try to smash ma and pa Fenton with a "MOTION TO QUASH", claiming the trucks were the PERSONAL PROPERTY of the owner, not business property. While we had high resolution photos showing them all in their glory at the impound lot, with ladder racks, shingles, shovels, etc... in the rear beds, with logos covering every side. We pierced their veil of CORPORATE protection, and they were ordered to PAY THE ORDER or their trucks would be auctioned as planned!

While I already had the PEOPLE VOLUNTEERING TO PAY THE MONEY FOR THEM, the whole "motion to quash" was because the OWNER did not want for him and his wwife to be required to sign HOLD HARMLESS agreements against Ms. Fenton and myself, as I had negotiated! But after that stunt in Court, everything was finally DONE within 24-hours. But it COMPLETELY CONSUMED TWO YEARS OF OUR LIVES! While though we were compensated for our judgment, interest, plus \$10k if I could take down the YouTube Channel and the WordPress Blog which told their WHOLE UNETHICAL STORY IN GRAPHIC DETAIL! (95% of the FIRT FOUR PAGES OF GOOGLE GRAPHIC! Very similar to all the EVIDENCE I have in this case, which you like to strong arm and usurp "under color of law". But whether in the State of Tennessee, the Sixth Circuit Court of Appeals, or through political and public efforts to exercise my FIRST AMENDMENT RIGHTS to SPEAK THE TRUTH, as damaging to you as you ALLOWED THE TRUTH TO BECOME! While also having the protection of Tennessee's ANTI-SLAPP law.



You can not (for long) "LEGALLY" deny a man public redress of HONEST and incidentally CRIMINAL actions taken to forcefully deprive him of EVERYTHING in his life, while even being INHUMANE ENOUGH to KEEP A NOOSE around his neck, preventing him from even working for \$10 - \$15 from HOME to help pay for his most basic LIVING EXPENSES! That is not only INHUMANE, and a violation of EVERY Oath of OFFICE, Code of Conduct, Judicial Canons, State and Federal Constitutions and Laws, but it is also HIGHLY DISCRIMINATORY because NEVER IN A MILLION YEARS would Chancellor Michael W. Binkley have allowed a WOMAN to be treated as I HAVE been treated by the Court! As much as we all like to defend women, that is now known as GENDER DISCRIMINATION! Not to mention the INSANE amount of ADA abuse, harrassment, exploitation which you have committed.

As even the BIBLE says, that what is DONE IN SECRET, shall be BROUGHT INTO THE LIGHT! While this is 100% IRREFUATABLE EVIDENCE WHY their should be INCREASED TRANSPARENCY AND ACCOUNTABILITY in EVERY COURT ROOM, CIVIL OR OTHERWISE! Why do you think it is, that the WEALTHIEST COUNTY in the State of Tennessee, keeps NO RECORDS or even cheap audio recordings of their Civil Hearings for TRANSPARENCY and protection of the PEOPLE, from EXACTLY this sort of collusion and corruption"?

This is also DEFINITIVE PROOF that NO JUDGE should hear an ARGUMENT by any attorney whom they are "FRIENDS" with! THERE CAN BE NO JUSTICE IN A COURT OF "FRIENDS!" (This case was just TWO fquick trials, a very complicated marriage and subsequent divorce, none of which you addressed at all, opting instead fot the "DECOY DIVORCE"! ) SO as they say with EVERY case of malicious litigation and judicial corruption, this is a "CASE WITHIN A CASE". The inside case of my marital relationship is hardly worth rehashing. All that is there is more LOSS for BOTH of us! But the CASE of how the Court and Counsel unconscionably violated a multitude of State and Federal laws, Constitutional and otherwise, along with oaths of office, and every level of ETHICAL CARE or the furthest thought of "IMPARTIALITY". EQUAL AND DUE PROCESS, or even providing a means for ME TO SURVIVE THIS DIVORCE WITHOUT BECOMING LITTERALLY HOMELESS HAD MY MOTHER NOT INTERVENIED AT THE AGE OF 51, which I had a beautfful \$500k HOME which I had my LIFE, my PRE-MARITAL 401k RETIREMENT SAVINGS, and around \$20k leveraged from the EQUITY of my PER-MARITAL DUPLEX AND HOME to invest in our MARITAL RESIDENCE!

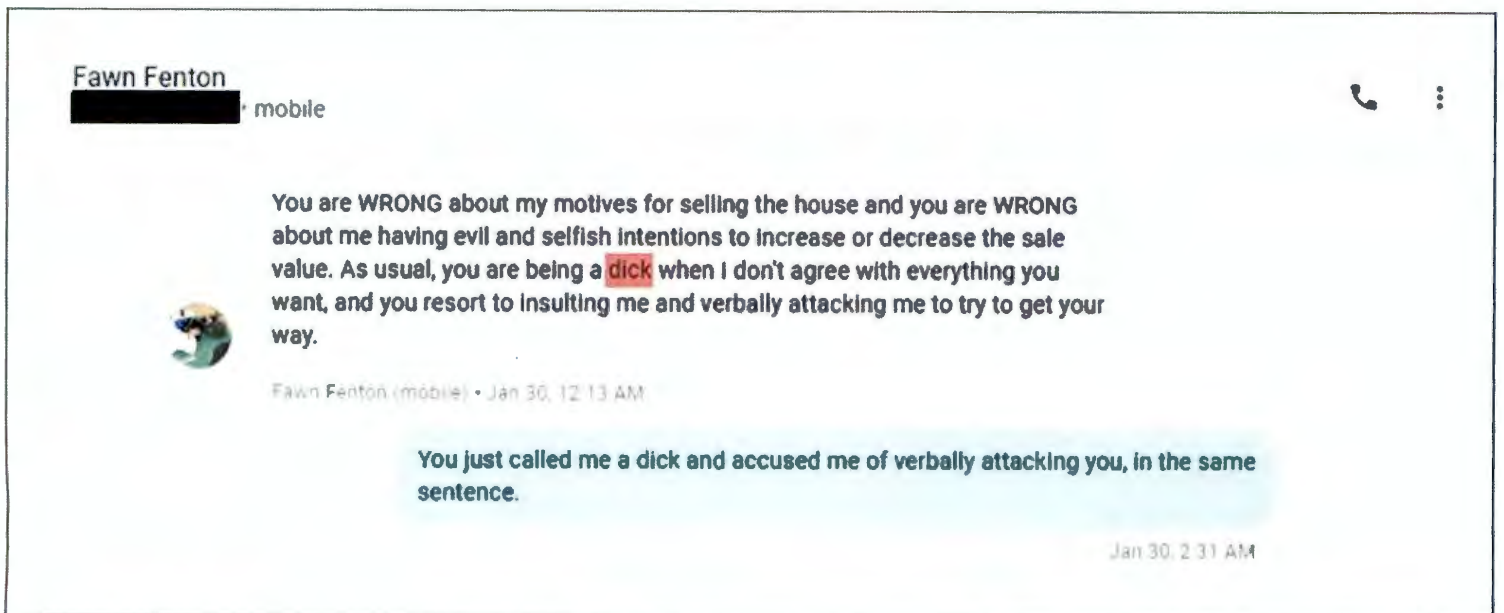
If it looks like a duck, if it quaks like a duck....

This is SO outrageously ABSURD to even PRETEND has been done by anything OTHER than "CLOSE TRUSTING FRIENDS"! You just made the PERFECT ARGUMENT for why the State of Tennessee MUST erect PROTECTIONS for the Citizens of Tennessee, between those who DECIDE the laws, and those who ARGUE the laws in their courts!

You got GREEDY! Mean, cruel, unconscionable, and inhame....

I hope that you are disbarred and find yourself in a cell beside Casey Moreland! Because that "patriarchial old guard", which the State of Tennessee claims it is trying to move away from, which I now refer to as "PLANTATION LAW", is an ABOMINATION of JUSTICE!

I hope that the State or Federal Courts, or public outcry, holds you fully accountable, so that you can FEEL what I FELT at your abusive HANDS!



Anyway, Cherio!

Whether in State or Federal Court, in Tennessee or afar, as long as you and Judge Binkley keep a NOOSE around my neck, ALL that I LITTERALLY CAN DO IS FIGHT TO EXPOSE YOUR CORRUPTION, to work toward common sense legal reform throughout the State of Tennessee, like NOT allowing your ADVERSARIAL COUNSEL to write-up COURT ORDERS against a Pro Se litigant, without allowing them to even participate in the PROPOSED/AGREED Court Order Process, as is allowed in some more ETHICAL Judicial Districts in Tennessee!



(RIGHT BEFORE THE STORM CAME THROUGH.... TWO HARD YEARS OF FIGHTING, TO GET FIXED AND PARTIALLY COMPENSATED.)

Based upon the EVIDENCE from this CASE (the external case of malicious litigation and judicial corruption), I see the FOLLOWING changes as JUSTIFIED AND NECESSARY! Actually, I see no reason other than CORRUPTION to NOT implement these changes, which I am suggesting to the Supreme Court:

- Be friends with whomever you want, but NO-ONE should be allowed to hear an ARGUMENT by a "FRIEND"! Although Judge Binkley claims that he can "separate" or compartmentalize opposing interests in his mind, he in fact did NOT do that! I can see NO JUSTIFICATION for the State of Tennessee to keep "playing with fire" on this issue! Without an IMPARTIAL TRIBUNAL, the entire JUDICIAL SYSTEM IS OF NO VALUE TO THE CITIZENS OF TENNESSEE! It becomes a powerful EVIL POWER yielded bny the slect few, who were SELECTED to SERVE the PEOPLE!
- It is TIME to quit asking a MAN if he can FLY, when by the simple NATURE OF HUMANITY, none of us can FLY! Judges are not "SUPER HUMANS"! While if they TELL US that they ARE, we need to send them in for psychological evaluations, question their motives for such irrationalness, caring more for their own recreation than their service to our State and Country! That is a clear violation of the Judicial Canons, and I don't know WHY it hasn't been FIXED YET! But now I belive you pushed it into the ABSURD CLARITY!

- The Williamson County Chancery Court told me on a recorded phone conversation that the ONLY reason there is the ADA line at the bottom of Court summonses, is in case someone needs a WHEELCHAIR brought out CURBSIDE to help a person get from their vehicle into the building! Insisting that beyond that, no other ADA allowances or exceptions are granted. That is in start violation of Tennessee's 2.07 ADA Administrative Order, along with the American with Disabilities Act!
- Chancery told me in the same recorded phone call, that their aren't any forms or information available for Pro Se parties. Recomming repeatedly that I hire an attorney instead, while I think that is a wonderful idea, but my ex-wife secretly blocked me out of all of our active MARITAL income and credit lines!
- I belive that the LITTERATURE, SIGNAGE, ABOUT JUSTICE FOR ALL, TNCOURTS.GOV, and ADA FORMS should be UNIFOR IN EVERY COURT HOUSE IN THE STATE OF TENNESSEE!
- I furthermore, do not belive that JUDICIAL DISTRICTS should be ALLOWED to make ANY "RULES" which could in turn DISCRIMINATE against a people group! Whether that is "socioeconomic" (it seems that I've read that term somewhere), due to disabiliity, or just because they don't want to lose their LIFE'S SAVINGS to someone who earns 25x per hour MORE than they do!
- I came up with a little tag line, "Where THRANSPARENCY and ACCOUNTABILITY are stifled, CORRUPTION THRIVES!" If I have my way, you have created your own worst nightmare, by IMPROVING the JUDICIAL INTEGRITY of the STATE OF TENNESSEE!
- That along with the tagline, "THEIR CAN BE NO JUSTICE IN A COURT OF "FRIENDS"!"
- Catchy, eh?
- Ok, I've got to get this on it's way. Please forgive the magnitude of my overwhelmedness, but then I have disabilities, which have been INTENTIONALLY EXPLOITED by MULTIPLE COMPROMISED MEMBERS of high repute, power, and authority. I may be expected to write a BRIEF and stand up against another MAN or WOMAN, but surely I'm afforded SOME PROTECTIONS FROM CORRUPTION under the Laws of this great land!
- Let's finish this up HERE, FAIRLY AND JUSTLY, NEVER AGAIN INSIDE A WILLIAMSON COUNTY COURT ROOM! If this must get escalated to Federal District Court for bankruptcy fraud, for your OTHER crimes against me under "COLOR OF LAW" then you will really make youself out to be a rank member of the Court, working in the EXACT OPPOSITE OF YOUR OWN CLIENT'S INTERESTS, strictly to ABUSE the disadvantaged and disabled party you caused unconscionable abuse and harrassment to!

## **DUE TO COVID-19**

**I NEED to get a JOB from HOME  
Because of my Mother's Health  
Which I CAN'T DO with this STUPID OP!  
Please have the OP REMOVED and  
EXPUNGED or Start Sending Me  
SUPPORT PLEASE!**

**ASTHMA, ALLERGY AND IMMUNOLOGY CENTER**

S. Anne, M.D. R. Botta, M.D. I. Badr, M.D. R. Mahajan, M.D. H. Azzam, M.D.

**Patient Name: Marsha Fenton**  
**Visit Date: 7/2/2020**

Thank you very much for letting me participate in the management of Marsha Fenton, who was seen by telephone consultation on 07/02/20. Marsha states that her IgA deficiency has been stable. She denies any upper or lower respiratory tract infection. She has been following strict avoidance measures from exposing to the COVID-19 infection. She is wearing the mask. She is staying home. Her son also stays with her, who is not working at this time. She denies any fever, chills, or rigors. She denies any upper or lower respiratory tract infection.

**PHYSICAL EXAMINATION:** Deferred at this time since this was done by telephone consultation.**IMPRESSION:** Ms. Marsha Fenton has:

1. IgA deficiency, and
2. Chronic rhinosinusitis.

**RECOMMENDATIONS:**

1. Marsha is prone to develop recurrent infections. Therefore, I advised her to follow strict isolation measures from exposure to COVID-19 infection.
2. Since her son stays with Marsha, I strongly recommend that her son should do his work from home since it will reduce significantly the risk of exposure of Ms. Fenton to the COVID-19 virus.
3. A follow-up appointment has been scheduled in one year but I advised her to contact me as soon as the pandemic is over for further evaluation and treatment.

Signed Electronically By Suresh Anne, MD  
Signed Date: 7/3/2020 9:16:00 AM

E-Faxed to Ravikumar Peddireddy, MD On 7/3/2020 9:16:00 AM



## THE UNIVERSAL DECLARATION OF Human Rights

**PREAMBLE** recognition of the inherent dignity and of the equal and inalienable rights of all members of the human family is the foundation of freedom, justice and peace in the world,

**PREAMBLE** disregard and contempt for human rights have resulted in barbarous acts which have outraged the conscience of mankind, and the advent of a world in which human beings shall enjoy freedom of speech and belief and freedom from fear and want has been proclaimed as the highest aspiration of the common people,

**PREAMBLE** it is essential, if man is not to be compelled to have recourse, as a last resort, to rebellion against tyranny and oppression, that human rights should be protected by the rule of law,

**PREAMBLE** it is essential to promote the development of friendly relations among nations,

**PREAMBLE** the peoples of the United Nations have in the Charter reaffirmed their faith in fundamental human rights, in the dignity and worth of the human person and in the equal rights of men and women and have

determined to promote social progress and better standards of life in larger freedom,

**PREAMBLE** Member States have pledged themselves to achieve, in co-operation with the United Nations, the promotion of universal respect for and observance of human rights and fundamental freedoms,

**PREAMBLE** a common understanding of these rights and freedoms is of the greatest importance for the full realization of this pledge,

**NEW YORK, 10 DECEMBER 1948 THE GENERAL ASSEMBLY**  
ADOPTS this Universal Declaration of Human Rights as a common standard of achievement for all peoples and all nations, to the end that every individual and every organ of society, keeping this Declaration constantly in mind, shall strive by teaching and education to promote respect for these rights and freedoms and by progressive measures, national and international, to secure their universal and effective recognition and observance, both among the peoples of Member States themselves and among the peoples of territories under their jurisdiction.

ARTICLE 1 -- All human beings are born free and equal in dignity and rights. They are endowed with reason and conscience and should act towards one another in a spirit of brotherhood.

ARTICLE 2 -- 1. Everyone is entitled to all the rights and freedoms set forth in this Declaration, without distinction of any kind, such as race, colour, sex, language, religion, political or other opinion, national or social origin, property, birth or other status. 2. Furthermore, no distinction shall be made on the basis of the political, jurisdictional or international status of the country or territory to which a person belongs, whether that territory is an independent, trust or non-self-governing territory, or under any other limitation of sovereignty.

ARTICLE 3 -- Everyone has the right to life, liberty and the security of person.

ARTICLE 4 -- No one shall be held in slavery or servitude; slavery and the slave trade shall be prohibited in all their forms.

ARTICLE 5 -- No one shall be subjected to torture or to cruel, inhuman or degrading treatment or punishment.

ARTICLE 6 -- Everyone has the right to recognition everywhere as a person before the law.

ARTICLE 7 -- All are equal before the law and are entitled without any discrimination to equal protection of the law. All are entitled to equal protection against any discrimination in violation of this Declaration and against any treatment of such discrimination.

ARTICLE 8 -- Everyone has the right to an effective remedy by the competent national authorities for acts violating the fundamental rights granted him by the constitution or by law.

ARTICLE 9 -- No one shall be subjected to arbitrary arrest, detention or exile.

ARTICLE 10 -- Everyone is entitled in full equality to a fair and public hearing by an independent and impartial tribunal, in the determination of his rights and obligations and of any criminal charge against him.

ARTICLE 11 -- 1. Everyone charged with a penal offence has the right to be presumed innocent until proved guilty according to law in a public trial at which he has had all the guarantees necessary for his defence. 2. No one shall be held guilty of any penal offence on account of any act or omission which did not constitute a penal offence, under national or international law, at the time when it was committed. Nor shall a heavier penalty be imposed than the one that was applicable at the time the penal offence was committed.

ARTICLE 12 -- No one shall be subjected to arbitrary interference with his privacy, family, home or correspondence, nor to attacks upon his honour and reputation. Everyone has the right to the protection of the law against such interference or attacks.

ARTICLE 13 -- 1. Everyone has the right to freedom of movement and residence within the borders of each state. 2. Everyone has the right to leave any country, including his own, and to return to his country.

ARTICLE 14 -- 1. Everyone has the right to seek and to enjoy in other countries asylum from persecution. 2. This right may not be invoked in the case of prosecutions genuinely arising from non-political crimes or from acts contrary to the purposes and principles of the United Nations.

ARTICLE 15 -- 1. Everyone has the right to a nationality. 2. No one shall be arbitrarily deprived of his nationality nor denied the right to change his nationality.

ARTICLE 16 -- 1. Men and women of full age, without any limitation due to race, nationality or religion, have the right to marry and to found a family. They are entitled to equal rights as to marriage, during marriage and at its dissolution. 2. Marriage shall be entered into only with the free and full consent of the intending spouses. 3. The family is the natural and fundamental group unit of society and is entitled to protection by society and the State.

ARTICLE 17 -- 1. Everyone has the right to own property alone as well as in association with others. 2. No one shall be arbitrarily deprived of his property.

ARTICLE 18 -- Everyone has the right to freedom of thought, conscience and religion; this right includes freedom to change his religion or belief, and freedom, either alone or in community with others and in public or private, to manifest his religion or belief in teaching, practice, worship and observance.

ARTICLE 19 -- Everyone has the right to freedom of opinion and expression; this right includes freedom to hold opinions without interference and to seek, receive and impart information and ideas through any media and regardless of frontiers.

ARTICLE 20 -- 1. Everyone has the right to freedom of peaceful assembly and association. 2. No one may be compelled to belong to an association.

ARTICLE 21 -- 1. Everyone has the right to take part in the government of his country, directly or through freely chosen representatives. 2. Everyone has the right of equal access to public service in his country.

ARTICLE 22 -- 1. The will of the people shall be the basis of the authority of government; this will shall be exercised through periodic and genuine elections which shall be by universal and equal suffrage and shall be held by secret vote or by equivalent free voting procedures.

ARTICLE 23 -- Everyone, as a member of society, has the right to social security and is entitled to realization, through national effort and international co-operation and in accordance with the organization and resources of each State, of the economic, social and cultural rights indispensable for his dignity and the free development of his personality.

ARTICLE 24 -- 1. Everyone has the right to work, in free choice of employment, to just and favourable conditions of work and to protection against unemployment. 2. Everyone, without any discrimination, has the right to equal pay for equal work. 3. Everyone who works has the right to just and favourable remuneration...

...after consulting for himself and his family an adequate means of human dignity, and supplemented, if necessary, by other means of social protection. 4. Everyone has the right to form and to join trade unions for the protection of his interests.

ARTICLE 25 -- Everyone has the right to rest and leisure, including reasonable limitation of working hours and periodic holidays with pay.

ARTICLE 26 -- 1. Everyone has the right to an standard of living adequate for the health and well-being of himself and of his family, including food, clothing, housing and medical care and necessary social services, and the right to security in the event of unemployment, sickness, disability, widowhood, old age or other lack of livelihood in circumstances beyond his control. 2. Motherhood and childhood are entitled to special care and assistance. All children, whether born in or out of wedlock, shall enjoy the same social protection.

ARTICLE 27 -- 1. Everyone has the right to education. Education shall be free, at least in the elementary and fundamental stages. Elementary education shall be compulsory. Technical and professional education shall be made generally available and higher education shall be equally accessible to all on the basis of merit. 2. Education shall be directed to the full development of the human personality and to the strengthening of respect for human rights and fundamental freedoms. It shall promote understanding, tolerance and friendship among all nations, racial or religious groups, and shall further the activities of the United Nations for the maintenance of peace. 3. Parents have a prior right to choose the kind of education that shall be given to their children.

ARTICLE 28 -- 1. Everyone has the right freely to participate in the cultural life of the community, to enjoy the arts and to share in scientific advancement and its benefits. 2. Everyone has the right to the protection of the moral and material interests resulting from any scientific, literary or artistic production of which he is the author.

ARTICLE 29 -- 1. Everyone is entitled to a social and international order in which the rights and freedoms set forth in this Declaration can be fully realized. 2. Everyone has duties to the community in which alone the free and full development of his personality is possible. 3. In the exercise of his rights and freedoms, everyone shall be subject only to such limitations as are determined by law solely for the purpose of securing due recognition and respect for the rights and freedoms of others and of meeting the just requirements of morality, public order and the general welfare in a democratic society. 4. These rights and freedoms may in no case be exercised contrary to the purposes and principles of the United Nations.

ARTICLE 30 -- Nothing in this Declaration may be interpreted as implying for any State, group or person any right to engage in any activity or to perform any act aimed at the destruction of any of the rights and freedoms set forth herein.



Adopted by the United Nations General Assembly on 10 December 1948 at its 183rd plenary session, 18 December 1948. Drafted by Dr. B. Brundage of South Africa.

Thanks you!  
**Jeff Fenton**  
17195 Silver Parkway # 150  
Fenton, MI 48430-3426  
Phone: (615) 837-1300  
Fax: (810) 255-4438

**Jeff Fenton**

---

**From:** Jim Hivner <Jim.Hivner@tncourts.gov>  
**Sent:** Wednesday, February 17, 2021 1:11 PM  
**To:** Jeff Fenton  
**Cc:** Lisa Marsh  
**Subject:** Re: FW: NO: M2019-02059-COA-R3-CV | Please File Attached "Request for Modification" (per Judicial Branch Policy 2.07) and Fax or Email Time-Stamped First-Page for Confirmation (ATTACHMENTS #1) (BATCH-13)

**Follow Up Flag:** Read  
**Flag Status:** Flagged

Mr. Fenton:

The Supreme Court has access to all documents filed in the Court of Appeals. The Court generally does not review other documents not included in the record. You do not need to email all of these documents to us.

Jim Hivner

**I'M REQUESTING "IMMUNITY" FOR WIFE PLEASE! FROM CIVIL AND CRIMINAL CHARGES!**

She could have never even harmed HERSELF as much without the powerful, corrupt, elite "FRIENDS" which empowered her FAR beyond the reach of any LAW!

While I'm pretty darn sure that this entire scam was the "BRAIN CHILD" of Attorney Virginia Lee Story!

(BATCH-13)

I need to take a break for about an hour, then I will look around some more... I've been at this for a few days now, trying to get my best piece of work back together that crashed. But it won't be recoverable soon, the entire documet structure for about 600 pages fell apart.

In the next filing you can see that I restructured things, to be an approximately 50 page "application", then about a "50" page adhoc "appellant brief" (the best I can do), with the rest of the EVIDENCE chronologically organized into APPPENDIXES, so I don't quite so absurdly break the document barrier.

Going on break now... thanks for both of your help!

By the way, I meant to clarify, in that email where I first appeal to the SC on the 19<sup>th</sup>, about half way through I changed from speaking "first person" from YOU Mr. Hivner, to speaking "first person" to Ms. Story.

No where was that clear, except in my tone and claims, so I just want to clarify that I wasn't intending to attack either of you at all! I didn't really "catch it" at the time, and I didn't want you to think that I was screaming at either of you. My appologies for any confusion I caused there.

I know that you both are "stuck in the middle" of this whole ordeal. I appreciate your patience, tollerance, and help.

## Jeff Fenton

17195 Silver Parkway # 150  
Fenton, MI 48430-3426

Phone: (615) 837-1300  
Fax: (810) 255-4438

**Jeff Fenton**

---

**From:** Jeff Fenton [REDACTED]  
**Sent:** Friday, October 16, 2020 4:01 PM  
**To:** appellatecourtclerk  
**Cc:** Lisa Marsh  
**Subject:** RE: M2019-02059-COA-R3-CV | FAWN TIFFANY FENTON v. JEFFREY RYAN FENTON | 2020-10-16 EMERGENCY MOTION Notifying of Exigent Circumstances | 2020-10-16 AFFIDAVIT of Jeffrey R Fenton - Authenticity of Audio (BATCH-5.75)  
**Importance:** High

I only provide all that Fraud stuff about Fawn, to hopefully convince the Court that she lied, and that I'm not the person that they made me out to be.

If you are able to grant me my wish of restoration and expungment without this going any further, then you can skip adding any of that to the record which will unnecessarily expose her privacy or mistakes in life. I know that she has paid the "price" for her bad choices. I have no wish at all for her to be harmed further by the law or anyone else. So only post it to my record if I need to keep on fighting legally to clear my own name. Otherwise you can throw it all in the trash.

I wish I had enough time to reformat that one affidavit... my mom spell checked it for me last night, and when she did she broke the page formatting for all the tabs... and I just didn't have enough time to fix it all.

Otherwise I prefer a cleaner product.

I believe that is it for tonight... I've been awake a long time. I'm going to bed now.

Thank you.

**JEFF FENTON**  
17195 Silver Parkway # 150  
Fenton, MI 48430-3426  
**Phone:** (615) 837-1300

**From:** Jeff Fenton [REDACTED]  
**Sent:** Friday, October 16, 2020 3:52 PM  
**To:** appellatecourtclerk <appellatecourtclerk@tncourts.gov>  
**Cc:** Lisa Marsh <Lisa.Marsh@tncourts.gov>  
**Subject:** RE: M2019-02059-COA-R3-CV | FAWN TIFFANY FENTON v. JEFFREY RYAN FENTON | 2020-10-16 EMERGENCY MOTION Notifying of Exigent Circumstances | 2020-10-16 AFFIDAVIT of Jeffrey R Fenton - Authenticity of Audio (BATCH-5.5)  
**Importance:** High



Here's what I'm going to miss the most about our house and Tennessee, besides our family... we called them our "yard pets". They came and ate on our rear deck everynight. I put out their food and called them, and they arrived within five minute.

Some things in life money just can't buy you.

- [https://www.youtube.com/channel/UCJuPUE8indVoWyEiFWdl6Jg?view\\_as=subscriber](https://www.youtube.com/channel/UCJuPUE8indVoWyEiFWdl6Jg?view_as=subscriber)

Thanks for any help you can provide ending this chapter so I can move on.

## JEFF FENTON

17195 Silver Parkway # 150  
Fenton, MI 48430-3426  
Phone: (615) 837-1300

**From:** Jeff Fenton [REDACTED]  
**Sent:** Friday, October 16, 2020 3:47 PM  
**To:** appellatecourtclerk <[appellatecourtclerk@tncourts.gov](mailto:appellatecourtclerk@tncourts.gov)>  
**Cc:** Lisa Marsh <[Lisa.Marsh@tncourts.gov](mailto:Lisa.Marsh@tncourts.gov)>  
**Subject:** RE: M2019-02059-COA-R3-CV | FAWN TIFFANY FENTON v. JEFFREY RYAN FENTON | 2020-10-16 EMERGENCY MOTION Notifying of Exigent Circumstances | 2020-10-16 AFFIDAVIT of Jeffrey R Fenton - Authenticity of Audio (BATCH-5)  
**Importance:** High

Batch Five...

## JEFF FENTON

17195 Silver Parkway # 150  
Fenton, MI 48430-3426  
Phone: (615) 837-1300

**From:** Jeff Fenton [REDACTED]  
**Sent:** Friday, October 16, 2020 3:43 PM  
**To:** appellatecourtclerk <[appellatecourtclerk@tncourts.gov](mailto:appellatecourtclerk@tncourts.gov)>  
**Cc:** Lisa Marsh <[Lisa.Marsh@tncourts.gov](mailto:Lisa.Marsh@tncourts.gov)>  
**Subject:** RE: M2019-02059-COA-R3-CV | FAWN TIFFANY FENTON v. JEFFREY RYAN FENTON | 2020-10-16 EMERGENCY MOTION Notifying of Exigent Circumstances | 2020-10-16 AFFIDAVIT of Jeffrey R Fenton - Authenticity of Audio (BATCH-4)  
**Importance:** High

Batch Four...

## JEFF FENTON

17195 Silver Parkway # 150  
Fenton, MI 48430-3426  
**Phone:** (615) 837-1300

**From:** Jeff Fenton [REDACTED]  
**Sent:** Friday, October 16, 2020 3:37 PM  
**To:** appellatecourtclerk <[appellatecourtclerk@tncourts.gov](mailto:appellatecourtclerk@tncourts.gov)>  
**Cc:** Lisa Marsh <[Lisa.Marsh@tncourts.gov](mailto:Lisa.Marsh@tncourts.gov)>  
**Subject:** RE: M2019-02059-COA-R3-CV | FAWN TIFFANY FENTON v. JEFFREY RYAN FENTON | 2020-10-16 EMERGENCY MOTION Notifying of Exigent Circumstances | 2020-10-16 AFFIDAVIT of Jeffrey R Fenton - Authenticity of Audio (BATCH-3)  
**Importance:** High

Batch Three...

## JEFF FENTON

17195 Silver Parkway # 150  
Fenton, MI 48430-3426  
**Phone:** (615) 837-1300

**From:** Jeff Fenton [REDACTED]  
**Sent:** Friday, October 16, 2020 3:26 PM  
**To:** appellatecourtclerk <[appellatecourtclerk@tncourts.gov](mailto:appellatecourtclerk@tncourts.gov)>  
**Cc:** Lisa Marsh <[Lisa.Marsh@tncourts.gov](mailto:Lisa.Marsh@tncourts.gov)>  
**Subject:** RE: M2019-02059-COA-R3-CV | FAWN TIFFANY FENTON v. JEFFREY RYAN FENTON | 2020-10-16 EMERGENCY MOTION Notifying of Exigent Circumstances | 2020-10-16 AFFIDAVIT of Jeffrey R Fenton - Authenticity of Audio  
**Importance:** High

Batch Two...

## JEFF FENTON

17195 Silver Parkway # 150  
Fenton, MI 48430-3426  
**Phone:** (615) 837-1300

**From:** Jeff Fenton [REDACTED]  
**Sent:** Friday, October 16, 2020 3:20 PM  
**To:** appellatecourtclerk <[appellatecourtclerk@tncourts.gov](mailto:appellatecourtclerk@tncourts.gov)>  
**Cc:** Lisa Marsh <[Lisa.Marsh@tncourts.gov](mailto:Lisa.Marsh@tncourts.gov)>  
**Subject:** M2019-02059-COA-R3-CV | FAWN TIFFANY FENTON v. JEFFREY RYAN FENTON | 2020-10-16 EMERGENCY MOTION Notifying of Exigent Circumstances | 2020-10-16 AFFIDAVIT of Jeffrey R Fenton - Authenticity of Audio  
**Importance:** High

Hello Justices,

Please find attached my "2020-10-16 AFFIDAVIT of Jeffrey R Fenton - Authenticity of Audio", which covers the authenticity of the transcripts for the 8/31/2019 hearing, both the audio Version and the

Transcribed with TIME MARKERS every paragraph to sync with the audio. Also find attached the "2020-10-16 EMERGENCY MOTION Notifying of Exigent Circumstances". These both cover a broad spectrum, which I believe completely, irrefutably, disprove ALL THREE ACTIONS by the Trial Court.

Money is no longer my goal... I'm simply unable to seek financial restitution without legal Counsel. Likewise, with as hard as I have worked, and I have worked probably 16 hours per day on this for LITERALLY MONTHS, I'm just not capable of narrowing down

- DOCUMENTED DIVORCE EVIDENCE,
- 36.6 GB of Data
- 24,020 FILES
- 2,001 FOLDERS

I could create a storyboard website or blog, write a book or a miniseries, but there is no way I can fit this much evidence that EVERY ACTION TAKEN AGAINST ME HAS BEEN FRAUDULENT, IN BAD FAITH in a legal document like a BRIEF, without at least a few more months to work EVERYDAY on it, or if you were to provide me with competent Counsel. I thought that I could do it, and I believe that you will find that I have done a LOT of work, but the entire Narrative of Ms. Story is FALSE. As you will also find if ANYONE ever reads my "ONE AND DONE" filed on 8/29/2019: TRv1-3, Pages 119-380.

I'm attaching a copy of my "TECHNICAL RECORDS Glossary.xlsx" Spreadsheet Also, if anyone there can help me and might find that useful.

The reason I need such an excessive amount of stuff attached to my record, is because Ms. Story totally exploited my disabilities, with basically a "decoy" divorce, because it was far cheaper and more effective than telling the TRUTH about anything!

As such, I am missing a LOT of significant PROOF that Ms. Story and Judge Binkley didn't treat me ethically or legally.

I understand how powerful they both are, which is why I KNOW that I have no hopes of receiving any financial restitution from them, without Counsel and another five years of my life to devote to this.

I just want all the LIES removed, no record as an ABUSER, as a STALKER, a simple non-contested divorce with no alimony due either party, ever! With any of the bogus legal fees for Ms. Story or Ms. Fenton charged back to Ms. Fenton. While I'm not even seekig restitution for my legal fees, if you could please just order Williamson County Court to pay the fees for this appeal, both their fees and yours. I believe there is more than adequate fault they have significant exposure here.

I also need the Order of Protection both terminated and expunged from existence, so that it won't keep hurtiing my already terrible vocational opportunites please.

If you all can accomplish that, without the need for me to write a Brief, or their reply brief, or anything else, then I will be satisfied with that, and move on with my life!

I know that legally I'm due probably a mid-six figure judgment, but I also know that I'll never get it! So at age 51, I just want to have my NAME, my REPUTATION, and my CONSTITUTIONAL RIGHTS restored as though none of this craziness took place!

If that is not possible, then please provide me with legal counsel, because surely anyone who listens to the audio recording of the hearing on 8/29/2019 WHILE FACT CHECKING EVERYTHING STORY/BINKLEY say with the previous judgment and both sets of transcripts, NOTHING lines up! They just relentlessly BULLIED me darn near to death!

If you can't either provide the simple cure requested above, or provide me with legal counsel to draft my brief, along with the time for them to do so, knowing there is a LOT of Discovery in this case, which without seeing it is really overwhelming and surpasses most peoples ability to BELIEVE. That is why the AUDIO TRANSCRIPTS, along with the documented PROOF I'm sending you here and in several subsequent emails (due to file size), asking that you please supplement my record with each. While PLEASE recording the 8/29/2019 TRANSCRIPTS OF EVIDENCE as TRANSCRIPTS OF EVIDENCE instead of leaving it burried in my Technical Record as Williamson County did it. I spent \$500 and I couldn't tell you all the work I went through to try to do that correctly 15 different ways, buty Williamson County REFUSED to file that as a Transcript of Evidence. Now that I'm supplying you with the AUDIO RECORDING (which Judge Binkley gave me permission to record) as well as the written transcripts, with time markers written throughout the transcripts the top left of each paragraph, it is SO EASY TO VERIFY, it is much more reliable than a single media format! While the AUDIO format is essential to know the TONE, FORCE, and ways which we all communicated, to be able to separate out what was clearly abusive.

As stated, I'm about to send you probably close to a dozen emails of files, asking that you PLEASE add them to my record so that it contains an element of TRUTH!

If you want to SEAL all the records when this is over, to protect us ALL from embarrassment, I am fine with that. I just don't want the Court hiding their faults, burried in the technical records instead of as a transcript of evidence, while exposing all of our dirty laundry.

Also, if none of these solutions will work for you, then please transfer this appeal to the Eastern Tennessee Court of Appeals. I'm hoping they will have less conflicts of interests relationally, but I really don't know. I just read that they are quite vigelant at prosecuting bad Judicial actors. Plus I really like that one Supreme Court lady from over there... Sharon G. Lee. I have a tremendous amount of respect for her, putting the US Constitution above both TN law, and the people who administrate those laws. I really like this opinioin of hers: [https://www.tncourts.gov/sites/default/files/christensenj.opn\\_dis.pdf](https://www.tncourts.gov/sites/default/files/christensenj.opn_dis.pdf) (It was the article that the language on our No Trespassing Signs were based upon.)

I'm planning to live with my mother now for the rest of her life, so as much as I hate Michigan, I expect to live out the rest of my life here. While though I absolutely loved Tennessee and Williamson County, living in Middle Tennessee for 25 years, I will never step foot on Tennessee Soil again, unless I must to seek the restitution of my NAME and RIGHTS. I lost too much way too quickly, while finding that without \$\$ I had no voice at all!

Please don't take that personally. I loved the people there, but in 7.1 minutes of my testimony, with only TWO short 30—minute court hearings, I lost everything that I loved in my LIFE! Then I was chased out nearly at gun point, which Virginia Story went to Federal Court to obtain an order to sell my personal property, which she made me leave there, in an attempt to supercede Tennessee State law. She wanted to deny me my \$10k personal property exemption, and tried to extort \$2k from my mother for puffed up storage charges, or said that she would sell or discard of my stuff. I don't mean to be rude, but that woman belongs behind bars! I've dealt with alol sorts of people in my life, but I've never dealth with anyone as absent of a soul as her, on either side of the law.

Since I'm NOT seeking money, since you will SEE and HEAR I have been terribly violated by Ms. Story under the pretense of law, I don't see why their would be any need for her to have an opportunity to write a brief, or to drag this out further. She is the one who deserves to be charged with crimes. She is the one who would owe me hundreds of thousands of dollars, but I know that I'll never get it, so I'll just be better off to let go of any money!

Additionally, my ex-wife is broken and destitute from this all. She is currently unemployeed and bankrupt. I know that she will recover, but she won't even try until after this action is over with, for fear that she will be forced to pay me alimony, and I'd rather just close that door and assure her that she is free to try to live the best life that she can.

So I'm hoping that this once the COA can make an exception for all of our best interests. There just isn't anyleft left to gain, without either myself or Ms. Fenton losing MORE, both of which are unacceptable consequences to me. Please don't allow them to file charges against Ms. Fenton, because she could have never done MOST of this without POWERFUL: PEOOPLE who could lift her OVER the laws.

If anything bad will happen to Ms. Fenton, then I will need to battle this out with the Courts to try to protect her, from the bigger bullies on the playground. Otherwise, I just need my life back please!

Please let me know any questions or concerns you have.

Thank you for considering my request.

Everything to follow in the next two days will be in regards to this action, requesting to be supplemented to my record please.

Again, I do ask that this all be looked at and considered by THREE of the JUSTICES at the Appellate Level, so that one judge alone who is buddies with either party can't just sweep this under the rug. I

know that we'd like to think that isn't the sort of World we live in, and I know nothing about any of you personally, I just know how Nashville works.

For anyone who is concerned that I might been a nut case, then listen to the audio first please! Plus, though the court heard me speak a whole 7.1 minutes to decide that I'm a danger to society, my psychiatrist and my psychotherapists, have literally spent HUNDREDS of hours with me, and believe exactly the opposite, as the documentation which you hjaive in my ADA mod request shows... which I will attach here again.

Both are LIFE LONG Brentwood residents. Terry Huff my Psychotherapist's family has been living in Williamson County since the 1800s! His parents founded Agape, Huff Grocery in Brentwood, and were tremendously respected and wonderful people, as is Terry. He would never attest to anyone being "safe" who is dangerous, for any amount of money. He won't even accept a free book without buying it!

As for my Psychiatrist Dr. Richard Rochester, besides being an expert in his field, he grew up in the shadow of US District Middle Tennessee Judge Thomas Wiseman, trying to live up to his standards, since they were his wife's parents.

I may have any voice, power, or money here, but these people are all SALT OF THE EARTH, and their voices echo that I AM NOT DANGEROUS TO MS FENTON OR ANYONE ELSE! Terry Huff has even met with both me and Ms. Fenton together, way more recently than Ms. Story's claim of us not communicating in her OP application, so Terry knows about some of Ms. Fenton's challenges too, and has watched the dynamic between us, and knows that my heart only hurts for her! If I could give her everything we had together back and just walk away empty handed, I would in a heartbeat, but I wanted my "legal share", which ended up not being something Ms. Fenton was willing to part with, so we lost everything. I wish I had a clue earlier, so that at least I could have left her in a better place than I found her in, 15-years ago. But regretfully I don't have that power.

Please let me know when you all decide, how I should proceed. If you can't cure my name, reputation and civil rights without me writing a BRIEF, I will waste months more of my life on it, but I've already been in this basement in Michigan for a year, and would like to get to have some good memories with my mother while she is still able to get around and about.

Thank you for your consideration.  
Jeff Fenton

8/29/2019	9:17 AM	HUSBAND'S RESPONSE AND COUNTERMOTION TO WIFE'S MOTION FOR VIOLATION OF THE EX PARTE ORDER OF PROTECTION AND FOR DATE CERTAIN FOR WALK THROUGH OF HOUSE AND MOTION FOR SCHEDULING ORDER	63-PAGES (Primary)  TR. v1 (page 119) through TR.v2 (page 181)  v1: 124 through v2: 32	TR. v1-v3 (p119 - 380)	v1: 124-155  v2: 2-151  v3: 2-80	Court started at 9am... texted M stayed up several nights in a row p Exhibit-B, had to run out the door minutes AFTER court started, then where I handed Virginia Story Capi copies of my signed and stamped r
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**JEFF FENTON**

17195 Silver Parkway # 150  
 Fenton, MI 48430-3426  
 Phone: (615) 837-1300

**FILED**  
04/07/2021  
Clerk of the  
Appellate Courts

IN THE SUPREME COURT OF TENNESSEE  
AT NASHVILLE

**FAWN TIFFANY FENTON v. JEFFREY RYAN FENTON**

**Chancery Court for Williamson County  
No. 48419B**

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**No. M2019-02059-SC-R11-CV**

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**ORDER**

Upon consideration of the application for permission to appeal of Jeffrey Ryan Fenton and the record before us, the application is denied.

PER CURIAM



**FILED**  
11/19/2020  
Clerk of the  
Appellate Courts

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

**FAWN TIFFANY FENTON v. JEFFREY RYAN FENTON**

**Chancery Court for Williamson County  
No. 48419B**

---

**No. M2019-02059-COA-R3-CV**

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**ORDER**

The record on appeal was filed on June 15, 2020. Under Tenn. R. App. P. 29(a), the appellant’s brief was originally due on July 15, 2020. On July 10, 2020, this Court granted the appellant an extension of time within which to file his brief through September 15, 2020. On September 15, 2020, this Court granted the appellant an additional extension of time through October 15, 2020, but admonished the appellant that no further extensions would be granted absent a showing of exigent circumstances. Rather than file a brief, the appellant filed a motion on October 16, 2020, requesting yet another, indefinite extension of time.

On October 27, 2020, this Court granted the appellant “one final opportunity to file a brief” and directed the appellant to file a brief on or before November 9, 2020. Our order provided that failure to file a brief by November 9, 2020, could result in dismissal of the appeal without further notice. As of the date of this order, the appellant has still not filed a brief.

It is, therefore, ordered that this appeal is dismissed. The appellant is taxed with the costs for which execution may issue.

**PER CURIAM**



Supreme Court – Middle Division  
Appellate Court Clerk’s Office - Nashville  
100 Supreme Court Building  
401 7th Avenue North  
Nashville, TN 37219-1407  
(615) 741-2681

Jeffrey Ryan Fenton  
17195 Silver Parkway, #150  
Fenton MI 48430

Re: M2019-02059-SC-R11-CV - FAWN TIFFANY FENTON v. JEFFREY RYAN FENTON

Notice: Mandate - Issued

Attached to this cover letter, please find the referenced notice issued in the above case. If you have any questions, please feel free to call our office at the number provided.

cc: Jeffrey Ryan Fenton  
Virginia Lee Story

Additional case information can be found at [www.tncourts.gov](http://www.tncourts.gov)

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

**FAWN TIFFANY FENTON v. JEFFREY RYAN FENTON**

**Williamson County Chancery Court  
48419B**

**No. M2019-02059-SC-R11-CV**

**Date Printed: 04/09/2021**

**Notice / Filed Date: 04/09/2021**

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**NOTICE - Mandate - Issued**


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The Appellate Court Clerk's office has issued the Court of Appeals mandate in its entirety to the trial court clerk in the above-styled appeal. The mandate consists of certified copies of the judgment, any order as to costs, and a copy of the opinion. This action signifies the end of the appeal.

The Appellate Court Clerk's office will not accept any filing from any parties or their counsel after issuance of mandate except those requesting recall of the mandate, those related to withdrawing the record or portions thereof, and those related to the assessment of costs.

**James M. Hivner  
Clerk of the Appellate Courts**

M2019-02059-SC-R11-CV: Case Statement

	<p><b>APPELLATE COURT COST CENTER</b></p> <p>Arcade Station P. O. Box 198781 Nashville TN 37219-8781 Telephone: (615)253-5105 Tax ID#: 62-6001445</p>	<p><b>STATEMENT</b></p> <p>STATEMENT DATE: APRIL 12, 2021</p>		
<table style="width: 100%;"> <tr> <td style="width: 50%;"> <p><b>FOR:</b> Jeffrey Ryan Fenton 17195 Silver Parkway, #150 Fenton MI 48430</p> </td> <td style="width: 50%;"> <p><b>CASE NO.:</b> M2019-02059-SC-R11-CV <b>STYLE:</b> FAWN TIFFANY FENTON v. JEFFREY RYAN FENTON</p> </td> </tr> </table>			<p><b>FOR:</b> Jeffrey Ryan Fenton 17195 Silver Parkway, #150 Fenton MI 48430</p>	<p><b>CASE NO.:</b> M2019-02059-SC-R11-CV <b>STYLE:</b> FAWN TIFFANY FENTON v. JEFFREY RYAN FENTON</p>
<p><b>FOR:</b> Jeffrey Ryan Fenton 17195 Silver Parkway, #150 Fenton MI 48430</p>	<p><b>CASE NO.:</b> M2019-02059-SC-R11-CV <b>STYLE:</b> FAWN TIFFANY FENTON v. JEFFREY RYAN FENTON</p>			

**Outstanding Invoices**

INVOICE DATE	INVOICE NUMBER	INVOICE TYPE	INVOICE STATUS	INVOICED AMOUNT	BALANCE
03/11/2021	184291	State Litigation Tax	Open	\$13.75	\$13.75
01/19/2021	184292	Filing Fee	Open	\$350.00	\$350.00
<b>TOTAL</b>				<b>\$363.75</b>	<b>\$363.75</b>

**Payments on the Above Invoices**

PAYMENT DATE	RECEIPT NUMBER	PAID BY	PAYMENT METHOD	ON INVOICE (S)	PAYMENT AMOUNT
No records were found.					
<b>TOTAL PAID</b>					<b>\$0.00</b>

**Make all checks payable to Appellate Court Cost Center**

M2019-02059-COA-R3-CV: Case Statement



**APPELLATE COURT  
COST CENTER**

**STATEMENT**

Arcade Station  
P. O. Box 198781  
Nashville TN 37219-8781  
Telephone: (615)253-5105  
Tax ID#: 62-6001445

STATEMENT DATE: APRIL 12, 2021

FOR: Jeffrey Ryan Fenton  
17195 Silver Parkway, #150  
Fenton MI 48430

CASE NO.: M2019-02059-COA-R3-CV  
STYLE: FAWN TIFFANY FENTON v. JEFFREY  
RYAN FENTON

Trial Court No: 48419B

**Outstanding Invoices**

INVOICE DATE	INVOICE NUMBER	INVOICE TYPE	INVOICE STATUS	INVOICED AMOUNT	BALANCE
11/20/2019	173099	State Litigation Tax	Open	\$13.75	\$13.75
11/20/2019	173100	Filing Fee	Open	\$550.00	\$550.00
<b>TOTAL</b>				<b>\$563.75</b>	<b>\$563.75</b>

**Payments on the Above Invoices**

PAYMENT DATE	RECEIPT NUMBER	PAID BY	PAYMENT METHOD	ON INVOICE (\$)	PAYMENT AMOUNT
No records were found.					
<b>TOTAL PAID</b>					<b>\$0.00</b>

**Make all checks payable to Appellate Court Cost Center**

**Jeff Fenton**

---

**From:** Sandy Garrett <[sgarrett@tbpr.org](mailto:sgarrett@tbpr.org)>  
**Sent:** Wednesday, May 10, 2023 10:52 AM  
**To:** Jeff Fenton  
**Subject:** RE: FENTON CASE: The Most High-Value Evidence to Date (Please Prioritize this over Everything Else I have Sent You)

Mr. Fenton: I have reviewed the attachments sent to me which you state are “the most high-value evidence to date”, however, these documents on their face do not support a finding of a violation of the Rules of Professional Conduct. I understand that you are dissatisfied with your divorce and the accompanying bankruptcy yet you have not provided the Board of Professional Responsibility with any Order or finding by any Court of misconduct or fraud.

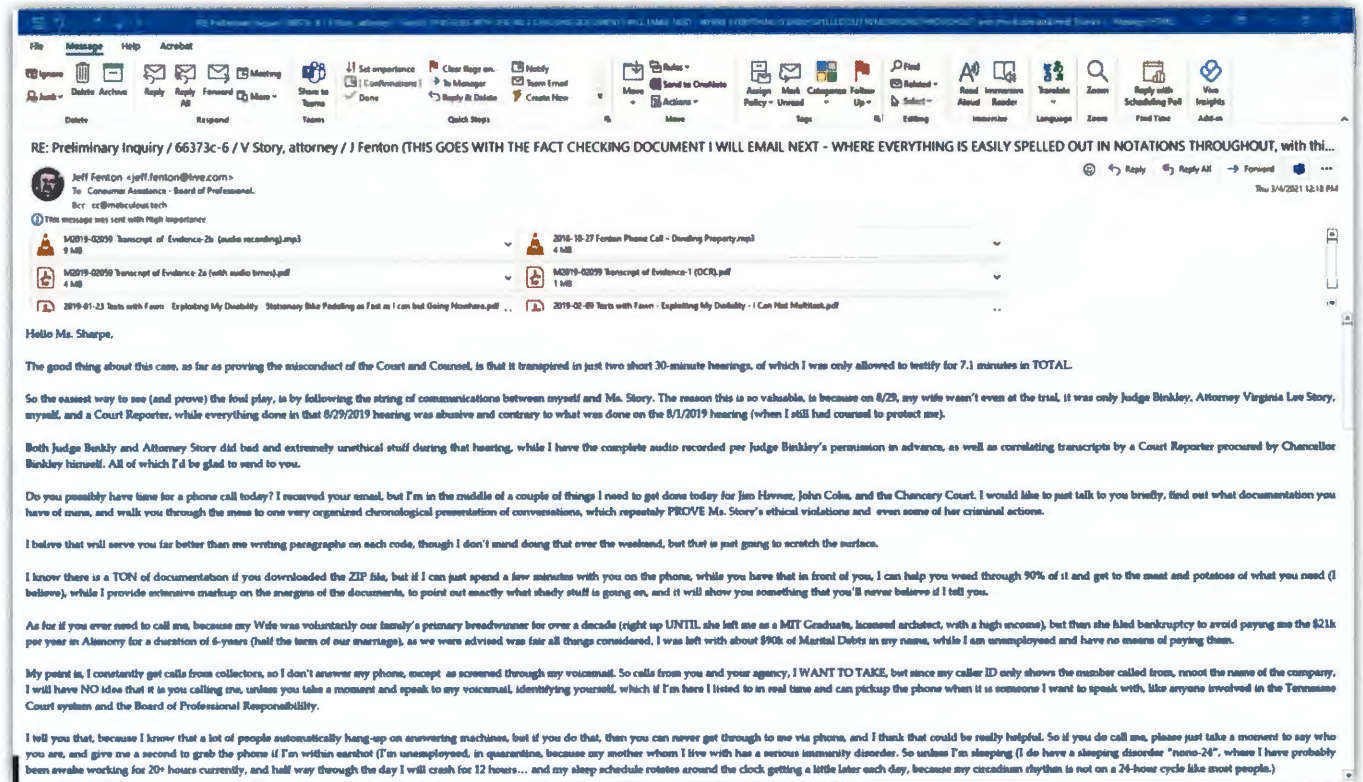
Sandy Garrett  
**Chief Disciplinary Counsel**  
Board of Professional Responsibility  
of the Supreme Court of Tennessee  
10 Cadillac Drive, Suite 220  
Brentwood, TN 37027  
Phone: 1-615-361-7500, ext. 211 or 1-800-486-5714  
Fax: 1-615-367-2480  
Email: [sgarrett@tbpr.org](mailto:sgarrett@tbpr.org)

## Jeff Fenton

**From:** Jeff Fenton  
**Sent:** Friday, May 5, 2023 10:36 AM  
**To:** Sandy Garrett  
**Subject:** FW: FENTON CASE: The Most High-Value Evidence to Date (Please Prioritize this over Everything Else I have Sent You)  
**Attachments:** FBI Special Agent - Mark Shafer - Criminal Complaint against Casey Moreland with Contact Info RED (A-2b).pdf; Paul A. Randolph - Department of Justice - US Trustee Program - Region 8 (A-2b).pdf; 2022-01-03 1986 Sunnyside Drive, Brentwood, TN 37027 (OUR RETIREMENT STOLEN) A-1b.pdf; 2019-07-12 TREC Real Estate License - Retired (Expires 7-25-2021) with Chartwell (A-2b).pdf; POTENTIAL PARTIES TO THE FENTON CASE (Final) A-2b.pdf; » DOJ - Fenton 19-02693 Fraud Referral with Coerced and then Tampered with Listing Agreements (RED).pdf

**Importance:** High

Hello Ms. Garrett,



Actually, Sandy Sharpe with the BPR had both transcripts, detailed instructions, along with roughly 500-pages of clear and convincing evidence, shortly after my complaint was filed. Here is a screenshot where it shows the documents received by Ms. Sharpe on 3/4/2021: (If you would like a full size image to see more clearly, just let me know. I reduced it to 75% purely to minimize the size of this email.

2023 NEW LINK: <https://1drv.ms/u/s!AIWYAYYGDEXagYMz5mxcUDdnhoLssw?e=l2xWTA>

TO DOWNLOAD TRANSCRIPTS ALONG WITH AUDIO RECORDED WITH JUDGE BINKLEY'S PERMISSION IN ADVANCE ON 8/29/2019, which is important as it shows THE TONE by which I am COERCED, DEGRADED, and MOCKED, while Binkley and Story literally "TAG-TEAMED", and Binkley ordered every WORD said by STORY, even though her claims do NOT match the transcript from 8/1/20219, nor her original divorce complaint where she admitted that we had lived apart for a year and already split almost ALL of our personal property. HENCE there was no MARITAL ASSETS to DISSIPATE and she did this PURELY to obstruct the Tribunal/Administration of Justice, while writing FRAUD UPON THE COURT directly into the Court Order, making it sound like I had voluntarily chosen to relocate to Michigan, which was the FURTHEST thing from the TRUTH! They COERCED my signature on the Listing Agreement under the threat of Incarceration, after which I notified everyone and told them that it was signed under extreme duress, without even having a chance to read it in Court, making it NULL and VOID. While I know the Real Estate Laws, no Listing Agreement is BINDING until there is a PURCHASE AND SALE AGREEMENT with a BINDING SIGNATE DATE which has been received by ALL PARTIES! Yet they committed REAL ESTATE DEED FRAUD and used my coerced signature anyway. (While the Auctioneers, the closing company, Story, Beeler, all refused to give me a FULLY executed copy of my HUD-1 Settlement Statement so that I could SEE what my home sold for, and where the funds went!

Add text here

In over three years, that is just a fraction of the information which I have been wrongfully denied by Attorney Story and every professional involved. Finally the DOJ USTP gave me a copy of the Warranty Deed, which proved that they essentially used my forged and coerced signature, after I was extremely clear with everyone including the Court and Judge Binkey, that this transaction was illegal and I fervently refused to consent. (Judge Binkley never had JURISDICTION to hear the deprivation of my property, because the Bankruptcy was filed LONG before the Divorce, and according to the Federal Rules of Bankruptcy Procedure, the STATE is specifically forbidden under the circumstances of taking jurisdiction over my home. This was all a SCAM! The bankruptcy Court was required to dispose of the matter within 14-minutes of the bankruptcy filing, but instead they waited 97-DAYS until the first day that I wanted into Chancery Court, someone knowing that Judge Michael W. Binkley would illegally take my home that very first day, months before he ever met me, without a care in the world whether I could even SURVIVE as a result.

I still don't know if you're just running me in circles again to waste my time and exhaust me, or if you will allocate some resources to viewing the transcripts impartially, removing all the alleged "merits" as they are almost purely FRAUD UPON THE COURT in the first place, while the Administration of Justice and Ms. Story's adherence to the Rules of Professional Conduct should not be altered.



The markup I provided you with Willful and Wanton Violations of Judicial and Professional Conduct has the specific pages highlighted which I believe were each and all violated somewhere during the case. While the bunny was one of my pets which I lost during this scam, that I tried to use as a mental health break to retain my sanity amidst over three years of litigious torture, for no reason other than to TORTURE ME and to illegally protect the Court and the Counsel, while endangering my ex-wife, violating Story's fiduciary agreement with her, to protect my ex-wife's interests over her own. By forcing me to see help with Federal Law enforcement, which puts everyone in jeopardy, simply because they wanted that 6-year out of jurisdiction, bad faith, PRIOR RESTRAINT as Judge Binkley is KNOWN FOR. NOT TO PROTECT MY EX as I can repeatedly PROVE, but to protect Judge Binkley and Attorney Story for having their own CRIMES EXPOSED! It is a sick and twisted game to destroy a man's life, then stand on his neck to prevent him from even trying to get up and someone struggle to survive. When despite Story's almost exclusively Fraudulent Narrative, I had done NOTHING WRONG to even begin to deserve to have my character assassinated before I entered the Court. As I said, I was a licensed realtor for 17-YEARS, with access to hundreds of millions of dollars' worth of Real Estate, without a single professional impropriety of any sort, while I can provide references who will insist that this is the most outrageously damning mischaracterization of my person they ever hear of. Testimonies by some of the finest FAMILIES in Middle Tennessee!

It was ALL A LIE and a SCAM! (And even if it wasn't, Binkey and Story DISQUALIFIED THEMSELVES roughly a DOZEN TIMES! By ABSURD BIAS, MISCITED LAWS, ILLEGAL ORDERS, using the Williamson County Sherriff's Office to both EXECUTE and ENFORCE A FELONY EVICTION which Story DEMANDED UPON, while I have emails with her both before and after, showing that she did that COMPLETELY INTENTIONALLY. While I still didn't know that she was the one writing the false court orders against me. She intentionally exploited my disabilities and BULLIED THE LIFE OUT OF ME! Which I repeatedly reported to EVERY COURT, but nobody did a thing about. That was why I had hoped to end thigs with my ex-wife amicably, because the property and money was already gone, and I KNEW that Judge Binkley and Clerk & Master Beeler were allowing STORY TO strategically target my disabilities, intentionally attack, overwhelm, and exploit them for an unconscionable strategic advantage. Far more than needed, for the literal thrill of hurting me WORSE! (While I have LOADS of evidence that is true, as well as my elderly mother's testimony as she threatened us and sent the auctioneer to my home to physically intimidate us to get out.

I believe this will be a RICO case by the time it is over! If not, conspiracy against rights, under color of law, office, and official right, along with Hobbs act Extortion of both my home and my silence thereafter, along with Fraud Upon both Courts by Officers of Both Courts while working in tandem in horrible faith, while violating the ADA which strips all State immunity, with coercion, threats, retaliation, and interference, which continues each and every day of my life until this matter is cured! While I will seek restitution not from my exwife, but the horde of Counsel who refused to do one honest, good faith thing, while I gave those

transcripts and audio recording to John Coke, Jim Hivner, and all three COA Judges, betting them just to listen, and FACT CHECK every word spoken with the LAW and the RECORD to date. Yet EVERYONE either refused to do that, or did so, without ever saying one word either FOR or against BINKLEY!

THREE YEARS being forcibly HOMELESS from what was a beautiful half-million-dollar home, we would have paid off in 15—years when we retired. Our MILLION-dollar retirement investment, worth well over \$800k a year ago! While only \$300k were owed on mortgages, and neither my exwife nor I received a PENNY for our premarital retirement investments invested in the property after losing over 50% of their value after the 2008 Financial Market Crisis.

They not only STOLE my retirement and HOME which I had spent nearly a decade customizing to be PERFECT FOR my exwife and I, to spend the rest of our lives in, but the entirety of BOTH of our premarital retirement funds as well, used as the downpayment for the purchase of the property, after which we put another \$200k of core health improvements into the property because of my ex-wife's asthma, and it had a horrible mold and dangerous electrical problems.

While Story said they wanted to skip mediation, not only for the safety of my ex-wife, but for the SAFETY OF EVERYONE INVOLVED IN THE MEDIATION PROCESS without an arrest in my life! Binkley had a supervisory duty to not allow her to cast such BIAS across the Court. A duty to maintain a fair atmosphere so I would even have a voice to testify for myself. But Attorney Virginia Lee Story refused to operate under ANY rule of Law, state or Federal, the judicial canons, Constitutions, and 50-100 violations of the Rules of Professional Conduct. Yet as long as her name isn't Manookian, she can get away with whatever she wants!

She was required to remove any false or manufactured articles of EVIDENCE in the trial Court through the Appeals Process, and though I provided them with 500+ Pages showing that EVERYTHING she had submitted was a fraudulent claim of evidence and testimony, she REMOVED NOTHING! Or they would have NO CASE LEFT! It was the most criminal act I have seen in my life on either side of the law, and they will be held legally accountable and known for what they truly are!

Don't worry, I have plenty of evidence of the scam between the State and Federal Courts, you don't even need to worry about that. Your sole concern is the enormous amount of VIOLATIONS of the Rules of Professional Conduct by Attorney Virginia Lee Story.

Here is the easiest way to access my transcripts, without me needing to do a lot of extra work. (Due to my disabilities, I am EXTREMELY SLOW.) The files are too large to email.

Explicit instructions are below. The only thing which has changed is the URL to download and access the files as security protocols force this change periodically.

Please read the email below your own, which I wrote to FBI Special Agent Mark Schafer (who I researched and found had written one of the criminal complaints against Casey Moreland, so I started calling around and seeking him out). after I was able to track him down through the Memphis branch of the FBI, I had their control center put me on hold, as they contacted Mr. Schafer to see if he would take a call from me, he kindly consented, and we spoke for about an hour and I've been providing him with information since.

Likewise, I also contacted the Acting United States Trustee for Region 8, over Kentucky and Tennessee and stent him a load of documentation. He assigned a local Trial Attorney by the name of Megan Seliber to investigate my fraud complaint, (who I've since learned has been involved in ROCoish deals with Binkley before, between the BK Court and Chancery. I've been hearing that they've got a little money making system going on there in Williamson County Chancery Court!

Ms. Seliber confirmed that I was NEVER PROVIDED NOTICE per the FRBP 7001, but then she tried to say it wouldn't make any difference and that she thought that the state had dual jurisdiction, which is all a bold face LIE, and I'll show you why in the next page.,

So, throughout Ms. Story's ENTIRE TESTIMONY, she makes FALSE CLAIMS OF LAW, landlord tenant law, contract law, real estate deed law, and Binkley just nodded his head up and down, grunting sounds of approval, letting her claim whatever she wanted.

I have 50GB of exhaustive evidence proving every part, from the transfer of my premarital IRA ROTH which was used as a downpayment on the purchase of the house, and was about 2/3 compared to my ex-wife's 1/3.

Ms Story speaks throughout in a way that absolutely DESTROYS MY CHARACTER by telling the most ABSURD LIES, which again, she has see evidence that they are all LIES, but then she knew that, since she fabricated the entire fraudulent narrativel While every WOIRD that came out of Story's MOUTH was taken by Binkley as if it was gospel TRUTH! While it was the most grotesque lies I've ever heard!

Even the personal statement which Story coached my exwife to write in support of her request for an OP Experte, so they could bind and gag me as they stole everything I had, was NOT SIGNED, which by the Federal Rules of Evidence makes it TRASH! While that while that was the fraudulent basis of the entire OP. Nothing would have EVER passed CROSS EXAMINATION, so they made sure that nothing ever had to FACE CROSS EXAMINATION!

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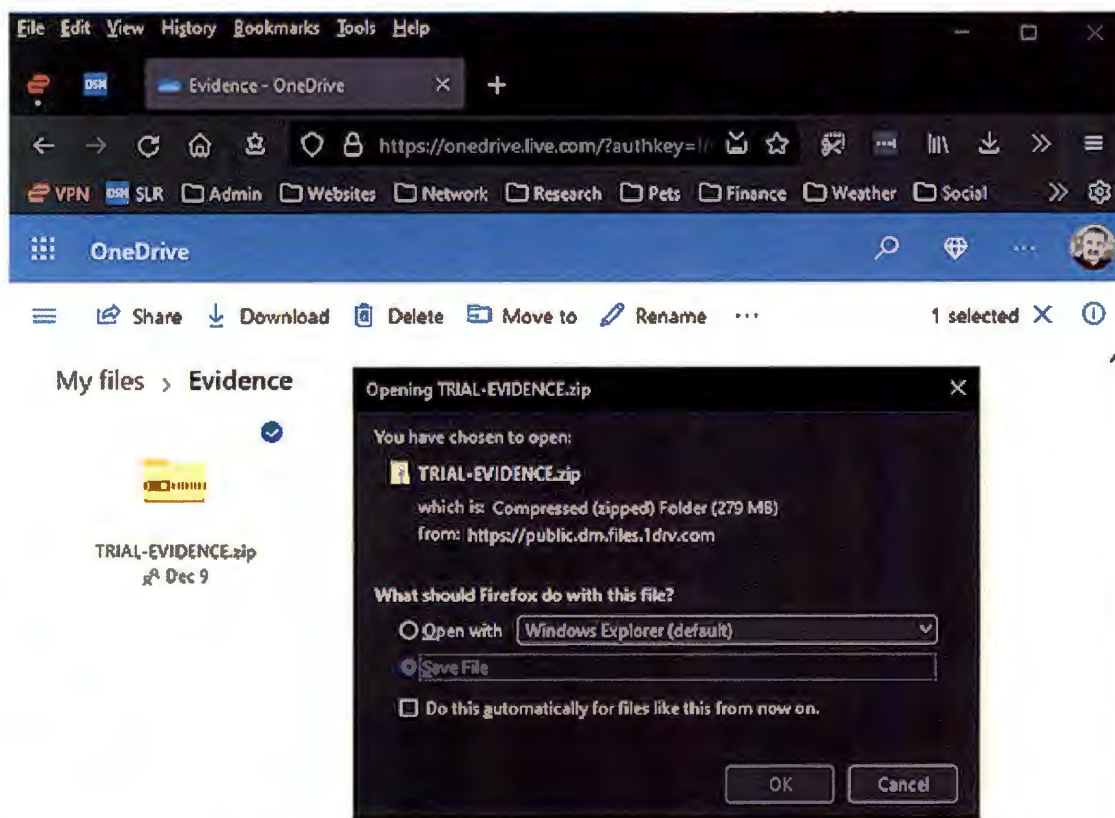
Mr. Fenton: Your email below dated May 2, 2023 states that two transcripts you sent to the Board of Professional Responsibility reflect Virginia Story's misconduct yet this office has never received any court transcripts but instead audio and written transcripts from the Clerk and Master's office. Additionally, your email to me states " Please leave me alone and do not contact me again." If you wish to pursue your complaint against Virginia Story, please provide the Board of Professional Responsibility with pleadings, orders, transcripts or other court filings supporting your complaint as Beverly Sharpe requested in her March 3, 2021 email to you.

Sandy Garrett  
Chief Disciplinary Counsel  
Board of Professional Responsibility  
of the Supreme Court of Tennessee  
10 Cadillac Drive, Suite 220  
Brentwood, TN 37027  
Phone: 1-615-361-7500, ext. 211 or 1-800-486-5714  
Fax: 1-615-367-2480  
Email: [sgarrett@tbpr.org](mailto:sgarrett@tbpr.org)

**From:** Jeff Fenton  
**Sent:** Thursday, December 16, 2021 12:17 PM  
**To:** Mark Shafer <mshafer@fbi.gov>  
**Subject:** FENTON CASE: The Most High-Value Evidence to Date (Please Prioritize this over Everything Else I have Sent You)  
**Importance:** High



Hello Mr. Shafer,  
I know that I've sent you a TON of content, dialog, and evidence. I don't know of any other way to convince you or anyone else that several highly respected powerful members of the Tennessee Bar unreasonably participated in a highly technical and synchronized "conspiracy against my rights" and my property. Along with a bunch of other violations of constitutional, federal, and state laws, and the judicial canons.



Much of what I've sent you is to convince you that I'm telling the TRUTH, despite the LIES sounding so much more "reasonable", on the surface.

Of everything that I've sent you, if you could please set everything to the side momentarily, ignore every word of my emails, and focus solely on downloading the OneDrive attachment to focus on downloading and looking through my "Smoking Gun #1" booklet, while listening to the Audio Transcript from 8/29/2019 trial and comparing it (along with the time marked certified transcripts from that hearing) with the provided 8/1/2019 Transcripts of Evidence and both subsequent Court Orders, while questioning/fact checking every Word spoken by Binkley & Story (with the court stamped documented provided herein), I believe that if you never read another email by me or anything previously sent, this would SHOW you where some key Federal Crimes took place against me.

**BEST DOCUMENTATION I HAVE TO SHOW WHAT THEY DID. PROVIDES NOTES THROUGHOUT.**

**"TRANSCRIPTS OF EVIDENCE" SHOWN IN NEXT SCREEN SHOT ARE LOCATED INSIDE THIS "FENTON...." NESTED ZIP FILE. ABSOLUTELY CRITICAL!**

**THIS IS THE TOP-LEVEL INSIDE MY ZIP FILE ONLINE AT THE ONEDRIVE LINK PROVIDED**

Before I loose your attention, as I know the domestic is overw helming, please take time to download the OneDrive Zip file (above or below):

<https://1drv.ms/u/s!AIWyAYYGDEXagYI8t3BylXSIyFvWZg?e=EthrpS>

This is the Best and Most Critical Evidence to Date!

**THIS IS THE MOST HIGH VALUE EVIDENCE I HAVE SENT YOU SO FAR. THE MOST CRITICAL, OBVIOUS AND CLEAR, SHOWING FOUL-PLAY AND FEDERAL CRIMES BY BINKLEY/STORY. THERE IS MORE (CRIMINAL) I'M STILL WORKING ON DOCUMENTING .**

**THIS IS INSIDE MY ZIP FILE ON ONEDRIVE, FOR YOU TO DOWNLOAD. THE DOWNLOAD LINK I HAVE SUPPLIED IN THIS EMAIL.**

There is more, and I'm still working on trying to separate the criminal from the domestic to make it a simpler task for law enforcement. I was just lambasted, fighting for my life and everything that I loved, while it was forcibly taken away within two months, just two 30-minute hearings, where I only got to speak for 7.1 minutes. (Which you can hear the audio of in the transcripts available at this link.)

It has taken me a long time to not only survive their cruelty, but to try to keep up with appellate deadlines, performing legal research, while the overwhelming burden of proof lied upon me to persuade any court or judicial oversight committee to help me, which after two years and well over 7,000 hours of work, you are the only person so far to take me seriously or care. So I certainly appreciate that.

This is the most important, convincing, concise, evidence I have to date. I would have sent it to you immediately, before the rest, but I didn't have it ready, while I'm still not satisfied with my "Smoking Gun #1" booklet, and I could probably spend months more working on it, I've tried to do a table of contents, which is complicated and time consuming for PDF documents... anyway, I finally just sent it to you before my window of opportunity closes.

SO I would appreciate it, if regarding all the stuff I've sent you, and even the emails, if you would temporarily set them aside to download and explore the contents of this zip file. I believe it will show you more in less time than anything else I have provided you. While I believe it contains all the evidence required to substantiate some Federal Criminal Charges (along with others), though there are more, which I shall continue to work on documenting, but will take me some time. The files I've provided in this ZIP download are definitely where I believe that you want to invest your time currently.

If you have some apprehension about downloading files from my Microsoft 365 OneDrive Account (or anywhere online), or if the FBI has some policy about that or preferred means of secure file transfer, I'd be more than happy to burn them on a DVD and mail it to you, if you will provide me with an address to mail it to.

I honestly want to help simplify this and help you get to the meat and potatoes with as little man hours as possible, because I think it is important for others in Middle Tennessee, I believe that their actions in my case can only be justified by admitting some lesser crime, but I see no way out of it without criminal admittance by Binkley and Story. I know that this information shows Story's complicity more so than Binkley, but Binkley unreasonably allowed her to do all of this, he empowered her, and allowed her to run the Court on 8/29, while my final default judgments (which I don't have documented much here, but I am working on that), Binkley sacrificed his slight veil of "plausible deniability" and OWNED the wholly unreasonable "Fraud Upon the Court", deprivation of my rights, and just plain cruelty, not giving a thought to the consequences for me. SO in the end, I see no way out for either one, or for Ausbrooks, or for Tommy Anderson, while Beeler may wiggle and dodge a little, she clearly helped in the cover-up and blocked my access to the Court, while their buddies in the COA, I believe are equally guilty in the cover up, or accessories after the fact. Walking by someone clearly drowning, without extending a hand.

I just want to make the best use of your time, and I believe that the files in this DOWNLOAD are it for now. Please let me know if you want me to mail you a DVD with the files, or transfer them by any more secure way for you.

Thank you very much for your help! Seriously!

## Jeff Fenton

17195 Silver Parkway # 150  
Fenton, MI 48430-3426

Phone: (810) 375-7456

Fax: (810) 255-4438

---

**From:** Mark Shafer [mshafer@fbi.gov](mailto:mshafer@fbi.gov)  
**Sent:** Monday, December 13, 2021 3:13 PM  
**To:** Jeff Fenton [jeff.fenton@live.com](mailto:jeff.fenton@live.com)  
**Subject:** Re: FENTON CASE QUESTION

I am in receipt of emails. It will take me awhile to plow through the voluminous information. I will reach out when I need context or additional information or have question.  
Thank you

12/29/2020

Board of Professional Responsibility

ATTORNEY LOGIN



Board of Professional Responsibility  
of the Supreme Court of Tennessee

Search

ABOUT THE BOARD FOR THE PUBLIC FOR LEGAL PROFESSIONALS NEWS & PUBLICATIONS

**The Board of Professional Responsibility is operating remotely.**  
**For informal ethics inquiries, please enter your inquiry online using the informal inquiry form.** ⓘ  
**Ethics Counsel will be receiving informal ethics inquiries online only.**

**The Board of Professional Responsibility will be closed on Thursday, December 31 and Friday, January 1.** ⓘ

Your complaint has been successfully submitted. Please note that your complaint cannot be processed until documents reflecting the attorney's representation and/or documents supporting your complaint are received by the Board within the next 30 days. ✓

// For The Public // File a Complaint

Attorneys who violate the Rules of Professional Conduct are subject to discipline, which could mean suspension of the right to practice law, or even disbarment.

All lawyers, however, are not of equal abilities. Some are more capable than others and sometimes they make mistakes. A lawyer may lose the trust and confidence of a client for various reasons. In some cases this may result from unethical conduct. In other cases, grounds for discipline may not exist because the lawyer may not have violated the Rules of Professional Conduct.

Disciplining a lawyer requires evidence - proof of misconduct - to justify disciplinary action. Likewise, the action of the lawyer must constitute misconduct. An honest disagreement about how a case should have been handled does not constitute misconduct, even if the outcome of the case is disappointing.

A mistake alone does not constitute misconduct. Like all others, lawyers make mistakes. If a mistake causes a loss, the client may be able to recover the loss in a law suit against the lawyer. But a mistake or error in judgment by itself is not misconduct.

If you have a problem of inadequate communication - lack of sufficient agreement or some misunderstanding - it may be the problem can best be resolved by a frank talk with the lawyer. The Board's Consumer Assistance Program may also be helpful in resolving misunderstandings with your attorney.

If your efforts have not satisfactorily resolved your concerns, complete and submit the "Online Complaint Form" below. Alternatively, [CLICK HERE](#) to print a blank copy of the complaint form.

- For alleged ethical violations of a serious nature, check, "I am submitting this form as a formal complaint."
- For concerns which do not rise to the level of serious ethical violations, check, "I am submitting this form as an informal request for assistance."

## Complaint Form

### Q Lookup Lawyer

Type any part of the name or BPR number (minimum 3 characters)

Date of first contact with Lawyer

yyyy/mm/dd

Date of last contact with Lawyer

yyyy/mm/dd



# Board of Professional Responsibility

of the Supreme Court of Tennessee

## CONSUMER ASSISTANCE PROGRAM

**Beverly P. Sharpe, Counsel**  
Director of Consumer Assistance

10 CADILLAC DRIVE, SUITE 220  
BRENTWOOD, TENNESSEE 37027  
TELEPHONE: (615) 361-7500  
FAX: (615) 367-2480  
E-MAIL: cap@tbpr.org  
WEBSITE: www.tbpr.org

January 29, 2021

Jeffrey Fenton  
17195 Silver Pkwy #150  
Fenton, MI 48430-3496

RE: Complaint Number: 66373c-6  
Attorney: Virginia Lee Story

Dear Mr Fenton,

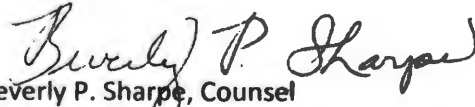
We reviewed your letter and materials about the opposing counsel. We are sorry to hear of the difficulties you have experienced.

You said your divorce was handled unfairly and based on misinformation. You have recently filed an appeal. If the appeal decision by the court indicates that the opposing counsel acted improperly, please send us a copy of the decision and a letter of explanation to review for possible attorney ethical violations. Our office is not a court with the authority to change any order or decision of a court, including any Order of Protection or divorce decree. We are not permitted to represent individuals and so cannot assist with your appeal.

You mentioned crimes. Our office does not prosecute crime. Any crime should be discussed with law enforcement or the local district attorney's office where the crime occurred. If any attorney is indicted for crime or fraud is found by any court, please write us with that information for our further review.

You appear to need prompt legal advice. Please see the enclosures in searching for representation, for sources of free or low cost legal services or self-help information. We hope this information is helpful. Please reference your CAP number above when writing our office about this attorney. Thank you for your assistance.

Sincerely,

  
Beverly P. Sharpe, Counsel  
Director of Consumer Assistance

Enclosure: **Lawyer Referral Services Brochure**  
**TALS Brochure**

8PS.mf



# CONSUMER ASSISTANCE PROGRAM

## BOARD OF PROFESSIONAL RESPONSIBILITY

of the

SUPREME COURT OF TENNESSEE

### LAWYER REFERRAL SERVICES

Our office is not permitted to refer, recommend, appoint or assign attorneys. We have no authority to give specific legal advice or represent individuals. Please seek independent legal advice promptly to avoid missing any deadlines.

To assist you in locating an attorney, a list of Lawyer Referral Services (LRS) in Tennessee is provided. Generally, a half hour appointment is set to consult with the lawyer for a small fee, not the usual hourly rate, before hiring the attorney. To avoid misunderstandings when hiring any attorney, obtain a written fee agreement at the first conference.

#### **Chattanooga Bar Association**

801 Broad St Ste 420  
Chattanooga, TN 37402  
Phone: (423)756-3222  
Website: [www.chattbar.org](http://www.chattbar.org)  
Serving: Hamilton, Bradley, Rhea  
Counties and Southeast Tennessee

#### **Nashville Bar Association**

150 Fourth Ave N Ste 1050  
Nashville, TN 37219  
Phone: (615)242-6546  
(888)577-1939 (toll free)  
Website: [www.nashvillelawyerreferral.org](http://www.nashvillelawyerreferral.org)  
Serving: Davidson County and Middle  
Tennessee

#### **Knoxville Bar Association**

PO Box 2027  
Knoxville, TN 37901-2027  
Phone: (865)522-6522  
Website: [www.knoxbar.org](http://www.knoxbar.org)  
Serving: Knox County and East Tennessee

#### **Memphis Bar Association**

145 Court Ave Ste 301  
Memphis, TN 38103  
**Directory only, not referral**  
Phone: (901)527-3573  
Website: [www.memphisbar.org](http://www.memphisbar.org)  
Serving: Memphis & Midsouth Tennessee

#### **Other resources to find qualified attorneys or legal assistance:**

[www.tba.org/info/find-an-attorney](http://www.tba.org/info/find-an-attorney)  
[www.justiceforalltn.com](http://www.justiceforalltn.com)  
[www.HELP4TN.org](http://www.HELP4TN.org) 1-844-Help4TN (1-844-435-7486)  
[www.lawsearchpro.com](http://www.lawsearchpro.com)

Martindale-Hubbell [www.martindale.com](http://www.martindale.com) 1-800-526-4902 is not a "Referral Service" but is an Online Attorney Directory to assist in locating an attorney. Search for an attorney by location and type of practice. If you do not have access to a computer, a printed directory can usually be found at local public libraries in the reference section.

Revised 2020



# CONSUMER ASSISTANCE PROGRAM BOARD OF PROFESSIONAL RESPONSIBILITY

of the

SUPREME COURT OF TENNESSEE

## TENNESSEE ALLIANCE FOR LEGAL SERVICES

[www.tals.org](http://www.tals.org)

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### Help4TN

**A toll-free phone line offering free legal information and referrals to assist Tennesseans in finding resources to deal with civil legal issues.**

- By telephone, dial 1-844-HELP4TN (1-844-435-7486)
- Talk to an experienced Tennessee attorney for free legal advice and referrals.

**A web portal designed to provide Tennesseans with a broad range of legal and social services resources in a one-stop venue.**

- Visit the website [www.help4tn.org](http://www.help4tn.org)
- Email legal questions, see court forms, watch videos about legal issues and more.

### Free Legal Answers

**Users are provided online advice and counsel about civil legal issues from a volunteer attorney at no cost. An easy-to-use, web-based pro bono clinic for low-income persons. Users can post questions about their civil legal needs and receive basic legal information and advice from attorneys.**

- See if you qualify by visiting [www.tn.freelegalanswers.org](http://www.tn.freelegalanswers.org)
- Sign in to ask a legal question on the website
- An attorney will reply to you on the website
- You'll receive an email when your question is answered

### Justice For All - A Tennessee Supreme Court Initiative

**Users who cannot afford a lawyer and need legal help in civil cases, may find a lawyer or agency to help with all or part of a civil legal issue, or find information to better understand what is needed to represent yourself in civil legal matter.**

- Visit the website [www.justiceforalltn.com](http://www.justiceforalltn.com)

**Jeff Fenton**

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**From:** Jeff Fenton  
**Sent:** Monday, February 22, 2021 8:04 AM  
**To:** Sandy Garrett  
**Subject:** RE: Virginia Lee Story | PLEASE DO NOT FORWARD TO CAP | Batch 1 of 2  
**Attachments:** 2019-08-29 SMOKING GUN #1 - FACT CHECKING PROOF of PERJURY (compare with audio).pdf; APPLICABLE - RULES OF PROFESSIONAL CONDUCT.pdf; 2020-12-29 Narrative of BPR Complaint against Attorney Virginia Lee Story.txt

**Importance:** High

Hello Ms. Garrett,

I'm extremely disappointed that though I selected on your website the check-box specifying "I AM SUBMITTING THIS FORM AS A FORMAL COMPLAINT" (not an "Informal Request for Assistance"), that my complaint was still forwarded to your CAP Division (Consumer Assistance Program).

Regardless of what their last names are, if they refuse to live and function under the RULE OF LAW, then they have no place in being trusted "Members of the Court", or certainly in administering justice! I've never even been arrested, and I lost everything in my life, including my \$500k Brentwood home (now worth over \$800k), for ZERO dollars. While being rendered literally homeless and destitute, without so much as DUE PROCESS! All in just 30 minutes of the Court's time!

While Chancellor Binkley didn't question a WORD spoken by Attorney Story, while I was deprived of my rights, my beautiful Brentwood home, and all of my real property, "under color of law"! **There was no truth to be found in any of it!**

I completely understand the scope of the work and professional responsibility held by the "Board of Professional Responsibility". From what I understand, no court can discipline, suspend, and disbar an attorney for misconduct, except for your organization! Which is exactly why I have gone through great efforts to contact you and provide you with nearly 500 pages of documented evidence of grossly unethical behavior and misconduct on the part of Attorney Virginia Lee Story, as well as a number of other members of the Tennessee BAR.

As stated on your website:

**"Attorneys who violate the Rules of Professional Conduct are subject to discipline, which could mean suspension of the right to practice law, or even disbarment."**

This is exactly what I expected in contacting your organization, my other needs will be sought elsewhere. It has been a tremendous undertaking, to even attempt to challenge these high profile individuals, who live as though they are "ABOVE THE LAW". Which I expect is some of the apprehensions in your BOARD holding them "Accountable" to the Tennessee Rules of Professional Conduct, but that is exactly what I need from you please!

As also instructed on your website:

**For alleged ethical violations of a serious nature, check, "I am submitting this form as a formal complaint."**

Hence on my complaint form, I specifically selected **"I am submitting this form as a formal complaint."** (Not to be forwarded to CAP, with a few meaningless fliers mailed to me, marking my complaint "no further action" until a court of law rules.)

**Please remove this case from the CAP division.** All that they did was mail me several pages on free legal services within the State of Tennessee, all of which I exhausted over a year ago.

I understand the roles of the DA, the AG, the FBI, the TBI, the COA, the AOC, and the Supreme Court. I also understand the role of the BJC, where I've spoken with Shane A. Hutton, "Assistant Disciplinary Counsel" in regards to my complaint against Judge Michael W. Binkley. As for my ETHICAL COMPLAINTS regarding LAWYERS within the State of Tennessee, I am told that the BPR is the one and only entity, board, authority, appointed, funded, and responsible for that! Which is exactly why I filed my complaint form on your website, and hope that your organization will immediately launch an investigation into the mountain of horrendous, abusive, cruel, and downright inhumane ethical violations which I have and shall continue to provide you with evidence of, in my case alone.

Below are a few of the brazen violations by Attorney Virginia Lee Story during my case:

- Rule 1.2 - SCOPE OF REPRESENTATION
- Rule 1.6 - CONFIDENTIALITY OF INFORMATION
- Rule 3.3 - Candor Toward the Tribunal
- Rule 3.4 - Fairness to Opposing Party and Counsel
- Rule 3.5 - Impartiality and Decorum of The Tribunal
- Rule 4.1 - Truthfulness in Statements to Others
- Rule 8.3 - REPORTING PROFESSIONAL MISCONDUCT
- Rule 8.4 - MISCONDUCT

**That is what happens when CORRUPT BUDDIES are allowed to continue above the law!**

Please do your very best to ensure that adequate (impartial) resources are allocated to investigating my claims and taking ACTION to hold Attorney Virginia Lee Story **accountable** for her disrespect of EVERY rule of professional conduct, having violated EVERY pledge in her Oath of Office, having intentionally worked in direct opposition to both the Constitution of the State of Tennessee, along with the Constitution of the United States of America! She showed me nothing except for an insatiable lust for power by which to further harm me! Even after I was forced to relocate 600 miles away, to simply obtain replacement shelter and provision!

I am not crazy, and I can (and have) provided you with more EVIDENCE than probably anyone typically provides to your agency.

This involves Federal and State Fraud committed seperately, by Attorney Ausbrooks in Federal Bankruptcy Court, and Attorney Virginia Lee Story committing every other sort of Fraud in Chancery Court, while her good buddy, Judge Michael W. Binkley "rubber stamped" everything!

It is an abomination to Justice, and should be shameful and reprehensible to every Tennessee Citizen, especially those employed in a profession devoted to law, integrity, honesty, or justice!

---

Thank you for any real help you are able to provide.

Again, I understand the scope of your organization's authority and responsibilities. There is no need to "set my expectations" to not receive direct help. I'm seeking my legal cure elsewhere. **But I'm expecting you to prevent this from ever happening again to somebody else!**

In hopes of increasing the transparency, accountability, and integrity of Tennessee's legal system, to match the growth and need of Tennessee's economy.

Respectfully,

## **Jeff Fenton**

17195 Silver Parkway # 150  
Fenton, MI 48430-3426

**Phone:** (615) 837-1300

**Fax:** (810) 255-4438

**Jeff Fenton**

**From:** → Consumer Assistance - Board of Professional.. <cap@tbpr.org>  
**Sent:** Wednesday, March 3, 2021 5:06 PM  
**To:** Jeff Fenton  
**Cc:** → Consumer Assistance - Board of Professional..  
**Subject:** FW: Virginia Lee Story | PLEASE DO NOT FORWARD TO CAP | Batch 1 of 2

**Society's commitment to institutional justice requires that JUDGES be solicitous of the RIGHTS of persons who come before the court.**  
**\*Geiler v. Commission on Judicial Qualifications, (1973) 10 Cal.3d 270, 286**

Mr. Fenton,

Our last letter asked you to send us the results of your appeal. However, I am reviewing the emails you recently sent to Ms. Garrett.

I will need additional information from you after my review is finished.

Your complaint could end up as a formal complaint, but Ms. Garrett has asked me to gather more information first as a preliminary step.

I will be back in touch with you.

Thank you for your assistance. ●



**From:** Sandy Garrett <sgarrett@tbpr.org>  
**Sent:** Wednesday, March 3, 2021 4:00 PM  
**To:** Jeff Fenton  
**Cc:** Beverly Sharpe <bsharpe@tbpr.org>  
**Subject:** RE: Virginia Lee Story | PLEASE DO NOT FORWARD TO CAP | Batch 1 of 2

Dear Mr. Fenton: It is my understanding that Beverly Sharpe sent you a letter requesting additional information but we have not received your response. Please respond to Ms. Sharpe's request for information and provide Ms. Sharpe with succinct facts reflecting Virginia Story's misconduct. Your cooperation is appreciated.

Sandy Garrett ●  
Chief Disciplinary Counsel ●  
Board of Professional Responsibility  
of the Supreme Court of Tennessee  
10 Cadillac Drive, Suite 220  
Brentwood, TN 37027  
Phone: 1-615-361-7500, ext. 211 or 1-800-486-5714  
Fax: 1-615-367-2480  
Email: [sgarrett@tbpr.org](mailto:sgarrett@tbpr.org)



Virginia Story





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## JOHN COKE NAMED GENERAL COUNSEL OF THE ADMINISTRATIVE OFFICE OF THE COURTS

July 14, 2022

The Tennessee Administrative Office of the Courts has named Attorney John Coke general counsel. Coke has served as assistant general counsel since 2016 and took on the new role effective July 1.

"Over the past six years, John has provided trusted and valuable legal advice on a variety of issues ranging from legislative fiscal impact statements to contracts to compliance as well as working directly with judges on leases, designations, disability access and the civil pattern jury instructions," said AOC Director Michelle J. Long. "John has provided leadership on key projects impacting the AOC and the judiciary. I am pleased to have him join our executive leadership team as general counsel."



The AOC general counsel heads the legal service and judicial development team, oversees administrative functions and judicial conferences, and supports trial and appellate judges across the state.

"I am honored and grateful for the opportunity to accept the role as the new general counsel for the AOC. I appreciate the support of the AOC and confidence in me for this position. I look forward to representing, leading, and adding value to the legal services division team, the AOC and the judiciary in this role," Coke said. "I will do my best to excel, learn, and grow in efforts to continue the successes of our agency and the Tennessee judiciary."

Before joining the AOC, Coke twice worked as a judicial law clerk for Judge Joe Binkley, Jr. in the 20<sup>th</sup> Judicial District (Davidson County). He also served as a judicial law clerk for Judge Hamilton Gayden, also of the 20<sup>th</sup> Judicial District. Earlier in his career, Coke spent two years in private practice where he focused on civil litigation.

Coke is a graduate of the Cumberland School of Law, Samford University and the University of Colorado.

Prior to attending law school, Coke worked in Washington, D.C., as a legislative assistant to former Senator Pat Roberts (R-KS) and former Senator Ben Nighthorse (R-CO). During that time, he focused on the following issues areas: judiciary, telecommunications, small business, housing, science and technology, foreign affairs, and military and defense.

Former AOC General Counsel Rachel Harmon was promoted to Deputy Director in March 2022.



# John Coke

General Counsel at the Administrative Office of the Courts  
Nashville, Tennessee, United States

## Experience

Tennessee Supreme Court/Administrative Office of the Courts  
General Counsel  
July 2022 - Present (6 months)  
Nashville, Tennessee, United States

Tennessee Supreme Court / Administrative Office of the Courts  
Assistant General Counsel  
September 2016 - July 2022 (5 years 11 months)  
Nashville Area, TN

Attorney  
Staff Attorney for Judge Joe P. Binkley, Jr.  
July 2014 - September 2016 (2 years 3 months)  
Nashville, TN

Howell & Fisher, PLLC  
Attorney  
August 2012 - July 2014 (2 years)

Judge Joe P. Binkley, Jr.  
Legal Clerk  
August 2010 - July 2012 (2 years)

Senator Pat Roberts  
Legislative Aide  
January 2005 - August 2006 (1 year 8 months)

Senator Ben Nighthorse Campbell  
Legislative Aide  
August 2001 - December 2004 (3 years 5 months)

## Education

Samford University, Cumberland School of Law  
Doctor of Law (JD), Law · (2007 - 2010)

University of Colorado at Boulder  
Bachelor of Science (BS), Political Science and Government (1996 - 2000)

## Contact

[www.linkedin.com/in/john-coke-b884a156](https://www.linkedin.com/in/john-coke-b884a156) (LinkedIn)

## Top Skills

Civil Litigation  
Legal Research  
Personal Injury

## Languages

English

**Jeff Fenton**

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**From:** Jeff Fenton  
**Sent:** Monday, October 5, 2020 11:12 PM  
**To:** john.coke@tncourts.gov  
**Subject:** I'm at fear for my SAFETY and that of my MOTHER (who has an immune disorder) from the unaccountable actions of Judge Michael W. Binkley and Attorney Virginia Lee Story (Definitive Evidence Attached - Listen and Fact Check PLEASE!)

**Attachments:** 2020-07-08 ADA Request for Modification due to Mental Health (Under Tennessee Judicial Branch Policy 2\_07).pdf; 2019-08-29 Hearing at the Old Courthouse - Michael Binkley - Virginia Story - Jeff Fenton (Audio Evidence).mp3; 2019-08-29 Hearing at the Old Courthouse - Michael Binkley - Virginia Story - Jeff Fenton (Transcripts with Times).pdf; 2019-08-29 Hearing at the Old Courthouse - FACT CHECKING EVIDENCE (Error or Crime).pdf; 2018-08-30 Tennessean Article - How Close can Judges be with Lawyers - Story Hosts Vacations with Judges.pdf; 2018-09-24 Tennessean - Binkley Story Follow-up Article.pdf; 2020-09-24 Amended Order of Protection (5-Year).pdf; Strong Man Principle.pdf; FAWNS NOT A VICTIM.pdf

**Importance:** High

Hello Mr. Coke,

Ms. Story has INTENTIONALLY exploited my disabilities to HARM me repeatedly, even after I've lost my home and everything by a DEFAULT JUDGMENT while I was told in the attached audio recording which Chancellor Binkley gave me permission to record.

IF you will just take a few minutes and LISTEN to the hearing, while simultaneously FACT CHECKING, almost everything they BOTH say is a LIE! Simply by holding up the transcripts from both hearings, and the court orders from both hearings. They MASSIVELY FAIL TO MATCH UP! Never mind all the reasons WHY Chancellor Binkley never should hear cases presented by Ms. Story anyways!

I can't do this through the legal system with how corrupt it is, without help, and everybody is related to a Binkley... you even used to be his brother's clerk!

It is not a matter of opinions, there is deeply seeded corruption in Tennessee's legal system. While they keep threatening me further, I just received a notice that the 1 year OP based upon false testimony and a default judgment was extended to FIVE years, again, intentionally exploiting my handicaps to DIVERT me from working on my BRIEF!

I'm not looking for a penny, they can have everything they stole from me... about \$250k plus damages... all I want is all the LIES about me being a "STALKER" or having "ABUSED" my wife stricken from my record, with the OP dropped and EXPUNGED so that I can pass a background check and get a low paying JOB in Michigan when I can, without having my CIVIL liberties revoked anylonger!

Otherwise, I have no choice but to go political and media route.

There may have been some "gray" area in what we discussed before, but in the attached COURT EVIDENCE, there is NO GRAY! They have litigiously abused and discriminated against me, while robbing me, inscesantly!

I'm not sure if I need to contact the FBI next to report Judge Michael W. Binkley's litigious abuse, in collusion with Attorney Virginia Lee Story, in massive violation of my 14<sup>th</sup> Amendment rights to EQUAL and DUE Process, by an UNBIASED TRIBUNAL, but you told me that it is YOUR JOB to protect the interests of the State of Tennessee, and this PROOF is irrefutable and will definitely add to the reputation of Tennessee being one of the most legally corrupt states in the union.

The LAWS are just fine... the problem is that too many people live ABOVE the LAWS, with wreckless abandon!

Sharon G. Lee is about the only person whom I trust within Tennessee's Judicial system at the moment, but regretfully after speaking with her office today, she can't hear anything in case this escalates to the TN Supreme court, which I promise it won't, I'll seek relief in Federal District Court first, to get the heck out of Middle Tennessee. I've done a lot of research, I thought I just didn't have a chance at an unbiased tribunal in Williamson County, but we both know that it goes a lot deeper than that!

There is no "ethics" experts beyond Tennessee's borders who would advise what happened to me on the recordings attached. Or for Binkley to even hear cases presented by Story, EVER!

I've been working over a year on this, I have so much documented verifiable EVIDENCE, I simply can't fit it in a small enough space due to my disabiliities, to have a chance in appellate court, while the only reason I was trying to do this through legal channels was because I once thought I would receive some financial relief for the \$250k they stole from me, but I know that isn't even possible now, without more legal fees which I can't afford.

With the evidence I'm showing you here, the Court SHOULD HAVE provided me with COUNSEL, either as a REASONABLE ACCOMODATION in light of the OBVIOUS HARM which at the very least their ERRORS and NEGLIGENCE caused me. Instead, they refuses to even allow the PLAIN EVIDENCE attached to my RECORD to CITE in my BRIEF!

Court isn't where I'm going to find Justice... I have no chance in Williamson County without PEOPLE seeing how vulnerable they ALL are to the current Judicial system is, with nobody anyone can call for PROTECTION from the JUDGE and the horrificially malicious attorney (Virginia Lee Story) whom everyone knows is corrupt! But the ADA wants to turn their head and say there is nothing wrong with hearing malicious legal arguments by one of your best friends, while the other party has no counsel, and then we go string him up in the back alley, take all his money, and call him crazy for every telling the TRUTH to anyone!

This is your backyard, not mine! I spent 25 of the happiest years of my life in Middle Tennessee, I've never once been arrested, and had no problems with the law or justice ever, while after just TWO 30-minute hearings with Chancellor Michael W. Binkley, I swore to never step foot of Tennessee SOIL again! Unless I must to legally find Justice! That is HOW BADLY they INTENTIONALLY and without restraint WOUNDED me!

At the very least, this needs to be transferred to the EASTERN DISTRICT of the Court of Appeals, but I don't even know how to do that. At least they have some reputation for prosecuting unethical members of the Court...

Can you offer me any HELP, or at least any PROTECTION from further actions taken by Judge Michael W. Binkley and Attorney Virginia Lee Story to cause me further HARM, after I have been robbed of everything, while being forced to abandon the state to merely have a roof over my head and food to eat.

Or does this just become another viral YouTube expose on corrupt Justice in Middle Tennessee, while I work for years at trying to garner the support for some Federal relief?

I know that your dad used to be a Judge. Doesn't doing what's RIGHT encite anyone to ACTION anymore, to risk pissing off a powerful person, in the best interests of the PUBLIC?

There is a whole lot of California money in Cool Springs right now, and if they had any clue that their US CONSTITUTIONAL rights mean NOTHING in Williamson County Courts, I think some things would finally start to change around there!

The FAKE OP is based upon afterwards decided "unwanted" emails and text messages, with NO THREAT, with nevery any threat, simply for legal leverage, the #2 legal abuse in the United States! Now that I'm 600 miles away, they still need to keep a noose around my neck! Now for FIVE more years... AFTER violating me WAY more ways than will ever be LEGAL!

They can say that black is white, and red is purple all they want, but they can't refute their own words proving their discrimination, abuse, and collusion against me!

This is a FEDERAL CASE! There is NO LEGAL grounds for their actions, whatsoever!

I honestly hope that you are in a position to help. I want to move on with my life, but I never will while anyone refuses to restore my CONSTITUTIONAL rights of citizenship to me! Especially, when they are WRONG and Ms. Story and my ex-wife LIED in EVERY SINGLE COURT FILING! (Which is the stretch of no one's imagination, yet for some reason Tennessee never does it's own Judicial houskeeping...

Here is what it felt like for ME on 8/29/2019 as I stood inside the "OLD Williamson County Courthouse" in Franklin:

As if I was an unknown prisoner of war, in a far away, foreign and hostile nation, who refused access to the United Nations, who didn't show any care for my humanitarian rights, let alone my constitutional rights, who refuses to even acknowledge the Geneva Convention! That is how I felt on 8/29/2019, as is recorded on the attached audio transcription!

I wish they had printed that on the Tennessee WELCOM sign... "Welcome to Tennessee, you can keep your guns PROBABLY, but you just left your CONSTITUTIONAL RIGHTS at the State line!"

Never in my life did I believe that I was in such DANGER to a Court and a "Legal" system, without being a CRIMINAL!

That is SHAMEFUL!

I attached a PDF called "FAWS NOT A VICTIM". This is my ex-wife who supposedly needs an OP against me from a few unwanted texts and emails, while living 600 miles away! Every firearm you see is HERS, the 5,000 rounds of ammo, are HERS, the licenses and extensive training is HERS... the entire SCANDAL is a HOAX made for PRIME TIME!

I really hope that you can help mitigate my losses from increasing yet FURTHER in search of justics, accountability, and the RESTORATION of my CONSTITUTIONAL RIGHTS!

I'm ready to send this all to anybody who will publish it, because I can't obtain a legal cure without help!

Speaking about a "reasonable accomodation" for my ADA... it is NOT reasonable that I need to not only fight a few FRAUDULENT claims by my oposing counsel and my ex-wife, but that I must FIGHT the CRIMES being committed under the cloak of justice, while being enforced by the freaking police department! All while every Williamson County tax paying law abiding Citizen sleeps cluelessly, until Judge Binkley and Virginia Story violently woke me UP on 8/29/2019!

For every member of the TENNESSEE BAR who has cast eyes upon this yet FAILS to HELP, their lies Culpability for further harm caused!

I LOVED TENNESSE BEFORE THIS, AND HOPED TO DIE THERE IN MY BEAUTIFUL BRENTWOOD HOME ON SUNNYSIDE DRIVE, BACKED UP TO HUNDREDS OF ACRES OF PROTECTED WOODLANDS, WITH OWLS CREEK NATURE SANCTUARY DIRECTLY ACROSS THE STREET!

Now I live in a 700 SqFt BASEMENT IN MICHIGAN!

Thanks...  
Jeff Fenton

4:53 Story: "He said that he was moving September 1st, that is Sunday." (**BOLD face LIE, I NEVER said that!**)

5:00 Jeff: "that was my tenants move out by then."

5:04 Story: "That is not true, he says he had 45-days AFTER September 1st to move, but that wouldn't even make sense." (**Which is NOT what I said or MEANT!**)

**According to the Judgment on 8/1/2019 (included in "FACT CHECKING EVIDENCE" attachment):**

- My Tenant's had 30-days, from 8/1, to move-out.
- The AUCTION was set to take place within 45-days, from 8/1.
- So there should have been approximately 15-DAYS where I would live in MY HOME BY MYSELF, between the date that my Tenant's were forced to vacate, until the AUCTION was scheduled to take place.
- NEVER did the Court Order on 8/1/2019 require me to vacate my home prior to the sale.
- I was SUPPOSED to be allowed to remain in my HOME, until the SALES proceeds provided me with another place to LIVE!

I had hoped to voluntarily leave a day before the sale, simply so that I wouldn't need to be present during auction, not because I was required to move by any specific date. (*According to the 8/1/2018 Court Order (TR v1, Pages 110-112) ATTACHED.*)

5:28 Story: "So he's got to be out for them to get this place ready to go." (**THIS IS NEW INFORMATION**)

5:38 Story: "I have seen correspondence where he said September 1st (**BOLD face LIE, I NEVER said that!**), now he is saying he can't, so I would suggest September 3rd, which is next Tuesday, and"

5:50 Story: "I would like the Order to reflect, that the Williamson County Sheriff's Department will accompany him, and at this point, off the property."

6:00 Story: "I don't think that he needs to take any property."

6:04 Story: "What he did your honor, we in this response he filed, they had a tv... a sony tv... he now tells me in this response, that he sold it for \$1,000. (The TV was MARITAL PROPERTY, but it was "negotiable" (as proven in the attached phone call with Fawn), yet NOTHING HAPPENED DURING THE STATUORY INJUNCTION, WHICH STORY KNEW (see my email with her afterwards), yet

she INTENTIONALLY DECEIVED THE JUDGE TO HARM ME! **That is TEXT BOOK PERJURY!**)

JUST FYI... in the END, I retrieved the TV and LEFT it as a GIFT for Ms. Fenton, not because I had any LEGAL duty to do so, but simply as a KISS ON THE CHEEK! (PHOTO)

6:21 Story: "and then the other thing, there was a dehumidifier in the basement, that was like a \$2500 - \$3500 dehumidifier for moisture, he sold that." (I had Ms. Fenton's PERMISSION TO TAKE THE DEHUMIDIFIER, WHICH WAS A FREE-STANDING UNIT THAT WAS NEVER ATTACHED TO THE HOUSE, hence it remained PERSONAL PROPERTY. While Ms. Fenton and I had previously DECIDED that I was to keep it to take to my MOTHER'S house! (Proven in the 2018-10-27 Fenton Phone Call – attached.) Plus, the unit was paid for using MY CREDIT, for which I STILL OWE some of the DEBT!)

Even if Ms. Story HAD no knowledge of this, she was still INTENTIONALLY DECEIVING THE COURT, because it was NOT on Ms. Fenton's LIST of personal property which she wanted, PLUS MS. Story already acknowledged at the TOP of **Wife's Petition for Divorce**, that **"IV. Plaintiff would show that the parties have no assets other than personal property which has been divided with the exception of a few items. Husband and Wife have lived separately since April 2018."** WHICH I CONSTANTLY reminded Ms. Story about, yet she didn't care, while SOMEHOW all the Personal Property remaining in OUR HOME (ALL ADMITTEDLY MINE - EXCEPT FOR ABOUT 6-ITEMS) was somehow CONVERTED back into MARITAL PROPERTY, and ordered to be AUCTIONED WITH THE HOME as part of the MARITAL ESTATE. (This was PURE LEGAL BULLYING!)

6:33 Story: "So if you let him, take anything out, at this point, it is going to be sold, and he's dissipating marital assets, which would be in violation of the restraining order." **(Pure PERJURY for reasons stated above!)**

**Jeff Fenton**

17195 Silver Parkway # 150  
Fenton, MI 48430-3426  
**Phone:** (615) 837-1300



Home Profile FAQ

**During an Appeal for a Divorce/OP/Forced Sale: Can I obtain Restitution/Award for Malicious Prosecution by Oposing Counsel, County, State?**

Asked on September 9, 2020 at 9:09 AM EDT

Legal Deadline: Sep 15, 2020 | Description: COA Appellant Brief is Due (Hoping for Extension)

2 replies



Jeffrey R Fenton

MY QUESTIONS: Will I be potentially allowed to receive a financial award and/or restitution, from some/all of these OTHER parties in my case, as listed above? Or despite the actions of ALL the "bad actors", can I only receive financial damages/awards/restitution from my ex-wife?

WHAT can I do to PROTECT my ex-wife from further HARM (legally, financially, professionally), so not to help substantiate any criminal charges against her, for perjury, bankruptcy fraud, false testimony, etc... Though I have cried foul about that throughout my case, to slow the steam roller...

I hope to use those instances to help PROVE the CREDIBILITY of HER TESTIMONY CIVILLY, but I don't want any CRIMINAL charges brought against her! I especially want to have my record cleared and expunged of any "stalker" claims and Ms. Story's legal straight jacket, the fraudulent OP.

How can I help PROTECT my ex-wife from the POWERFUL FRIENDLY Court and her Counsel from "throwing her under the bus?"

Would I need to bring a separate lawsuit (which isn't financially, mentally, or emotionally an option) against the "bad actors" in my case?

It SEEMS to me, that since I suffered the LOSSES due to their harmful participation in these three related actions, that I could likewise receive a "cure" or become more "whole" (restitution, damages, award, judgment), from those same parties, through this APPEAL of those three related actions. Is that belief accurate? Is there a process for "adding" or "serving" them each? What do I need to KNOW in order to receive any relief?

Lastly, is there any way for me to seek financial relief for my EX-WIFE, from these "bad actors"? Advocating on HER behalf, within this SAME APPEAL? Due to HER significantly heightened damages, which SHE suffered as a result of having MORE POWER than she was either legally allowed or could realistically "handle", without devastating consequences. (It was like allowing a teenager to pilot the Space Shuttle!) There is a responsibility for negligence, by whomever LIFTED her into that seat!

Thank you!



From the Volunteer Attorney 442

September 23 at 4:35 PM EDT

While we do not fully understand all that occurred in connection with your divorce and possibly other proceedings, it is obvious that you have a very complicated legal history. It also appears that for at least part of the proceedings you were represented by Messrs. Miller and Duke, but with your consent, they withdrew. It does not appear that if you were unhappy with the actions of the trial judge why you have not appealed. If you are not currently represented by counsel, you are fortunate to be located in an area that has other very competent family law attorneys, some of whom may grant an initial low-cost consultation to review your complex history and give you a preliminary recommendation as to any further legal action you should take in light of the actions of the trial court and the lapse of time. Check with friends, family and colleagues for local attorney recommendations.



From You

September 24 at 5:00 PM EDT

Thank you for your response.

**ABSOLUTELY WORTHLESS "ANSWER" WHICH CLOSED MY QUESTION! I SUSPECT BY A "FRIEND" OF "SOMEBODY" :( NO HELP TO BE FOUND!**

Actually, I do not have a complex legal history at all. I've never had a single arrest, and I knew absolutely nothing about the Judicial System other than my basic Constitutional Rights as a United States Citizen. I've had no interest in politics, being a social influencer, money, and power. I would actually make quite a happy hermit, leaving the house about once a week to procure groceries and run errands, if the World would only allow me to do that, if I could find a modest and sustainable way to work from home. But here comes the BIG IF: IF the World would respect my property lines, my property ownership, and leave me at peace without encroaching upon either my peaceful enjoyment of my property or try to seize and take away my property ownership (as unfortunately happened in this case), as a result of a failure of Williamson Counties Judicial system, to provide me with equal and due process.

✓ This question is marked as answered and is now closed.



Hello,

This SOUNDS “domestic”, but it is NOT in the end. Despite my losses, my grievance is NOT with my ex-wife, nor do I seek restitution or support from her. I actually feel SORRY for her, because some very POWERFUL, CONNECTED, “bad actors” (at least in this case), carelessly and unconscionably ENABLED and EMPOWERED my ex-wife, during a massive midlife melt-down, to do FAR MORE DEVESTATING DAMAGE to BOTH MYSELF AND HERSELF, which I don’t believe that either of us will ever fully recover from! At least, in my case, I am guaranteed NEVER to enjoy even a remotely similar standard of living to what WE jointly had together, or to even what I had ALONE, FIVE years PRIOR to ever MEETING my ex-wife!

I was legally STRONG ARMED, maliciously, and violently abused, harassed, and violated REPEATEDLY by Attorney Virginia Lee Story. While she INTENTIONALLY exploited and targeted my KNOWN, well documented, and fully disclosed psychological disabilities, to cause me far greater harm, beyond the financial benefits of herself or my ex-wife, simply for SPORT! TO teach me a LESSON for ever accusing her of being a part of a “GANG OF THIEVES!” Yet that is exactly what I experienced. I believe that I was tried, convicted, and sentenced, before I ever FIRST walked into Williamson County Chancery Court! Ms. Story has a penchant for power and deception beyond anyone whom I have EVER encountered, on EITHER side of the “LAW”!

Ms. Virginia Lee Story acted completely AMBIVELANT to the LAW, as if the LAW was absolutely IRRELEVANT, as if it didn’t even APPLY to her, as if the LAW SERVES MS STORY, rather than Ms. Story serving the LAW! As if the LAW were merely a WEAPON by which Ms. Story could unethically, deceptively, illegitimately, and unlimitedly BIND, overpower, harass, injure, damage, harm, TAKE BY FORCE, and to ultimately destroy others! Just like she did to ME!

Ms. Story BOUND me with an OP obtained under the FALSE testimony of my ex-wife. While NEVER a single arrest, accusation, complaint, or THREAT in my 50-year old LIFE! Then Ms. Story leveraged the Court to FORCE the sale of beautiful \$500k Brentwood HOME (jointly deeded), without allowing me ANY OPPORTUNITY for DUE PROCESS, to try to SAVE MY PROPERTY, BEFORE the Court DEPRIVED me of it, or to attempt to MITIGATE my losses in ANY way!

Our home was the sum of BOTH our life’s savings. Including the investment of BOTH of our PRE-MARITAL 401k retirement plans, combined with the proceeds of both of our

premarital HOMES. Without either my ex-wife or myself receiving a single PENNY of compensation in return! Consequentially rendering me literally homeless, without the slightest of CARE by either the Court or Ms. Story; unemployed, currently unemployable (in desperate need of vocational training), without any health insurance, shelter, or a penny for provision! (I'm currently staying with family of very modest means.)

Worse yet, I was forcibly removed from my home, with only FOUR DAYS NOTICE from the Court, by the Williamson County Sheriff's Office, while I was DENIED in Court the opportunity to even take my PERSONAL PROPERTY with me! (LIKE MY BED!)

Thanks now to the OP, the LEO have no idea that it is completely BOGUS, so FOUR Deputies arrived at my house simultaneously, with their hands on their guns, as if I was a DANGEROUS FELLON! I hollered at the first officer (nicely), to indicate which side of the house and door to come to, when I saw him approaching with his hand in the "ready position" on his firearm, I told the Deputy, "You're not going to need your gun." To which the Deputy replied, "Are you SURE?" That is what ABUSE OF PROCESS looks like! It literally endangers my LIFE with a COMPLETE misrepresentation of my character, confusing LEO anywhere about whether or not I am a DANGER to themselves or to the public, while FALSELY testifying as to my past actions, harm, or threats caused.

All subsequent to the intentionally deceptive, malicious, fraudulent, perjurious "narrative" and testimony of Ms. Virginia Lee Story, while testifying under oath, beneath the mighty wing of a VERY CLOSE AND POWERFUL FAMILY FRIEND, of the TRUSTING and UNQUESTIONING eyes and gavel of the Williamson County Chancery Court! Ms. Story got her EVERY request, verbatim!

After which, Ms. Story was allowed to type up HER "proposed order" without any accountability, since Pro Se litigants aren't permitted the same RIGHTS to preview, verify, request corrections to, or submit an Alternate Proposed Order, for the Courts consideration, before endorsing any. Though in OTHER (more FAIR, I think) Tennessee Judicial districts, Pro Se litigants ARE allowed the same RIGHTS as Counsel, to approve a PROPOSED ORDER before it is ACCEPTED, AGREED, and ENDORSED. Some even require that an Order denote when it is NOT approved or agreed, whenever one party disputes that the Verbal Order of the Court matches the Proposed Written Order, distinguishing it from an AGREED ORDER, even after execution.

As compared to when my ex-wife and I attempted a "Collaborative Divorce", Ms. Virginia Lee Story, robbed me of \$250,000! Sadly, my ex-wife hasn't a penny left to her name either. We are BOTH bankrupt, unemployed, ravaged, and completely BROKE!

As a United States Citizen (in good standing), I was legally endowed SOME opportunity for DUE PROCESS (14<sup>th</sup> Amendment), yet I was repeatedly, erroneously, fraudulently DENIED! The Court REFUSED to HEAR, consider, or WEIGH my TESTIMONY! As they discriminated against me due to my disclosed psychological disabilities, accusing me of things which I have never said nor done. Compounded by gender discrimination, respecting only MEN as the PROVIDERS, while my MIT educated, high earning, professionally employed ex-wife had VOLUNTARILY been our family's PRIMARY BREADWINNER for over a decade (despite Ms. Story's LIES). Compounded even further by discrimination due to my poverty (thanks to my ex-wife's abandonment), and my subsequent inability to afford legal COUNSEL to represent myself, while the Court showed absolute contempt for Pro-Se litigants!

To add insult to injury, some crucial EVIDENCE in my favor, has mysteriously "disappeared" between the WILCO Chancery Clerk and the COA, showing instead the BLANK back sides of pages, as if they perfectly scanned/copied everything AGAINST me, but "accidentally" scanned/copied the blank backs of the pages that HELPED prove my innocence! (Suspicious eh?)

I can literally, irrefutably, PROVE that Ms. Virginia Lee Story is guilty of multiple counts of PERJURY! I understand that being charged with the crime of perjury is unusual in CIVIL Courts, since it requires the PROOF of INTENT. Yet I can CLEARLY, UNQUESTIONABLY, and IRREFUTABLY DO SO, in MULTIPLE INSTANCES! (However, getting anyone to ACT upon and ENFORCE clear, concise, thoroughly documented, irrefutable PROOF, may be an entirely different STORY!)

I have an APPEAL currently pending in the Nashville COA. Appealing the FORCED SALE OF MY HOME, the DEFAULT OP ORDERED, and the DEFAULT DIVORCE JUDGMENT, all previously ruled in favor of my ex-wife. However, my ex-wife is NOW broke, unemployed, and bankrupt. She is mentally and emotionally devastated! I honestly believe that despite her initial LIES and fraudulent actions/schemes/testimony, that she found herself STUCK at some point. After which the tremendous WEIGHT of the potential legal consequences (possible multiple felonies), compounded by the enormous financial loss which we BOTH suffered, further compounded by her guilty conscience and her own personal struggles with depression, menopause, and hopelessness... I don't want to do ANYTHING (or to allow the LAW or anyone else to do anything) which HARMS MY EX-WIFE! Despite this horrible travesty, I still and will always LOVE HER! I'm not seeking ANY future "alimony" or financial restitution to be paid by my ex-wife! At the same time, I want to PROTECT her to whatever extent

possible, from the Court and Ms. Story “throwing her under the bus”, as a scapegoat for their own negligent and/or malicious roles.

Sure, if it hadn’t been for my ex-wife’s initial desire to dodge alimony and force me out of our jointly deeded home, none of this would have happened.

Similarly, if EQUAL and DUE PROCESS had taken place, then I could have had the opportunity to experience an open and unbiased Court, where I was honestly treated EQUALLY with my ex-wife. Then I WOULD HAVE BEEN CONSTITUTIONALLY EMPOWERED TO PREVENT MUCH OF THE DAMAGES, which regretfully we BOTH suffered!

Since on my “STATEMENT of the ISSUES PROPOSED to BE RAISED”, I included:

“Should the court allow, I will seek financial relief, restitution, and support for the financial damages of unjustly losing my home without being afforded ANY opportunity to save the sum of my entire life’s savings, from the following parties for their participation, roles, neglect, misrepresentation, discrimination, actions, inactions, ethical and moral failures, greed, selfishness, harassment, harm, abuse, misuse of power, authority, and professional licenses, bad-faith, and/or malice:

- My Ex-Wife (I want to remove her now.)
- Ms. Virginia Lee Story and Story Abernathy & Campbell, PLLP (I want her to PAY for my college and my retirement!!!)
- Williamson County Tennessee
- Williamson County Chancery Court
- Williamson County Sherriff’s Office
- Broker & Auctioneer...(Who also “ironically” had ethics violations related to Agency, to represent MY best interest, ABOVE and beyond their OWN, while also some “Listing Agreement” violations of TN RE laws.)
- Broker & Auctioneer...”

SO FINALLY, TO MY QUESTONS: Will I be potentially allowed to receive a financial award and/or restitution, from some/all of these OTHER parties in my case, as listed above? Or despite the actions of ALL the “bad actors”, can I only receive financial damages/awards/restitution from my ex-wife?

WHAT can I do to PROTECT my ex-wife from further HARM (legally, financially, professionally), so not to help substantiate any criminal charges against her, for perjury,

bankruptcy fraud, false testimony, etc... Though I have cried foul about that throughout my case, to slow the steam roller... without change.

I hope to use those instances to help DISPROVE the CREDIBILITY of HER TESTIMONY CIVILY, but I don't want any CRIMINAL charges brought against her! I especially want to have my record cleared and expunged of any "stalker" claims and Ms. Story's legal straight jacket: the fraudulently obtained OP.

How can I help PROTECT my ex-wife from the POWERFUL FRIENDLY Court and her Counsel from "throwing her under the bus?"

Would I need to bring a separate lawsuit (which isn't financially, mentally, or emotionally an option) against the "bad actors" in my case?

It SEEMS to me, that since I suffered the LOSSES due to their harmful participation in these three related actions, that I could likewise receive a "cure" or become more "whole" (restitution, damages, award, judgment), from those same parties, through this APPEAL of those three related actions. Is that belief accurate? Is there a process for "adding" or "serving" them each? What do I need to KNOW in order to receive any relief?

Lastly, is there any way for me to seek financial relief for my EX-WIFE, from these "bad actors"? Advocating on HER behalf, within this SAME APPEAL? Due to HER significantly heightened damages, which SHE suffered as a result of having MORE POWER than she was either legally allowed or could realistically "handle", without devastating consequences. (It was like allowing a teenager to pilot the Space Shuttle!) There is a responsibility for negligence, by whomever LIFTED her into that seat!

Thank you very much for any help provided!

## Contact

[www.linkedin.com/in/jim-hivner-51137928](https://www.linkedin.com/in/jim-hivner-51137928) (LinkedIn)

## Top Skills

- Legal Research
- Litigation
- Appeals

# Jim Hivner

Clerk of the Appellate Courts at Supreme Court of Tennessee  
Nashville, Tennessee, United States

## Summary

Experienced Court Clerk with a demonstrated history of working in the legal services industry. Skilled in Torts, Trial Practice, Tax Law, Family Law, and Trusts. Strong legal professional with a Master of Laws (LL.M.) focused in Taxation from University of Alabama.

## Experience

Supreme Court of Tennessee  
Clerk of the Appellate Courts  
June 2014 - Present (8 years 5 months)  
Nashville, TN

Shelby County Chancery Court  
Chief Administrative Officer  
March 2012 - June 2014 (2 years 4 months)

Glankler Brown, PLLC  
Attorney  
August 2001 - March 2012 (10 years 8 months)

## Education

University of Alabama  
Master of Laws (LL.M.), Taxation · (1994 - 1996)

University of Alabama  
Doctor of Law (J.D.) · (1990 - 1992)

University of Tennessee-Knoxville  
Bachelor of Science (BS), Accounting · (1984 - 1988)

**Jeff Fenton**

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**From:** Jim Hivner <Jim.Hivner@tncourts.gov>  
**Sent:** Monday, January 4, 2021 1:51 PM  
**To:** Jeff Fenton  
**Cc:** Lisa Marsh  
**Subject:** Re: Which COA Judge was Assigned to my Case and which Panel is he/she on?

**Follow Up Flag:** Read  
**Flag Status:** Flagged

Mr. Fenton:

The Order dismissing your appeal was approved by the following panel of judges: Judge Frank Clement, Judge Andy Bennett and Judge Neal McBrayer.

Jim Hivner

**James M. Hivner**

Clerk of the Appellate Courts  
State of Tennessee  
Supreme Court Building  
401 7th Ave. North  
Nashville, TN 37219-1407  
(615) 741-2681

Hello Mr. Hivner and Ms. Marsh,

Last week I spoke at length with Shane Hutton with the Tennessee Board of Judicial Conduct, and he advised me to contact you to find out **which Panel the Judge was on who handled my case with the COA** (rejected every request except for to extend TIME), as well as **the name of that Judge**, so that I can file a formal complaint (and possibly Federal criminal charges) against him/her for violating the Judicial Canons of Tennessee (for prioritizing PROCEDURE over JUSTICE and the CARE of the PERSON). as well as the Constition of the State of Tennessee.

In my opinion, the Judge walked by someone clearly **DROWNING in Judicial Corruption**, while I presented an absurd amount of crystal clear EVIDENCE, while rather than TAKE ACTION and HELP the unjustly injured party as his/her oath of Office commands, along with the Canons and Tennessee Constitution, **the Judge CHOSE rather to LOOK AWAY and KEEP WALKING, pretending not to see anything out of the ordinary at all.**

In the end, rather than aid the unjustly injured party, the COA Judge aided in the "COVER-UP" (I suspect for his/her friends, whether Binkley or Story, as Middle Tennessee is regretfully known for), while pretending to humor me with extensions, but not allowing me to add one word to my Record, nor ordering a mistrial (which should have been AUTOMATIC after listening to the AUDIO recording of the ABUSE which took place in the 8/29/2019 hearing at Williamson Chancery). There is NO DOUBT that I was denied DUE PROCESS and even denied the opportunity to TESTIFY in my own defense, on EVERY COUNT, with the fraudulently cast "DEFAULT JUDGMENTS" against me. Besides my plainly written NOTE/LETTER/OFFER I left Ms. Fenton to sacrifice the \$250k that she, Attorney Story, Judge Binkley, and Attorney Ausbrooks illegally colluded and STOLE from me, falsifying Court records both in Federal Bankruptcy Court and in the State Chancery Court simultaneously, without anything remotely resembling DUE PROCESS, care, equitability, and certainly NOT by an "unbiased tribunal", IF they would have simply dropped the BOGUS charges of being an "ABUSER", completed the divorce AMICABLY as "UNRECONCILABLE DIFFERENCES", and NOT pursue the BOGUS ORDER OF PROTECTION against me (to attempt to use Ms. Fenton as a "Human Shield", to try to HIDE THEIR CRIMES behind), with intimidation tactics, coersion, extortion tactics, holding my CIVIL RIGHTS hostage, with a NOOSE AROUND MY NECK, threatening me not to EXPOSE their UNCONSCIONABLE ACTS, "under color of law", while being an ABOMINATION to JUSTICE! That won't work. They've left me no choice but to continue to escalate this matter, and call attention to their crimes in Court and surrounding my case, as every single action pursued by Ms. Story was FALSE, in bad faith, and merely abuse by process. The only thing legit, was that we did need the divorce, per my wife, but the rest was all a criminal enterprise of schemes to cheat me out of every penny I had, my home, the promised \$21k alimony for 6-years, and Ms. Fenton's OBLIGATION to pay her "equitable share" of (\$90,000) OUR REAL MARITAL DEBTS which she abandoned in my name.

Ms. Story repeatedly said they wanted to avoid putting the OP on me, because **I NEEDED to get a JOB ASAP** (besides, the OP was based upon FALSE TESTIMONY, DECEIPT, and still relied upon me being capable of throwing ASTROIDS to even begin to justify it, so it was absolutely ABSURD from the beginning! Yet as soon as I was no longer "an alimony concern" for Ms. Fenton (because of the bad faith DEFAULT JUDGMENTS), and I crossed state lines so not to be on Tennessee's welfare system, they "slapped me in the back of the head" with an unwarranted OP while denying me the opportunity to even participate in my own hearing! (While the "agreement between lawyers" said that there WOULD BE NO OP, or hearing, as long as I allowed the EXPARTE' to remain in place until the divorce was finalized. Ms. Story showed no care or INTEREST for ANYTHING except for having me FORCEFULLY EVICTED (while denying my ability to take my PERSONAL PROPERTY), followed-by SEIZING and illegally SELLING MY HOME! Which she DID! Quicker than ANY LAW on ANY CONTINENT would ALLOW HER TO! As for the "agreement between lawyers" for dropping the OP upon the divorce, SO NOT TO HURT MY EMPLOYMENT OPPORTUNITIES (because as Ms. Story REPEATEDLY said, I need to get a JOB ASAP! AND I STILL DO!), is just one more agreement they corruptly "forgot" to honor or "renigged upon", in absurdly bad faith. If honestly anyone cared about JUSTICE, they would have read my testimony I filed in court on 8/29/2019, which still to this day I'm unsure if ANYONE has read. My ignored filed TESTIMONY from 8/29 (my "ONE AND DONE") told the TRUTH about EVERYTHING! It EXPOSED MOST OF Ms. STORY'S LIES AND BAD FAITH (which is WHY I don't



believe that Williamson Chancery or Judge Michael W. Binkley want to ACKNOWLEDGE or CONSIDER it!

Yet WHAT do they EXPECT for me to DO, if they are not even allowing me to OBTAIN A JOB TO PROVIDE FOR MYSELF, after they illegally STOLE everything else from me, while REFUSING me DUE PROCESS? There is no way to call this "ERROR" or simply "NEGLIGENCE" anymore. This is COLLUSION, CORRUPTION, OBSTRUCTION OF JUSTICE, and INTENTIONALLY EXPLOITING & HARMING AN ADA PARTY above and beyond ALL REASON! (Disrespectful of ANY laws, made to protect HUMANITY!)

I find it ironic, that between Ms. Fenton, her bankruptcy attorney, her divorce attorney (Ms. Story), and Judge Binkley, I'm the ONLY {PERSON who has acted in 100% GOOD FAITH and NOT TOLD A SINGLE LIE TO DATE), yet because of Binkley's relationship with Ms. Story, even knowing how manipulative and dishonest as she can be, Judge Binkley took EVERY WORD SHE SPOKE at 100% face value, as TRUTH, without any objectability or allowing me to testify otherwise, and when I interrupted and objected anyway or tried to correct her, nothing I said was given any merit.

I have no doubt that Attorney Virginia Lee Story is guilty of.... Several felonies, including breaking every vow of her oath of office, manipulating federal bankruptcy fraud to further harm me (for sport), beyond what anyone could even benefit from, obstruction of justice, and the list goes on.

I believe that Judge Michael W. Binkley is either guilty of gross negligence, collusion, nepitism, extreme bias, gender discrimination, disability discrimination, as well as socioeconomic discrimination (in direct violation with the Canons), as well as not recusing himself when Ms. Story was the opposing Counsel, which against the Canons, presents a tremendous credibility problem, and cause for CONCERN about FAIRNESS and BIAS (for obvious reason – this is the PERFECT CASE TO FOREVER END THAT PRACTICE) with them being close friends, and the bias if not corruption which resulted from that.

There was no part of this which was not abusive, it appears to be that old "patriarchial" "plantation law" which Tennessee claims to be trying to STEP AWAY FROM.

Everyone there was a criminal except for me, while I was the party assaulted, defamed, robbed, and then bound and gagged, so not to cry foul, as they KNOW that I have 40GB of EVIDENCE of their Judicial Corruption and Obstruction to Justice, which speaks for itself.

That Audio tape of the 8/29/2019 hearing is ONE "smoking gun", but there is a second "smoking gun" which is even MORE incriminating for Ms. Story. That is what I was working on and discovered when I thought it was too late on my "brief". I made a chronological linear path of every communication I had with Attorney Virginia Lee Story, both before Court, during Court, and after Court. Including her aggressive demands that I be forced to vacate by police escort, while denying me the ability to even take my personal property with me, promising in Court that they would safely STORY and SHIP my personal property to me after the sale of our home, and hold the final hearing over the phone (she told

my Counsel Marty Duke that she would bring an MDA to court that day, on the 29<sup>th</sup>, but I have a gut feeling that Judge Binkley may have strayed her away from that for a more favorable manipulated default judgment, without ever even providing me with a chance at the phone hearing, or a simple MOTION FOR DEFAULT JUDGMENT. Instead (even before the sale) Ms. Story changed her whole story-line, now deeming it "financially irresponsible" to ship my personal property to Michigan, because she had it all valued by her buddy, then tried to extort \$2,000 from my mother to pay for storage, and to have it packed and moved there, while she had fraudulent created this whole situation, because on two separate occasions she testified that it was all MINE (as it was).

Yet about \$10,000 worth of MY PERSONAL PROPERTY went mysteriously MISSING while I was ordered GONE until the auction was completed. Which to date, no one will give me any information regarding my \$10k of personal property, OR will even provide me with a fully executed HUD-1 SETTLEMENT STATEMENT proving the final sale and expenses from selling our HOME, while I believe to have seen on a preliminary HUD an undisclosed \$5k ADVERTISING FEE to Ms. Story's buddies who AUCTIONED OUR PROPERTY, while both they and the closing company have REFUSED to provide me with a SETTLEMENT STATEMENT, which is UNCONSCIONABLE for anyone selling and making money off the sale of MY HOME!

It is SO FREAKING DEEP IN COLLUSION AND CORRUPTION! I need to go to Kentucky and bring back the LAW!

So when you LINE all of those conversations up chronologically, you can see me having conversations with Ms. Story immediately before court, where she told me one thing prior, then she swore the exact opposite in court, then after court, she lied again and gave me a bogus reason for the harsh Judgment, when unbeknowst to me at that time, she had just DRAFTED the judgment herself! Yet she STILL lied to me about the reasoning for it. While Judge Binkley REFUSED to tell me in Court WHY he made such an outrageously harsh judgment, after making fun of me a bit for being pro se, and being disabled, he then told me that I was SUPPOSED to KNOW everything about the law, since I was representing myself pro se, so he wasn't going to WASTE FOUR HOURS of his time "trying to be nice to me" to explain to me WHY he had came down on me with a ridiculously harsh judgment, which completely contradicted everything done in our first hearing, when I had counsel to protect me. (Incidentally, the entire hearing took less than 30-minutes, so I don't believe there was ever a 4-HOUR concern. I just don't think that Judge Binkley KNEW a justifiable REASON for coming down on me with such a harsh judgment, and if he presented it, I could have corrected his "error", so he just refused to comment, being what I believe that he and Ms. Story had agreed to prior to Court, which I credit for being WHY Ms. Story never brought me an MDA that day in Court, as she had told my prior Counsel, Marty Duke that she would.

Anyhow, when all of these conversations with Ms. Story are stacked up, chronologically, it shows extremely vividly how excessively abusive and in bad faith she acted (saying one thing in court, and the exact opposite outside of court). To the point of intentionally exploiting my disabilities, for not just a strategic advantage, but for FUN, even when it served NO ONE anything at all! When it didn't benefit her client, any of her associates, it certainly didn't serve the law by any means, and it didn't put one

penny in her pocket either. It was MERELY FOR ABUSE for HER ENTERTAINMENT, for DOMINATION and to exert wholly illegal powers allowed her by Judge Binkley to harm me!

When all lined up, with the TIMING of each, it proves also that she manipulated the Federal Bankruptcy Fraud to FURTHER injure me! In an attempt to DENY me my \$10,000 worth of personal property EXEMPTIONS, per TENNESSEE STATE LAW, which I had properly filed and served her, while she did everything in her power to SELL AND DISCARD my personal property as her letters continually threatened, as absolutely QUICKLY AS POSSIBLE. If I was ONE DAY LATER on RUSHING TO TN to get what I could of my Personal Property (after begging her for the opportunity), she had coluded with the Bankruptcy Attorney and obtained a FEDERAL Court Order to sell or discard ALL MY PERSONAL PROPERTY, without anyone ever telling the Bankruptcy Court that all the PERSONAL PROPERTY was OWNED BY ME, else they would need to NOTIFY OR SERVE ME BY LAW before any judgments could be made about MY PROPERTY!

That is one of the same scams they played on me with the Fraudulent Bankruptcy filing, they did not inform the bankruptcy court of my investment in or ownership of OUR HOME. While they also fraudulently failed to dislocse any SUPPORT which Ms. Fenton had paid for me for a DECADE and even continued to pay AFTER the date of Ms. Fenton's SECRET bankruptcy filing!

So all together, the Judicial Corruption/Obstuction of Justice required two CORRUPT ATTORNEYS, Attorney Mary Beth Ausbrooks (bankruptcy fraud) and Attorney Virginia Lee Story (every other kind of fraud, bad faith, perjury, abuse by process, intentional ADA exploitation and abuse, collusion, and corruption – the "RING LEADER" I believe), and at least one Corrupt JUDGE who would allow Ms. Story to do whatever she wanted, without regard for the LAW, equality, fairness, justice, which was Michael W. Binkley. One corrupt COA Judge who refused to AID the obviously INJURED PARTY, DESPITE THE MOUNTAINS OF EVIDENCE OF LEGAL ABUSE AND BAD FAITH (at least), unless I could write a LEGAL BRIEF, which even John Coke admitted was extremely complex and why people go to school for several years and why they call it a "legal practice" because there is a LOT TO LEARN. (Not to mention that writing a BRIEF to include all this ABSURD CORRUPTION was like trying to "FIT A CITY THE SIZE OF DETROIT, INTO ONE CITY BLOCK", which is completely OVERWHELMING TO ME! So to require me to be able to combat Ms. Story (a corrupt Court, a couple of high power corrupt attorneys, while even Ms. Beeler, the Clerk of the Court refused any ADA assistance and now yells at me on the phone, and denies to provide me with ANY INFORMATION regarding the actions which the court continues to take or has taken against me, without me first providing a SIGNED FREEDOM FOR INFORMATION ACT REQUEST, expecting at least a TWO WEEK delay for delivery. Where they will EMAIL everyone else in town any MOTIONS and JUDGMENTS INVOLVING THEM, but now WILCO Chancery is FURTHER DISCRIMINATING against me, REFUSING to assist me in ANY COMMON CAPACITY! To try to COVER-UP what Judge Binkley and Virginia Story have ILLEGALLY DONE! While Ms. Beeler has MORE EVIDENCE than she ever wanted to see PROVING THEIR CRIMES AGAINST ME, so now she is irritated with ME, when I've never been anything but POLITE to her, but I believe that she resents being put in such a COMPROMISING POSITION by Judge Binkley and Attorney Story. For the COA to refuse me ANY HELP, JUSTICE, or RELIEF, despite me presenting IRREFUTABLE EVIDENCE of HARM by the Trial

Court, I believe is a violation of the Judicial Canons, as well as a government "Cover-Up" to illegally protect Binkley/Story/Ausbrooks (which I believe constitutes "Obstruction of Justice" by the COA.)

## POTENTIAL PARTIES TO THIS CASE

To be clear, I believe to be legally due approximately **\$250,000** from Ms. Fenton, without any punitive damages.

While I have suffered a host of nearly unfathomable damages either caused by or in conjunction with actions or work done by the following parties:

- Attorney Virginia Lee Story (Story, Abernathy, & Campbell, PLLP)
- Attorney Kathryn Lynn Yarbrough (Story, Abernathy, & Campbell, PLLP)
- Paralegal Heidi Macy (Story, Abernathy, & Campbell, PLLP)
- Judge Michael W. Binkley (Williamson County Chancery Court)
- Clerk & Master Elaine Beaty Beeler (Williamson County Chancery Court)
- Attorney Mary Beth Ausbrooks (ROTHSCHILD & AUSBROOKS, PLLC)
- Attorney Alex Koval (ROTHSCHILD & AUSBROOKS, PLLC)
- Attorney Henry Edward Hildebrand, III (Office of the Chapter 13 Trustee)
- Judge Charles M. Walker (U.S. Bankruptcy Court for the Middle District of TN)
- Attorney Sam Anderson (Bankers Title & Escrow)
- Paralegal Kim Murray (Bankers Title & Escrow)
- Broker & Auctioneer Tommy Anderson (HND Auctions, LLC)
- Broker & Auctioneer Pat Marlin (McArthur Sanders Real Estate)

Collectively, truth be told, in an honestly "fair" and "equal" settlement, absent of all bias, relationships, and influence, I believe to be due at least **\$500,000** when combining that which I believe Ms. Fenton intentionally cheated me out of, along with the immediate damages suffered,

I can't get a JOB now because of COVID and my mother's immunity disorder, while I have a previous employer offering me work from HOME, but I must be able to pass an extensive BACKGROUND CHECK FIRST! So Judge Michael W. Binkley / Attorney Virginia Lee Story/ Attorney Kathryn Lynn Yarbrough / Attorney Mary Beth Ausbrooks / Attorney Henry Edward Hildebrand, III (negligent Bankruptcy Attorney who failed to CHECK the DEED and PROVIDE ME NOTICE (even though Ms. Fenton and Ms. Austrooks intentionally HID and WITHHELD that information), it still was DISCOVERABLE. The klan has not only denied me my property, shelter, rental income, every form of provision, but they have also corruptly rendered it IMPOSSIBLE for me to SUPPORT MYSELF, which is simply **CRUEL AND INHUMANE!** I am moving forward with Federal corruption charges against

every party involved, as **Judge Michael W. Binkley moves forward in the footsteps of his mentour and personal benefactor, former Nashville Judge Casey Moreland. (That is EXACTLY what I see in this CASE! "A case-within-a-case, as are most cases of malicious litigation and judicial corruption.")** Since they unjustly REFUSE to allow me to SURVIVE their ABSURD ABUSE "under color of law", I have no choice but to seek Federal Protection from OUTSIDE the State of Tennessee, in hopes of finding an "unbiased tribunal" SOMEWHERE! Either someone needs to start paying punitive damages or support, or they must allow me to OBTAIN A JOB, which I can't DO with the current PANDEMIC with their FRAUDULENT OP! So the ONLY chance I have to SURVIVE is to give this case as MUCH EXPOSURE as possible, to every law enforcement, accountability organization, ada, civil rights watchdogs, politicians and judges from Tennessee to Washington DC, as well as alerting the public about the "perfect storm" of bad policies, intentionally next to NO TRANSPARENCY, and so far no State Accountability to speak of. Without it taking YEARS of my life to simply get the most OBVIOUS self-substantiating CRIMES against me withdrawn and expunged so that I can simply GET A JOB to support myself! During the pandemic health crisis of our lifetime, I additionally have a whole COURT of CORRUPTION holding me down, for FEAR that I might EXPOSE their CRIMES against me! While due to their CHOICE to continue to FRAUDULENTLY HOLD ME DOWN, I have NO CHOICE but to do so!

If I can get the attention of the iTeam, other investigative media outlet, or Southern Poverty Law, the NRA, ADA or Civil Rights organization.... This will be an embarrasment which will rock the entire State of Tennessee Judicial System, and hopefully END several bad, discriminatory, unethical policies or like the Story sponsored vacations with the Binkley Family and other local Judges and key decion makers.... That is the OLD SOUTH.... refusing to ACKNOWLEDGE or COMPLY with the UNITED STATES CONSTITUTION, or to act ethically, transparently, responsibly (as most of our Country would DEEM simply "COMMON SENSE"), with quck checks and balances for accessible expedited accountability, without needing to spend YEARS unjustly JUDGED, as "GUILTY until PROVEN INNOCENT!" Illegally depriving a man of his FREEDOM of LIFE, LIBERTY, and the PURSUIT OF HAPPINESS! (Years lost which can never be gotten back, where monetary damages are but a stipend which can never restore what was unjustly TAKEN.) While clearly continuing to operate Tennessee's Judiciary System in the OLD patriarchial system of WHO KNOWS WHO, or as I call it, "PLANTATION JUSTICE", which is a FAR CRY from what all these Williamson County investors expect, having come from States which have far more transparent and accountable judicial systems, which automatically makes them less partial, and more difficult for judicial corruption to thrive. Where EQUALITY in Court means something different than here, something which is MUCH CLOSER to real "EQUALITY". Where the CONSTITUTION OF THE UNITED STATES OF AMERICA is honored and respected as the SUPREME LAW OF THE LAND, not just in written word, but in ADMINISTRATIVE PRACTICE as well!

With a deceptively incomplete affidavit provided my Attorney Virginia Lee Story, to DENY me participation in my OWN divorce hearing and Fraudulent OP (after promising me in Court that we would hold the hearing over the phone), after I took the TIME to draft a 250-PAGE RESPONSE, EXPOSING SOME OF THE CRIMES OF Ms. FENTON and Ms. STORY AGAINST ME, it is BEYOND UNREASONABLE to ARGUE that I took the TIME to DO ALL THAT WORK to COMPILE and

ORGANIZE MY EVIDENCE, to WRITE, LABEL, and BIND MY EXPOSE' OF TRUTH (my defense), while staying awake for DAYS, to draft, memorialize, and provide my defense against ALL THE BOGUS CLAIMS I was aware of at that time, and the ABUSIVE and UNJUST ACTIONS taken to date by ATTORNEY STORY, to then argue that I simply QUIT CARING about DEFENDING MY OWN FREEDOMS, my FIRST and SECOND AMENDMENT CONSTITUTIONAL RIGHTS AS A UNITED STATES CITIZEN, claiming that instead I INTENTIONALLY CHOSE NOT TO PARTICIPATE IN THOSE HEARINGS, GRANTING MS. STORY AND MY EX-WIFE DEFAULT JUDGMENTS AGAINST ME! There is nothing MORE ABSURD! NO Person who has EVER KNOWN ME, or which has received a single communication by me before or since (except by FRAUD, COLLUSION, and/or CORRUPTION) would EVER say that I WOULD VOLUNTARILY ABANDON MY RIGHT TO DEFEND MY CONSTITUTIONAL FREEDOMS, WHILE THEY ARE STILL ACTIVELY UNDER ATTTACK! That is the most indecesnt, insane, unplausible, unrealistic, absurd proposal that I've ever heard! While I can provide you with contact information to a HUNDRED other people who will tell you the exact same thing about me! I don't LIE DOWN and ALLOW people to STEAL MY FREEDOM! Placing a NOOSE AROUND MY NECK and UNJUSTLY STEALING MY FREEDOM is the best way to GUARANTEE that I CAN'T AND WON'T EVER LEAVE UNTIL MY PERSON IS RESTORED! While I will scream "BLOODY MURDER" with every legal means that I have access to or can obtain, without care or regard for how high-up the totem pole the POWERFULLY CORRUPT PARTY ABUSING ME IS! I believe in ACCOUNTABILITY! I also believe that it is MY DUTY to hold the PASTOR and the JUDGE "accountable" as it is their job to hold me "accountable". I do not fear PEOPLE or POSITIONS, and I LIVE FOR TRUTH! I KNOW that given enough time, the TRUTH WILL WIN, because I will not QUIT EXPOSING IT, from every roof-top, until the power of the absurd LIES has been EXPOSED and DEFEATED! As for how many corrupt judges and attorneys need to be exposed and find a new line of work afterwards, or how many Local Rules and Procedures need to be BOILER PLATE throughout Tennessee, so that NO JUDICIAL DISTRICT has the CHOICE to enact DISCRIMINATORY RULES and PROCEDURES against their CITIZENS, I have learned the HARD WAY exactly where the CRACKS ARE in the system which allowed a couple of corrupt individuals to perversly harm me while I was litterally rendered DEFENSELESS because of the DISCRIMINATION as well as the CORRUPTION within their County Court!

While if any more adverse actions are taken against me, I will go straight to the FBI, filing Criminal Corruption Charges against everyone involved. There is NO CHANGE in Tennessee's JUSTICE or Judicial System, whether in replacing people, positions, policies, reforming laws, rules, procedures, improving transparency, accountability, reforming the Appellate Court so that a person need not be a LEGAL SCHOLAR to have ANY CHANCE of not being VIOLENTLY CRIMINALLY HARMED BY THE ADMINISTRATION OF "LAW"! I probably have a DOZEN ideas right now, which are simply what most people would consider "COMMON SENSE", and probably they would be SHOCKED to learn that though it is "COMMON SENSE", it is not how Tennessee's Judicial System currently operates. So though I would very much like to MOVE ON WITH MY LIFE and leave this LEGAL CRUSADE BEHIND, I will NEVER stop exposing TRUTH and promoting "COMMON SENSE" Judicial Reform in TENNESSEE, until my CONSTITUTIONAL FREEDOMS AS A UNITED STATES CITIZEN HAVE BEEN FULLY RESTORED, the LIES AGAINST ME (of being an "abuser", a "stalker", a "danger", or having "threatened" or "harmed" or "endangered" the PERSONAL SAFETY OF

ANYONE, EVER) HAVE BEEN REVOKED, DISMISSED, STRICKEN, OVERTURNED, AND PERMANENTLY EXPUNGED!

If that (MY PERSON) can be RESTORED in 1-month, 3-months, 6-months, 5-years, 15-years, then THAT is when I WILL BE FREE TO MOVE FORWARD WITH MY LIFE. Meanwhile, any POWER holding my FREEDOM, my REPUTATION, my PERSON and/or my LIFE HOSTAGE, until that day of RESTORATION finally arrives, will be held financially liable for the IRREVOKABLE LOSS of EACH AND EVERY DAY OF MY LIFE, and my UNJUSTLY LOST LIFE, LIBERTY, AND PURSUIT OF HAPPINESS, along with the IMPACT that DELAY in vocational rehabilitation and professional development has upon my ability to ever RETIRE. Starting from the date when I was illegally EVICTED FROM MY HOME, by Attorney Virginia Lee Story, Judge Michael W. Binkley, and the Williamson County Sheriff's Office (whom they had unconscionably "enforce" their CRIME against me) on 9/3/2019! Though it certainly could be justified sooner, that shall be the date that this TRAVESTY OF INJUSTICE, MALICIOUS LITIGATION, ADA EXPLOITATION AND ABUSE, AND JUDICIAL CORRUPTION

The pattern which I recognized, because I witnessed it just enough times to actually SEE it, was that Ms. Story would handle all the really "DIRTY WORK", providing Judge Binkley just the thinnest veil of "plausible deniability" (though I don't believe that any "impartial" mind would find it wholly UNREASONABLE), Ms. Story would then provide intentionally MISLEADING testimony or an affidavit in Court, which then left a GAP to traverse to their absolutely incorrect conclusion, which Chancellor Michael W. Binkley would then leap over, as Ms. Story passed him the ball and Judge Binkley SLAM DUNKED IT, with the fully weight of the Williamson County Court System and the WCSO behind him to "ENFORCE" his LITTERALLY ILLEGAL COURT ORDER! Based upon false and manipulated information, and an UNREASONABLE conclusion, without allowing me any involvement to speak for myself, a crime against the Judicial Canons, every Constitution, and their Oaths of Office.

Causing FURTHER damage my life while they both were already guilty of a litany of Federal Crimes against me, I believe including violations of the RICO Act, as they have forced me to rely upon the State of Michigan's social services simply to SURVIVE their wholly unjustifiable malicious litigious, exploitation, coercion, abuse, extortion, threats of incarceration, and judicial corruption violently committed against me, while denying me ANY OPPORTUNITY AT DUE PROCESS! Their will be a time when JUSTICE will hear the crimes of Judge Michael W. Binkley, Attorney Virginia Lee Story, and Attorney Mary Beth Ausbrooks against me, where their answer will need to be MORE than accusing me of being the "MONSTER" they have portrayed me as, although there is NO EVIDENCE of that, while not even having an arrest in my lifetime (which is better than Judge Michael W. Binkley). At some point, regardless of the OUTRAGEOUS LIES which my EX-WIFE has told, or which her COUNSEL has directed her to TELL, no LEGAL TRIAL or HEARING can take place without giving BOTH PARTIES an opportunity for their CASES to be HEARD by an UNBIASED TRIBUNAL! While that's exactly what they CAN'T produce any evidence of, because it NEVER HAPPENED! While I did everything IN MY POWER to BE HEARD, even though I KNEW that it wasn't a "fair" and "IMPARTIAL TRIBUNAL"! There was nothing which I was MORE SURE OF!



# ASTHMA, ALLERG

S. Anne, M.D. R. Botta, M.D.

**Patient Name:** Marsha Fenton

**Visit Date:** 7/2/2020

Thank you very much for letting me participate in consultation on 07/02/20. Marsha states that her IgA respiratory tract infection. She has been following She is wearing the mask. She is staying home. Her any fever, chills, or rigors. She denies any upper c

**PHYSICAL EXAMINATION:** Deferred at this time

**IMPRESSION:** Ms. Marsha Fenton has:

- 1. IgA deficiency, and
- 2. Chronic rhinosinusitis.

**RECOMMENDATIONS:**

- 1. Marsha is prone to develop recurrent infections exposure to COVID-19 infection.
- 2. Since her son stays with Marsha, I strongly recommend reduce significantly the risk of exposure of Ms. Fe
- 3. A follow-up appointment has been scheduled in

I have repeatedly offered to FORFEIT every penny I am due, and even to sign mutual hold harmless agreements with every party who has obviously harmed me, including federal crimes of corruption and obstruction of justice, abuse of process, crimes which could cost them serious prison time, being disgraced and disbarred, and never being able to practice law again (like Casey Moreland), if they would only IF they would drop their BOGUS charges against me, take the NOOSE OFF MY NECK, and allow me to MOVE FORWARD with my life untethered. Clearly I wouldn't have written 250-pages in my defense and then NOT WANTED TO PARTICIPATE after (I KNEW THEY ILLEGALLY) ran me out of my HOME with the Williamson County Sherrif's Office, and subsequently the State of Tennessee, refusing to provide me with ANY substitute shelter or provision whatsoever.

WHERE to Aiding in the "COVER-UP" while denying me any assistance to help mitigate my outrageous damages which are daily increasing exponentially, to SUPPORT AND ENFORCE THE CONSTITUTION of BOTH Tennessee and the United States, or to help DELIVER JUSTICE. Acting as though seeing NOTHING out of the ordinary, while continuing his walk. That COA JUDGE (whether a friend of Binkley's or Story's - which Middle Tennessee is known for and I believe is very likely - seeking to PRETEND to offer HELP by granting extensions of TIME, while refusing EVERY OTHER ACCOMODATION requested (and I thought approved) in my ADA Request for Modifications form (such as to JUDGE by the SPRIT OF THE LAW RATHER THAN to help "Cover-Up" he COA absolutely REFUSED to reach out a hand to help SAVE ME, UNLESS I COULD FIRST DEFEAT ATTORNEY VIRGINIA LEE STORY IN A LEGAL JOUST IN THE COLLESEAM FOR THE JUDGES AMUSEMENT!

The Judicial Canons as well as the Tennessee State Constitution say NOTHING about the need to (be able to) file an APPELLANT BRIEF (procedure) in order to receive JUDICIAL PROTECTION for illegal CORRUPTION, COLLUSION, and UNCONSTITUTIONAL BIAS and HARM. Actually, they say EXACTLY THE OPPOSITE and provide provisions for SETTING ALL RULES AND PROCEDURES ASIDE FOR THE ADMINISTRATION OF JUSTICE TO ANY CITIZEN!

Tennessee Citizens are ENTITLED to EQUAL protection by the LAWS of the State of Tennessee, and illegal HARMS caused by the Court. CLEAR EVIDENCE of JUDICIAL ABUSE, COERSION, NEPITISM, DISCRIMINATION, BIAS, AND COLLUSION (along with likely OBSTRUCTION OF JUSTICE) was clearly evident in that ONE RECORDING, had they simply listened to that one 30 MINUTE AUDIO RECORDING from my abusive trial on 8/29/2019 in Williamson Chancery, while FACT CHECKING EVERY WORD SPOKEN by Judge Michael W. Binkley and Attorney Virginia Lee Story.

I pleaded for an EXCEPTION to the rules, for which there are rules to allow so not to prevent any citizen JUSTICE, while the Court instead chose to HIDE the CORRUPTION while continuing to daily cause me harm by the continued corruption.

JUSTICE delayed is JUSTICE denied! I'm exhausted at begging Tennessee JUDGES to HONOR, RESPECT, and ABIDE BY THE LAW! I will seek Federal Criminal Charges against all parties now, in

addition to public exposure and any real “accountability” provided by your ethics boards (which so far I’m not very hopeful for.)

Anyhow, I need the PANEL the JUDGE was on who handled my case with the COA, as well as the NAME OF THAT JUDGE for the Tennessee Board of Judicial Conduct. SURELY you know and there are SOME records at SOME level for who was assigned to each case, and who DECIDED (and denied) my EVERY REQUEST! Even the attached ADA REQUEST FOR MODIFICATION REQUIRES THE SIGNATURE OF THE PRESIDING JUDGE, UNLESS THEY WERE JUST FAKING IT AND THAT REQUEST FOR MODIFICATION WAS KEPT IN HOUSE AND BURRIED UPON DISMISSAL? Maybe I need to work “backwards” from the AOC director, to see if any such form was ever turned into her. (Even if no “Panel was Assigned”, at least a JUDGE was, and I would greatly appreciate their name.)

Where transparency is cloaked, and accountability is unreachable, CORRUPTION THRIVES! It blows my mind how unethical, hidden, and unaccountable our “decision makers” are! And we wonder WHY they are corrupt? Because we paved the way for them! Ridiculous.

Please know that at this point, all information will most likely be made publicly available. It is nothing personal, I really like you, but the absolute INACCESSIBILITY of JUSTICE for the common man, is totally unacceptable, as we have some literal MOBSTERS running our Courts, who are “untouchable”. That must come into the LIGHT, become EXPOSED, and the infection REMOVED from our JUDICIAL SYSTEM, or JUSTICE is no more guaranteed any man or woman in Tennessee, than the odds of playing DICE or any other gambling fetish.

Please provide me with the name of the JUDGE who DENIED ME JUSTICE, yet AGAIN!

Thanks to COVID, with my mom’s immunity disorder, I CAN’T GET A JOB FROM HOME (as needed not to endanger my mother’s life), until this absolutely absurd obomination of justice is FIXED! SO all day every say, all that I can do is keep shaking trees and exposing the truth to larger and larger audiences, from State to Federal, until I join up with others who have been similarly injured by Tennessee’s broken Judicial System, and our voice becomes much greater, or until somebody hears my cries and uses a little common sense, deducting that it isn’t HUMANE to rob my home, every penny I’ve ever had, force me out without replacement shelter, any healthcare, medication, vocational training, job, or means to survive, WHILE ALSO HARMING MY EMPLOYMENT OPPORTUNITIES WITH A FRAUDULENT OP, WHICH MS. STORY AND JUDGE BINKLEY WERE NOT INTERESTED IN CHARGING ME WITH UNTIL I WAS NO LONGER AN ALIMONY CONCERN FOR MS. FENTON, AND I WAS RUN OUT OF THE STATE OF TENNESSEE, TO BE ON THE STATE OF MICHIGAN’S WELFARE SYSTEM! I see SO MANY potential civil and criminal lawsuits in this matter.... FENTON VS. STATE OF TENNESSEE.... All because some arrogant thug REFUSED TO REMOVE THEIR ILLEGAL NOOSE FROM AROUND MY NECK! Which the World is going to KNOW and think of TENNESSEE as the king of JUDICIAL CORRUPTION once again! PLANTATION LAW.... Where the “MASTERS” still won’t let the “SLAVES” be FREE, regardless of what COLOR they ARE!

It's not about race, it is about SOCIOECONOMICS, which the judicial CANONS of TENNESSEE EXPRESSLY FORBID BIAS or DISCRIMINATION BASED UPON!

Yet here we are.... Again...

One part of me says, TAKE IT TO FEDERAL COURT, spend a year on it, and I'll never need to work again! (I have no other chance at "retirement") The people who have CLEARLY UNCONSCIONABLY violated me, have VERY DEEP POCKETS and will eventually be FORCED TO PAY! But I just want to GO ON WITH MY LIFE WITHOUT A FREAKING NOOSE AROUND MY NECK, OR DAILY FEAR FOR ME OR MY MOTHER AT WHAT UNCONSCIONABLE CRIMES OR LIES THEY WILL TELL ABOUT ME NEXT. An embarrassment to ALL of TENNESSEE... MOBSTERS making \$200k per year on the TAXPAYERS ROLES, and God only knows how much under the table (since they refuse transparency and accountability). MOBSTERS WHOSE NAMES HAVE BEEN AND WILL AGAIN BY RIGHTFULLY SYNONOMOUS WITH THEIR KLAN LEADER, AND FORMER BENEFACTOR, CASEY MORELAND!

This seems so SIMPLE that anyone with a SIXTH GRADE LEVEL OF "COMMON SENBSE" or even a HOMELESS PERSON, could ADMINISTER JUSTICE IN THIS CASE FAR BETTER THAN THE EGOMANIACS AND BUDDIES MAKING \$200k per year to HOLD THE PUBLIC DOWN! It is OUTRAGEOUS!

While taking up the RESOURCES of a dozzen different departments in Tennessee, from the AOC, the COA, the TRIAL COURT, the BOARD OF JUDICIAL CONDUCT, the Supreme Court, the BOARD OF PROFESSIONAL RESPONSIBILITY... all because of one VERY OBVIOUSLY UNJUST RULING, with a MOUNTAIN OF EVIDENCE, but which only requires listening to ONE COURT RECORDING, while FACT CHECKING!

But nobody cares enough to do it...

Thanks.

**REFUSED Per my ADA REQUEST – though without acknowledging it: Judgment Based Upon the LAWS – not just the Technical Codes which I am Knowledgeable about, or able to Research and Cite (ignorance about the law is no excuse for breaking it, hence it shouldn't be for being protected by the law either). Please Judge based upon the SPIRIT of the Law, not just the Technical Manipulation of Words used to Express, Define, and Communicate it. Thank you!**

**Significant problem and request for Court Oversight, Accountability, Advocacy, and Assistance: I strongly believe that the narrative driving the basis for ALL the actions levied against me so far by the opposing counsel (Ms. Story) has been largely FALSE, Intentionally Deceptive, Bombarding me from every angle simultaneously, specifically to Exploit my Known Disabilities, to Strategically Devastate me, using HARRASSMENT BY LEGAL PROCESS (malicious litigation). Combined with Ms. Story's Reputation, Resources, and Relationships, I don't believe that I ever had a chance at a Fair Trial. Ms. Story BOUND me with an OP obtained under False Testimony, then TOOK and DESTROYED everything of substance, which I have ever owned, in just two months.**

**JEFF FENTON**

**Jeff Fenton**

---

**From:** Jeff Fenton  
**Sent:** Friday, March 17, 2023 10:18 AM  
**To:** Jim.Hivner@tncourts.gov; john.coke@tncourts.gov  
**Cc:** appellatecourtclerk@tncourts.gov; Lisa Marsh  
**Subject:** FENTON INFORMATION REQUIRED: M2019-02059-COA-R3-CV | WILLIAMSON COUNTY CHANCERY COURT #48419B  
**Attachments:** 2020-10-16 AFFIDAVIT of Jeffrey R Fenton - Authenticity of Audio (SENT).pdf; 2020-07-08 ADA Request for Modification due to Mental Health (Under Tennessee Judicial Branch Policy 2\_07).pdf; 2020-10-16 EMERGENCY MOTION Notifying of Exigent Circumstances (SENT).pdf; USCOURTS-tnmd-3\_15-cv-00127-1 (PRO SE Default Judgment) with Markup.pdf; T.C.A. § 39-16-403 Official Oppression - Markup (A-2b).pdf; Tennessee Court Clerk Guidelines (with markup).pdf; 2020-10-28 Motion to Supplement and Correct the Record.pdf; Cruel and Inhumane - (Binkley, Beeler, Story) Markup (A-2B).pdf

Hello Mr. Hivner!

Congratulations on the promotion Mr. Coke!

**I need a file stamped first page of the following documents which I filed through you:**

- **2020-10-16 Affidavit of Jeffrey R. Fenton – “Authenticity of Audio”,** which I emailed to you on 10/16/2020, at the same time as I emailed you the “EMERGENCY MOTION Notifying of Exigent Circumstances.
- **2020-10-28 Motion to Supplement and Correct the Record**

My understanding is that all filings are to be time stamped “filed” within 24 hours of receipt, regardless of how the judge chooses to rule on the matter. So, I need a file stamped copy of the “RECEIVED” Affidavit and Motion proving that I submitted them to the court please.

Also, I should have received (but never did) a fully executed copy of each of my ADA Requests for Modification due to Mental Health (Under Tennessee Judicial Branch Policy 2\_07). One for each filing. Showing it time stamped filed/received with each filing, while also notifying me about what accommodations each Judge approved or alternates suggested per the fully executed forms. (Please send me all three fully executed pages for each filing, so that I can try to understand what transpired):

- GRANTED
- OFFER OF REASONABLE ALTERNATE MODIFICATION
- The request for modification is DENIED because:
  - The application is not a qualified individual with a disability.
  - The requested modification would fundamentally alter the nature of the judicial program, service or activity.
  - The requested modification would create an undue financial or administrative burden.
  - The applicant refused to comply with the Policy.
  - The Applicant’s failure to comply with the Policy makes impossible or impracticable the ability to provide the requested Modification.
- (Specify) \_\_\_\_\_
- DATE: \_\_\_\_\_

- Local Judicial Program ADA Coordinator: \_\_\_\_\_

With the next page including:

- APPEALS:
- PRESIDING JUDGE REVIEW
- ADMINISTRATIVE OFFICE OF THE COURTS REVIEW

With all dates and signatures for each of my filings, executed. As I understand they are determined individually by the Presiding Judge who reviews each filing.

with an OP obtained under False Testimony, then TOOK and DESTROYED everything of substance, which I have ever owned, in just two months.

8. To substantiate my claims about legal inequality and unfairness: During my trial on August 29<sup>th</sup>, 2019, at "The Old Courthouse" in Franklin, as is recorded in VOLUME-4 of my Technical Record, Page-516, Line-6, the Judge told me, "Fair is something you do in the faith."

Despite my many requests that the Court Differentiate this as a "Transcript of Evidence", it remains buried in my Technical Record, even though the Judge procured the Court Reporter himself. The remainder of that same transcript clearly reveals how open, objective, and impartial, the Court remained, amidst my Testimony versus Ms. Story's. I beg you look and see for yourself! Your intervention is requested and seriously needed!

Documentation provided by my Psychiatrist and my Psychotherapist is included to prove that I have the disabilities listed, as well as a real need for the modifications sought herein.

My request for a 60-Day extension, for filing my Brief, will follow; but for the sake of TIME, since I am so SLOW at this, I am sending this Request for Modification separately. Thank you!

I hereby certify that the above information is true and correct to the best of my knowledge.

Date: 7/9/2020 [Signature]  
(Signature of Applicant)

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**G The request for modification is GRANTED.**

**G OFFER OF REASONABLE ALTERNATE MODIFICATION** \_\_\_\_\_

**G The request for modification is DENIED because:**

- the applicant is not a qualified individual with a disability
- the requested modification would fundamentally alter the nature of the judicial program, service or activity
- the requested modification would create an undue financial or administrative burden
- the applicant refused to comply with the Policy
- the applicant's failure to comply with the Policy makes impossible or impracticable the ability to provide the requested Modification

(Specify) \_\_\_\_\_

DATE: \_\_\_\_\_  
Local Judicial Program ADA Coordinator

**APPEALS**

G Presiding Judge Review requested. (Specify reason and the remedy you want):  
 \_\_\_\_\_  
 \_\_\_\_\_

DATE: \_\_\_\_\_  
 (Signature of Person Requesting Review)

**PRESIDING JUDGE REVIEW**

I have reviewed the original request for modification, the offer of alternate modification OR the denial of modification and the reason for the denial, and the reason that this review has been requested and find as follows:  
 \_\_\_\_\_  
 \_\_\_\_\_

DATE: \_\_\_\_\_  
 PRESIDING JUDGE

---

G Administrative Office of the Courts Review requested. (Specify reason and the remedy you want):  
 \_\_\_\_\_  
 \_\_\_\_\_

DATE: \_\_\_\_\_  
 (Signature of Person Requesting Review)

**ADMINISTRATIVE OFFICE OF THE COURTS REVIEW**

I have reviewed the original request for modification, the offer of alternate modification OR the denial of modification and the reason for the denial, and the reason that this review has been requested and find as follows:  
 \_\_\_\_\_  
 \_\_\_\_\_

DATE: \_\_\_\_\_  
 AOC DIRECTOR

Also, please do not destroy any documentation, and please instruct the trial court not to either. I no longer communicate with the Trial Court due to the harsh, bias, collusive, discriminatory, threatening, and retaliatory behavior which they have exhibited against me (all with records). From Clerk and Master Beeler to Judge Michael W. Binkley, to their close family friend of over 40—years across the street, Attorney Virginia Lee Story, who unbeknownst to me wrote my court orders, directly falsifying and coloring them feloniously packed with fraud! (All which you have evidence of on file, yet the truth and evidence have been unfortunately irrelevant to date.)

Please also ensure that this does not get turned into a collection agency or recall it and remove any negative marks on my credit, as this action by Binkle/Story/Ausbrooks/etc... was entirely **Predatory Litigation**, as I have unfortunately had to learn, and due to my disabilities and the fact that it is ME against over a dozen powerful members of the Courts, while everything done to date lacks one good-faith, honest, action in either State or Federal Courts, which I have evidence of. There is no sense in destroying me more than they have already done.

I'm being forced to learn a LOT of law just to be treated as a HUMAN and allowed to proceed with my life without interference, extortion, threats, coercion, but I'm narrowing down my remaining tasks for the next step in litigation. Hopefully when this is all over, there will be greater protection for those in my demographic throughout the State of Tennessee.

Thank you, sirs!  
 Jeff Fenton

**From:** Jim Hivner <[Jim.Hivner@tncourts.gov](mailto:Jim.Hivner@tncourts.gov)>  
**Sent:** Monday, January 4, 2021 1:51 PM  
**To:** Jeff Fenton <[jeff.fenton@live.com](mailto:jeff.fenton@live.com)>  
**Cc:** Lisa Marsh <[Lisa.Marsh@tncourts.gov](mailto:Lisa.Marsh@tncourts.gov)>  
**Subject:** Re: Which COA Judge was Assigned to my Case and which Panel is he/she on?

Mr. Fenton:

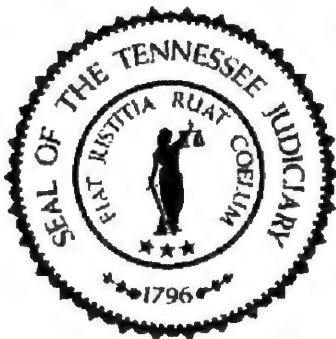
The Order dismissing your appeal was approved by the following panel of judges: Judge Frank Clement, Judge Andy Bennett and Judge Neal McBrayer.

Jim Hivner

## James M. Hivner

Clerk of the Appellate Courts  
State of Tennessee  
Supreme Court Building  
401 7th Ave. North  
Nashville, TN 37219-1407  
(615) 741-2681





**TENNESSEE APPELLATE COURTS**  
**UNIFORM FACSIMILE FILING COVER SHEET**

TO (COURT CLERK): **IN THE COURT OF APPEALS OF TENNESSEE**

WITH (COURT): **MIDDLE TENNESSEE DIVISION (AT NASHVILLE)**

CLERK'S FAX NUMBER: **(615) 532-8757**

CASE NAME: **JEFFREY RYAN FENTON v FAWN TIFFANY FENTON**

DOCKET NUMBER: **M2019-02059-COA-R3-CV**

TITLE OF DOCUMENT: **(ADA) REQUEST FOR MODIFICATION**

FROM (SENDER): **JEFFREY RYAN FENTON**

SENDER'S ADDRESS: **17195 SILVER PARKWAY, #150**  
**FENTON, MICHIGAN 48430-3426**

SENDER'S VOICE TELEPHONE NUMBER: **(615) 837-1300**

SENDER'S FAX TELEPHONE NUMBER: **(810) 255-4438**

DATE: **07/08/2020** TOTAL PAGES, INCLUDING COVER PAGE: **13**

FILING INSTRUCTIONS/COMMENTS (attach additional sheet if necessary):

**PLEASE FILE AND RESPOND ELECTRONICALLY, EITHER VIA EMAIL TO JEFF.FENTON@LIVE.COM OR VIA FAX TO (810) 255-4438. MY FAX IS A DEDICATED LINE SETUP SOLELY FOR COMMUNICATING WITH THE COURT, NO COVER PAGE OR SPECIAL INSTRUCTIONS REQUIRED.**

**THANK YOU!**  
**JEFF FENTON**

**REQUEST FOR MODIFICATION**

**Applicant requests accommodation under Tennessee Judicial Branch Policy 2.07**

**Applicant Information**

Applicant is:  Witness  Juror  Attorney  Party  Other (Specify Nature of Interest): \_\_\_\_\_

Name: JEFFREY RYAN FENTON  
Telephone: (615) 837-1300  
Address: 17195 Silver Parkway, #150  
Fenton, MI 48430-3426

Court: COURT OF APPEALS OF TENNESSEE  
MIDDLE DIVISION (AT NASHVILLE)  
Judge: \_\_\_\_\_  
Case No.: M2019-02059-COA-R3-CV

1. Type of proceeding.  Criminal  Civil  
2. Proceedings to be covered (e.g., bail hearing, preliminary hearing, particular witnesses at trial, sentencing hearing, motion hearing, trial): Appeal of Forced Sale of Home, Divorce Judgment, Stalking Charge, and Order of Protection

3. Dates modification needed (specify): Currently – Throughout Appeal

4. Disability necessitating modification (specify): Obsessive-Compulsive Personality Disorder (OCPD) DSM-5 301.4 (F60.5), Attention-Deficit Hyperactivity Disorder (ADHD) DSM-5 314.01 (F90.2), Generalized Anxiety Disorder (GAD) DSM-5 300.02 (F41.1), Circadian Rhythm Sleep Disorder (CRSD) Non-24-Hour Sleep-Wake Disorder (Non-24) DSM-5 307.45 (G47.24), Poverty, Forced Geographic Distance from Court

5. Type of modification requested (specify): Procedural and Technical Flexibility, Additional TIME for Deadlines to Self-Represent by Necessity, Communication Modifications due to COVID-19 and Excessive Mailing Times to Michigan, Judgment Based Upon the LAWS – not just the Technical Codes which I am Knowledgeable about, or able to Research and Cite (ignorance about the law is no excuse for breaking it, hence it shouldn't be for being protected by the law either). Please Judge based upon the SPIRIT of the Law, not just the Technical Manipulation of Words used to Express, Define, and Communicate it. Thank you!

6. Special requests or anticipated problems (specify): Additional TIME and Patience please. By disorder I'm a Perfectionist who has a nearly impossible time Focusing and Remaining On Task, especially when of Significant Consequence. Yet I can't afford to hire anyone to help Represent me. I also request that all Court Communications please be sent to me Electronically, via Email or Fax (I setup a dedicated fax number for the court), because it often takes a WEEK to receive Mail here in Michigan, plus in-house handling times. My Email is jeff.fenton@live.com, and my dedicated fax number for the court is (810) 255-4438.

7. Significant problem and request for Court Oversight, Accountability, Advocacy, and Assistance: I strongly believe that the narrative driving the basis for ALL the actions levied against me so far by the opposing counsel (Ms. Story) has been largely FALSE, Intentionally Deceptive, Bombarding me from every angle simultaneously, specifically to Exploit my Known Disabilities, to Strategically Devastate me, using HARRASSMENT BY LEGAL PROCESS (malicious litigation). Combined with Ms. Story's Reputation, Resources, and Relationships, I don't believe that I ever had a chance at a Fair Trial. Ms. Story BOUND me

with an OP obtained under False Testimony, then TOOK and DESTROYED everything of substance, which I have ever owned, in just two months.

8. To substantiate my claims about legal inequality and unfairness: During my trial on August 29<sup>th</sup>, 2019, at “The Old Courthouse” in Franklin, as is recorded in VOLUME-4 of my Technical Record, Page-516, Line-6, the Judge told me, “Fair is something you do in the fall.”

Despite my many requests that the Court Differentiate this as a “Transcript of Evidence”, it remains buried in my Technical Record, even though the Judge procured the Court Reporter himself. The remainder of that same transcript clearly reveals how open, objective, and impartial, the Court remained, amidst my Testimony versus Ms. Story’s. I beg you look and see for yourself! Your intervention is requested and seriously needed!

Documentation provided by my Psychiatrist and my Psychotherapist is included to prove that I have the disabilities listed, as well as a real need for the modifications sought herein.

My request for a 60-Day extension, for filing my Brief, will follow; but for the sake of TIME, since I am so SLOW at this, I am sending this Request for Modification separately. Thank you!

I hereby certify that the above information is true and correct to the best of my knowledge.

Date: 7/8/2020

  
(Signature of Applicant)

**G The request for modification is GRANTED.**

**G OFFER OF REASONABLE ALTERNATE MODIFICATION** \_\_\_\_\_

**G The request for modification is DENIED because:**

- the applicant is not a qualified individual with a disability
- the requested modification would fundamentally alter the nature of the judicial program, service or activity
- the requested modification would create an undue financial or administrative burden
- the applicant refused to comply with the Policy
- the applicant’s failure to comply with the Policy makes impossible or impracticable the ability to provide the requested Modification

(Specify) \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
Local Judicial Program ADA Coordinator

**APPEALS**

G Presiding Judge Review requested. (Specify reason and the remedy you want): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Person Requesting Review)

**PRESIDING JUDGE REVIEW**

I have reviewed the original request for modification, the offer of alternate modification OR the denial of modification and the reason for the denial, and the reason that this review has been requested and find as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
PRESIDING JUDGE

G Administrative Office of the Courts Review requested. (Specify reason and the remedy you want): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Person Requesting Review)

**ADMINISTRATIVE OFFICE OF THE COURTS REVIEW**

I have reviewed the original request for modification, the offer of alternate modification OR the denial of modification and the reason for the denial, and the reason that this review has been requested and find as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
AOC DIRECTOR

**IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF TENNESSEE  
NASHVILLE DIVISION**

**DONALD W. FISHER,** )  
**Plaintiff,** )  
 )  
v. ) **No. 3-15-cv-127**  
 ) **Judge Crenshaw**  
**CHRISTOPHER GATES AND GATES** ) **Magistrate Judge Frensey**  
**CONSTRUCTION AND DESIGN, LLC,** )  
**Defendants.** )

**REPORT AND RECOMMENDATION**

Pending before the Court is Defendants’ Motion to Vacate Entry of Default (Docket No. 55) and Plaintiff’s First Motion for Default Judgment (Docket No. 61). For the reasons stated herein, the undersigned recommends that Defendants’ Motion to Vacate Entry of Default (Docket No. 55) be Granted in part and Denied in part; and Plaintiff’s First Motion for Default Judgment (Docket No. 61) be Granted in part and Denied in part. Specifically, the undersigned recommends the entry of default as to the individual Defendant, Christopher Gates, be vacated but that the entry of default as to the corporate defendant, Gates Construction and Design, LLC, remain and that the Motion for Default Judgment be Granted as to Gates Construction and Design, LLC only.

**Standard of Review**

Federal Rule of Civil Procedure 55 (a) requires the clerk of court to enter a party’s default when the party “against whom a judgment for affirmative relief is sought has failed to plead or otherwise defend” and “that failure is shown by affidavit or otherwise.” Fed. R. Civ. P. 55 (a). Upon entry of default a party may proceed to seek default judgment under Rule 55 (b), either from the clerk of court or the district court. The Sixth Circuit has held that entry of default is a

prerequisite to a default judgment. *Devlin v. Kalm*, 493 F. App'x 678, 685-686 (6<sup>th</sup> Cir. 2012). “Once a default is entered against a defendant, that party is deemed to have admitted all the well pleaded allegations in the complaint except those relating to damages.” *Microsoft Corp. v. McGee*, 490 F. Supp. 2d 874, 878 (S. D. Ohio 2007)(citations omitted). Rule 55 (c) of the Fed. Rules of Civil Procedure allows the district court to set aside an entry of default for good cause. Fed. R. Civ. P. Rule 55 (c).

**DISCUSSION**

**Defendants’ Request to Set Aside Default**

Following the entry of default in this case Defendant filed an Answer to the complaint (Docket No. 54) and Motion to Vacate Entry of Default (Docket No. 55). Plaintiff has not filed a response to Defendant’s motion to vacate.

The Court acknowledges that Defendants are acting pro se in this matter, and their pro se status is a factor for the court to consider in its good cause determination in setting aside a Defendant’s default. *Dessault Systemes S. A. v. Childress*, 663 F. 3d 832, 844 (6<sup>th</sup> Cir. 2011)(Citing *Shepard Claims Serv., Inc. v. William Darrah and Associates*, 796 F. 2d 190, 194 (6<sup>th</sup> Cir. 1986)). Nevertheless, pro se litigants are not exempt from the requirements of the Federal Rules of Civil Procedure. *McNeill v. United States*, 508 U. S. 106, 133 (1980). The Court also notes that “mere negligence or failure to act reasonably is not enough to sustain a default.” *United States v. \$22,050.00 in United States Currency*, 595 F. 3d 318, 327 (6<sup>th</sup> Cir. 2010).

While the failure of the individually named defendant to answer the complaint is clearly negligent, nothing before the court suggests that defendant acted to thwart the judicial proceedings or with reckless disregard for the effect of his conduct on the proceedings. *See, Childress*, 663 F. 3d at 841. It is clear from the pleadings that the defendant wishes to defend

against this action. Therefore, the Court recommends that the default against the individually named defendant be set aside.

With respect to the corporate defendant, the Court has been clear that the defendant corporation must retain an attorney to represent its interest in the case. Docket No. 57. Despite being repeatedly advised of this requirement and its consequences, defendant corporation has not obtained counsel therefore the court recommends that the default as to the defendant corporation remain and not be vacated.

**Plaintiff’s Motion for Default Judgment**

Plaintiff has filed a Motion For Default Judgment (Docket No. 61) based upon the previously issued default (Docket No. 51). Defendants have not responded to the Motion for Default Judgment. Plaintiff contends that default judgment is appropriate based upon the corporate defendant’s failure to comply with the Court’s previous orders requiring that any pleadings be filed by an attorney admitted to practice before this court and that the Answer filed on behalf of the individually named defendant fails to comply with the pleading requirements of Rule 8 (b) and (c) Fed. R. Civ. P.. Docket No. 61, pp. 1-2.

As noted above, the corporate defendant’s failure to comply with the rules supports the entry of default under Rule 55 (a) Fed. R. Civ. P. and likewise the entry of default judgment under Rule 55(b). Therefore, the undersigned recommends that the motion for default judgment be GRANTED as to the corporate defendant, Gates Construction and Design, LLC.

With respect to the individually named defendant, the Answer to the complaint states as follows:

[t]he Plaintiff and only after refusing to perform additional repairs for free on the pool on areas due to damages caused by the mishandling namely freezing of the pool as maintained by the Plaintiff and his pool man who is a disgruntled former employee of the Defendants who was released from Defendants employ

for incompetents (sic) and undesirable conduct, did this action get filed so that the Plaintiff could claim dishonesty on the Defendants part and avoiding the 4 year limitation on his ability to claim.

Defense 1 Failure to State a Claim

Defendant answering the complaint herein, alleges all allegations and counts brought forth therein fails to state a claim for which relief can be granted.

WHEREFORE, Defendant prays that the Plaintiff take nothing and that the Defendant have judgement against the Plaintiff and recover the costs of suit herein, and such other relief that the court may deem proper.

Docket No. 54.

Federal Rules Civil Procedure Rule 8(e) provides that “pleadings must be construed so as to do justice,” and the Sixth Circuit has noted that “[t]he drafting of a formal pleading presupposes some degree of legal training or, at least, familiarity with applicable legal principles, and pro se litigants should not be precluded from resorting to the courts merely for want of sophistication.” *West v. Adecco Employment Agency*, 124 F. App’x 991, 992-93 (6<sup>th</sup> Cir. 2005)(quoting *Jourdan v. Jabe*, 951 F. 2d 108, 110 (6<sup>th</sup> Cir. 1991)).

While it is certainly true that the answer does not respond to each and every specific averment in the complaint, viewing the Defendant’s pleadings liberally, as it must for all documents filed by pro se litigants, and mindful of the requirement to do justice, it is clear that the individually named defendant has not failed to plead or otherwise defend against this action and therefore the undersigned recommends that the Motion for Default Judgment for the individually named Defendant, Christopher Gates, be DENIED.

**RECOMMENDATION**

For the reasons discussed above, the undersigned recommends that the Defendants’ Motion to Vacate Entry of Default be Granted as to the individually named defendant, Christopher Gates and be Denied as to the corporate defendant, Gates Construction and Design,



LLC, and that the Plaintiff's First Motion for Default Judgment be Granted as to the corporate defendant, Gates Construction and Design, LLC, and Denied as to the individual defendant, Christopher Gates.

Under Rule 72(b) of the Federal Rules of Civil Procedure, any party has fourteen (14) days after service of this Report and Recommendation in which to file any written objections to this Recommendation with the District Court. Any party opposing said objections shall have fourteen (14) days after service of any objections filed to this Report in which to file any response to said objections. Failure to file specific objections within fourteen (14) days of service of this Report and Recommendation can constitute a waiver of further appeal of this Recommendation. *See Thomas v. Arn*, 474 U.S. 140, 106 S. Ct. 466, 88 L. Ed. 2d 435 (1985), *reh'g denied*, 474 U.S. 1111 (1986); 28 U. S. C. § 636(b)(1); Fed. R. Civ. P. 72.

  
**JEFFERY S. FRENSLEY**  
**U. S. Magistrate Judge**



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UST - REGION 8

Federal Judicial Districts Established for the Districts of Tennessee and Kentucky

The United States Trustee Program is a component of the U.S. Department of Justice that supervises the administration of bankruptcy cases. The United States Trustee for Region 8 serves the federal judicial districts established for the Districts of Tennessee and Kentucky. The regional office is located in Memphis, TN. The links on this site contain information about the regional office of the United States Trustee and the field offices within Region 8.



IMPORTANT NOTICES

USTP FORMS FOR THE FILING OF PERIODIC OPERATING REPORTS IN NON-SMALL BUSINESS CHAPTER 11 CASES NOW EFFECTIVE

Wednesday, July 21, 2021

On June 21, 2021, the United States Trustee Program's rule titled Procedures for Completing Uniform Periodic Reports in Non-Small Business Cases Filed Under Chapter 11 of Title 11, (28 C.F.R. 5 58.8) became effective. The Final Rule governs the filing of pre-confirmation monthly operating reports (MORs) and quarterly post-confirmation reports (PCRs) by all debtors except those who are small business debtors or who, in accordance with the CARES Act, elect relief under subchapter V of chapter 11. To obtain the required MOR and PCR forms, instructions for completing and filing MOR and PCR forms, and other important information, please visit the United States Trustee Program's Chapter 11 Operating Reports resource page at www.justice.gov/ust/chapter-11-operating-reports.

U.S. TRUSTEE PROGRAM EXTENDS TELEPHONIC OR VIDEO SECTION 341 MEETING

Friday, August 28, 2020

The U.S. Trustee Program has extended the requirement that section 341 meetings be conducted by telephone or video appearance to all cases filed during the period of the President's "Proclamation on Declaring a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak" issued March 13, 2020, and ending on the date that is 60 days after such declaration terminates. However, the U.S. Trustee may approve a request by a trustee in a particular case to continue the section 341 meeting to an in-person meeting in a manner that complies with local public health guidance, if the U.S. Trustee determines that an in-person examination of the debtor is required to ensure the completeness of the meeting or the protection of estate property. This policy may be revised at the discretion of the Director of the United States Trustee Program.

U.S. TRUSTEE PROGRAM EXTENDS TELEPHONIC SECTION 341 MEETINGS TO CASES FILED THROUGH MAY 10, 2020

Wednesday, April 1, 2020

The U.S. Trustee Program is extending the requirement that section 341 meetings be conducted only through telephonic or other alternative means not requiring in-person appearance to all cases filed through May 10, 2020. Appropriate notice will be provided to parties in accordance with bankruptcy law and rules.

U.S. TRUSTEE PROGRAM REGION 8 LEADERSHIP Paul A. Randolph Acting United States Trustee CONTACT Office of The U. S. Trustee (901) 544-3251

\*\*\*\*\*

Paul A. Randolph Forwarded Referral To:

\*\*\*\*\*

Megan Seliber Trial Attorney, Office of the United States Trustee

(615) 695-4060 (office) megan.seliber@usdoj.gov

318 Customs House, 701 Broadway Nashville, TN 37203

\*\*\*\*\*

19-02693 Fenton: Fraud Referral

\*\*\*\*\*

\*\*\*\*\*

Paul A. Randolph (USTP)

Acting United States Trustee Region 8 (Nashville)

202-590-8690 (work cell) 901-544-3251 (office) 314-539-2990 (fax)

paul.a.randolph@usdoj.gov

Assistant U.S. Trustee Eastern District of Missouri (Region 13)

\*\*\*\*\*

19-02693 Fenton: Fraud Referral

\*\*\*\*\*

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U.S. Bankruptcy Courts

## Jeff Fenton

---

**From:** Randolph, Paul (USTP) <Paul.A.Randolph@usdoj.gov>  
**Sent:** Tuesday, January 18, 2022 11:45 AM  
**To:** Jeff Fenton  
**Subject:** RE: [EXTERNAL] Fraud Upon the Court, Conspiracy Against Rights, Deprivation of Rights & Property Under Color of Law, ADA, FED, & HUD Violations - Protecting Disabled, Vulnerable, and Aged from Financial Exploitation: ALL Started with a Falsified Secret BK

Mr. Fenton:

I have received your six emails and will send them to our Nashville office to review. Please note that neither the U.S. Trustee nor any of its employees can provide you with legal representation or advice. You should take whatever legal steps you deem appropriate to protect your interests. Thank you for your referral.

Paul Randolph

### Paul A. Randolph

Acting United States Trustee  
Region 8 and  
Assistant U.S. Trustee  
Eastern District of Missouri (Region 13)  
202-590-8690 (work cell)  
314-539-2990 (fax)

Fenton 19-02693: sale motion complaint - Message (HTML)

File Message Add-ins Help Acrobat Tell me what you want to do

Save Undo Redo Previous Item Next Item Print Preview

### Fenton 19-02693: sale motion complaint



Seliber, Megan (USTP) <Megan.Seliber@usdoj.gov>  
To Jeff Fenton

Reply Reply All Forward

Tue 3/15/2022 6:08 PM

Attachment: fenton 319-02693 deed.pdf 247 KB

This email is from the USTP Trial Attorney in Nashville who was Assigned to Research my BANKRUPTCY FRAUD COMPLAINT by Region 8 Acting United States Trustee, Paul A. Randolph, who is over Tennessee and Kentucky. Mr. Randolph is who I contacted to REPORT BANKRUPTCY FRAUD and to seek information to help me understand what VIOLATIONS were made by whom.

Mr. Fenton,

I further investigated your complaint that you were not given notice of the motion to sell 1986 Sunnyside Drive as a co-owner in bankruptcy court. I confirmed that you did not receive notice. ~~Because Judge Binkley gave your ex wife the power to close the sale in family court, it does not appear that any objection in bankruptcy court would have been availing even if you had been given notice.~~ For your records, I've attached the warranty deed and the family court order that was recorded.

Although you are welcome to seek bankruptcy counsel to investigate the matter further, ~~I believe that because the family court had dual jurisdiction over the property, you will need to seek any further remedy in state court. As the property has already been sold to a third party purchaser, it is also unclear if any remedies would be available.~~

This concludes my investigation into your complaint.

Best,



**Megan Seliber**  
Trial Attorney, Office of the United States Trustee  
318 Customs House, 701 Broadway  
Nashville, TN 37203  
(615) 695-4060

Ms. Seliber ACTS like she is HELPING ME, but she really isn't. She does confirm that the Bankruptcy Court failed to provide me NOTICE about my Ex-wife's Secret Bankruptcy and the THREAT to MY HOME, but then she lies to me, provides me with misinformation, and plays the blame game, between Federal and State Courts being responsible for my damages.

**Jeff Fenton**

**From:** Seliber, Megan (USTP) <Megan.Seliber@usdoj.gov>  
**Sent:** Tuesday, March 15, 2022 6:08 PM  
**To:** Jeff Fenton  
**Subject:** Fenton 19-02693: sale motion complaint  
**Attachments:** fenton 319-02693 deed.pdf

**IF the BANKRUPTCY COURT had OBEYED the FRBP, then the Bankruptcy Trustee would have been FORCED by the Federal Bankruptcy Court or the Federal District Court to REMOVE the Marital Residence from my Ex-wife's "BANKRUPTCY ESTATE" as a "BURDENSOME ASSET" long before I ever even MET Judge Binkley! BOTH my INTERESTS and my TENANT'S LEASEHOLD INTERESTS were PROTECTED under Federal Bankruptcy Laws!**

Mr. Fenton,

I further investigated your complaint that you were not given notice of the motion to sell 1986 Sunnyside Drive as a co-owner in bankruptcy court. I confirmed that you did not receive notice. ~~Because Judge Binkley gave your ex wife the power to close the sale in family court, it does not appear that any objection in bankruptcy court would have been availing even if you had been given notice.~~ For your records, I've attached the warranty deed and the family court order that was recorded.

Although you are welcome to seek bankruptcy counsel to investigate the matter further, ~~I believe that because the family court had dual jurisdiction over the property, you will need to seek any further remedy in state court. As the property has already been sold to a third party purchaser, it is also unclear if any remedies would be available.~~

This concludes my investigation into your complaint.

Best,



**Megan Seliber**  
Trial Attorney, Office of the United States Trustee  
318 Customs House, 701 Broadway  
Nashville, TN 37203  
(615) 695-4060

**The State Court DID NOT have DUAL JURISDICTION, that is a LIE! The Federal Court always has ORIGINAL JURISDICTION, and usually EXCLUSIVE JURISDICTION over all property, where it sits, as it sits, upon the day the BANKRUPTCY IS FILED!**

**The State Court is actually SPECIFICALLY FORBIDDEN from taking Jurisdiction over the property because of the circumstances, and the Bankruptcy having been filed 39-DAYS before the DIVORCE!**

**REMEDIES are ALWAYS available for RACKETEERING and FRAUD, especially with as many bad-actors, in a Conspiracy to intentionally CIRCUMVENT the FRBP and FEDERAL BANKRUPTCY LAWS via CRIMES UNDER COLOR OF LAW, without EQUAL or DUE PROCESS, in a Corrupt State Court!**

**The CRIMINAL EVIDENCE of CONSPIRACY AGAINST RIGHTS (AND PROPERTY) UNDER COLOR OF LAW, FRAUD UPON BOTH COURTS, HOBBS ACT EXTORTION, and a BUNCH OF FEDERAL BANKRUPTCY CRIMES is ALL in the TIME-LINE:**

**DAYS between when BANKRUPTCY WAS FILED on 4/26/2019 and when DIVORCE was FILED on 6/04/2019: 39-DAYS**

**DAYS between when BANKRUPTCY WAS FILED on 4/26/2019 and when I was SERVED DIVORCE PAPERS 6/15/2019: 50-DAYS**

**DAYS between when BANKRUPTCY WAS FILED on 4/26/2019 and when fraudulent "Order of Protection Ex Parte was Served on 6/20/2019: 55-DAYS**

**DAYS between when BANKRUPTCY was FILED on 4/26/2019 and when I had my FIRST HEARING in CHANCERY COURT on 8/1/2019: 97-DAYS (The Bankruptcy Attorney HAD TO KNOW this far in ADVANCE, that Judge Binkley would "PLAY BALL"!)** Otherwise the Bankruptcy Attorney would have gotten CAUGHT filing a FRAUDULENT BANKRUPTCY PETITION, as would the TRUSTEE. The Bankruptcy Attorney would have been responsible for all losses, faced serious sanctions, and removal from office! She HAD TO KNOW that Judge Binkley would illegally FORCE THE AUCTION OF MY HOME, on my VERY FIRST DAY in Court, before she could WAIT for 97-DAYS for what she was REQUIRED to do within the first 14-DAYS of FILING the FRAUDULENT BANKRUPTCY!

**DAYS between when BANKRUPTCY WAS FILED on 4/26/2019 and when I was FORCEFULLY EVICTED from my home on 9/3/2019: 130-DAYS**

# JEFFREY R. FENTON

17195 SILVER PKWY #150, FENTON, MI 48430-3426

Phone: (810) 735-7456 • Email: jeff.fenton@live.com

## GENESEE CO DHS UNION ST DISTRICT

Specialist / ID: M. Client-connection / MDHHS-Genesee-Union

Case Name: Jeffrey Fenton

Case Number: 128998254

Individual ID: 1240737350

## DEAR CASE WORKER,

I've been experiencing computer problems and only accessed this letter about a week ago, after it was already past due. I've been working on this for days since. Due to my disabilities, no task is simple in my world. While I've been overwhelmed and swamped for over three years now, fighting a corrupt legal system in Tennessee, who refuses to even acknowledge my most basic human rights.

I've lived at the SAME address as I have since returning to Michigan in 2019, that being the ONLY ADDRESS in the WHOLE WORLD where I can stay for FREE when I need to, which is with my MOTHER, Marsha A. Fenton at [REDACTED]

When I signed-up for assistance at Union Station at the end of 2019, I specifically requested that **my mother's address be kept confidential**. That was for my safety as well as for my elderly mothers. Because of a corrupt judge, and a bunch of corrupt attorneys, and auctioneers who perform Racketeering (RICO) directly out of the Williamson County Chancery Court, in Middle Tennessee.

They have and continue to threaten my safety, my freedom, my life, my liberty, while they illegally took my property, which was my life's savings, and everything I had saved toward retirement. But they didn't stop there... I wish there was a simple way to explain it to you, but they falsified the Court Records, to make it look like I was an evil monster who deserved nothing, and voluntarily chose to give away my home for free and relocate to Michigan, when I had no plans of ever living in Michigan again. (I planned to continue to visit my mom, but not to relocate here, as I was inevitably forced, purely to survive their illegal schemes.)

No offense, but I had lived in Middle Tennessee for 25-years, the weather was much better, I had a beautiful home, and the economy was thriving. Yet the RICO scam the Court and Counsel played on me, almost instantly (with just five-days notice) left me with no shelter, income, support, provision, or means to sustain myself, amidst a simple divorce with no children. Which I didn't even want, but agreed to, without the need for ANY drama.

I've used a mailing address for everything (including with the State of Michigan), at **17195 Silver Parkway #150, Fenton, Michigan, 48430-3426**. I don't recall giving the address where I physically reside to anyone other than the State of Michigan, yet somehow that was not kept "CONFIDENTIAL" as I requested.

I received some junk mail at my mother's address and became concerned that her address had been compromised. As quickly as I could, I switched my physical address with the State of Michigan to my aunt's house in Fenton, to help provide a tiny buffer or notice should the corrupt Court in Tennessee and over a half-dozen attorneys try to further harm me.

**While physically I never moved.** I've remained at my mother's home at [REDACTED] [REDACTED] Since they were both located in Genesee County, and I haven't voted since I have been here, I thought it was "the least of greater evils", to help restore some peace, privacy, and protection here at my mother's tiny, open, and exposed home, for us both!

**Since 2019, both me AND my mother, have been at FEAR for our SAFETY from a Corrupt Court and a gang of corrupt Attorneys** who have repeatedly threatened me, with fraudulent incarceration, financial devastation, and physical harm.

It's not just ME. There are MANY people who literally fear for their safety and some even their LIVES and the LIVES of their family, from this same lawless pack!

I'm not the only person I know who has left the State and **SWORN to NEVER STEP ON TENNESSEE SOIL AGAIN, IN MY LIFE**, because of similar actions out of this same CORRUPT COURT, located in the wealthiest County within the State of Tennessee (unless I need to protect my ex-wife or to testify in a criminal trial against the Judge or Counsel).

**The corruption within this Court has destroyed MANY LIVES!** While one attorney who stood up to protect a victim I know of, was found DEAD the next day! (Against Judge Michael W. Binkley, the same judge who destroyed my life, in about as much time as his lunch break.)

In late 2019 when I started trying to figure out what in the heck just happened to everything in my life, I began Googling the names of the Corrupt Judge and Counsel, where I found a Facebook page dedicated to exposing the corruption and requesting the Investigation of this exact judge. This was one of my first steps to learning about more evil than I ever wanted to know, while connecting me with other victims: <https://www.facebook.com/judgebinkley>

So, the fact is that my address has NEVER CHANGED. I have no LEASE, I haven't been able to EARN a DOLLAR in the past year, while trying to guesstimate a budget for how much MORE IN DEBT that I go to my mother each month to pay for her electric bill tripling since I moved in, and to pay for my toilet paper, soap, deodorant, internet, phone, clothes, car insurance, office supplies for trying to fight this regime of injustice, and software subscriptions like Adobe Acrobat and Microsoft Word, to have the tools to TRY, seems completely pointless.

You can use the same exact budget that you have on file from my last interview over the phone, while to be clear, my mother is not "GIFTING" anything to me, except for RENT while I have

ZERO INCOME. Everything else she is keeping a running tally of, while I probably owe her in excess of \$20k currently.

I apologize for missing the due date and I hope that this won't affect my benefits. I only get the FAP for food, which I need, so that I'm not even more of a burden for my mother (she is a retired nurse, who planned retirement for herself, but not to support two people).

She can let me live here for free, when need be, but the additional expenses are really adding up. Especially after so long with no legal remedy or relief in sight. I've finally decided to try to file criminal complaints through the Michigan State Police, which I'm currently drafting documents for. My hope is that the Michigan State Police will work with the Tennessee Bureau of Investigation and the FBI. (Though that is probably a long shot.)

I've considered writing to Governor Whitmer to see if she can provide any assistance. It is hard to convince anyone to intervene with a powerful gang of lawless judges and attorneys, while many federal resources are devoted currently to "Domestic Terrorism" and were previously devoted to COVID.

So far, every judge backs the original judge's order, without even considering the possibility that the Trial Court Judge is Corrupt and the Opposing Counsel is one of his best friends (undisclosed). More absurdly, by "local court rules", my vexatious Opposing Counsel was allowed to WRITE the Court Orders HERSELF! To top it off, the Chancery Court Clerk & Master has literally been a "close family friend" of my vicious Opposing Counsel for over FORTY-YEARS. (Try to find any fairness, impartiality, or justice there! The Judge literally told me on Court Record, that "FAIR is something you do in the fall.")

Try as I do, each and every day (10-16 hours per day, at least 6-days per week), I've yet to reach **any help**. Unfortunately, I've learned that is common in cases of "Predatory Litigation". Most people have no idea that one corrupt judge can completely destroy their lives and literally render them homeless, broke, and destitute, in just an hour or two. Without being allowed to be heard, to provide evidence, to cross examine the bogus claims made about them, etc.

All these "laws", "civil rights", "constitutional rights", natural inalienable "human rights", and alleged "freedoms" that we were taught in school that we HAVE and honestly believe WILL protect us, until the day you find yourself in a corrupt "FAMILY COURT", up against an army of dirty attorneys, who have already setup a scheme to wipe you out, before you can even figure out what happened! Yet it happens EVERY DAY across our Country! (Actually, it's an epidemic in almost EVERY COUNTRY currently!)

You learn quickly that ANY WORDS ON PAPER (laws, constitutions, rights, judicial canons, rules of professional conduct) are only as good as the people who are appointed to HONOR & ENFORCE them! (We don't need more laws. We need more judges who respect the rights of the people, honor and obey the Law.)

I don't know how to explain what happened to me in Tennessee in a way that is believable and doesn't make me sound crazy. I'm not crazy, I'm just slow, overwhelmed, and a perfectionist (ADHD/OCPD/GAD). They intentionally targeted and attacked my known disabilities.



Recently my mother was doing something online, and one of those people finder ads popped up showing me living HERE at HER HOME, with her address plain as day. A week or two later, I had a similar experience while doing some research online.

Also, since I have decided to try to involve the Michigan State Police for our protection, I decided to change everything with the State of Michigan back to my mother's address, still wanting to keep it as confidential as possible, but knowing that there is no safety or hiding from the criminals who run Tennessee's judicial system! (Again, there have been ZERO changes for me physically or financially, just in the contact information with the State of Michigan.)

I'm providing an abundance of documentation proving my mother's address, and my living here. Such as my mother's property tax assessment for 2023, my voter registration and driver's license at this same address, along with even letters from my psychiatrist in Tennessee and my psychotherapist in Tennessee, who I both trusted enough to give my mother's address to.

I'll try to upload a few documents that SHOW you a tiny glimpse of the battle I have been fighting against a DIRTY JUDGE in Tennessee, Judge Michael W. Binkley, from the Williamson County Chancery Court, along with Attorney Virginia Lee Story, Clerk & Master Elaine Beaty Beeler, etc.

Hopefully this will be sufficient to maintain my benefits.

Please let me know if you need anything further and allow me some extra time to provide it to you. (I'm slow, I spent 9 hours writing this letter alone.)

Thank you,

4/19/2023

Jeffrey R. Fenton



AMENDMENTS

2008—Subsecs. (e) to (h). Pub. L. 110-325 added subsecs. (e) to (h).

EFFECTIVE DATE OF 2008 AMENDMENT

Amendment by Pub. L. 110-325 effective Jan. 1, 2009, see section 8 of Pub. L. 110-325, set out as a note under section 705 of Title 29, Labor.

§ 12202. State immunity

A State shall not be immune under the eleventh amendment to the Constitution of the United States from an action in<sup>1</sup> Federal or State court of competent jurisdiction for a violation of this chapter. In any action against a State for a violation of the requirements of this chapter, remedies (including remedies both at law and in equity) are available for such a violation to the same extent as such remedies are available for such a violation in an action against any public or private entity other than a State.

(Pub. L. 101-336, title V, § 502, July 26, 1990, 104 Stat. 370.)

REFERENCES IN TEXT

This chapter, referred to in text, was in the original “this Act”, meaning Pub. L. 101-336, July 26, 1990, 104 Stat. 327, which is classified principally to this chapter. For complete classification of this Act to the Code, see Short Title note set out under section 12101 of this title and Tables.

§ 12203. Prohibition against retaliation and coercion

(a) Retaliation

No person shall discriminate against any individual because such individual has opposed any act or practice made unlawful by this chapter or because such individual made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this chapter.

(b) Interference, coercion, or intimidation

It shall be unlawful to coerce, intimidate, threaten, or interfere with any individual in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other individual in the exercise or enjoyment of, any right granted or protected by this chapter.

(c) Remedies and procedures

The remedies and procedures available under sections 12117, 12133, and 12188 of this title shall be available to aggrieved persons for violations of subsections (a) and (b), with respect to subchapter I, subchapter II and subchapter III, respectively.

(Pub. L. 101-336, title V, § 503, July 26, 1990, 104 Stat. 370.)

REFERENCES IN TEXT

This chapter, referred to in subsecs. (a) and (b), was in the original “this Act”, meaning Pub. L. 101-336, July 26, 1990, 104 Stat. 327, which is classified principally to this chapter. For complete classification of this Act to the Code, see Short Title note set out under section 12101 of this title and Tables.

<sup>1</sup>So in original. Probably should be “in a”.

CONSTITUTIONALITY

For constitutionality of section 503 of Pub. L. 101-336, see Congressional Research Service, *The Constitution of the United States of America: Analysis and Interpretation*, Appendix 1, Acts of Congress Held Unconstitutional in Whole or in Part by the Supreme Court of the United States.

§ 12204. Regulations by Architectural and Transportation Barriers Compliance Board

(a) Issuance of guidelines

Not later than 9 months after July 26, 1990, the Architectural and Transportation Barriers Compliance Board shall issue minimum guidelines that shall supplement the existing Minimum Guidelines and Requirements for Accessible Design for purposes of subchapters II and III of this chapter.

(b) Contents of guidelines

The supplemental guidelines issued under subsection (a) shall establish additional requirements, consistent with this chapter, to ensure that buildings, facilities, rail passenger cars, and vehicles are accessible, in terms of architecture and design, transportation, and communication, to individuals with disabilities.

(c) Qualified historic properties

(1) In general

The supplemental guidelines issued under subsection (a) shall include procedures and requirements for alterations that will threaten or destroy the historic significance of qualified historic buildings and facilities as defined in 4.1.7(1)(a) of the Uniform Federal Accessibility Standards.

(2) Sites eligible for listing in National Register

With respect to alterations of buildings or facilities that are eligible for listing in the National Register of Historic Places under division A of subtitle III of title 54, the guidelines described in paragraph (1) shall, at a minimum, maintain the procedures and requirements established in 4.1.7(1) and (2) of the Uniform Federal Accessibility Standards.

(3) Other sites

With respect to alterations of buildings or facilities designated as historic under State or local law, the guidelines described in paragraph (1) shall establish procedures equivalent to those established by 4.1.7(1)(b) and (c) of the Uniform Federal Accessibility Standards, and shall require, at a minimum, compliance with the requirements established in 4.1.7(2) of such standards.

(Pub. L. 101-336, title V, § 504, July 26, 1990, 104 Stat. 370; Pub. L. 113-287, § 5(k)(5), Dec. 19, 2014, 128 Stat. 3270.)

REFERENCES IN TEXT

This chapter, referred to in subsecs. (a) and (b), was in the original “this Act”, meaning Pub. L. 101-336, July 26, 1990, 104 Stat. 327, which is classified principally to this chapter. For complete classification of this Act to the Code, see Short Title note set out under section 12101 of this title and Tables.

AMENDMENTS

2014—Subsec. (c)(2). Pub. L. 113-287 substituted “division A of subtitle III of title 54” for “the National Historic Preservation Act (16 U.S.C. 470 et seq.)”.

## 18 U.S.C. § 1951

### Section 1951 - Interference with commerce by threats or violence

(a) Whoever in any way or degree obstructs, delays, or affects commerce or the movement of any article or commodity in commerce, by robbery or extortion or attempts or conspires so to do, or commits or threatens physical violence to any person or property in furtherance of a plan or purpose to do anything in violation of this section shall be fined under this title or imprisoned not more than twenty years, or both.

(b) As used in this section-

(1) The term "robbery" means the unlawful taking or obtaining of personal property from the person or in the presence of another, against his will, by means of actual or threatened force, or violence, or fear of injury, immediate or future, to his person or property, or property in his custody or possession, or the person or property of a relative or member of his family or of anyone in his company at the time of the taking or obtaining.

(2) The term "extortion" means the obtaining of property from another, with his consent, induced by wrongful use of actual or threatened force, violence, or fear, or under color of official right.

(3) The term "commerce" means commerce within the District of Columbia, or any Territory or Possession of the United States; all commerce between any point in a State, Territory, Possession, or the District of Columbia and any point outside thereof; all commerce between points within the same State through any place outside such State; and all other commerce over which the United States has jurisdiction.

(c) This section shall not be construed to repeal, modify or affect section 17 of Title 15, sections 52, 101-115, 151-166 of Title 29 or sections 151-188 of Title 45.

*18 U.S.C. § 1951*

June 25, 1948, ch. 645, 62 Stat. 793; Pub. L. 103-322, title XXXIII, §330016(1)(L), Sept. 13, 1994, 108 Stat. 2147.

*HISTORICAL AND REVISION NOTES*Based on title 18, U.S.C., 1940 ed., §§420a-420e-1 (June 18, 1934, ch. 569, §§1-6, 48 Stat. 979, 980; July 3, 1946, ch. 537, 60 Stat. 420).Section consolidates sections 420a to 420e-1 of Title 18, U.S.C., 1940 ed., with changes in phraseology and arrangement necessary to effect consolidation.Provisions designating offense as felony were omitted as unnecessary in view of definitive section 1 of this title. (See reviser's note under section 550 of this title.) Subsection (c) of the revised section is derived from title II of the 1946 amendment. It substitutes references to specific sections of the United States Code, 1940 ed., in place of references to numerous acts of Congress, in conformity to the style of the revision bill. Subsection (c) as rephrased will preclude any construction of implied repeal of the specified acts of Congress codified in the sections enumerated.The words "attempts or conspires so to do" were substituted for sections 3 and 4 of the 1946 act, omitting as unnecessary the words "participates in an attempt" and the words "or acts in concert with another or with others", in view of section 2 of this title which makes any person who participates in an unlawful

*enterprise or aids or assists the principal offender, or does anything towards the accomplishment of the crime, a principal himself. Words "shall, upon conviction thereof," were omitted as surplusage, since punishment cannot be imposed until a conviction is secured.*

**EDITORIAL NOTES**

**REFERENCES IN TEXT** Sections 101-115 of Title 29, referred to in subsec. (c), is a reference to act Mar. 23, 1932, ch. 90, 47 Stat. 70, popularly known as the Norris-LaGuardia Act. For complete classification of this Act to the Code, see Short Title note set out under section 101 of Title 29, Labor, and Tables. Section 11 of that act, formerly classified to section 111 of Title 29, was repealed and reenacted as section 3692 of this title by act June 25, 1948, ch. 645, §21, 62 Stat. 862, eff. Sept. 1, 1948. Section 12 of that act, formerly classified to section 112 of Title 29, was repealed by act June 25, 1948, and is covered by rule 42(b) of the Federal Rules of Criminal Procedure, set out in Appendix to this title. Section 164 of Title 45, included within the reference in subsec. (c) to sections 151-188 of Title 45, was repealed by act Oct. 10, 1940, ch. 851, §4, 54 Stat. 1111. Section 186 of Title 45, included within the reference in subsec. (c) to sections 151-188 of Title 45, was omitted from the Code.

**AMENDMENTS** 1994-Subsec. (a). Pub. L. 103-322 substituted "fined under this title" for "fined not more than \$10,000".

**STATUTORY NOTES AND RELATED SUBSIDIARIES**

**SHORT TITLE** This section is popularly known as the "Hobbs Act".



## Tenn. Code § 39-16-403

### Section 39-16-403 - Official oppression

- (a)** A public servant acting under color of office or employment commits an offense who:
- (1)** Intentionally subjects another to mistreatment or to arrest, detention, stop, frisk, halt, search, seizure, dispossession, assessment or lien when the public servant knows the conduct is unlawful; or
  - (2)** Intentionally denies or impedes another in the exercise or enjoyment of any right, privilege, power or immunity, when the public servant knows the conduct is unlawful.
- (b)** For purposes of this section, a public servant acts under color of office or employment if the public servant acts, or purports to act, in an official capacity or takes advantage of the actual or purported capacity.
- (c)** An offense under this section is a Class E felony.
- (d)** Charges for official oppression may be brought only by indictment, presentment or criminal information; provided, that nothing in this section shall deny a person from pursuing other criminal charges by affidavit of complaint.

*T.C.A. § 39-16-403*

Acts 1989, ch. 591, § 1; 1990, ch. 980, § 11.



# REPORTING ELDER ABUSE AND NEGLECT

**According to the National Center on Elder Abuse, only 1 in 14 cases of elder abuse ever come to the attention of authorities.**

Tennessee is a mandatory reporting state. If you see abuse — or even suspect that an adult is being abused, neglected or exploited — you must report it. Call the Tennessee Department of Human Services Adult Protective Services unit, toll-free at **888-277-8366**.

## WHO SHOULD I TELL?

If the abuse is happening now, call 911.

If you suspect elder or adult abuse, call Adult Protective Services at **888-277-8366**.

If the abuse is physical, call Tennessee Domestic Violence Hotline at **800-356-6767**.



## WARNING SIGNS OF PHYSICAL ABUSE

Bruising, especially in the torso or head; frequent injuries from accidents; broken eyeglasses or frames; caregiver's refusal to allow visitors alone with the older person.

## WARNING SIGNS OF EMOTIONAL ABUSE

Isolation of the older person or refusing to allow visits alone with the senior; observed threatening or belittling of the older person by the caregiver.

## WARNING SIGNS OF NEGLECT

Unusual weight loss; malnutrition; dehydration; untreated physical problems; unsafe and unsanitary living conditions such as dirt, vermin, soiled clothes and bedding; inappropriate clothing for the weather; desertion or abandonment of the older person in a public place.

## WARNING SIGNS OF FINANCIAL EXPLOITATION

Significant withdrawals from the vulnerable adult's accounts; sudden changes in their financial circumstances; valuable items or cash missing from their home; increase in junk mail soliciting purchases or payments for sweepstakes money; neglect of the victim, such as no food in the home; and maintenance and repairs of the home are ignored.



AO 91 (Rev. 11/11) Criminal Complaint

# UNITED STATES DISTRICT COURT

for the

Middle District of Tennessee

United States of America )

v. )

Case No. 3:18mj3002

Cason Moreland )

Defendant(s)

## CRIMINAL COMPLAINT

I, the complainant in this case, state that the following is true to the best of my knowledge and belief.

On or about the date(s) of Feb. 1, 2017 to Feb. 14, 2018 in the county of Davidson in the Middle District of Tennessee, the defendant(s) violated:

<i>Code Section</i>	<i>Offense Description</i>
18 U.S.C. 1512	Tampering with a witness, victim, or an informant
18 U.S.C. 1519	Destruction, alteration, or falsification of records in Federal investigations

**Managed out of the Memphis Field Office  
"Nashville Resident Agency" (Satellite)**  
2868 Elm Hill Pike, Nashville, TN 37214

**FBI Special Agent Mark Shafer**  
**Email: mshafer@fbi.gov**  
**Phone: (615) 232-7513**

This criminal complaint is based on these facts:  
See the attached Affidavit of FBI Special Agent Mark Shafer.

Continued on the attached sheet.

*Mark Shafer*  
Complainant's signature

FBI Special Agent Mark Shafer  
Printed name and title

Sworn to before me and signed in my presence.

Date: 02/28/2018

*Joe B. Brown*  
Judge's signature

City and state: Nashville, TN

Magistrate Judge Joe B. Brown  
Printed name and title

Memphis — FBI

https://www.fbi.gov/contact-us/field-offices/memphis

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# MEMPHIS

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- 06.07.2022 **Memphis Man Sentenced to 11 Years for Leading Role in Cocaine Distribution Conspiracy**

## Contact Us

225 North Humphreys Boulevard  
Suite 3000  
Memphis, TN 38120  
(901) 747-4300

## Featured Story

### FBI Honors Fallen During 2022 Police Week Events



As the nation recognizes Police Week, FBI Director Christopher Wray expressed his gratitude to law enforcement officers nationwide.

## Special Agent in Charge



Douglas Komeski

## Assistant Special Agents in Charge

- Jeremy N. Baker
- Matt Foster
- Bryan McCloskey

## Reporting Crime

You can report suspicious activities and crime by contacting your local FBI office 24 hours a day, seven days a week. You can also submit a tip electronically at [tips.fbi.gov](https://tips.fbi.gov).

## Hiring and Recruitment



Visit [FBIJobs.gov](https://FBIJobs.gov) for information on current hiring and recruitment opportunities, including internships and collegiate hiring.

## Resident Agencies

Along with our main office in Memphis, we have five satellite offices, known as resident agencies, in the area.

- Clarksville ▶
- Columbia ▶
- Cookeville ▶
- Jackson ▶
- Nashville ▼

Counties covered: Davidson, Sumner, Rutherford, and Williamson



## Tweets by @FBIMemphis



The #FBI wants to prevent you from becoming victims of virtual kidnapping for ransom schemes. Victims get calls from criminals claiming to have kidnapped their loved ones and threaten to harm them unless a ransom is paid. Learn more here: [ow.ly/rBAz50JGTKu](https://ow.ly/rBAz50JGTKu).



Embed View on Twitter



FBI.gov Contact Center





Details

Contacts

Documents

Tax

Location

# FBI Building Off-Market

2868 Elm Hill Pike, Nashville, TN 37214

Property Type  
**Office - Government Office**

Property Size  
**31,000 SF**

Lot Size  
**3 Acre**

Parking Spaces Avail.  
**136**

Parking Ratio  
**4.40/ 1,000 SF**

Property Tenancy  
**Single Tenant**

Building Class  
**B**

Year Built  
**2005**

## Sales

Purchase Date  
**13 Jan, 2022**

Purchase Price  


## Location



## Frequently Asked Questions

### What is the total square footage of FBI Building?

FBI Building totals 31,000 square feet.

### When was this property built?

FBI Building was built in 2005.

### When was FBI Building last sold?

FBI Building was last sold on 13 Jan, 2022.

## FBI Building, Nashville, TN 37214 - Office Space

FBI Building is located at 2868 Elm Hill Pike in the Donelson neighborhood, TN, Nashville, 37214. The Class B Office building was completed in 2005 and features a total of 31,000 SF.

# Case Summary

**3:18-mj-03002 All Defendants USA v. Moreland**

**Date filed:** 02/28/2018

**Date of last filing:** 03/14/2018

**Cason Moreland (1)**

**Office:** Nashville

**County:** Davidson

**Other Court Case:** None

**Filed:** 02/28/2018

**Terminated:**

**Reopened:**

**Complaint**

**Citation:**

**Offense Level:** 4

18:1512 Tamper with a witness, victim or informant, 18:1519 Destruction, alteration, or falsification of records in a federal investigation

**Defendant Custody Status:** Custody This Court

**Defendant:** Cason **represented by** Peter J. Strianse(Designation Retained) **Phone:**(615) 244-2770  
Moreland **by** **Fax:** (615) 244-2778

**Email:** pstrianse@tewlawfirm.com

**Plaintiff:** USA **represented by** Cecil W. VanDevender(Designation Assistant US Attorney)

**Phone:**(615) 401-6595

**Fax:** (615) 401-6626

**Email:** cecil.vandevender@usdoj.gov

AO 91 (Rev. 11/11) Criminal Complaint

# UNITED STATES DISTRICT COURT

for the

Middle District of Tennessee

United States of America )

v. )

Case No. 3:18mj3002

Cason Moreland )

Defendant(s)

## CRIMINAL COMPLAINT

I, the complainant in this case, state that the following is true to the best of my knowledge and belief.

On or about the date(s) of Feb. 1, 2017 to Feb. 14, 2018 in the county of Davidson in the Middle District of Tennessee, the defendant(s) violated:

<i>Code Section</i>	<i>Offense Description</i>
18 U.S.C. 1512	Tampering with a witness, victim, or an informant
18 U.S.C. 1519	Destruction, alteration, or falsification of records in Federal investigations

This criminal complaint is based on these facts:

See the attached Affidavit of FBI Special Agent Mark Shafer.

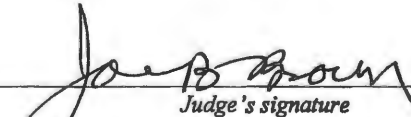
Continued on the attached sheet.

  
Complainant's signature

FBI Special Agent Mark Shafer  
Printed name and title

Sworn to before me and signed in my presence.

Date: 02/28/2018

  
Judge's signature

City and state: Nashville, TN

Magistrate Judge Joe B. Brown  
Printed name and title

### STATEMENT IN SUPPORT OF COMPLAINT

I, Mark Shafer, being duly sworn, deposes and states as follows:

1. I am a Special Agent with the Federal Bureau of Investigation (“FBI”) and have been so employed for twenty years. As a Special Agent, I am charged with the responsibility of investigating violations of the laws of the United States Code, including, but not limited to, violations of Title 18, United States Code, Sections 666 (federal programs theft/bribery), 1341, 1343, and 1346 (honest services fraud), 1951 (Hobbs Act extortion under color of official right), as well as Sections 1503, 1510, 1512, 1513, and 1519 (obstruction of justice), and collecting evidence in matters in which the United States is or may be a party of interest. I have received specialized training to perform those official duties and responsibilities. I have been exposed to a variety of investigative techniques and resources, which include, but are not limited to, physical surveillance, electronic surveillance, monitoring court-authorized wiretaps, managing the use of confidential sources (“CS”), consensual monitoring of conversations, the use of vehicle tracking devices, conducting searches of physical locations, and conducting searches of electronic storage media, e.g., computers, cell phones, and other digital storage devices, all of which may be utilized to retain information such as, among other things, documents, e-mails, text messages, pictures, voice notes, contact lists and call logs.

2. I have personally participated in the investigation set forth below. I am familiar with the facts and circumstances of the investigation from discussions with Special Agents and Analysts with the FBI; from my discussions with witnesses involved in the investigation; from my review of recordings made during the course of the investigation; and from my review of other records and reports relating to the investigation. Unless otherwise noted, wherever in this affidavit I assert that a statement was made, the information was provided by an FBI Special Agent or Analyst, or a witness who may have had either direct or hearsay knowledge of that statement and

to whom I or others have spoken or whose reports I have read and reviewed. Such statements are among many statements made by others and are stated in substance and in part unless otherwise indicated. Where statements from recorded calls or meetings are set forth in quotation marks, these quotes represent an attempt at rough transcription based on the recordings, which have not been officially transcribed. This affidavit does not contain all the information known to me regarding this investigation but only what I believe to be sufficient facts for the sole purpose of establishing probable cause for the arrest of Cason (“Casey”) MORELAND. Therefore, I have not set forth each and every fact that I have learned during the course of this investigation. Facts not set forth herein are not being relied upon in reaching my conclusion that an arrest warrant should be issued. Nor do I request that the Court rely on any facts not set forth herein.

3. This affidavit is presented in support of an arrest warrant for Cason (“Casey”) MORELAND, and a complaint charging that, beginning in or about February 2017 and continuing on through at least February 13, 2018, in the Middle District of Tennessee and elsewhere, MORELAND did knowingly obstruct justice through destruction of records, in violation of Title 18, United States Code, Sections 1519 and 2, and attempt to obstruct justice through witness tampering, in violation of Title 18, United States Code, Section 1512(b)(1).

**THE FEDERAL CRIMINAL INVESTIGATION INTO MORELAND**

***Background of the Investigation & Indictment***

4. Until on or about April 4, 2017, MORELAND was a Judge on the General Sessions Court of Metropolitan Nashville & Davidson County, Tennessee. MORELAND presided over Division X of the General Sessions Court and heard civil, criminal, and traffic cases. MORELAND had previously served as Presiding Judge of the General Sessions Court and directed the administration of two specialized court programs—the General Sessions Drug Treatment Court

(now known as the General Sessions Recovery Court), and the Cherished H.E.A.R.T.S. program—until his resignation from those positions on or about February 3, 2017.

5. On or about January 25, 2017, the FBI opened a federal criminal investigation into whether MORELAND and others violated federal anti-corruption statutes, including 18 U.S.C. Sections 1341, 1343, and 1346 (honest services fraud); and 18 U.S.C. Section 1951 (Hobbs Act extortion under color of official right).

6. In or about February 2017, a federal grand jury in the Middle District of Tennessee began to investigate whether MORELAND and others had violated federal anti-corruption laws. The grand jury issued its first subpoena in furtherance of the investigation on or about February 15, 2017.

7. The federal criminal investigation initially centered on allegations that MORELAND solicited, accepted, and extorted things of value—including sexual favors, travel, and lodging—from persons with whom he had close personal relationships, in return for performing official acts that benefitted these persons and their associates. As described in greater detail below, the federal criminal investigation also encompasses allegations that MORELAND participated in a scheme to steal, for his own personal use, funds belonging to the Davidson County Drug Court Foundation (the “Drug Court Foundation”),<sup>1</sup> in violation of 18 U.S.C. Section 666.

8. On or about March 28, 2017, I submitted a criminal complaint in the Middle District of Tennessee, stating that MORELAND had violated 18 U.S.C. Sections 1510, 1512, and 1513; on or about April 26, 2017, a federal grand jury in the Middle District of Tennessee returned a five-count indictment, alleging that MORELAND had violated 18 U.S.C. Sections 2, 1510(a), 1512(b)(3), 1512(c)(2), 1513(e), and 1519 by, among other things, attempting to persuade and

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<sup>1</sup> The Drug Court Foundation is now known as the Tennessee Recovery Foundation.

bribe a woman with whom he had had a sexual relationship to sign an affidavit containing false statements, and scheming to plant drugs in that woman's car to discredit her. Specifically with respect to the bribe, the indictment alleges that on or about March 11, 2017, MORELAND provided \$5,100 in cash to be used to persuade the woman to sign the affidavit, and that he provided an additional \$1,000 in cash later that same day. The indictment is pending in the Middle District of Tennessee.

***MORELAND's Knowledge of the Investigation in February 2017***

9. There is probable cause to believe that MORELAND was well aware of the federal investigation in February 2017.

10. On or about February 1, 2017, FBI agents, identifying themselves as such, made contact with MORELAND and attempted to interview him. CS-1, discussed in more detail below, was present and observed FBI agents contacting MORELAND. MORELAND advised the agents to speak to his attorney. MORELAND's attorney then contacted the U.S. Attorney's Office.

11. On or about February 23, 2017, MORELAND's attorney met with the U.S. Attorney's Office to discuss the status of the criminal investigation.

12. On or about February 7, 2017, the local media publicly reported the existence of the federal criminal investigation into MORELAND's conduct. *See* Stacey Barchenger, *FBI Looks Into Allegations Involving Nashville Judge Casey Moreland*, THE TENNESSEAN, Feb. 7, 2017; Ben Hall & Phil Williams, *FBI Investigates Nashville Judge's Relationships*, NEWSCHANNEL 5, Feb. 7, 2017.



**MORELAND’S RELATIONSHIPS WITH  
THE DRUG COURT FOUNDATION AND CS-1**

*The Drug Treatment Court & the Drug Court Foundation*

13. The General Sessions Drug Treatment Court was a program designed to address certain criminal defendants’ substance abuse issues by, among other things, referring them to, and monitoring their participation in, outpatient drug treatment and counseling programs. MORELAND oversaw the Drug Treatment Court before resigning from that position. Numerous others assisted MORELAND as part of a “team” monitoring Drug Treatment Court participants’ progress, including representatives from the local Office of the District Attorney General, the Public Defender’s Office, and treatment providers.

14. The Drug Court Foundation was created in or about 2009 as an independent nonprofit entity organized under 26 U.S.C. Section 501(c)(3). Although it was ostensibly managed by a Board of Directors, of which MORELAND was not a member, MORELAND took an active role in the Drug Court Foundation’s management. Additionally, MORELAND’s judicial assistant (employed in that position by Metropolitan Government of Nashville and Davidson County) was employed by the Drug Court Foundation as its bookkeeper. In that capacity, MORELAND’s judicial assistant controlled the Drug Court Foundation’s checkbook and had authority to write checks on its behalf.

15. In or about 2012, the Drug Court Foundation launched the Court Foundation Center.<sup>2</sup> The Court Foundation Center was an outpatient treatment facility designed to provide substance abuse counseling services, in the form of group sessions held approximately three times

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<sup>2</sup> The Court Foundation Center is now known as the Tennessee Center for Change.

each week. The day-to-day manager of the Court Foundation Center was CS-1, who conducted various administrative and managerial tasks and personally ran some group counseling sessions.

16. The vast majority of participants in the Court Foundation Center's treatment services were referred there by the General Sessions Drug Treatment Court team, over which MORELAND presided. Costs associated with these participants, including an hourly wage for CS-1 (up to an agreed-upon cap based on the availability of funds), were reimbursed by the Drug Court Foundation.<sup>3</sup> Invoices for the Court Foundation Center's costs were routinely submitted to MORELAND's judicial assistant, who would routinely write checks from the Drug Court Foundation in response.

17. In addition to participants referred by the Drug Treatment Court team, the Court Foundation Center treated people who were not before the Drug Treatment Court, such as certain individuals charged with driving under the influence of alcohol who were eligible to participate in an outpatient treatment program in exchange for a reduction in their prison sentences. These individuals, known as "self-pay" clients, were required to pay for their treatment in cash or via money order; self-pay clients were initially charged approximately \$500 for a six-month course of outpatient counseling sessions, although at some point that amount increased to approximately \$750. However, self-pay clients participated in the same group counseling sessions as participants referred from Drug Treatment Court; thus, expenses associated with their treatment such as rent, utilities, and an hourly wage for CS-1 were effectively paid by the Drug Court Foundation.

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<sup>3</sup> For a period after the Court Foundation Center was created, funding from the Drug Court Foundation was occasionally inadequate to cover the costs associated with all participants, and the Court Foundation Center effectively treated some participants for free.

18. Court Foundation Center staff maintained records of attendance at counseling sessions by all participants (“attendance logs”), as well as records reflecting payments by self-pay clients (“receipts”).

***MORELAND’s and CS-1’s Arrangement to Keep Cash<sup>4</sup>***

19. Until in or about 2016, with MORELAND’s knowledge and approval, CS-1 kept the cash paid by self-pay clients for herself in addition to billing the Drug Court Foundation for her time. Between the creation of the Court Foundation Center and the end of 2016, the volume of self-pay clients increased, and by early 2016 CS-1 was keeping thousands of dollars in cash each month.

20. In or about spring 2016, CS-1 became uncomfortable with the large quantities of cash she was taking, and she approached MORELAND with her concerns. MORELAND suggested that CS-1 begin bringing him half of the cash she kept each month: he told her to bring half of the cash in an envelope to his personal office in the General Sessions courthouse. CS-1 complied, bringing MORELAND half of the cash from self-pay clients she received each month, typically leaving a plain white envelope containing the cash on MORELAND’s desk while MORELAND himself was not present.

21. Later in 2016, CS-1 returned to MORELAND and again expressed discomfort with the cash she was taking. CS-1 told MORELAND that, instead of keeping cash from self-pay clients, she would prefer to be permitted to submit invoices for all of her hours worked without having to reduce them to a specified limit. MORELAND agreed, telling CS-1 that she could submit invoices for all of her hours worked, and that in exchange CS-1 should begin delivering all

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<sup>4</sup> Unless otherwise indicated, the facts recounted in this section are based on CS-1’s account of events.

of the cash she received from self-pay clients to him. CS-1 began doing so, again typically leaving a plain white envelope containing the cash on MORELAND's desk while MORELAND was absent from his office.

22. CS-1's payments to MORELAND continued until in or about February 2017, as the federal investigation was underway.

***MORELAND's Request that CS-1 Store Cash<sup>5</sup>***

23. In or about February 2017, CS-1 and MORELAND were both present in the General Sessions courthouse, having participated in a Drug Treatment Court meeting. MORELAND asked CS-1 to meet him in the building's parking garage following the meeting; in the parking garage, he handed her an envelope full of cash, which appeared to CS-1 to be identical to the envelopes full of cash she had routinely brought to MORELAND's office. MORELAND told CS-1 to hold onto the money, and to buy a lockbox in which to store it. On or about February 15, 2017, CS-1 purchased a lockbox (after texting a picture of the lockbox to MORELAND for MORELAND's approval) and kept the cash MORELAND had given her inside the lockbox, which she stored in a filing cabinet at the Court Foundation Center. CS-1 sought and obtained reimbursement for her purchase of the lockbox from MORELAND's judicial assistant.

24. Several weeks later, in or about March 2017, MORELAND contacted CS-1 and asked her to bring him the cash at his sister's house. CS-1 brought him the cash as requested. MORELAND removed the cash from the envelope and counted it in front of CS-1; the total amount of cash in the envelope came to approximately \$6,000, and the denominations of the bills were consistent with the denominations of the bills CS-1 routinely brought to MORELAND's office.

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<sup>5</sup> Unless otherwise indicated, the facts recounted in this section are based on CS-1's account of events.

25. MORELAND told CS-1 that the money would ensure “she told the truth,” or words to that effect. Based on the timing and context of that conversation, I believe it is reasonable to conclude that MORELAND was referring to the bribe payment referred to above in paragraph 8 in connection with a draft affidavit.

### **MORELAND’S SCHEME TO DESTROY COURT FOUNDATION CENTER RECORDS<sup>6</sup>**

26. In or about mid-February 2017, MORELAND and CS-1 discussed the records that the Court Foundation Center maintained. MORELAND suggested that CS-1 destroy all records that would reflect cash paid to the Court Foundation Center: specifically with respect to those records, MORELAND told CS-1 words to the effect of: “Make sure everything is taken care of.” CS-1 believed based on that conversation that MORELAND wanted those records to be inaccessible to law enforcement.

27. On or about March 2, 2017, CS-1 gathered up the Court Foundation Center’s receipts and attendance logs covering the period from approximately 2012 through approximately 2016. CS-1 tore up those records into pieces and deposited the pieces in a dumpster behind the Court Foundation Center building.

28. Following CS-1’s destruction of the Court Foundation Center’s records, MORELAND and CS-1 had another conversation, during which MORELAND asked CS-1 whether “everything was taken care of over there,” or words to that effect. CS-1 informed MORELAND that the records were destroyed, and MORELAND responded approvingly.

29. Following that interaction, CS-1 and MORELAND continued to stay in touch with one another, including on occasion by meeting in person for lunch. These contacts included a

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<sup>6</sup> Unless otherwise indicated, the facts recounted in this section are based on CS-1’s account of events.

lunch meeting between the two of them on or about December 22, 2017, and a series of text messages regarding a potential future lunch meeting between the two of them on or about January 22, 2018.

**MORELAND’S RECORDED CONVERSATIONS WITH CS-1 AND HIS ATTEMPT TO INFLUENCE CS-1’S TESTIMONY**

30. Beginning on or about January 29, 2018, CS-1 met several times with FBI agents conducting the above-described investigation. CS-1 agreed to meet and consensually record a conversation with MORELAND. At the FBI’s direction, CS-1 arranged to meet with MORELAND for lunch on or about February 9, 2018, by telling him that she wanted to talk about having been approached by federal investigators. CS-1 agreed to tell MORELAND that she had been subpoenaed to testify before a grand jury, and to express concerns that investigators would learn about the cash she had brought MORELAND from the self-pay clients. In addition to that recorded conversation during the lunch meeting, CS-1 consensually recorded a telephone call with MORELAND after their lunch on or about February 9, 2018; exchanged text messages with MORELAND following the telephone call on or about February 9, 2018; consensually recorded a telephone call with MORELAND on or about February 13, 2018; and consensually recorded a telephone call with MORELAND on or about February 14, 2018.

31. On or about February 9, 2018, during their consensually recorded conversation at lunch, CS-1 told MORELAND that she had received a subpoena for the “Wednesday [i.e., February 14, 2018] grand jury.” MORELAND repeatedly pressed CS-1 for details of what the FBI had asked her,<sup>7</sup> and during the subsequent consensually recorded telephone call he asked her

<sup>7</sup> In response to one such inquiry, CS-1 told MORELAND that investigators “asked about—they want all the receipts and books and all of that, and the receipt book, of course, is gone, you know, like we talked about last time. But there is an attendance log, and that shows all of the people that—cash people.” MORELAND replied, “Just ‘cause they came don’t mean they paid.”

to call him after she testified before the grand jury. MORELAND further requested that she provide him with a copy of all documents she produced in response to the grand jury subpoena. When CS-1 advised him that the full document production would be voluminous, MORELAND asked that she instead provide him with a list of documents produced.

32. During the lunch meeting on or about February 9, 2018, and in various recorded conversations that followed, CS-1 repeatedly told MORELAND that she was concerned about whether anyone else knew that she had delivered envelopes full of cash to his office. At certain points, MORELAND denied any knowledge of these cash payments. At other points, however, MORELAND responded in ways that indicated he was in fact well aware of them. For example:

- a. On or about February 9, 2018, CS-1 asked MORELAND whether particular named individuals knew about her bringing cash to him in his office. In response, MORELAND assured her that “not a soul” knew, “not even Jackie.” I believe that MORELAND’s reference to “Jackie” was a reference to his wife.
- b. On or about February 9, 2018, CS-1 told MORELAND that she was worried that there would be “cameras or something” that would show her putting envelopes on his desk. In response, MORELAND stated, “I had stuff put on my desk all the time.”
- c. On or about February 14, 2018, CS-1 told MORELAND that she had just testified in front of the grand jury and had “told them about me collecting the cash, about me giving you cash, about the lockbox, about me bringing cash out to your sister’s

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CS-1 asked, “But what if they know it? What if they contact those people?” MORELAND responded, “That’s a lot of contacting.”

house. I told them all of it.” After a long pause, MORELAND responded, “All right.”

33. During the lunch meeting on or about February 9, 2018, and in various recorded conversations that followed, CS-1 also repeatedly asked MORELAND what she should do about the fact that she, while acting at his direction, had destroyed the receipt book containing records of the clients who had paid cash. MORELAND’s responses corroborated CS-1’s statements that MORELAND had in fact directed her to destroy the receipt book. For example:

- a. On or about February 9, 2018, CS-1 asked MORELAND what she should say if “they ask me about the receipt book? Where’s the receipt book?” MORELAND responded, “Where is it?” After several seconds during which no intelligible conversation can be heard on the audio recording of their conversation, CS-1 stated, “Yes, it’s gone. Just like we talked about.” MORELAND stated, “If it’s gone, it’s gone.” CS-1 then asked, “But what are they gonna say? What are they gonna say about why it’s gone? ‘Well, [CS-1], where are these receipt books?’” MORELAND told CS-1: “Well, just say, look, for the longest time you didn’t write receipts. Very few paid. Most people had grants and stuff like that. All that money went to the Foundation.”
- b. On or about February 9, 2018, CS-1 told MORELAND that the FBI had spoken to her about “all the records I need to bring” to grand jury. CS-1 added, “And of course there’s going to be the glaring hole about the receipt book. And that, you know, was destroyed last year. What am I going to say about that?” MORELAND responded, “Well, if it’s lost, it’s lost. If it’s gone, it’s gone. Ain’t the only thing



to have gone missing down there. I mean, we don't deal with the most honest people in the world to begin with."

- c. On or about February 9, 2018, CS-1 again told MORELAND that the FBI "want[s] receipt books, I don't have those." MORELAND responded, "You got some now, though, don't you?" CS-1 acknowledged that she did have new receipts books, but that they only went back to 2017. CS-1 again predicted that she would be asked "what happened to the ones before then?" MORELAND asked her what she would say if asked, and CS-1 responded, "I can't say, well, I destroyed them, because [unintelligible] I was giving money." MORELAND laughed in response, and added, "Well, if they're gone, they're gone. They're gone."
- d. On or about February 14, 2018, CS-1 also advised MORELAND that, during her grand jury testimony, she had "told them about you talking to me about tearing up the receipt book. They know all of it now. I couldn't lie." After a long pause, MORELAND responded, "All right."

34. Throughout the conversations between on or about February 9 and on or about February 13, 2018, MORELAND repeatedly suggested various false cover stories that CS-1 could provide to the grand jury to explain what happened to the cash that CS-1 was collecting at the Center, and the receipt books documenting that collection. For example:

- a. During the lunchtime conversation on or about February 9, 2018, MORELAND suggested to CS-1 at various points: that many attendees never paid anything; that CS-1 "bought stuff with that cash"; that CS-1 "bought chairs" and "other things" such as "meals for parties and stuff like that"; and that employees at the Center and attendees in the program may have stolen the cash, stating, "Money's been taken

out of drawers down there. And there's cash, there's been cash come up missing. . . . I mean, we are dealing with criminals.”

- b. In an exchange of text messages on or about February 9, 2018, MORELAND asked CS-1, “Didn’t the foundation spend a lot of cash on that family whose house burnt?” CS-1 replied, “Sort of remember that. Why?” MORELAND responded, “Where some of the cash may have went along with helping clients here and there[.]” CS-1 asked, “Is that what I should say?” MORELAND replied, “Just saying the foundation used the money to help clients, cash and checks[.]” CS-1 responded, “Anytime we helped clients it was. With a check. I’m worried about the undocumented cash.” MORELAND replied, “We gave cash at times ! I know I dug into my pocket many times[.]” CS-1 responded, “Digging in your pocket doesn’t help explain where the foundation cash is.” MORELAND reiterated, “I’m just saying we gave out cash here and there many times[.]”
- c. During the consensually recorded conversation on or about February 13, 2018, MORELAND told CS-1, “I can’t believe you didn’t recall that guy whose house burnt!” CS-1 replied, “I mean, that was, that was, like, three years ago. Or way in the past.” MORELAND responded, “Well, but I mean, I’m just using that as an example of times that we probably would’ve used cash. Took ‘em on a Walmart spree, things like that. Christmas parties. Thanksgiving.”
- d. During the lunch meeting on or about February 9, 2018, MORELAND also suggested to CS-1 that she should tell the grand jury that any receipt books prior to 2017 were simply unavailable, repeatedly stating, “If they’re gone, they’re gone,”

or similar words to that effect. MORELAND further explained to CS-1 that “shoddy bookkeeping” is “not a crime.”

35. During the lunch meeting on or about February 9, 2018, MORELAND also asked CS-1 to tell the grand jury that he had no involvement with the Center and did not know about any cash. MORELAND stated, “I don’t even know about money. And you can tell ‘em that, if you don’t mind. That I never had anything to do with any money, because I didn’t.” MORELAND subsequently reiterated, “I’d appreciate it if you tell ‘em I never had anything to do with that place down there. And y’all wouldn’t—.” CS-1 interrupted to ask, “What, the Center?” MORELAND replied, “Uh-huh.”

36. During the lunch meeting on or about February 9, 2018, MORELAND twice assured CS-1 that she could only get in trouble with investigators if she gave them information. At one point, CS-1 told MORELAND, “I’m just, cannot—and plus, you know, I know the Foundation, if this comes out, my life’s gonna be destroyed.” MORELAND replied, “There’s no way it’ll come out. Unless you say something.” Later during the lunch meeting, CS-1 told MORELAND, “I’m just so scared.” MORELAND replied, “They’re not after you.” CS-1 responded, “They can get after me though.” MORELAND told CS-1, “Only if you let ‘em.”

### CONCLUSION

37. The numerous explanations and rationalizations that MORELAND proposed in the above paragraphs to account for missing cash—including the claim that MORELAND had no knowledge of the cash, the claim that receipts were never kept for some participants, the claim that CS-1 did not handle cash for some time, the claim that cash was used to buy office supplies or meals, the claim that cash was used as petty cash, the claim that cash and the receipt book were likely stolen, the claim that bookkeeping was generally shoddy, and the claim that cash was

frequently used to help clients—are all inconsistent with CS-1’s recollection. Based on the above-described conversations between MORELAND and CS-1, as well as CS-1’s description of her independent recollection of keeping cash from self-pay clients and delivering that cash to MORELAND, I believe there is probable cause to believe that MORELAND attempted to obstruct justice through witness tampering, in violation of Title 18, United States Code, Section 1512(b)(1).

38. Likewise, based on CS-1’s independent recollection about the destruction of Court Foundation Center records, as well as my review of the consensually recorded conversations between CS-1 and MORELAND—including MORELAND’s repeated acknowledgement that records from the Court Foundation Center were gone, and his reaction when told that CS-1 had told the grand jury that she had destroyed the records at his direction—I believe there is probable cause to believe that MORELAND knowingly directed the destruction of records in a Federal investigation, in violation of Title 18, United States Code, Sections 1519 and 2.

39. Based upon my training and experience, and the totality of the facts described above, I believe there is probable cause to believe that, beginning not later than February 1, 2017, continuing on through at least February 13, 2018, in the Middle District of Tennessee and elsewhere, MORELAND did knowingly obstruct justice through destruction of records, in violation of Title 18, United States Code, Sections 1519 and 2, and attempt to obstruct justice through witness tampering, in violation of Title 18, United States Code, Section 1512(b)(1).

JB

8/29/2019	9:17 AM	HUSBAND'S RESPONSE AND COUNTERMOTION TO WIFE'S MOTION FOR VIOLATION OF THE EX PARTE ORDER OF PROTECTION AND FOR DATE CERTAIN FOR WALK THROUGH OF HOUSE AND MOTION FOR SCHEDULING ORDER	63- PAGES (Primary)  TR. v1 (page 119) through TR.v2 (page 181)  v1: 124 through v2: 32	TR. v1-v3  (p119 - 380)	v1: 124- 155  v2: 2- 151  v3: 2-80	Court started at 9am... texted M stayed up several nights in a row p Exhibit-B, had to run out the door minutes AFTER court started, then where I handed Virginia Story Copi copies of my signed and stamped r
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**JEFF FENTON**

17195 Silver Parkway # 150  
 Fenton, MI 48430-3426  
 Phone: (615) 837-1300

**"ORDER OF PROTECTION" AS AN ILLEGAL "PRIOR RESTRAINT"**

**U.S. BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF TENNESSEE**

**WILLIAMSON COUNTY CHANCERY COURT AT FRANKLIN, TENNESSEE**

**BK: #3:19-BK-02693 | TN: #M2019-02059-COA-R3-CV | WILCO: #48419B**

*APPENDIX-15*

**THE FRAUDULENT DEFAULT 6-YEAR "ORDER OF PROTECTION" to violently BIND, RESTRAIN, and SILENCE me, while they carelessly TOOK everything, which I loved most in my life** 1

2020-09-24 RETALIATION: "ORDER OF PROTECTION" 5-YEAR EXTENTION (out of jurisdiction, without motion, notice, or hearing) 1

My Raccoon Buddy: Kind Communications with my ex-wife, just 3-DAYS before their Secret Bankruptcy SCAM; Orchestrated by Story/Binkley/Ausbrooks/Etc... 7

Ex-wife's UNSIGNED Personal Statement about her "fear for (her) safety", included with her "Petition for an Order of Protection" at R.v1(pages 15-16) 8

Federal Rules of Civil Procedure - RULE 11 (Personal Statements with NO SIGNATURE are TRASH!) 10

EMERGENCY: I CAN NOT WORK FROM HOME WITH FRAUDULENT "ORDER OF PROTECTION" (Can't work outside the home because of my mother's immunity disorder!) 12

A 30-Page Letter I wrote to my ex-wife on 2/9/2005, before we even got married. Proving I've always been "long-winded", she knew that before marriage, and there certainly is no "Crime" or "Abuse" in exercising my 1st Amendment Right (even if I exercise it more than most) 13

PLEASE STRIKE & EXPUNGE THE "DEFAULT ORDER OF PROTECTION" & 5-Year Extension thereafter, without notice. This is no more than an illegal "Prior Restraint", which Judge Binkley is becoming famous for, due to his fear of public exposure of his misconduct, including the criminal activities of he and his friends 15

CONSTITUTION ANNOTATED: Amdt5.4.4.2.1 Deprivations of Liberty 16

**My Ex-wife is a Highly-Trained FIREARMS EXPERT! She is a Tennessee and NRA Licensed Handgun Instructor, with daily carry of a Glock .40 Caliber handgun and Pepper Spray. She is also certified by the NRA to teach their "Refuse to be a Victim" program, emphasizing situational awareness, basic self-defense, and the defensive deployment of Pepper Spray. She has trained with both the Mt. Juliet and the Davidson County Police Departments. She has an extensive arsenal, with two fully-loaded military grade assault rifles, an FN FAL & an AR-15, both with extensive desert training as a "Family First"**

**Lifetime Member, at Frontsight Firearms Training Institute, in Pahrump, Nevada. She owns approximately a half-dozen handguns, and last I knew, had about** 17

Ex-wife's "Self-Defense Handgun Instructor" Resume (Training superior to that received by most Law Enforcement Officers) 18

Ex-wife's AR-15 with Combat Harness, Collapsible Stock, and High-End VCOG Optic 20

Ex-wife graduated from the Davidson Co. Citizen's Police Academy (Photo with Major Dean) 21

Ex-wife's FN-FAL 7.62 x 51mm NATO, Assault Rifle, Modified. Her same high-end VCOG Optic mounts on both of her Rifles. (This is a BIG GUN) 22

Ex-wife's AMMO Inventory (over 5,000 rounds) 23

Ex-wife's ammo cans, when she moved-out of our Marital Residence (5,000 Rounds Inventoried) 25

Front-Sight Firearms Institute in Pahrump Nevada (Where Ex-wife and her brother have Legacy "First Family" Lifetime Memberships) 26

Ex-wife Training with her FN-FAL Assault Rifle at Front Sight Firearms Institute 27

Ex-wife Training with her AR-15 Assault Rifle at Front Sight Firearms Institute (Iron Sights before we purchased the VCOG Scope for her.) 28

Ex-wife and her brother "Mark" (a Marine Veteran who introduced her to shooting, after her first divorce), at Front Sight Firearms Institute in Nevada 29

Ex-wife taking a "Defensive Handgun" class, with her .40 Caliber Glock, at Front Sight Firearms Institute in Nevada 30

Ex-wife's State Certified HANDGUN INSTRUCTOR Instructor Certificate (Tennessee) 31

Ex-wife working at Front Sight Firearms Training Institute as a "Line Coach" for their "Defensive Handgun" program. Shown with her brother (Mark), and their Father (Eddie). Shooting is a family affair! 32

Ex-wife's Glock Model 23, .40 Caliber Pistol (her daily carry handgun) 33

Ex-wife's NRA Certified "Pistol Instructor" Credentials 34

Ex-wife's Glock Model 17, 9mm Training Pistol (she uses when training new shooters) 35

Ex-wife's National Rifle Association - Life Membership Certificate 36

Ex-wife's Ruger SP101 .357/.38 Caliber Stainless Steel Revolver 37

2018-04-22 Ex-wife Abandoned our Marital Residence with a completely unnecessary 4-

Deputy Escort. Her first attempt to falsely justify an "Order of Protection" (for purely a strategic advantage in court) with her first Attorney, W. Edward Porter IV. Fortunately Mr. Porter refused, saying it was unethical since we had no history, priors, domestics, nor physical threats of any sort. This was over a year before Attorney Story & Judge Binkley got involved. 38

Ex-wife's "Dog-Walking-Gun", a North America Arms .22 Magnum Minature Revolver (small enough to wear as a necklace, put in a wallet, or carry in your pocket without detection) 39

**WIFE DESIGNED CUSTOM No Trespassing Signs - Using CAD and Microstation at her Work 40**

Invoice for Custom No Trespassing Signs (The Sign Center) 40

PROOF: Custom No Trespassing Sign 41

INSTALLED: Custom No Trespassing Signs at Sunnyside 42

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    2017-07-31 Wife Designed 35.25" x 18" Sign Template 48

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    2017-08-02 Wife Designed 36.5" x 18.5" Sign Template 50

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    Wife Designed 36" x 18" Sign Template 52

2017-07-26 Wife Corresponded with Zach Geiser the Mid-Atlantic A&E Business Development Manager at Hikvision (Researching Our Surveillance Cameras) 53

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    2020-09-15 COA ORDER: Denied Counsel (30-Day Extention Granted) 69

**The "ORDER of PROTECTION" was purely a TOOL to help BIND, SILENCE, and**



**DISCARD me** 70

No one shall be subjected to torture or cruel, inhuman, degrading treatment or punishment 70

Change.org: Petition by a Tennessee lady to, "Stop False Allegations to get Order of Protections in Tennessee (commonly referred to as "the Nuclear Bomb of Divorce Litigation") and Hold False Accusers Accountable" 71

Tenn. Code § 39-16-403 (Official Oppression) Using an Illegal, Unjustified, Unheard, Out of Jurisdiction, "Order of Protection", based upon a highly Fraudulent Affidavit the JUDGE ordered the Counsel to write 74

18 U.S.C. § 1951 (Hobbs Act) EXTORTION UNDER COLOR OF OFFICIAL RIGHT 75

42 U.S.C. § 12202 NO State Immunity for ADA Violations, §12203 Prohibition Against Retaliation and Coercion, Interference, Coercion, or Intimidation 76



**PRIOR-RESTRAINT WITHOUT MOTION, NOTICE OR HEARING**

**Order of Protection**

- Amended Order
- Petitioner is under 18

Case # (the clerk fills this in):  
 48419B  
 2020 SEP 24 AM 10:09  
 FILED FOR ENTRY 9-24-20

In the Chancery Court of Williamson County, TN

Petitioner (person needing protection)

Fawn Tiffany Fenton  
first middle last

**Petitioner's Children under 18 Protected by this Order:**

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

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

Jeffrey Ryan Fenton 10/5/69  
first middle last date of birth (MM/DD/YYYY)  
[Redacted] Mi [Redacted]  
street address city state zip

Respondent's Employer: None  
Employer's name Employer's phone #

**Describe Respondent:**

Sex	Race	Hair	Eyes	Height - Weight - SSN - Other																
<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input checked="" type="checkbox"/> White <input type="checkbox"/> Asian <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Other: _____	<input checked="" type="checkbox"/> Black <input type="checkbox"/> Grey <input type="checkbox"/> Blond <input type="checkbox"/> Bald <input type="checkbox"/> Brown <input type="checkbox"/> Other: _____	<input checked="" type="checkbox"/> Brown <input type="checkbox"/> Hazel <input type="checkbox"/> Blue <input type="checkbox"/> Green <input type="checkbox"/> Grey <input type="checkbox"/> Other: _____	<table border="1"> <tr> <td>Height</td> <td><u>5.9</u></td> <td>Weight</td> <td><u>240</u></td> </tr> <tr> <td>Social Sec. # (If known)</td> <td colspan="3">(Provided to Clerk's office if known) Do not list it here. XXXXX</td> </tr> <tr> <td>Scars/Special Features</td> <td colspan="3">[Redacted]</td> </tr> <tr> <td>Phone Number</td> <td colspan="3">[Redacted]</td> </tr> </table>	Height	<u>5.9</u>	Weight	<u>240</u>	Social Sec. # (If known)	(Provided to Clerk's office if known) Do not list it here. XXXXX			Scars/Special Features	[Redacted]			Phone Number	[Redacted]		
Height	<u>5.9</u>	Weight	<u>240</u>																	
Social Sec. # (If known)	(Provided to Clerk's office if known) Do not list it here. XXXXX																			
Scars/Special Features	[Redacted]																			
Phone Number	[Redacted]																			

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

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

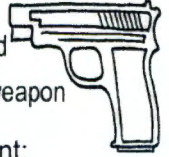
This is a Court Order.

**Findings About Abuse:**

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

**Warning!**

- Weapon involved
- Has or owns a weapon



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

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

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

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

- Abused/Threatened to Abuse
  - Sexually Assaulted
  - Stalked
- the  Petitioner AND

**FALSE: I NEVER ABUSED OR STALKED MY EX-WIFE! THIS IS ADA RETALIATION & INTERFERENCE WITH HOBBS ACT EXTORTION OF MY SILENCE ABOUT THE MISCONDUCT AND CRIMES COMMITTED BY THE COURT & COUNSEL!**

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

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

**Findings About Firearms:**

**The Respondent** (check all that apply):

- Has no firearms
- Has firearms that he/she must give to someone else who is allowed to have them (TCA § 36-3-625).
- Has firearms that are registered under the National Firearms Act and must be either transferred to a responsible third party, or locked in a safe or other secure container to which the Respondent does not have access. A state or federal agency must give its approval before the firearms are turned in.
- Has a federal firearms license (FFL) or is a responsible party under an FFL, and has firearms under that FFL that qualify as business inventory, and (check one):
  - There is no responsible party listed on the FFL other than the Respondent in this case. The Respondent must turn in or transfer all firearms inventory under his/her control to a separate FFL holder who is legally allowed to have firearms.
  - There is another responsible party listed on the FFL other than the Respondent in this case. This Order does not require the Respondent to turn in or transfer the firearms inventory.

**This is a Court Order.**

**PERSPECTIVE:** FOR THOSE UNFAMILIAR WITH THIS CASE, THIS WAS A "DIVORCE" WITH NO CHILDREN. JUDGE MICHAEL W. BINKLEY AND HIS UNDISCLOSED "CLOSE FAMILY FRIEND", ATTORNEY VIRGINIA LEE STORY, ONLY SPENT TWO 30-MINUTE "HEARINGS" TO FORCEFULLY STEAL MY BRENTWOOD HOME (WORTH \$900K CURRENTLY, WITH MORTGAGES OF ONLY \$300K), WITHOUT A PENNY TO MYSELF OR MY EX-WIFE. WHILE THERE WERE NO ARRESTS, NO ASSAULTS, NO DOMESTICS, NO PHYSICAL THREATS, NO STALKING, NO SUPPORTING HISTORY, NO REASONABLE THREAT OF DANGER OF ANY SORT, WHILE THE OPPOSING PARTY IS THE ONE WHO COMMITTED MULTIPLE GROSS FELONIES AGAINST ME, WITH THE CRIMINAL GUIDANCE AND ASSISTANCE OF AT LEAST TWO JUDGES, AND A HALF-DOZEN ATTORNEYS, WITH AT LEAST AS MANY COMPROMISED AND CORRUPT POWERFUL MEMBERS OF THE COURT WHO HAVE HELPED TO COVER-THIS-UP, AND DENY ME ANY ASSISTANCE SINCE. KNOWING THAT I CAN'T EVEN WORK TO SUPPORT MYSELF TO SIMPLY TRY TO SURVIVE, IN THE CONDITION WHICH THE STATE OF TENNESSEE LITERALLY DISCARDED ME IN!

**The Court orders Respondent to:**

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

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

- No Contact**  
You must not come about the Petitioner (including coming by or to a shared residence) for any purpose and must not contact  Petitioner AND  Petitioner's children, either directly or indirectly, by phone, email, messages, text messages, mail or any other type of communication or contact.
- Stay Away**  
You must stay away from the  Petitioner's home  Petitioner's workplace  Children's home and workplace.
- Personal Conduct –**
  - You must not cause intentional damage to the Petitioner's (or Petitioner's children's) property or interfere with the utilities at their home(s).
  - You must not hurt or threaten to hurt any animals owned or kept by the Petitioner/Petitioner's children.
- Counseling/Substance Abuse Programs**  
You must go to the following program(s) and give the court proof that you have gone, participated and have made progress in this program (contact information): \_\_\_\_\_

My ex-wife wanted this fraudulent "Order of Protection" to help her gain possession of our HOME, and to have me forcefully REMOVED from it, so that she could LIQUIDATE it and DISBURSE the funds without a single penny to ME.

That was the PERFECT CRIME that Attorney Virginia Lee Story orchestrated and led her through, and my ex-wife got away with it. I completely forgave my ex-wife four-years ago, because I know what a desperate and vulnerable place she was in emotionally and physically, at that time. Rather than providing an ethical guiding hand to my ex-wife, through one of the toughest seasons of her life, Attorney Virginia Lee Story and a several of her "friends" instead exploited my ex-wife's desperation and vulnerability to steal the sum wealth of BOTH of our lives.

This "Order of Protection" isn't to protect my Ex-wife as it states (it endangers my ex-wife with potential Federal criminal charges, because of my need to constantly seek Federal assistance to get FREE.) This fraudulent "Order of Protection" is SOLELY to protect Judge Michael W. Binkley & Attorney Virginia Lee Story from being EXPOSED IN THE MEDIA for their crimes against me and my family!

This is a Court Order.

- Child Support** \$ \_\_\_\_/ each \_\_\_\_\_ (month/week, etc) beginning \_\_\_\_\_ (date).
  - This is the guideline amount. See the attached DHS *Child Support Worksheet*.
  - This is **not** the guideline amount and is a deviation from the guideline amount. The Court has considered the best interest of each child in this case, and finds that guideline support would be unjust or inappropriate in this case.
  - Other: \_\_\_\_\_

**Payment method:**

- Pay the Petitioner directly by the \_\_\_\_\_ day of each month. (the court finds that this does not endanger the Petitioner or the Petitioner's minor children and it is not a violation to send payment only with no notes or comments to the Petitioner)
- Take payment to this Court Clerk's Office. You will also have to pay a clerk fee of \_\_\_\_% on

Since "they" KNOW that in the past, I have very successfully exposed professional negligence and fraud against our family on the Internet, they also know that EXPOSING the TRUTH on the Internet is the ONLY "threat" that I am to anybody! But that specific threat happens to be their greatest fear!

By labeling my Ex-wife a "victim" of domestic abuse (which is untried, unheard, and false), by Fraudulent "DEFAULT" Judgments, there are strict laws protecting "victims" from having their court documents published online. (These same documents could easily expose this entire RICO scam!)

On 3/21/2021 the KnoxNews ran a story with a video clip of Judge Michael W. Binkley chastising and threatening attorneys, the press, and the people, stating, "What people are doing to judges, making up stuff, putting it in the media when it's totally false..." Further stating, "If your client is part of that kind of stuff, turn them in. Don't be part of the problem... don't be a chicken, because that's all it is... you're part of the problem if you don't do something about it." Indicating that there would be pre-emptive consequences for those who might speak-up.

That is EXACTLY what this outrageous, out of jurisdiction, bad-faith, untried, unheard, "DEFAULT" Order of Protection is, without MOTION or NOTICE where I could even ATTEMPT to DEFEND myself. While this was allegedly for LONG but NON-THREATENING emails and text messages, which Attorney Story decided that my Ex-wife is no longer CONSENSUAL to receiving, the day after I learned about the AMBUSH the Chancery and Bankruptcy Courts had conspired together against me.

Judge Michael W. Binkley and Attorney Virginia Lee Story are literally using my Ex-wife as a HUMAN SHIELD, to protect THEMSELVES from being exposed for an absurd amount of Attorney and Judicial Misconduct, including their roles in Bankruptcy Fraud, Deprivation of Rights and Property under Color of Law, Hobb's Act Extortion, ADA Coercion, Retaliation, Interference, Official Oppression, Etc!

All which I reported to the Court of Appeals as I cried-out for HELP, but instead they helped Binkley and Story to COVER-IT-UP, and denied me any assistance! This has unfortunately been the position of EVERY SINGLE DIVISION of the Tennessee Courts and Supervisory Boards, to date.

**Orders to the Respondent about Firearms:**

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

This is a Court Order.

07/01/19  
Form #OP2018-7

Order of Protection

page 4 OF 6

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

**Costs, fees and litigation taxes**

**THIS FRAUDULENT "ORDER OF PROTECTION" IS THE ONLY WAY WHICH A CORRUPT JUDGE COULD KEEP A NOOSE AROUND MY NECK FROM 600-MILES AWAY, WITHOUT DUE PROCESS! THREATENING MY LIFE, MY SAFETY, AND MY FREEDOM FOR AN OUTRAGEOUS SIX-YEARS. WHERE I CAN BE ARRESTED WITHOUT WARRANT OR NOTICE 24/7/365, ANYWHERE WITHIN THE UNITED STATES OF AMERICA. REQUIRING LESS FOUL-PLAY THAN I HAVE ALREADY EXPERIENCED BY JUDGE MICHAEL W. BINKLEY AND ATTORNEY STORY. ALL WITHOUT HEARING, MOTION, OR NOTICE! ABSURD, INHUMANE, ADA INTERFERENCE AND UNCONSTITUTIONAL RETALIATION & EXTORTION!**

**THIS IS THE EQUIVALENT OF JUDGE MICHAEL W. BINKLEY HOLDING A GUN UP TO MY HEAD, AND WHISPERING INTO MY EAR, "GO AHEAD, TELL ON ME!" I DEMAND A FULL CRIMINAL INVESTIGATION!**

**THIS ORDER TAKES EFFECT IMMEDIATELY UPON SIGNING.**

This Order starts today, (date): 9-24-20 This Order ends (date): 9-24-2025

In 1 year. (The Petitioner may ask to extend the Order)  In 5 years (1<sup>st</sup> violation of current PO)

In 10 years (2<sup>nd</sup> or more violation of current PO)

Date: 9/24/20 Time: 10:08  a.m.  p.m.

Signature of Judge or Chancellor: [Signature]

<p><b>Certificate of Service – Respondent (check one):</b></p> <p><input type="checkbox"/> Signed by Respondent: _____</p> <p><input type="checkbox"/> Signed by Respondent's counsel: _____</p> <p><input type="checkbox"/> Hand delivered to Respondent.</p> <p><input type="checkbox"/> Hand delivered to Respondent's counsel.</p> <p><input checked="" type="checkbox"/> U.S. mail, prepaid postage to Respondent's last known address</p> <p><input type="checkbox"/> U.S. mail, prepaid postage to Respondent's counsel's last known address</p> <p><input type="checkbox"/> Reasonable attempts to find the Respondent's address were made, but there is no known address at this time.</p> <p>Signature of Server: <u>Debra Stevens</u></p> <p>Server's title (check one): <input type="checkbox"/> Clerk <input checked="" type="checkbox"/> Deputy Clerk <u>9-24-20</u></p> <p><input type="checkbox"/> Authorized Officer <input type="checkbox"/> Attorney</p> <p>Service was made on: Date: _____ Time: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.</p>	<p><b>Certificate of Service – Petitioner (check one):</b></p> <p><input type="checkbox"/> Signed by Petitioner: _____</p> <p><input type="checkbox"/> Signed by Petitioner's counsel: _____</p> <p><input checked="" type="checkbox"/> Hand delivered to Petitioner.</p> <p><input type="checkbox"/> Hand delivered to Petitioner's counsel.</p> <p><input type="checkbox"/> U.S. mail, prepaid postage to Petitioner's last known address.</p> <p><input type="checkbox"/> U.S. mail, prepaid postage to Petitioner's counsel's last known address.</p> <p><input type="checkbox"/> Reasonable attempts to find the Petitioner's address were made, but there is no known address at this time.</p> <p>Signature of Server: <u>Debra Stevens</u></p> <p>Server's title (check one): <input type="checkbox"/> Clerk <input checked="" type="checkbox"/> Deputy Clerk</p> <p><input type="checkbox"/> Authorized Officer <input type="checkbox"/> Attorney</p> <p>Service was made on: Date: <u>9-24-20</u> Time: <u>10:08</u> <input checked="" type="checkbox"/> a.m. <input type="checkbox"/> p.m.</p>
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The Clerk certifies a copy of this Order was forwarded to 911, local law enforcement, and any court in which the respondent and petitioner are parties to an action.

**This is a Court Order.**

**Warnings to Respondent:**

**This Order is valid everywhere in the U.S.**

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

**No Guns, Firearms**

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

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

**You will face separate charges if you disobey this Order**

You may face separate, criminal contempt charges and/or civil penalties if:

- You disobey this Order on purpose (TCA § 36-3-610).  
The penalty for each violation is up to 10 days in jail and a \$10 or \$50 fine (TCA § 29-9-103).
- You may also have to pay a civil penalty of up to \$50 for each violation (TCA § 36-3-610).

You may face separate, Class A misdemeanor charges if:

- You violate this Order (Public Chapter No. 422, effective July 1, 2019).  
A violation is punishable by up to 11 months and 29 days in jail and a fine of not less than \$100 nor more than \$2500 for each violation.
- You do not transfer your firearm(s) legally by the deadline (TCA § 36-3-625).
- You have a firearm while the Order is in effect (TCA § 39-13-113(h)(1)).  
The penalty for each violation is up to 11 months and 29 days in jail and a fine of up to \$2,500 (TCA § 40-35-111(e)(1)). There may be other charges if domestic violence is involved.
- You do not transfer, sell, or turn in any firearm. You may face Class A misdemeanor charges and you may also be charged with a federal crime. (TCA §§ 39-13-113(h)(1), 39-17-1307; 18 U.S.C. § 922(g)(8)).

You may face separate, Class C felony charges if:

- You hurt or try to hurt anyone while this Order, probation, or diversion is in effect; you may face charges for aggravated assault (TCA §§ 36-3-610, 39-13-102(c)).  
The penalty for each violation is not less than 3 years nor more than 15 years and a fine of up to \$10,000 (TCA § 40-35-111(b)(3)).

**Only the Court can change this Order:**

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

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

**This is a Court Order.**



Then "THEY" later converted the "Ex Parte" into a FULL "ORDER OF PROTECTION", though still posing absolutely NO threat to WIFE! Carelessly destroying my ability to pass preemployment background checks, while needing a JOB more than ever, to simply SURVIVE their CRUEL and INHUMANE ORDERS!

All via a FRAUDULENT AFFIDAVIT and "DEFAULT JUDGMENTS", while DEPRIVING me of ALL RIGHTS to participate in MY HEARINGS!

Further followed by an outrageous, crippling, FIVE-YEAR EXTENSION, without even mailing me a NOTICE or a MOTION! (Still to DATE!)

There is NOTHING "LEGAL" about this! It is ALL about POWER, BIAS, DISCRIMINATION, COLLUSION, CONTROL, DOMINANCE & ABUSE!

I thought that "Lady Justice" held SCALES while wearing a BLINDFOLD?

Apparently not in Williamson County Tennessee!

**I LOVED MIDDLE TENNESSEE!**

I was a hard working, honest, tax paying resident for 25-YEARS! Until the day that I first met Judge Michael W. Binkley and his close personal friend, Attorney Virginia Lee Story!

Regretfully now, I hope to NEVER step on Tennessee soil again, ever!

**3-DAYS BEFORE Wife secretly filed for Ch-13 BANKRUPTCY** (requesting to voluntarily forfeit/auction OUR HOME), without even mentioning a WORD to me!

I accidentally discovered this (from her attorney) on 6/14/2019. FIVE DAYS LATER, Wife applied for a FRAUDULENT "OP" under FALSE TESTIMONY!

I have NEVER threatened to harm her, or laid a single finger on her in anger! EVER! (While I have ZERO Arrests, Complaints, Priors, NOTHING!)

**Even though WIFE is a HIGHLY TRAINED and HEAVILY EQUIPPED firearms and self-defense EXPERT!**

She is a Licensed TN HANDGUN INSTRUCTOR, with serious military assault rifles, and over 5,000 Rnds. of ammo when she left!

Yet somehow she obtained an OP "Ex Parte" from Judge Michael W. Binkley, who just "happens" to be CLOSE PERSONAL FRIENDS with Wife's divorce attorney, Virginia Lee Story.

Welcome back to the OLD SOUTH! Let's all practice saying "YES MASTER"!

I held out good for my raccoon buddy in my hand tonight, and he touched both his cold little nose and his paw to my hand.

<https://1drv.ms/v/s!AIWYAYYGDEXasH4MLLYxg0ct2nKs>

I DID IT!!!



Apr 23, 2019

**F** OMG! raccoon!!! 😊  
Fawn Fenton (mobile) Apr 23, 2019

Was that not COOL AS HECK? I did like you told me... Trying to keep the door barely split so he didn't come inside, while taking a video with one hand, holding out the food in the other hand, trying to focus, call to him..... And you say that I can't multi-task!

I've interacted with him a ton through the glass, and a little outdoors, but that was the first time that we touched each other. He was super gentle, with his warm soft little tongue eating out of my hand, with never the slightest nip!

Apr 23, 2019

**F** Love little raccoon!! 😊  
Fawn Fenton (mobile) Apr 23, 2019





**WILLIAMSON COUNTY CHANCERY COURT, AT FRANKLIN, TN | DOCKET #48419B**  
**RE-CREATION OF EX-WIFE'S UNSIGNED PERSONAL STATEMENT ALLEGING FEAR & STALKING**  
**LOCATED IN TECHNICAL RECORD VOLUME 1, PAGE 15**

*Line Numbers Added for Reference & Strike-Through for False/Fraudulent/Misleading Claims*

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

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

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

**WILLIAMSON COUNTY CHANCERY COURT, AT FRANKLIN, TN | DOCKET #48419B**  
RE-CREATION OF EX-WIFE'S UNSIGNED PERSONAL STATEMENT ALLEGING FEAR & STALKING  
**LOCATED IN TECHNICAL RECORD VOLUME 1, PAGE 16**  
Line Numbers Added for Reference & Strike-Through for False/Fraudulent/Misleading Claims

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

(e) JUDGMENT. In pleading a judgment or decision of a domestic or foreign court, a judicial or quasi-judicial tribunal, or a board or officer, it suffices to plead the judgment or decision without showing jurisdiction to render it.

(f) TIME AND PLACE. An allegation of time or place is material when testing the sufficiency of a pleading.

(g) SPECIAL DAMAGES. If an item of special damage is claimed, it must be specifically stated.

(h) ADMIRALTY OR MARITIME CLAIM.

(1) *How Designated.* If a claim for relief is within the admiralty or maritime jurisdiction and also within the court's subject-matter jurisdiction on some other ground, the pleading may designate the claim as an admiralty or maritime claim for purposes of Rules 14(c), 38(e), and 82 and the Supplemental Rules for Admiralty or Maritime Claims and Asset Forfeiture Actions. A claim cognizable only in the admiralty or maritime jurisdiction is an admiralty or maritime claim for those purposes, whether or not so designated.

(2) *Designation for Appeal.* A case that includes an admiralty or maritime claim within this subdivision (h) is an admiralty case within 28 U.S.C. § 1292(a)(3).

(As amended Feb. 28, 1966, eff. July 1, 1966; Dec. 4, 1967, eff. July 1, 1968; Mar. 30, 1970, eff. July 1, 1970; Mar. 2, 1987, eff. Aug. 1, 1987; Apr. 11, 1997, eff. Dec. 1, 1997; Apr. 12, 2006, eff. Dec. 1, 2006; Apr. 30, 2007, eff. Dec. 1, 2007.)

**Rule 10. Form of Pleadings**

(a) CAPTION; NAMES OF PARTIES. Every pleading must have a caption with the court's name, a title, a file number, and a Rule 7(a) designation. The title of the complaint must name all the parties; the title of other pleadings, after naming the first party on each side, may refer generally to other parties.

(b) PARAGRAPHS; SEPARATE STATEMENTS. A party must state its claims or defenses in numbered paragraphs, each limited as far as practicable to a single set of circumstances. A later pleading may refer by number to a paragraph in an earlier pleading. If doing so would promote clarity, each claim founded on a separate transaction or occurrence—and each defense other than a denial—must be stated in a separate count or defense.

(c) ADOPTION BY REFERENCE; EXHIBITS. A statement in a pleading may be adopted by reference elsewhere in the same pleading or in any other pleading or motion. A copy of a written instrument that is an exhibit to a pleading is a part of the pleading for all purposes.

(As amended Apr. 30, 2007, eff. Dec. 1, 2007.)

**Rule 11. Signing Pleadings, Motions, and Other Papers; Representations to the Court; Sanctions**

(a) SIGNATURE. Every pleading, written motion, and other paper must be signed by at least one attorney of record in the attorney's name—or by a party personally if the party is unrepresented. The paper must state the signer's address, e-mail address, and telephone number. Unless a rule or statute specifically states otherwise, a pleading need not be verified or accompanied by an affidavit. The court must strike an unsigned paper unless the omission

**Rule 11**

**FEDERAL RULES OF CIVIL PROCEDURE**

is promptly corrected after being called to the attorney's or party's attention.

(b) REPRESENTATIONS TO THE COURT. By presenting to the court a pleading, written motion, or other paper—whether by signing, filing, submitting, or later advocating it—an attorney or unrepresented party certifies that to the best of the person's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances:

(1) it is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation;

(2) the claims, defenses, and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law;

(3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and

(4) the denials of factual contentions are warranted on the evidence or, if specifically so identified, are reasonably based on belief or a lack of information.

(c) SANCTIONS.

(1) *In General.* If, after notice and a reasonable opportunity to respond, the court determines that Rule 11(b) has been violated, the court may impose an appropriate sanction on any attorney, law firm, or party that violated the rule or is responsible for the violation. Absent exceptional circumstances, a law firm must be held jointly responsible for a violation committed by its partner, associate, or employee.

(2) *Motion for Sanctions.* A motion for sanctions must be made separately from any other motion and must describe the specific conduct that allegedly violates Rule 11(b). The motion must be served under Rule 5, but it must not be filed or be presented to the court if the challenged paper, claim, defense, contention, or denial is withdrawn or appropriately corrected within 21 days after service or within another time the court sets. If warranted, the court may award to the prevailing party the reasonable expenses, including attorney's fees, incurred for the motion.

(3) *On the Court's Initiative.* On its own, the court may order an attorney, law firm, or party to show cause why conduct specifically described in the order has not violated Rule 11(b).

(4) *Nature of a Sanction.* A sanction imposed under this rule must be limited to what suffices to deter repetition of the conduct or comparable conduct by others similarly situated. The sanction may include nonmonetary directives; an order to pay a penalty into court; or, if imposed on motion and warranted for effective deterrence, an order directing payment to the movant of part or all of the reasonable attorney's fees and other expenses directly resulting from the violation.

(5) *Limitations on Monetary Sanctions.* The court must not impose a monetary sanction:

(A) against a represented party for violating Rule 11(b)(2); or

# DUE TO COVID-19

I NEED to get a JOB from HOME  
Because of my Mother's Health  
Which I CAN'T DO with this STUPID OP!  
Please have the OP REMOVED and  
EXPUNGED or Start Sending Me  
SUPPORT PLEASE!

## ASTHMA, ALLERGY AND IMMUNOLOGY CENTER

S. Anne, M.D. R. Botta, M.D. I. Badr, M.D. R. Mahajan, M.D. H. Azzam, M.D.

Patient Name: Marsha Fenton  
Visit Date: 7/2/2020

Thank you very much for letting me participate in the management of Marsha Fenton, who was seen by telephone consultation on 07/02/20. Marsha states that her IgA deficiency has been stable. She denies any upper or lower respiratory tract infection. She has been following strict avoidance measures from exposing to the COVID-19 infection. She is wearing the mask. She is staying home. Her son also stays with her, who is not working at this time. She denies any fever, chills, or rigors. She denies any upper or lower respiratory tract infection.

PHYSICAL EXAMINATION: Deferred at this time since this was done by telephone consultation.

IMPRESSION: Ms. Marsha Fenton has:

1. IgA deficiency, and
2. Chronic rhinosinusitis.

RECOMMENDATIONS:

1. Marsha is prone to develop recurrent infections. Therefore, I advised her to follow strict isolation measures from exposure to COVID-19 infection.
2. Since her son stays with Marsha, I strongly recommend that her son should do his work from home since it will reduce significantly the risk of exposure of Ms. Fenton to the COVID-19 virus.
3. A follow-up appointment has been scheduled in one year but I advised her to contact me as soon as the pandemic is over for further evaluation and treatment.

Signed Electronically By Suresh Anne, MD  
Signed Date: 7/3/2020 9:16:00 AM

E-Faxed to Ravikumar Peddireddy, MD On 7/3/2020 9:16:00 AM

I've been married three times. **First Wife:** 18-20. **Second Wife:** mid-twenties, lasted 4-years. **Third & Last Wife:** 2005-2019 (WILCO Docket #48419B). For the sake of protecting their anonymity (within this document), I will call my most recent wife by a very fond, private pet name, "Tootie". (It might not sound flattering, but it originated from the greatest fondness, and was never used derogatorily!) I will refer to my second wife here, as "Previous Wife" or "Prior Wife".

*Pastors Jon & Kitty Sterns (Franklin Vineyard), Pastors Jerry & Cindy Bryant (Nashville Vineyard), Dr. Roy Hamley (Woodmont Hills Counseling Center), and [REDACTED] Tootie (Girlfriend Extraordinaire):*

## Greetings!

This started off as an introduction letter to the Sterns, as they've succeeded in learning very little about me thus far (which I'll credit to my avoidance) but I've come to a point where I want to move forward, and to be **unknown** has never been my desire. (Did I hear the Bryant's say "AHMEN"? LOL) It requires a certain fondness, or at least a willingness to read, in order to grow very close to me.

The biggest emotional/spiritual problem that I have struggled with this past year, is the **absolute inability to "balance accounts"** from my past. My past relationships with God, the Vineyard (Nashville), and my [REDACTED] Previous Wife. For that reason I've decided to also use this letter to try to put language to some of those issues, and am hoping that this will be an instrument that will help bring about closure. Jerry & Cindy – I think that there were a lot of things that were unsaid, but understood, yet I feel that I owe you a direct explanation of why I left the church, the nature of my hurts & resentments prior to leaving, the reason that now in coming back to church I have chosen the Franklin Vineyard over Nashville, and to tell you both once again that **I love you very much and truly appreciate the investment that you made into my life.**

I've decided to do this in an open format, copied to all those mentioned above, hoping **not** to cause anyone shame, or expose anyone's nakedness, but rather because I think it is important for all those addressed to understand **My Journey**, what has brought me to this point, decisions I've made and why, and how this all has impacted me thus far. Further I don't wish to speak behind anyone's back (except [REDACTED] Prior Wife for reasons that shall become obvious later on). I've included Dr. Roy Hamely in the addressing of this letter as he is a Christian Counselor who is currently working with [REDACTED] Tootie and myself, both individually and as a couple, to help aid us in moving forward. I've also copied this letter to [REDACTED] Tootie, though much of it may be hard for her to read as it pertains to my ex-wife [REDACTED] Prior Wife. I think that it is important that as we move forward together, we both are knowledgeable about what has brought us each to this point, and the struggles that we still face (individually and together) even if those struggles do not directly involve the other.

First off, in regards to the Pastoral oversight, Counseling, and Care, I give you all complete permission to speak freely with each other about me. I am largely an open book. If you have something to say, or a burden on your heart, please don't tip-toe with me, **just say it.** I seem to possess an anointing that at some point causes even the most conservative pastor to swear, in an attempt to get through to me. So I expect this. Please feel free to cuss as you must. LOL

**Please honor my request that you treat this letter with the absolute of confidentiality.** It is intended for those who are named at top and absolutely no one else.

The only REAL "evidence" in #48419B are **MY OWN WORDS**. While they refuse to even allow me to provide the CONTEXT within which they were spoken, the background and history behind them. WHY I said what I said, WHEN I said it. Or what my words were even MEANT to communicate & convey! I'm just accused of texting/emailing **TOO MUCH** (try the "block" button), labeling me an "abusive stalker". **WORDS MEAN SOMETHING!** I'm **NO MORE** of a "STALKER", **than anyone reading this is a "PEDOPHILE"**! To assassinate my character while REFUSING to HEAR my TESTIMONY & DEFENSE, is an unconscionable ABUSE OF POWER, causing me to suffer "OFFICIAL OPPRESSION" for well over 2 years now!

# Contents:

(It's a bad sign when a letter has a "Table of Contents".)

- 1 Intro
- 2 Contents
- 3 Father – Adolescents – Vegas
- 4 Meet the Vineyard (Nashville)
- 5 The Sweat Shop
- 6 **Met Prior Wife**
- 7 Marriage [REDACTED]
- 8 [REDACTED]
- 9 True Love
- 10 [REDACTED]
- 11 Father vs. Husband
- 12 Different Journeys
- 13 [REDACTED]
- 14 Love / Hate Relationship
- 15 [REDACTED]
- 16 Dear Jeff
- 17 [REDACTED]
- 18 Purging the **Prior Wife** Files
- 19 [REDACTED]
- 20 Divorced **Previous Wife**
- 21 [REDACTED]
- 22 I'm never going to know! – Seeking Counsel
- 23 The Prophecy
- 24 Why did I leave the Vineyard (Nashville)?
- 25 Hurts and Resentments
- 26 Vineyard Mass Exodus
- 27 In Steps **Tootie**
- 28 **Tootie** Meets God
- 29 Walking Through Doors - Conclusion

It may be UNUSUAL to be so verbose, but everyone is different, there is certainly no crime in that! I have been a WRITER who best communicates through writing since my TEENS! That is my FIRST AMENDMENT RIGHT! It is how I'm wired! How I personally process life and communicate most effectively. "Tootie" knew that when we met, long before we ever got married.

*My writing has by far attracted more women in my life than any other quality about me. Many women find my intense honesty, vulnerability, and sincerity, combined with my ability to articulate it, to be rare and something which they are attracted to, and/or can deeply RELATE with!*

Most of my life writing has been my most applauded strength and "gift". I've helped change policies throughout the State of Tennessee, before with this "gift". I've been thanked by governors, senators, mayors, given a special award... Often (if not USUALLY), Tootie EDITED my writing for grammar, punctuation, spelling, and overall content. Tootie showed little dislike for my writing, until she LEFT me, and it reminded her of the TRUTH, which we had both experienced together. Our promises to each other, while I tried to persuade her onto a healthier path for herself.

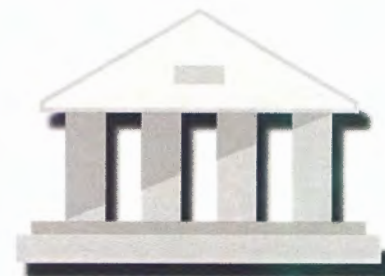
NEVER ONCE, in 15-YEARS, had I heard the word "ABUSE" or "Emotional Abuse" from "Tootie", until she secretly met with her first DIVORCE ATTORNEY! We walked very closely with numerous counselors, mentors, pastors, leaders in our lives, we have worked through several of our OWN issues and relational challenges. Yet NEVER ONCE was I remotely accused of "abusing" my beloved "Tootie" in ANY WAY, SHAPE or FORM! (Such claims are no less than litigious terrorism!)

The point of me sharing this document with the Court is not the CONTENT, it is the VERBOSITY, the BULK OF WRITTEN CONTENT, a THIRTY-PAGE written letter PRIOR to marriage - where there were no secrets, all the cards were ALWAYS on the table (at least from my end)! This also shows the level of AUTHENTICITY, HONESTY, OPENNESS, TRANSPARENCY, VULNERABILITY, and the level of ACCOUNTABILITY that I've walked in for DECADES! This is WHO I AM! Regardless of what those with an agenda pretend or claim!

I have a LIFETIME of EVIDENCE proving MY IDENTITY! I belonged to writers groups at church. I founded NashvilleChristian.com, as I met with church leaders throughout the mid-state. Twice I was a guest on local radio programs. While I designed, administered and managed the website and fax service prior, for over a decade. I also served as Tootie's SOUND BOARD. She shared and bounced everything off of me, DAILY, while I helped her and her company in any way that I could! I communicated with Tootie probably 5-25 times per day on average, via texts, emails and phone calls. We were connected at the hip, and together a force to be reckoned with! (This was as much by HER will as it was by MINE!) We were a TEAM!

Unfortunately, our greatest strengths are often our greatest weakness, when our lives enter into a state of trauma. (Hence, I do regret some things that I've said and done.) Yet REALITY is NOTHING as has been fraudulently claimed, to bind and discard me, without cost or consequence.

PLEASE STRIKE & EXPUNGE THE "DEFAULT ORDER OF PROTECTION" ORDERED BY WILLIAMSON CHANCERY ON 10/21/2019 AND THEN EXTENDED FOR FIVE-MORE YEARS, WITHOUT NOTICE OF MOTION! I HAVE NEVER EVEN BEEN ALLOWED TO PARTICIPATE IN A HEARING TO DEFEND MYSELF! DESPITE PROMISES ON COURT RECORD 8/29/2019, TO ALLOW ME TO PARTICIPATE BY PHONE, KNOWING CHANCERY HAD FORCEFULLY RENDERED ME HOMELESS AND I NEEDED TO IMMEDIATELY RELOCATE TO MICHIGAN, HAVING NO OTHER PROVISION FOR SHELTER, FOOD, OR SURVIVAL IN TENNESSEE! WHILE ONCE THE FRAUD AND FALSE TESTIMONY USED TO MANIPULATE THE COURT IS REMOVED, THE ONLY REMAINING "GROUNDS" ARE ELECTRONIC COMMUNICATIONS WITH NO PHYSICAL THREATS OR DANGER!



**TEXT MESSAGES FROM WIFE'S INITIAL "DIVORCE ANNOUNCEMENT" TO ME, ON MARCH 13TH, 2018.**

**WIFE'S "FEAR" WAS ENTIRELY BASED UPON HER BELIEF ABOUT WHAT WAS "UNDERSTANDABLE" IN HER OPINION! NOT ANYTHING I EVER DID!!!**

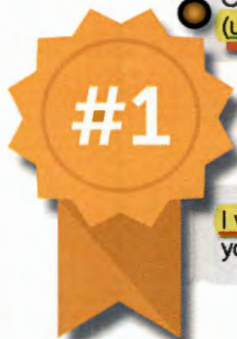
WHAT WIFE NEEDED WAS MENTAL AND PHYSICAL HELP FOR MENOPAUSE, NARCOLEPSY, AND CHRONIC DEPRESSION. WHAT SHE GOT INSTEAD WAS HELP COMMITTING MULTIPLE COUNTS OF FRAUD, WHICH COMPOUNDED HER STRESS & QUICKLY DETERIORATED HER HEALTH EVEN MORE!

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

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

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

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



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

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

Regardless of what people can "GET AWAY WITH" legally, it is CRUEL, INHUMAN, and down right UN-AMERICAN to DEPRIVE a person of their CONSTITUTIONAL RIGHTS and/or Hinder their most Basic Need and Ability to SUPPORT Themselves and their Family, by ANY legal means available to anyone else.

Based entirely upon someone else's unfounded concerns due to the Damages which THEY SECRETLY PLANNED TO CAUSE, with NO HISTORY of Violence, Arrests, or SERIOUS RISK of PHYSICAL DANGER, short of charging the individual with a CRIME and providing them with FULL EQUAL AND DUE PROCESS OF LAW!

The DEPRIVATION OF RIGHTS for Convenience and Arbitrary Power is "ABSURD, SLAVISH, AND DESTRUCTIVE OF THE GOOD AND HAPPINESS OF MANKIND." (Article I, Section 2) of the CONSTITUTION OF THE STATE OF TENNESSEE!

**THIS WAS A WHOLE YEAR BEFORE ATTORNEY STORY WAS HIRED, WITHOUT A SINGLE "INCIDENT", "THREAT" OR "DANGER" OF ANY SORT! WIFE INVITED ME OVER I BROUGHT HER GIFTS, SHE WANTED TO REMAIN FRIENDS AFTER DIVORCE!**

I PRAY THAT THE WILLIAMSON COUNTY CHANCERY COURT OPERATE FAIRLY, WITH THE WELLBEING OF ALL CITIZENS TREATED EQUALLY, AS REQUIRED IN THE CONSTITUTION OF THE GREAT STATE OF TENNESSEE. THAT MY FREEDOM, MY NAME, AND MY REPUTATION, BE RESTORED, HAVING COMMITTED NO CRIME. SO THAT I CAN PASS A BACKGROUND CHECK AND GET A JOB TO SUPPORT MYSELF, AS I DESPERATELY NEED, OR THAT A FULL CRIMINAL INVESTIGATION BE LAUNCHED INTO THE DEPRIVATION OF BOTH MY RIGHTS AND MY PROPERTY!



# CONSTITUTION ANNOTATED

Analysis and Interpretation of the U.S. Constitution

## Amdt5.4.4.2.1 Deprivations of Liberty

### Fifth Amendment:

*No person shall be held to answer for a capital, or otherwise infamous crime, unless on a presentment or indictment of a Grand Jury, except in cases arising in the land or naval forces, or in the Militia, when in actual service in time of War or public danger; nor shall any person be subject for the same offence to be twice put in jeopardy of life or limb; nor shall be compelled in any criminal case to be a witness against himself, nor be deprived of life, liberty, or property, without due process of law; nor shall private property be taken for public use, without just compensation.*

With respect to liberty interests, the Court has followed a similarly meandering path. Although the traditional concept of liberty was freedom from physical restraint, the Court has expanded the concept to include various other protected interests, some statutorily created and some not.<sup>1</sup> Thus, in *Ingraham v. Wright*,<sup>2</sup> the Court unanimously agreed that school children had a liberty interest in freedom from wrongfully or excessively administered corporal punishment, whether or not such interest was protected by statute. “The liberty preserved from deprivation without due process included the right ‘generally to enjoy those privileges long recognized at common law as essential to the orderly pursuit of happiness by free men.’ . . . Among the historic liberties so protected was a right to be free from, and to obtain judicial relief for, unjustified intrusions on personal security.”<sup>3</sup>

The Court also appeared to have expanded the notion of “liberty” to include the right to be free of official stigmatization, and found that such threatened stigmatization could in and of itself require due process.<sup>4</sup> Thus, in *Wisconsin v. Constantineau*,<sup>5</sup> the Court invalidated a statutory scheme in which persons could be labeled “excessive drinkers,” without any opportunity for a hearing and rebuttal, and could then be barred from places where alcohol was served.

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



## **FAWN T. FENTON**

1986 Sunny Side Drive, Brentwood, Tennessee 37027

Email: fawn.fenton@live.com

Tel: (615) 333-7377

---

*Self-Defense Handgun Instructor*

### **CERTIFICATIONS & AFFILIATIONS**

- **NRA Certified Basic Pistol Instructor**
- **Tennessee Department of Safety Concealed Carry Instructor**
- **Front Sight Firearms Training Institute Handgun Instructor, Pahrump, NV**
- **CCWP Instructor at The Range Incorporated, Centerville, TN**
- Nashville Police Department, Citizens Police Academy, Spring 2009
- Mount Juliet Police Department, Citizens Police Academy, Spring 2004
- Member of the NRA since 2004, Life Member since 2012
- Certified Trainer with NRA "Refuse to Be a Victim" Program
- Member of the United States Practical Shooting Association since 2003

---

### **TRAINING**

- Front Sight Firearms Training Institute, 4-Day Practical Rifle (FN-FAL & AR15), January 2018
- Front Sight Firearms Training Institute, 4-Day Defensive Handgun, March 2013
- Front Sight Firearms Training Institute, 4-Day 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

- Front Sight Firearms Training Institute, 4-Day Defensive Handgun, October 2003
  - The Range Incorporated, Advanced Handgun I, April 2003
  - The Range Incorporated, State Concealed Carry Course, February 2003
  - Front Sight Firearms Training Institute, 4-Day Defensive Handgun, October 2002
- 

## REFERENCES

JOHN HUTCHERSON ■ Owner, The Range Inc. Instructor, DCSO Correctional Officer  
T: (615) 662-6815, Nashville, TN [therange@bellsouth.net](mailto:therange@bellsouth.net)

RICK MORELLO ■ Front Sight Firearms Operations Manager, Instructor  
T: (800) 987-7719, Pahrump, NV [morello@frontsight.com](mailto:morello@frontsight.com)

MARK DAVENPORT ■ Brother, U.S. Marine Veteran  
T: (949) 565-6204, Lake Forest, CA [mark.davenport@live.com](mailto:mark.davenport@live.com)








## Fawn's Ammunitions: Taken During Separation

**TOTAL ESTIMATED VALUE: \$1,993.41**

 Fawn T. Fenton

 [Redacted]

 [Redacted]

Item #	Make / Model	Item / Description	Bullet Weight (Grains)	Muzzle Velocity (FPS)	Bullet Style	Serial Number / ID Number	Date Purchased
1	Federal American Eagle (XM193)	5.56 x 45mm	55	3,165	FMJ	Case UPC: 50029465094602	11/7/2016
2	Federal American Eagle (AE223)	.223 REM	55	3,240	FMJ-BT	Box UPC: 029465084820	2/4/2005
3	PMC Bronze (308B)	7.62 x 51mm (.308 WIN)	147	2,780	FMJ-BT	Case UPC: 20741569060282	11/8/2016
4	Hornady TAP (#80968)	7.62 x 51mm (.308 WIN)	168	2,700	TAP FPD	Box UPC: 090255809688	11/8/2016
5	Federal American Eagle (AE40R3)	.40 S&W Target	165	1,130	FMJ	Case UPC: 50029465092813	11/7/2016
6	CCI Blazer Brass (5210) A-08-K-23	.40 S&W Target	165	Unknown	FMJ	Box UPC: 076683052100	2/4/2005
7	Federal Premium HST LE (P40HST1)	.40 S&W Tactical	180	1,010	JHP	Box UPC: 029465094454	11/8/2016
8	Federal American Eagle (AE9AP)	9mm LUGER	124	1,150	FMJ	Box UPC: 029465088569	2/11/2010
9	Federal Premium HST LE (P9HST2)	9mm LUGER Tactical	147	1,000	JHP	Box UPC: 029465094447	11/8/2016
10	Federal Classic HI-SHOK (C38J)	.38 SPECIAL +P	125	950	JSP	Box UPC: 029465092955	Unknown
11	Miscellaneous Ammo Boxes	.40 Federal   .22 CCI   .223 Winchester	Misc	Misc	Misc	Misc	Unknown
<b>TOTALS</b>		<b>INVENTORY ITEMS: 11</b>					

**COUNTED, SIGNED-FOR, AND TAKEN BY FAWN ON 5/1/2018**





**INVENTORY DATE: 5/1/2018**

Insurance company: Donegal Insurance Group  
 Insurance company phone: (800) 877-0600  
 Policy number: HOC 8115950  
 Insurance agent: Will & Anna Lima Montgomery (Montgomery & Assoc.)  
 Insurance agent phone: (615) 829-8457  
 Insurance agent address: 1730 General George Patton Dr, #212, Brentwood, TN 37027

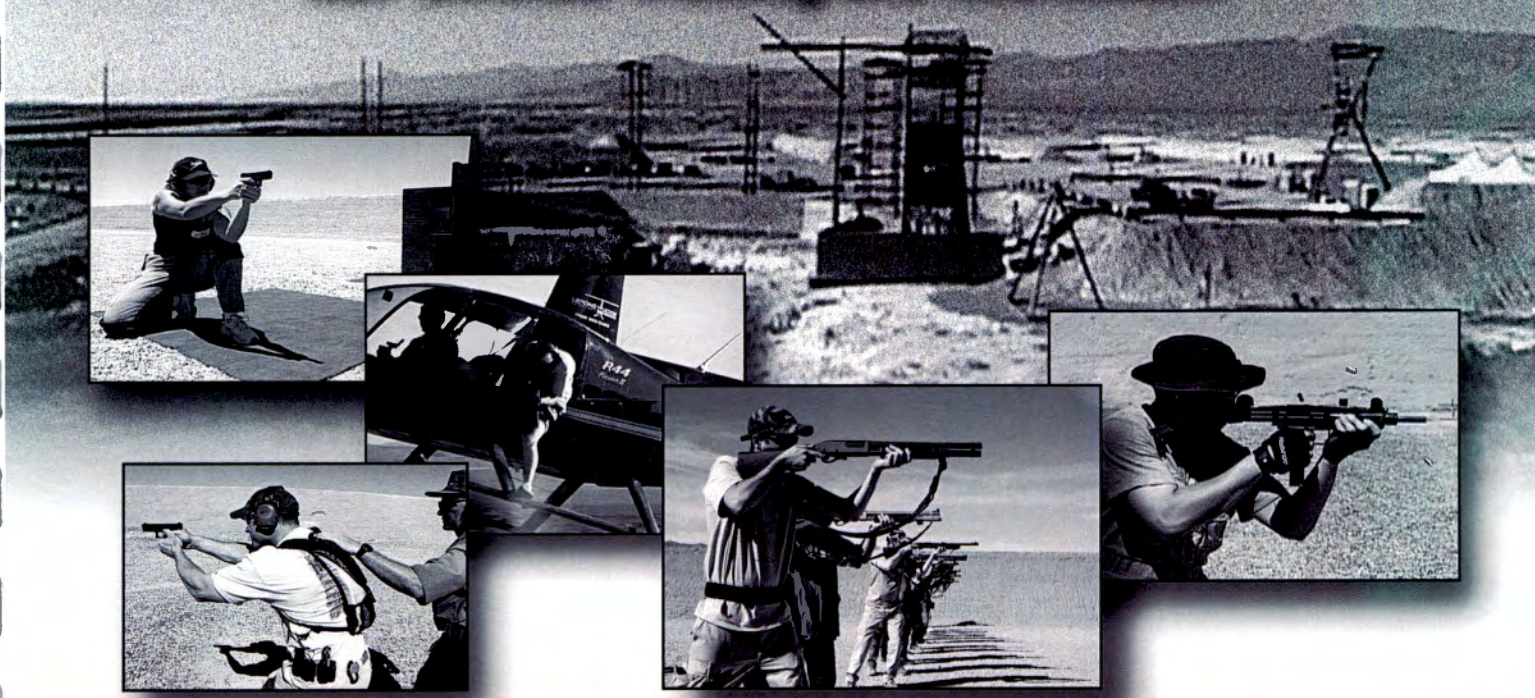
Where Purchased	Quantity Purchased	Purchase Price	Price per Round	Date	Counted	Quantity Counted	Estimated Current Value	Notes
SportsmansGuide.com	1,000	\$372.38	\$0.37	5/1/2018	1,000	1,000	\$372.38	2x 500 Round Cases (25 Boxes of 20 Rounds Each)
AmmoMan.com	1,000	\$219.00	\$0.22	5/1/2018	780	780	\$170.82	39 Boxes of 20 Rounds
SportsmansGuide.com	1,000	\$645.98	\$0.65	5/1/2018	1,000	1,000	\$645.98	2x 500 Round Cases (25 Boxes of 20 Rounds Each)
SportsmansGuide.com	100	\$132.95	\$1.33	5/1/2018	100	100	\$132.95	5 Boxes of 20 Rounds
SportsmansGuide.com	1,000	\$326.78	\$0.33	5/1/2018	300	300	\$98.03	6 Boxes of 50 Rounds Each
AmmoMan.com	1,000	\$179.00	\$0.18	5/1/2018	700	700	\$125.30	14 Boxes of 50 Rounds
AmmoMan.com	300	\$234.00	\$0.78	5/1/2018	50	50	\$39.00	1 Box of 50 Rounds
AmmoMan.com	1,000	\$289.00	\$0.29	5/1/2018	550	550	\$158.95	11 Boxes of 50 Rounds
AmmoMan.com	100	\$90.00	\$0.90	5/1/2018	100	100	\$90.00	2 Boxes of 50 Rounds
Unknown	500	\$125.00	\$0.25	5/1/2018	380	380	\$95.00	19 Boxes of 20 Rounds (Guessed at Pricing)
Unknown	220	\$65.00	\$0.30	5/1/2018	220	220	\$65.00	Fed = 50 Rounds   CCI = 150 Rounds   Win = 20 Rds
		<b>\$2,679.09</b>				<b>5,180</b>	<b>\$1,993.41</b>	



# Front Sight's 23 Year Anniversary!

## 2019 Schedule of Courses

**Front Sight Offers You the World's Premier Facility and the Finest Instructional Staff in the Industry for Self Defense Training and Recreation!**



*Spend an exciting weekend at Front Sight and leave with the skills to safely protect yourself and your family.*

*Firearms, Edged Weapons, and Empty Hand Defense courses taught by personable, real-world instructors who will dramatically elevate your skills and bring out the best in you... Guaranteed!*

*All courses open to private citizens and law enforcement alike.*



Las Vegas, Nevada 1.800.987.7719 [www.frontsight.com](http://www.frontsight.com)









# STATE CERTIFIED HANDGUN INSTRUCTOR

Awarded to

*Fawn T. Fenton*

ID # 197 / 30 / 1220

Presented by

**Tennessee Department of Safety**

Issued 5/8/12 Expires 8/15/15

*Fawn T. Fenton*

Program Director

*Ben Murr*

Commissioner

SF-1106









**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](http://nrainstructors.org).

**National Rifle Association Credentials**

**FAWN T. FENTON**

*Instructor*  
**Certified Pistol**



**New ID Card Enclosed**

**FAWN T. FENTON  
1986 SUNNY SIDE DR  
BRENTWOOD, TN 37027-5404**

*Edward J. Land, Jr.*  
Edward J. Land, Jr., Secretary

**NRA # 137202242  
Expires: 8/31/2016**

Not valid for conducting NRA Law Enforcement or NRA Security Officer Training Courses.

Detach card and carry in wallet. This appointment is valid until the date shown. Prior to the expiration date on this card you will be given an opportunity to renew. Be sure to return the renewal application promptly when it comes.

**New ID Card Enclosed**

8/6/2013 15:12:04

o





# National Rifle Association of America

## Certificate of Membership

*This certifies that*

**Fawn Fenton**

*has fulfilled the requirements of a*

**Life Member**

*as set forth in the bylaws of the Association*

*Date* April 26, 2012 *National Rifle Association*

*Way Le Pini*  
Executive Vice-President



OPERATIONS REPORT

1. AGENCY WILLIAMSON COUNTY SHERIFF'S OFFICE		2. PERSON RECEIVING COMPLAINT 2265 - Dep. Warren P. Cagle		3. DATE/TIME RECEIVED 04/22/2018 21:29 24 HR. CLOCK		5. TIME ARRIVED 21:38		7. CASE NUMBER 2018-9643	
4. TIME DISPATCHED 21:29		6. TIME COMPLETED 22:25							
8. NATURE OF INCIDENT DOMESTIC-VERBAL - Event #1804060888									
9. LOCATION OF INCIDENT 1986 Sunnyside Drive, Brentwood, TN 37027						LOCATION CODE 01	REPORTING ZONE 1	DISPATCH ZONE/SECTION 1	
						PATROL ZONE/GRID 1		OTHER ZONE/BEAT	
10. VICTIM COMPLAINANT ACCUSED VEHICLE Fenton, Fawn Tiffany - 1986 Sunnyside Drive, Brentwood, TN 37027									
11. ACTION TAKEN On 04/22/2018, at approximately 2138 hours I arrived at 1986 Sunnyside Drive, Brentwood, Tennessee, in reference to a Verbal Domestic call. Once on scene, I made contact with the complainant, Mrs. Fawn Tiffany Fenton. Mrs. Fenton she had informed her husband, Mr. Jeffery R. Fenton that she wanted a divorce. This led to a verbal dispute between Mr. And Mrs. Fenton. Mrs. Fenton felt unsafe as the argument escalated and contacted law enforcement. I spoke to both parties involved and concluded that the dispute was verbal only. Mrs. Fenton voluntarily elected to gather some belongings and go stay with a friend for a few days.									
<p>FAWN CAME BACK TO THE HOUSE THE NEXT DAY, BY HERSELF, TO PICK-UP BUNNY HAY + WOOD CHIPS, PERFECTLY CALM, WHICH SHE COULD HAVE PURCHASED FROM ANY PET SUPPLY STORE FOR \$15.00. I CALMLY HELPED HER CARRY IT TO THE CAR, ASSISTING WITH ANYTHING ELSE SHE WANTED TO TAKE. THERE WAS NO FRICTION BETWEEN US, HER MIND WAS OBVIOUSLY MADE UP, I UNDERSTOOD AND ACCEPTED IT. I HELPED FAWN AS MUCH AS POSSIBLE, FOR THE MONTHS TO COME, AS SHE SLOWLY MOVED.</p>									
12. CLASSIFICATION <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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**The Sign Center**  
 7107 Crossroads Blvd., Suite 104  
 Brentwood, TN 37027  
 ph.: 615-377-0148  
 fax.: 615-377-4742  
 email: [Dave@TheSignCenterUSA.com](mailto:Dave@TheSignCenterUSA.com)

**Invoice: 37535**

# Invoice

Description: **custom routed shape Trespassing sign**  
 Customer: Jeff Fenton ph:  
 Fenton, Jeff  
 Salesperson: email:

Product	Font	Qty	Sides	Height	Width	Unit Cost	Item Total
1	ALUM .080 (Pre Cut)	2	1	36	24	\$217.50	\$435.00

Color: custom on custom  
 Description: Aluminum (.080) Sign  
 Text:

**Payments Received (thank you)**

Date	Amount	Payment Method	Tracking Number
8/28/2017 4:44:04PM	\$275.24	Cash	
8/3/2017 3:22:37PM	\$200.00	Cash	
<b>Total Payments:</b>	<b>\$475.24</b>		

**WIFE did the DESIGN Work for these Signs at her Work, using their CAD Architectural Software. Then I helped her with the graphics. This was a JOINT PROJECT, installed around 8/28/2017. Costing over \$500 with Hardware. There was NO PLANS for a DIVORCE when these Signs were Designed, Purchased, & installed! These looked NICE! WIFE Moved out on April 22nd 2018, 16 MONTHS LATER. It had NOTHING to do with these signs!**

Other Payments: \_\_\_\_\_  
 Form of Payment / Amount / Initials

Notes:

Ordered: 8/3/2017 3:16:38PM  
 PickedUp: 8/28/2017 4:34:16PM  
 Printed: 8/28/2017 4:44:45PM  
 Status: Closed

Line Item Total:	\$435.00
Subtotal:	\$435.00
Taxes:	\$40.24
<b>Total:</b>	<b>\$475.24</b>
<b>Total Payments:</b>	<b>\$475.24</b>
<b>Balance Due:</b>	<b>\$0.00</b>

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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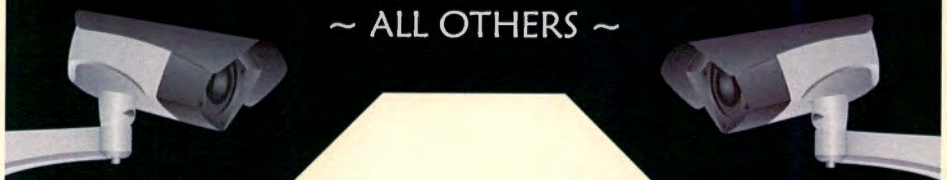


# FENTON RESIDENCE

## 1986 Sunny Side Drive

INVITED FRIENDS & WILDLIFE WELCOME!

~ ALL OTHERS ~



# NO TRESPASSING

(U.S. Const. amend. IV / T.C.A. §§ 39-14-405--39-14-407)

DELIVERIES: Please Leave at the Garage.

VISITORS: Confirmed Appointment Required in Advance.

EMERGENCIES: Ambulance & Fire Services Permitted to Protect Life and Property.

## ALL OTHER IMPLIED LICENSE TO ENTER IS HEREBY REVOKED.

## NO ENTRY to LAW ENFORCEMENT

or government representatives, except when responding to an alarm or distress call from within this residence.

✦ “Knock-and-Talk” is expressly Forbidden. ✦

▶ Please Don't Proceed Past the Ditch ◀  
unless invited onto this property by the owners, or meeting the conditions above.

WHY SO VERBOSE? See what TN COURTS have DONE: [www.TennesseeTrespassing.com](http://www.TennesseeTrespassing.com)

**Audio & Video Surveillance in Use:**  
BY Entering YOU AUTHORIZE the USE of ANY Media Captured of you, for ANY PURPOSE, + YOU AGREE to Indemnify and Hold Harmless the Fentons (property owners) of ALL Claims.

**Violators will be Held Socially & Legally Accountable.**  
through ANY Media Channel or Publication, both Online and Otherwise, and IF you do NOT AGREE to the Foregoing, Please do NOT ENTER this Property.

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# NEW Signage Installed



**FENTON RESIDENCE**  
1986 Sunny Side Drive

INVITED FRIENDS & WILDLIFE WELCOME!  
~ ALL OTHERS ~

**STOP**

**NO TRESPASSING**  
(U.S. Const. amend. IV / T.C.A. §§ 39-14-405--39-14-407)

**DELIVERIES:** Please Leave at the Garage.  
**VISITORS:** Confirmed Appointment Required in Advance.  
**EMERGENCIES:** Ambulance & Fire Services Permitted to Protect Life and Property.

**ALL OTHER IMPLIED LICENSE TO ENTER IS HEREBY REVOKED.**

**NO ENTRY to LAW ENFORCEMENT**  
*At all times, except in emergencies, no person shall enter the premises of any private individual without the consent of the individual.*  
◆ "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.

**WITNESS SERVICES:** See other SIGNAGES from WITNESS - www.Trustware.com

**Audio & Video Surveillance in Use:** Visitors will be Fined Seditiously & Legally Accountable.  
Please do not trespass on this property. See other SIGNAGES from WITNESS - www.Trustware.com



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https://www.canstockphoto.com/deer-family-9892059.html

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Deer Family



Vector black and white illustration of deer family, mother feeding cattle.

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The deer drawn on a maple leaf



vector illustration of beauty deer family silhouette with sunset...



Cartoon illustration of a deer family Fathe...



Set of Deer fa-vec or, illustr...

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<input type="radio"/> Medium JPEG	1600x1327 px	- 300 dpi		\$6.00
<input type="radio"/> Large JPEG	3000x2488 px	- 300 dpi		\$7.00
<input type="radio"/> X-Large JPEG	4000x3318 px	- 300 dpi		\$8.00
<input checked="" type="radio"/> EPS Vector	Scalable to any size			\$12.00

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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

csp9892059 uploaded on 2012-06-15.

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- group illustration isolated mammal
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**Jeff Fenton**

---

**From:** Fawn Fenton  
**Sent:** Sunday, July 23, 2017 7:51 PM  
**To:** Fawn Fenton; Jeff Fenton  
**Subject:** deer graphics for sign

<http://www.canstockphoto.com/deer-family-9892059.html>

<http://www.canstockphoto.com/whitetail-deer-silhouettes-4347808.html>

Sent from [Mail](#) for Windows 10

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**Jeff Fenton**

---

**From:** Fawn Fenton <ffenton@[REDACTED]architects.com>  
**Sent:** Wednesday, August 2, 2017 11:11 AM  
**To:** Jeff Fenton  
**Subject:** RE: TN Code (Combining Lines)

Thanks!

---

**From:** Jeff Fenton  
**Sent:** Wednesday, August 02, 2017 9:59 AM  
**To:** Fawn Fenton <ffenton@[REDACTED]architects.com>; Fawn Fenton  
**Subject:** RE: TN Code (Combining Lines)

<http://www.tennesseedefenselitigation.com/BlogEntry.aspx?id=37>

T.C.A. §§ 39-14-405--39-14-407

**JEFF FENTON**  
**METICULOUS.TECH**  
(615) 837-1300 OFFICE  
(615) 837-1301 MOBILE  
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---

**From:** Jeff Fenton  
**Sent:** Wednesday, August 02, 2017 9:43 AM  
**To:** Fawn Fenton <ffenton@[REDACTED]architects.com>  
**Subject:** RE: TN Code (Combining Lines)

Looks like it would be like this: T.C.A. §§ 39-14-405 to 39-14-407

Based on this example: N.D.C.C. §§ 11-01-09, 11-01-11, 11-01-15 to 11-01-19.

From this webpage: <https://www.ndcourts.gov/court/citation/III.A.htm>

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---

**From:** Fawn Fenton [[mailto:ffenton@\[REDACTED\].architects.com](mailto:ffenton@[REDACTED].architects.com)]  
**Sent:** Wednesday, August 02, 2017 9:29 AM  
**To:** Jeff Fenton  
**Subject:** RE: TN Code (Combining Lines)

I have spent 10-15 minutes searching online, and I still don't know the answer to this... I will have to look at it later this afternoon.  
Sorry!

---

**From:** Jeff Fenton  
**Sent:** Wednesday, August 02, 2017 9:07 AM  
**To:** Fawn Fenton <[ffenton@\[REDACTED\].architects.com](mailto:ffenton@[REDACTED].architects.com)>; Fawn Fenton  
**Subject:** TN Code (Combining Lines)

Lovie,

How would this be expressed:

- T.C.A. § 39-14-405
- PLUS
- T.C.A. § 39-14-406

How would that be combined and denoted?

T.C.A. § 39-14-405, 406?

I need the line to be a little longer to justify with all the other lower lines. ☺

Gracias!

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**Jeff Fenton**

---

**From:** Fawn Fenton <ffenton@[REDACTED]architects.com>  
**Sent:** Wednesday, August 2, 2017 6:13 PM  
**To:** Jeff Fenton  
**Subject:** RE: Very Minor Change in Dimensional PDF WITH BLEED  
**Attachments:** Jeffy Sign\_Bleed Dimensions.pdf

Ok here it is

---

**From:** Jeff Fenton  
**Sent:** Tuesday, August 01, 2017 10:50 PM  
**To:** Fawn Fenton <ffenton@[REDACTED]architects.com>; Fawn Fenton  
**Subject:** Very Minor Change in Dimensional PDF WITH BLEED

Hello Lovie,

Can you please make just one minor change for me of the ONE dimensional PDF, which includes the BLEED?

I'd like to change the LABEL on the bottom of the page:

- FROM: "DIMENSIONS OF PRINT COPY WITH BLEED"
- TO: "DIMENSIONS OF OVERPRINT COPY WITH 1/4" BLEED"

Exactly as quoted above please! I know that I gave you the wording last time, but in working on this I've remembered that the term "overprint" is what is commonly referred to as the copy WITH Bleed, and that it would be helpful to specify the exact amount of bleed used throughout.

That is the ONLY change. Please just the highlighted text above (without the highlight), replacing the label at the bottom of the sheet.

Everything else is PERFECT!

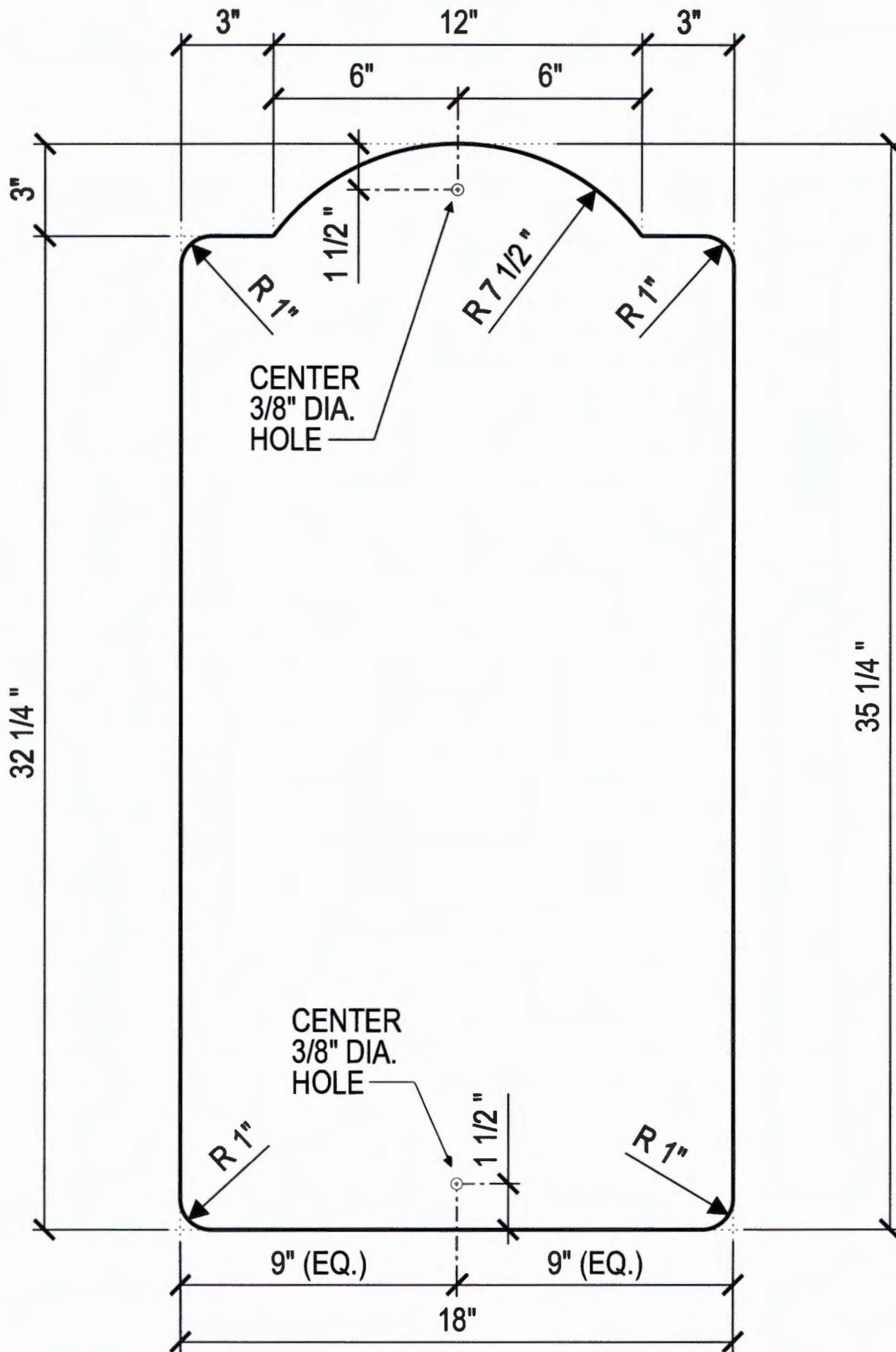
THANKS LOVIE!!!

**JEFF FENTON**  
**METICULOUS.TECH**  
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DIMENSIONS OF FINISHED SIGN (METAL PLATE)

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**Jeff Fenton**

---

**From:** Fawn Fenton <ffenton@[REDACTED]architects.com>  
**Sent:** Monday, July 31, 2017 9:11 PM  
**To:** Jeff Fenton  
**Subject:** RE: Sign PDFs  
**Attachments:** Jeffy Sign\_Master.dgn

CAD File Master.....

---

**From:** Fawn Fenton  
**Sent:** Monday, July 31, 2017 8:06 PM  
**To:** 'Jeff Fenton'  
**Subject:** RE: Sign PDFs

Again...

---

**From:** Fawn Fenton  
**Sent:** Monday, July 31, 2017 7:47 PM  
**To:** 'Jeff Fenton'  
**Subject:** RE: Sign PDFs

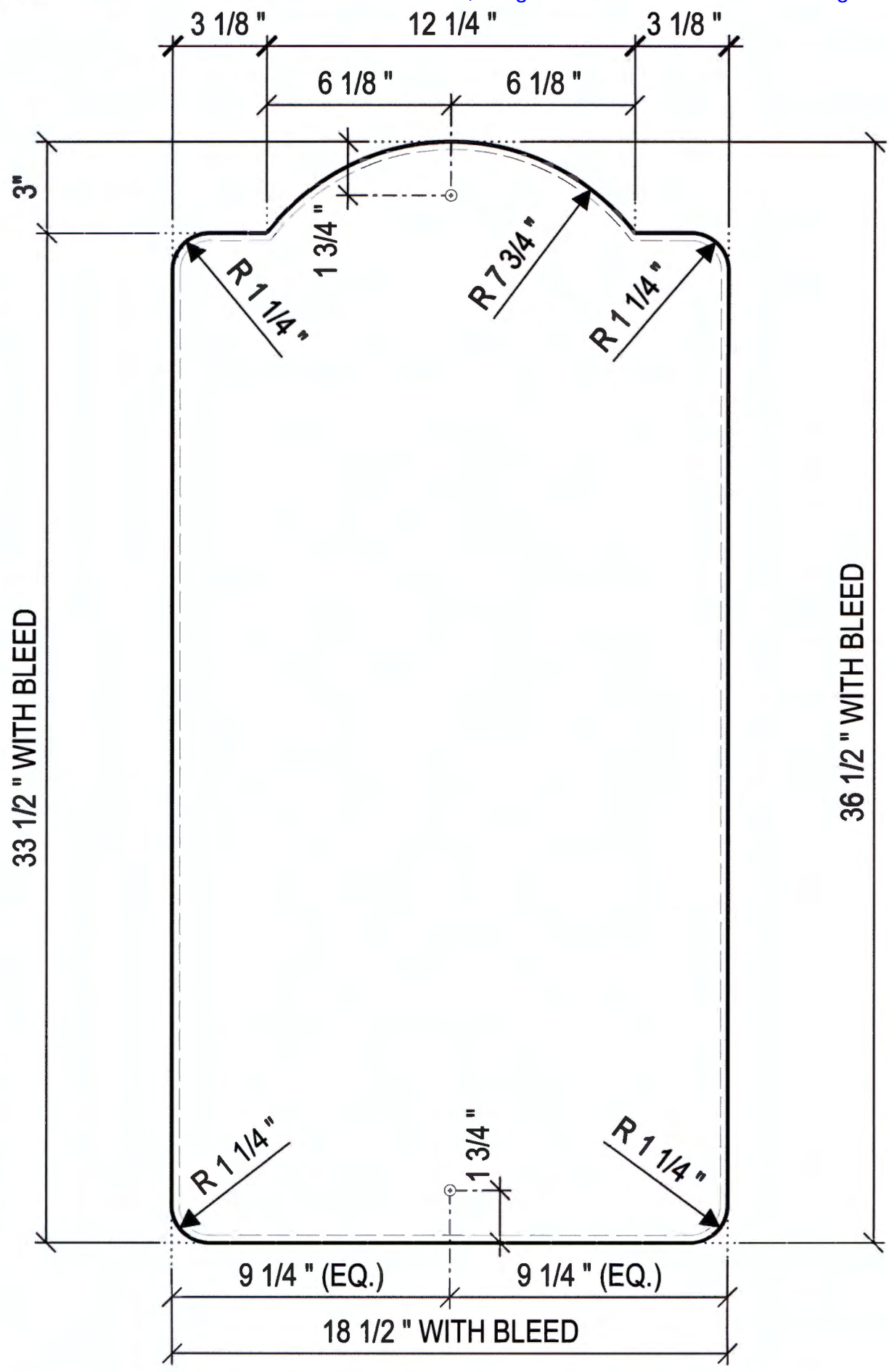
Revised again....

---

**From:** Fawn Fenton  
**Sent:** Monday, July 31, 2017 7:41 PM  
**To:** 'Jeff Fenton'  
**Subject:** Sign PDFs

Revised PDFs....

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DIMENSIONS OF OVERPRINT COPY WITH 1/4" BLEED

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## Jeff Fenton

---

**From:** Fawn Fenton <ffenton@[REDACTED]architects.com>  
**Sent:** Friday, July 28, 2017 3:30 PM  
**To:** Jeff Fenton  
**Subject:** RE: Sign!  
**Attachments:** Jeffy Sign2.dgn

Here's the Microstation file, just in case.

---

**From:** Jeff Fenton  
**Sent:** Friday, July 28, 2017 2:24 PM  
**To:** Fawn Fenton <ffenton@[REDACTED]architects.com>  
**Subject:** RE: Sign!

Cool! So that is the v2000, right?

Can you send me the microstation master just to have, or have changes been made in the AutoCad version, where it is now the working master?

**JEFF FENTON**  
**METICULOUS.TECH**  
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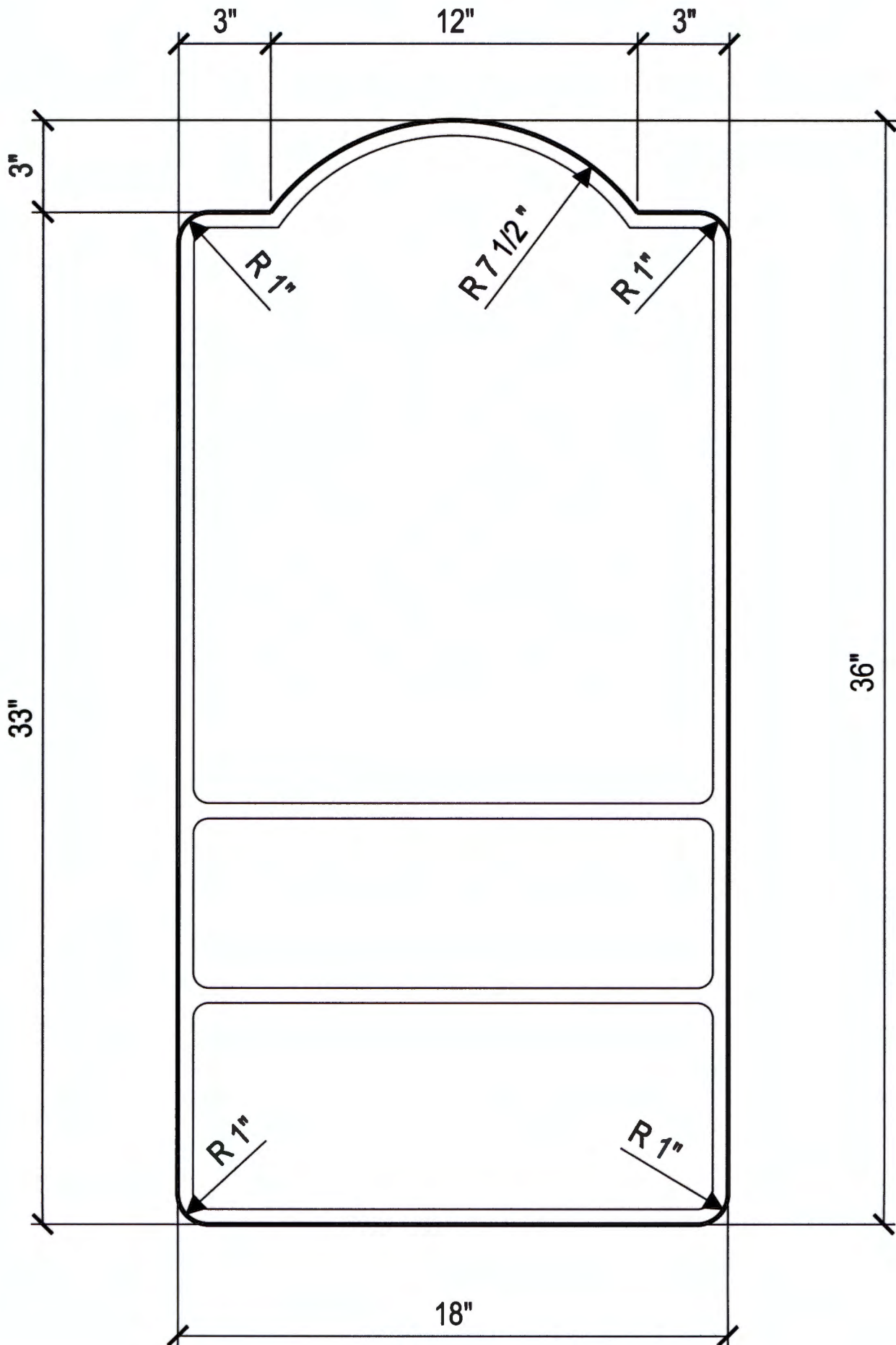
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---

**From:** Fawn Fenton [[mailto:ffenton@\[REDACTED\]architects.com](mailto:ffenton@[REDACTED]architects.com)]  
**Sent:** Friday, July 28, 2017 2:21 PM  
**To:** Jeff Fenton  
**Subject:** Sign!

Whee.... Autocad finally came up!  
I changed the layer names to be descriptive of exactly what they are. I added a layer for the 1/4" outside bleed lines. Let me know if this isn't what you wanted.

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## Jeff Fenton

---

**From:** Fawn Fenton <ffenton@[REDACTED]architects.com>  
**Sent:** Wednesday, July 26, 2017 6:48 PM  
**To:** Jeff Fenton  
**Subject:** FW: Hikvision Video Surveillance | Scheduling a Lunch & Learn

Heh, FYI....

---

**From:** Zach.Geiser [mailto:Zach.Geiser@hikvision.com]  
**Sent:** Wednesday, July 26, 2017 12:27 PM  
**To:** Fawn Fenton <ffenton@[REDACTED]architects.com>  
**Subject:** RE: Hikvision Video Surveillance | Scheduling a Lunch & Learn

Hi Fawn,

Not a problem and thank you for the information. If the high school would like to look into Hikvision solutions, please feel free to pass my information along. On average we are able to save 30% on cost in comparison to our competitors, which is often key in being able to provide quality systems to education projects as they tend to have tighter budgets. We also have 3-5yr warranties, and have a product failure rate less than 1%.

If I can be of any help on future projects, please do not hesitate to reach out as I am happy to consult with you. I will also be sure to get you're A&E online portal registration approved so that you have access to the resources there.

Have a great day!

Best Regards,

**Zach Geiser**

Business Development Associate  
A&E Program, Mid-Atlantic  
NJ • PA • MD • DE • DC • VA • WV • TN • KY  
📞 609.235.2624  
✉ [zach.geiser@hikvision.com](mailto:zach.geiser@hikvision.com)

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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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**From:** Fawn Fenton [mailto:ffenton@[REDACTED]architects.com]  
**Sent:** Monday, July 24, 2017 6:04 PM  
**To:** Zach.Geiser  
**Subject:** RE: Hikvision Video Surveillance | Scheduling a Lunch & Learn

Hi Zack,

Thanks for following up. My apologies for not getting back to you earlier; I am working on a project where the client had decided they wanted a video surveillance system (at a new restroom/concessions/meeting building of a high school track and football field that we are building), and I had started researching possible systems; however, the school decided they will provide the security system under a separate contract themselves, so that is not in my scope of work now. I will certainly let you know if we come across another opportunity in the future; I have always heard good things about HikVision's systems.

We are a small architectural office, and we do not normally entertain lunch-n-learns; myself and Ken Adkisson are the only two licensed architects, and we typically pursue education on separate paths. In any case, I am glad to have your contact information now, and will keep you on file if we can use your services on a future project.

Best wishes,

Fawn Fenton  
[REDACTED] Architects, Inc.  
3322 West End Ave., Suite 103  
Nashville, Tennessee 37203  
(615) 298-9829  
ffenton@[REDACTED]architects.com

**From:** Zach.Geiser [mailto:Zach.Geiser@hikvision.com]  
**Sent:** Monday, July 24, 2017 3:11 PM  
**To:** Fawn Fenton <ffenton@[REDACTED]architects.com>  
**Subject:** Hikvision Video Surveillance | Scheduling a Lunch & Learn

Hi Fawn,

My name is Zach Geiser, and I am the Mid-Atlantic A&E Business Development Manager at Hikvision – world's largest video surveillance manufacturer.

I will be in the Tennessee region either the last week in August, or 1<sup>st</sup> 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 28<sup>th</sup> to September 8<sup>th</sup>**, and I will be happy to pencil in the date and send over a meeting invitation.

Have a great day!

Best Regards,

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**Zach Geiser**

Business Development Associate  
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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# TNJ: On the Hill

The Tennessee Journal's updates on Tennessee government & politics

◀ More legislator campaign spending: 3 bought passports, 10 paid family  
Trump announces Sen. Mark Green as Army Secretary ▶

## TN Supreme majority: Police can ignore 'no trespassing' signs

Published April 7, 2017 | By Tom Humphrey

News release from Administrative Office of the Courts

**Nashville, Tenn.** - A majority of the Supreme Court has ruled that, despite the existence of "no trespassing" signs near an unobstructed driveway, police officers' warrantless entry onto the defendant's property was constitutionally permissible.

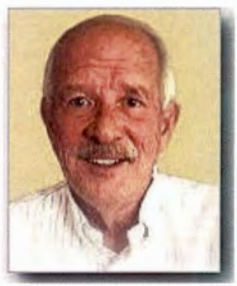
This matter arose when two investigators went to a different residence after receiving information regarding a pseudoephedrine purchase. One of the individuals at that residence informed the officers that he had given the pills to the defendant who lived next door and who was in the process of using them to produce methamphetamine. The officers then left that residence and drove down the defendant's unobstructed driveway and walked up to his front porch.

Upon smelling the odor of the manufacture of methamphetamine when the defendant opened his door, the officers requested consent to enter the residence. When the defendant denied consent, the officers forced entry and discovered an active methamphetamine lab, several inactive labs, various items commonly associated with methamphetamine manufacture, and several guns.

Prior to trial, the defendant filed a motion to suppress evidence obtained as a result of the warrantless entry onto his property, claiming that, because he had posted "No Trespassing" signs near his driveway, the officers' entry onto the property without a warrant violated both the United States and Tennessee Constitutions.

The trial court denied the defendant's motion to suppress. The defendant then proceeded to trial and was convicted by a jury of resisting arrest, promoting the manufacture of methamphetamine, initiating the manufacture of methamphetamine, and two counts of possession of a firearm during the commission of a dangerous felony.

The Supreme Court granted the defendant's application for permission to appeal from the Court of Criminal Appeal's decision affirming the trial



Tom Humphrey

### ABOUT THIS BLOG

Former Knoxville News Sentinel capitol bureau chief Tom Humphrey writes about Tennessee politics, government, and legislative news.

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- ▶ U.S. Senate panel

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court judgments in order to consider the legality of the police officers' warrantless entry onto the defendant's property.

In the majority opinion authored by Chief Justice Jeffrey S. Bivins, the Court determined that the defendant "failed to demonstrate that he had a reasonable expectation that ordinary citizens would not occasionally enter his property by walking or driving up his driveway and approaching his front door to talk with him 'for all the many reasons that people knock on front doors.'" Therefore, the Court held, the police officers' warrantless entry did not violate the United States or Tennessee Constitutions.

**Justice Sharon G. Lee** dissented from the Court's decision. She concluded that **the police had no right to ignore the multiple "No Trespassing" signs Mr. Christensen posted at the entrance to his driveway and enter the area around his home without first getting a warrant.** As a result, the search of Mr. Christensen's home violated his rights under the United States and Tennessee Constitutions. Justice Lee wrote that **citizens should not have to barricade their homes with a fence and a closed gate, perhaps even a locked gate, to protect their constitutional rights.** In Justice Lee's view, **the ability to prevent the public, including the police, from entering one's home and the land around it should be available to all citizens.**

Note: The majority ruling is [HERE](#). Justice Lee's dissenting opinion is [HERE](#).

votes to confirm Overbey as U.S. attorney for East TN

- Attorneys General reach \$120M settlement with General Motors
- TN unemployment rate falls to lowest level ever recorded (again)

**Archives**

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IN THE SUPREME COURT OF TENNESSEE  
AT JACKSON

June 2, 2016 Session Heard at Nashville

**STATE OF TENNESSEE v. JAMES ROBERT CHRISTENSEN, JR.**

Appeal by Permission from the Court of Criminal Appeals  
Circuit Court for Tipton County  
No. 7799 Joseph H. Walker III, Judge

**No. W2014-00931-SC-R11-CD – Filed April 7, 2017**

**SHARON G. LEE, J., dissenting.**

The maxim, “every man’s house is his castle,” is deeply rooted in our jurisprudence. *Weeks v. United States*, 232 U.S. 383, 390 (1914). It applies whether the house is a castle or a cottage—a mansion or a mobile home.<sup>1</sup> The right to retreat into the privacy of one’s home and be free from governmental intrusion is a basic tenet of the Fourth Amendment to the United States Constitution and Article I, section 7 of the Tennessee Constitution. Our homes and adjoining land are protected spaces; governmental officers must have a warrant, absent special circumstances, to intrude onto this private area.

Today, the Court holds that the posting of multiple “No Trespassing” signs is not enough to protect our constitutional rights against a warrantless search and that it may take “a fence and a closed gate that physically block access to the front door of a house” to revoke the implied license to enter the land around a residence.

I disagree that we must barricade our homes with a fence and a closed gate, and perhaps even a locked gate, to protect our constitutional rights against warrantless searches. This option is rarely convenient, affordable, practical, or even possible. Revocation of implied consent to enter one’s property should be available to all—not just to those citizens who can afford to erect a fence and a gate and live in an area where this form of barricade is possible.

<sup>1</sup> “The poorest man may in his cottage bid defiance to all the forces of the Crown. It may be frail; its roof may shake; the wind may blow through it; the storm may enter; the rain may enter; but the King of England cannot enter—all his force dares not cross the threshold of the ruined tenement!” *Miller v. United States*, 357 U.S. 301, 307 (1958) (quoting remarks of William Pitt, Earl of Chatham, during 1763 debate in Parliament) (internal quotation marks omitted).

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A search occurs when the government obtains information through an actual physical intrusion into a constitutionally protected area<sup>2</sup> or by violating a person’s reasonable expectation of privacy.<sup>3</sup> By ignoring the “No Trespassing” signs, the officers physically intruded into Mr. Christensen’s constitutionally protected area and violated his reasonable expectation of privacy.

**Physical Intrusion**

A person’s right to retreat into his home and be free from unreasonable government searches and seizures stands at the very core of the Fourth Amendment’s protections.<sup>4</sup> “This right would be of little practical value if the State’s agents could stand in a home’s porch or side garden and trawl for evidence with impunity . . . .” *Jardines*, 133 S. Ct. at 1414. The protections of the Fourth Amendment extend to the curtilage of a home. *Id.* (quoting *Oliver v. United States*, 466 U.S. 170, 180 (1984)).

Visitors have an implied license to enter another person’s property and step onto the front porch. The Supreme Court has held that “the knocker on the front door is treated as an invitation or license to attempt an entry, justifying ingress to the home by solicitors, hawkers and peddlers of all kinds.” *Id.* at 1415 (quoting *Breard v. Alexandria*, 341 U.S. 622, 626 (1951)).<sup>5</sup> This license also extends to law enforcement. *Id.* at 1416 (“[A] police officer not armed with a warrant may approach a home and knock, precisely because that is ‘no more than any private citizen might do.’” (quoting *King*, 563 U.S. at 469)).

A citizen may revoke the public’s implied license to enter his property. Police officers may lawfully “knock and talk” at a citizen’s front door without having probable cause or reasonable suspicion, but *not* when the citizen has expressly revoked the implied

<sup>2</sup> *Florida v. Jardines*, 133 S. Ct. 1409, 1414 (2013) (quoting *United States v. Jones*, 565 U.S. 400, 406 n.3 (2012)).

<sup>3</sup> *Katz v. United States*, 389 U.S. 347, 360 (1967) (Harlan, J., concurring); *see also Jardines*, 133 S. Ct. at 1417.

<sup>4</sup> *Silverman v. United States*, 365 U.S. 505, 511 (1961); *see also Kentucky v. King*, 563 U.S. 452, 474 (2011) (Ginsburg, J., dissenting) (“In no quarter does the Fourth Amendment apply with greater force than in our homes . . . .”).

<sup>5</sup> *See also State v. Cothran*, 115 S.W.3d 513, 522 (Tenn. Crim. App. 2003) (“A sidewalk or pathway leading from a public street to the front door of a residence represents an ‘implied invitation’ to the public to use the pathway in pursuing legitimate business or social interests with those inside the residence.” (quoting *State v. Harris*, 919 S.W.2d 619, 623 (Tenn. Crim. App. 1995))).

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license to enter. *State v. Blackwell*, No. E2009-00043-CCA-R3-CD, 2010 WL 454864, at \*7 (Tenn. Crim. App. Feb. 10, 2010).<sup>6</sup>

Mr. Christensen sufficiently revoked the public’s implied license to enter his property by posting multiple “No Trespassing” and “Private Property” signs near the entrance to his driveway. A person need not have a law degree or an understanding of the various legal nuances of “trespass” discussed by the Court to know that these signs meant visitors were not welcome. Ms. Tammy Atkins, who visited homes in the area to share her faith, understood the meaning of the signs. She testified there were several “No Trespassing” signs near Mr. Christensen’s driveway, and she did not go to houses that had “No Trespassing” signs.

Courts across the country have taken different approaches when determining whether an individual has revoked the public’s implied license for entry onto his property. In Tennessee, the Court of Criminal Appeals has held that “No Trespassing” signs, even without physical barriers such as fences and gates, are sufficient to revoke the public’s implied license to enter. *Blackwell*, 2010 WL 454864, at \*7 (acknowledging that a “knock and talk” is generally a lawful technique absent express orders against trespass, but the presence of a “No Trespassing” sign evidences a subjective expectation of privacy and a revocation of the implied license to enter the property); *State v. Draper*, No. E2011-01047-CCA-R3-CD, 2012 WL 1895869, at \*1, \*6 (Tenn. Crim. App. May 24, 2012) (quoting *Blackwell*, 2010 WL 454864, at \*7) (ruling a search was illegal where an officer bypassed the front door, entered the backyard, and knew that the owner had posted “No Trespassing” signs, which effectively revoked the implied invitation of the front door); *see also State v. Henry*, No. W2005-02890-CCA-R3-CD, 2007 WL 1094146, at \*5 (Tenn. Crim. App. Apr. 11, 2007) (holding a “knock and talk” permissible but noting that if there had been evidence that “No Trespassing” signs were present at the time of the search, the “knock and talk” would have been unacceptable).

<sup>6</sup> *See also United States v. Taylor*, 458 F.3d 1201, 1204 (11th Cir. 2006) (“‘Absent express orders from the person in possession,’ an officer may ‘walk up the steps and knock on the front door of any man’s “castle,” with the honest intent of asking questions of the occupant thereof.’” (quoting *Davis v. United States*, 327 F.2d 301, 303 (9th Cir. 1964))); *United States v. Cormier*, 220 F.3d 1103, 1109 (9th Cir. 2000) (quoting *Davis*, 327 F.2d at 303); *United States v. Taylor*, 90 F.3d 903, 909 (4th Cir. 1996) (quoting *United States v. Hersh*, 464 F.2d 228, 230 (9th Cir. 1972)); *United States v. Holmes*, 143 F. Supp. 3d 1252, 1259 (M.D. Fla. 2015) (holding that a person may revoke the implied license but must do so expressly (quoting *Taylor*, 458 F.3d at 1204)); *State v. Grice*, 767 S.E.2d 312, 319 (N.C. 2015) (finding that the implied license to approach the front doors of homes may be limited or rescinded by clear demonstrations by the homeowners (citing *Jardines*, 133 S. Ct. at 1415–16)), *cert. denied*, 135 S. Ct. 2846 (2015).

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These Tennessee cases are consistent with decisions from other jurisdictions that have also determined that “No Trespassing” signs, without physical barriers, are sufficient for a person to preserve his privacy and revoke the implied license to enter his property. *See Powell v. State*, 120 So. 3d 577, 584 (Fla. Dist. Ct. App. 2013), *on reh’g* (Aug. 1, 2013) (stating that homeowners who post “No Trespassing” or “No Soliciting” signs effectively negate the license to enter the property and conduct a “knock and talk”); *State v. Roubique*, 421 So. 2d 859, 861–62 (La. 1982) (finding a “Private Road, No Trespassing” sign at the entrance to the driveway was ample evidence of the resident’s intent to preserve his privacy); *see also State v. Poulos*, 942 P.2d 901, 904 (Or. Ct. App. 1997) (indicating that “No Hunting or Trespassing Under Penalty of Law,” “KEEP OUT,” “Guard Dog on Duty,” and “STOP” signs posted along the driveway were sufficient to communicate the property owner’s intent to exclude the public even without a gate or barrier).<sup>7</sup>

In other jurisdictions, courts have held that the expectation of privacy and desire to restrict entry can be effectuated by either physical barriers *or* appropriate signage. *See People v. Scott*, 593 N.E.2d 1328, 1338 (N.Y. 1992) (holding that “where landowners fence or post ‘No Trespassing’ signs on their private property or, by some other means, indicate unmistakably that entry is not permitted, the expectation that their privacy rights will be respected and that they will be free from unwanted intrusions is reasonable”), *quoted in State v. Bullock*, 901 P.2d 61, 74 (Mont. 1995); *Dixson*, 766 P.2d at 1024 (stating that signs, such as “No Trespassing” signs, fences, or other similar measures indicate the property owner’s intent to protect privacy and exclude the public); *Cooksey v. State*, 350 S.W.3d 177, 184 (Tex. Ct. App. 2011) (stating that a homeowner may manifest an expectation of privacy, restrict access to pathways leading to the house, and revoke the implied license by erecting a locked gate or by posting “No Trespassing” signs); *see also State v. Hubbel*, 951 P.2d 971, 977 (Mont. 1997) (holding that the property owner had no reasonable expectation of privacy in the property leading to the front door where the property owner did not erect a fence, place a gate, plant shrubs or

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<sup>7</sup> Under this approach, signs may be sufficient to revoke the implied license, but they must be appropriately worded and placed. *See Holmes*, 143 F. Supp. 3d at 1262 (noting that other courts have required that the revocation of the implied license be accomplished by clear demonstrations that are unambiguous and obvious to the casual visitor); *State v. Kapelle*, 344 P.3d 901, 905 (Idaho Ct. App. 2014) (noting that where a “No Trespassing” sign is ambiguous and not clearly posted, the implied license is not revoked); *State v. Howard*, 315 P.3d 854, 860 (Idaho Ct. App. 2013) (finding that the implied license had not been revoked because the “No Trespassing” sign was very small and not easily noticed, was not posted over or next to the entrance to the curtilage, and was over a mile from the actual residence); *State v. Dixson*, 766 P.2d 1015, 1024 (Or. 1988) (en banc) (finding that “No Hunting” signs were insufficient to communicate to law enforcement an intent to exclude non-hunting access).

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bushes, or post “No Trespassing” or other signs), *as modified on denial of reh’g* (Feb. 3, 1998).

Another approach taken by courts in other jurisdictions is to determine whether the public’s implied license to enter has been revoked by considering the totality of the circumstances, with a “No Trespassing” or similar signage a factor to be considered. *See Powell*, 120 So. 3d at 584 (finding that the existence and extent of a license to conduct a “knock and talk” depends on the circumstances); *Jones v. State*, 943 A.2d 1, 12 (Md. Ct. Spec. App. 2008) (finding that “No Trespassing” signs may be considered as part of the totality of the circumstances); *State v. Kuchera*, Nos. 27375-6-II, 27376-4-II, 2002 WL 31439839, at \*5 (Wash. Ct. App. Nov. 1, 2002) (holding that the presence of “No Trespassing” signs “is not dispositive of the establishment of privacy, but is a factor to be considered ‘in conjunction with other manifestations of privacy’” (quoting *State v. Johnson*, 879 P.2d 984, 992 (Wash. Ct. App. 1994))).

Under any of these approaches and particularly under existing Tennessee law, Mr. Christensen revoked the public’s implied license to enter his property. Near the entrance to his driveway, he posted two signs that said “PRIVATE PROPERTY, NO TRESPASSING” and one sign that said “NO TRESPASSING, HUNTING OR FISHING, VIOLATORS PROSECUTED, UNDER PENALTY OF LAW” and listed his phone number. These signs were clearly visible to anyone approaching his driveway from the main road. Even in the absence of a fence or other physical barrier, the signs effectively communicated Mr. Christensen’s intent to protect his privacy and exclude others from approaching his home. As the Idaho Supreme Court has said, “[C]itizens, especially those in rural areas, should not have to convert the areas around their homes into the modern equivalent of a medieval fortress in order to prevent uninvited entry by the public, including police officers.” *State v. Christensen*, 953 P.2d 583, 587 (Idaho 1998).

The Court appears to adopt the totality of the circumstances approach but then determines that an objectively reasonable person faced with a “No Trespassing” sign would not conclude that entry is barred. I disagree. Common sense tells us that “No Trespassing” signs, depending on the circumstances, can communicate the property owner’s desire not to have members of the public on his land.<sup>8</sup> Moreover, a “No

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<sup>8</sup> *Cf. Madrugá v. County of Riverside*, 431 F. Supp. 2d 1049, 1061 (C.D. Cal. 2005) (noting that even if signs do not contain the words “No Trespassing” or “Keep Away” “[c]ommon sense and common experiences teaches us that such ‘WARNING Guard Dog’ signs are placed to dissuade people, be they intruders, sales representatives, delivery agents, or even police officers, from approaching the home. . . . [A]nyone seeing such a sign would understand that the homeowner seeks to exclude them from entering the area beyond the sign.”).

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Trespassing” sign should be of particular significance to law enforcement officers in communicating that they may need to obtain a warrant before entering the property.

“No Trespassing” signs factor into criminal trespass cases. In Tennessee, it is a crime to enter or remain on property without the owner’s consent. Tenn. Code Ann. § 39-14-405(a). A defense to this crime is that the alleged trespasser reasonably believed that he had the owner’s consent to enter the property. *Id.* § 39-14-405(b)(1). However, this defense is not available if the property owner has posted signs “visible at all major points of ingress to the property . . . and the signs are reasonably likely to come to the attention of a person entering the property.” *Id.* § 39-14-405(c).

Mr. Christensen did not just post one “No Trespassing” sign—he posted multiple signs near the entrance to his property that were clear, unambiguous, and obvious to anyone approaching his driveway. These signs adequately communicated Mr. Christensen’s intent to revoke the implied license to enter his property. Under the facts of this case, law enforcement officers should have heeded the signs and taken the appropriate steps to obtain a search warrant.

**Expectation of Privacy**

Without a physical intrusion, a search can occur when the government violates a subjective expectation of privacy that society is prepared to recognize as reasonable. *Katz*, 389 U.S. at 361 (Harlan, J., concurring).<sup>9</sup> To determine whether a search has occurred under the *Katz* analysis, courts consider whether the individual had an actual, subjective expectation of privacy and whether society will view the individual’s subjective expectation of privacy as reasonable and justifiable under the circumstances. *State v. Talley*, 307 S.W.3d 723, 730 (Tenn. 2010) (quoting *State v. Munn*, 56 S.W.3d 486, 494 (Tenn. 2001)).

In deciding whether Mr. Christensen had an actual, subjective expectation of privacy, we apply a multi-factor test that inquires into whether the defendant owns the property seized; has a possessory interest in the thing seized and the place searched; has the right to exclude others from that place; has shown a subjective expectation that the

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<sup>9</sup> See also *Jardines*, 133 S. Ct. at 1417 (“The *Katz* reasonable-expectations test ‘has been *added to*, not *substituted for*,’ the traditional property-based understanding of the Fourth Amendment, and so is unnecessary to consider when the government gains evidence by physically intruding on constitutionally protected areas.”); *Jones*, 565 U.S. at 407 (“*Katz* did not erode the principle ‘that, when the Government *does* engage in physical intrusion of a constitutionally protected area in order to obtain information, that intrusion may constitute a violation of the Fourth Amendment.’” (quoting *United States v. Knotts*, 460 U.S. 276, 286 (1983) (Brennan, J., concurring))).



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place would remain free from governmental invasion; took normal precautions to maintain his privacy; and was legitimately on the premises. *State v. Ross*, 49 S.W.3d 833, 841 (Tenn. 2001) (quoting *United States v. Haydel*, 649 F.2d 1152, 1154–55 (5th Cir. 1981)); see also *Talley*, 307 S.W.3d at 730–31.

Under this test, Mr. Christensen had an actual, subjective expectation of privacy in his property. He owned the property, had a possessory interest in the place searched, had the right to exclude others from the property, showed a legitimate interest in keeping others off his property, took precautions to maintain his privacy by posting multiple “No Trespassing” signs, and was legitimately on the premises.

To determine whether society views Mr. Christensen’s subjective expectation of privacy as reasonable and justifiable, we consider factors such as the “intention of the Framers of the Fourth Amendment, the uses to which the individual has put a location, and our societal understanding that certain areas deserve the most scrupulous protection from government invasion.” *Oliver*, 466 U.S. at 177–78 (citations omitted).

Privacy expectations are heightened in the home and the adjacent area. See *Dow Chem. Co. v. United States*, 476 U.S. 227, 237 n.4 (1986). The Court in *Katz* held that “[w]hat a person knowingly exposes to the public, even in his own home or office, is not a subject of Fourth Amendment protection. But *what he seeks to preserve as private, even in an area accessible to the public, may be constitutionally protected.*” *Katz*, 389 U.S. at 351 (emphases added) (citations omitted).

Mr. Christensen did not expose his home and the adjoining property to the public; instead, he tried to protect his property by posting multiple signs clearly communicating that visitors were not welcome. If multiple “No Trespassing” signs are not sufficient to convey a property owner’s intent to exclude the public from his property, then the constitutional protections against unreasonable searches may be beyond the grasp of ordinary citizens for whom the posting of “No Trespassing” signs is the only feasible option.

Mr. Christensen’s expectation of privacy by the posting of multiple “No Trespassing” signs was reasonable and justifiable under the circumstances. Police officers violated Mr. Christensen’s reasonable expectation of privacy when they entered his land without a warrant despite the “No Trespassing” signs.

**Conclusion**

For the reasons stated, law enforcement officers conducted an illegal search of Mr. Christensen’s property, and the evidence obtained from the search should be suppressed.

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The Court’s decision that multiple “No Trespassing” signs are not sufficient to revoke the implied license for entry denies ordinary citizens the protections of the United States and the Tennessee Constitutions against warrantless searches. The result is that only citizens wealthy enough and situated in an area where they can “convert the areas around their homes into the modern equivalent of a medieval fortress,” *Christensen*, 953 P.2d at 587, may protect themselves from governmental intrusion and invasion of privacy.

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SHARON G. LEE, JUSTICE

**ATTACHMENT 4 - FORM MOTION FOR EXTENSION**

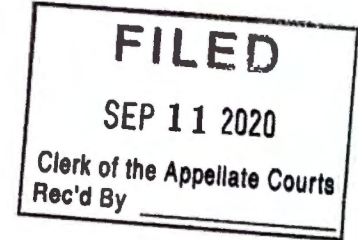
IN THE COURT OF APPEALS COURT FOR THE STATE OF TENNESSEE  
[Insert which appellate court]

MIDDLE DIVISION SECTION AT NASHVILLE  
[Insert which Grand Division] [Insert which city]

JEFFREY RYAN FENTON, )  
[Insert Name of Party] )  
Plaintiff/ Appellant, )  
[Insert Appellant or Appellee] )  
Appeal No. M2019-02059-COA-R3-CV )  
\_\_\_\_\_) )  
[Insert Appeal No.] )

v. )

FAWN TIFFANY FENTON, )  
[Insert Name of Party] )  
Defendant/ Appellee, )  
[Insert Appellant or Appellee] )



**Motion for Extension of Time for Filing Brief**

Appellant requests 122 days extension of time within which to file a  
[Insert Appellant/Appellee]

brief from the original due date of 7/15/2020, in this case.

This is Movant's: \_\_\_ 1<sup>st</sup> : X 2<sup>nd</sup> : \_\_\_ (Other) request for extension in this case.

Opposing Counsel: \_\_\_\_\_ Does Not object to this motion.  
[check one] \_\_\_\_\_ Objects  
\_\_\_\_\_ Called, unable to reach and left message

**Reason (Good Cause) for Extension:**

I have and continue to exert my honestly most vigorous efforts to be heard by this Court, despite the enormous challenges which it presents me. As with most things in my life, due to my disabilities, I have significantly underestimated the amount of TIME and work which each communication with the Court has and will likely take me.

For the past month, I have steadfastly worked upon writing only FOUR MOTIONS (alternately), ONE Motion to Supplement the Record, and ONE Motion to Correct the Record. Repeatedly, day after day, with each document becoming 20 - 40 pages long every time, while yet remaining unfinished! My goal is to explain briefly (1) why the content wasn't originally included or needs to be corrected, in the Record (2) explain the relevance and importance of the content, (3) and why

the content is "necessary to convey a fair, accurate and complete account of what transpired in the trial court with respect to those issues that are the bases of (my) appeal." In accordance with T.R.A.P. RULE 24(g).

I try DAY AFTER DAY, to start with a blank document, to keep this down to a few pages, but I just cannot do it. I have so much pent-up emotion about how unfairly I believe that I was treated. No matter how many times I re-write this, without professional legal help, I simply have no idea how much "justification" is required, to substantiate my requests. Meanwhile, I'm seriously behind schedule, feeling the urgency and pressure of the upcoming deadlines.

I've been working on this for over 30 hours straight right now, in hopes of getting something of meaning into the court before the weekend, where if I can't confirm an extension first, I'll need to stay awake for most of the weekend, drafting the brief however I can figure to cite it, adding in the necessary content to have any chance at a fair trial, as almost all of Ms. Story's NARRATIVE was falsely presented from the start, I believe to assassinate my character in the eyes of the court, before I ever even entered a court room.

If your Honor would PLEASE simply LISTEN to the attached AUDIO from my 8/29/2019 court hearing (M2019-02059 Transcript of Evidence-2b (audio).mp3) with Chancellor Michael W. Binkley and Ms. Virginia Lee Story, while "FACT CHECKING" what they BOTH SAID, with the "2019-08-29 FACT CHECKING PROOF OF FALSE TESTIMONY IN WILLIAMSON CHANCERY TO HUSBANDS TREMENDOUSLY UNFAIR LOSS (compare with audio).pdf" attached, I'm hopeful that it will be clear that I did NOT receive a FAIR and UNBIASED TRIAL!

If you can derive that, then PLEASE provide me with an extension ALONG with COUNSEL so that I will have SOME OPPORTUNITY to obtain some realistic CURE from the parties involved. My ex-wife is destroyed right now, financially, emotionally, bankrupt, unemployed, depressed, hopeless, I fear for her safety from herself, having been suicidal after her previous divorce. I wish NOT to harm her in any way! I further wish to PROTECT her from Ms. Story throwing my ex-wife "under the bus", when the TRUTH comes out about Ms. Story's FALSE testimony in my case.

I try every day, but it is one thing to need to refute a few false claims, while I am up against an entire SYSTEM maliciously twisted by Virginia Lee Story to cause me as MUCH HARM AS IS IMAGINABLY POSSIBLE!

I can keep writing frantically every day... trying to send in more EVIDENCE... I literally have probably a THOUSAND pages... recorded phone calls, all SORTS.. but I am so OVERWHELMED! I can't realistically REACH A CURE without SOME LEGAL HELP, which I believe that the extreme nature of the situation, and the tremendous loss which I suffered, I don't see ANY way for me to prevail against the "bad actors" in my forced sale/default op/default divorce, without some substantial legal HELP!

Even if I do all the FOOT WORK, and I just am awarded TIME and SOMEONE whom I can consistently counsel with over the phone, who can tell me HOW to seek awards against all the parties involved. That would be tremendously helpful!

PLEASE ADD the attached TRANSCRIPTS, both audio and print, from the 2019-08-29 Hearing, as "TRANSCRIPTS OF EVIDENCE" for my Record!

Please also add to my Record the "2019-08-29 FACT CHECKING PROOF OF FALSE TESTIMONY IN WILLIAMSON CHANCERY TO HUSBANDS TREMENDOUSLY UNFAIR

LOSS (compare with audio).pdf", as I believe that is a quick and easy "FACT CHECKER", without which, it sounds like the NARRATIVE in court might actually be ACCURATE, however I don't believe that it is!

Please also add to my Record the "FAWNS NOT A VICTIM.pdf" It merely helps CLEARLY EXPOSE the fact that my OP was never NEEDED to protect my ex-wife! Ms. Fenton is a FIREARMS EXPERT, all the GUNS in the photos are HERS, the 5,000 rounds of ammo are all HERS, the 2 assault rifles are HERS, the photos in the Nevada Desert shooting are of HER! This OP was merely a tactic to TRAP ME while they pounced on me! Even if that hasn't been proven to your satisfaction, please attach this to my Record, that I may better argue this later in my brief.

I don't understand how to fill in the number of days which I'm requesting an additional extension for, since it refers back to the original date. My intent herein, is to REQUEST 60-DAYS MORE PLEASE!

Please don't add my two "UNFINISHED DRAFTS" yet, I plan to finish those first. I just wanted to exhibit that I am TRYING, and they are both factual to my knowledge, just not finished and "polished" yet.

Thank you for any HELP which you can provide!

Jeffrey Ryan Fenton

### Declaration

I, JEFFREY RYAN FENTON, declare under penalty of perjury that the foregoing is true  
[Insert Appellant/Appellee or counsel]  
and correct to the best of my knowledge.



[Signature of Appellant/Appellee or counsel]

JEFFREY RYAN FENTON (pro se)  
[Print Name of Appellant/Appellee or counsel]

**FILED**  
09/15/2020  
Clerk of the  
Appellate Courts

IN THE COURT OF APPEALS OF TENNESSEE  
AT NASHVILLE

**FAWN TIFFANY FENTON v. JEFFREY RYAN FENTON**

**Chancery Court for Williamson County  
No. 48419B**

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**No. M2019-02059-COA-R3-CV**

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**ORDER**

The appellant has moved for an additional sixty day extension of time within which to file his brief. We find good cause to grant the appellant an additional thirty days.

The appellant also requests appointment of counsel. With the exception of a few specific types of proceedings, primarily those involving the termination of parental rights, there is no absolute right to counsel in a civil case. *Bell v. Todd* 206 S.W.3d 86, 92 (Tenn. Ct. App. 2005); *Memphis Bd. of Realtors v. Cohen*, 786 S.W.2d 951, 953 (Tenn. Ct. App. 1989). Unlike indigent defendants in criminal cases, indigent civil litigants have neither the constitutional nor the statutory right to appointed counsel. *Hessmer v. Miranda*, 138 S.W.3d 241, 245 (Tenn. Ct. App. 2003). Thus, we deny the request for appointment of counsel.

It is, therefore, ordered that the time for filing the appellant’s brief is extended through October 15, 2020. No further extensions will be granted absent a showing of exigent circumstances. The request for appointment of counsel is denied.

PER CURIAM

*No one shall be subjected to torture or to cruel, inhuman or degrading treatment or punishment.*

UNIVERSAL DECLARATION OF HUMAN RIGHTS (1948, art. 5)  
INTERNATIONAL COVENANT ON CIVIL AND POLITICAL RIGHTS (1976, art. 7)

*[T]he term "torture" means any act by which severe pain or suffering, whether physical or mental, is intentionally inflicted on a person for such purposes as obtaining from him or a third person information or a confession, punishing him for an act he or a third person has committed or is suspected of having committed, or intimidating or coercing him or a third person, or for any reason based on discrimination of any kind, when such pain or suffering is inflicted by or at the instigation of or with the consent or acquiescence of a public official or other person acting in an official capacity. It does not include pain or suffering arising only from, inherent in or incidental to lawful sanctions.*

CONVENTION AGAINST TORTURE AND OTHER CRUEL, INHUMAN OR DEGRADING TREATMENT OR PUNISHMENT (1984, art. 1, para.1)

Petition details Comments Updates

🔒 Petition Closed



## STOP false allegations to get Order of Protections in Tennessee & hold false accusers accountable!

This petition had 1,837 supporters



**B K** started this petition to Senator Bob Corker and [5 others](#)

I hope of bringing to your attention a dire injustice that is occurring in our state as well as many others across the US. Laws enacted to protect the victims of the vile crime of domestic violence are being misused by both citizens as well as law enforcement, and in this process innocent men & women's lives are being destroyed. In Tennessee, the burden of proof is being thrown out and the simple word of the accuser is being taken without question, **without the accused even being allowed to speak**. True victims of domestic violence find this to be deplorable. Not only can a woman or man falsely accuse a person of domestic violence without fear of consequence, but the accused person has no voice against the accuser. The accuser can be a mentally disturbed individual using such laws to enact her/his revenge against a man or woman who simply does not want to be in a relationship anymore, and the *accuser's word is automatically taken, even when no evidence is in place*. The man or woman in such cases is automatically arrested, forced to leave their own home, injunctions are automatically set in place, and even if he



or she is able to prove their innocence in court they have lost months of their life due to the fact that the accuser cried wolf. Worse yet are the cases of these innocent people who are poor and have no means to hire private attorneys. Their public defenders assume they are guilty and therefore do only the bare necessities to be their legal voice. We are *not in any way asking for a revocation of the laws that protect true victims of domestic violence*. Our wish is that these laws be revisited and indications made to allow for criminal and civil prosecution when someone, whether male or female, has misused these laws in a vindictive and cunning way. We also would ask that law enforcement officers, public attorneys, and judges be forced to recognize the precept that the accused is innocent until proven guilty.

***IT'S TIME FOR THIS TO STOP AND MAKE THE FALSE ACCUSERS PAY FOR THEIR ACTIONS!***

## Reasons for signing



**Renee Roekl** · 7 years ago

I'm appalled at how easy they make these things to get. False accusers need to be punished severely.

♡ 241 · Report



**Anonymous Friend** · 7 years ago

I've known Betty, the woman who started this petition, for at least 18 years. We used to work together and even though we don't talk as often as we should we've remained friends through the years. I want everyone to know she has always been a sweet and very kind person. She especially has a soft spot for animals. In all the years I've known her she's been a business owner and hard worker. When she owned The Dam Store and the little market on the Parkway she was always helping people out in the community, including my family. I feel blessed to know Betty, as do many others I've talked to. I also remember her telling me years ago, how she would love to leave Ned and live by herself with her birds. I also know Ned. I work for Sevier County and she told me what was going on the day before all this nonsense happened. When she told me about what was going on I was blown away. Goes to show, no matter how long you're married or live with someone, you don't ever really know them. Mr. Crowder and others at the jail knew this

was nonsense but said Ned was very convincing when he swore his statement to the judge and that's why this temporary order was granted. She was at the jail the day before to tell them Ned was getting ready to file an order of protection or restraining order on her. She was asked if she wanted to see the judge and swear out an order against Ned. Against her better judgement she didn't file one first. She told me at the time she felt she had no reason to and didn't want to "just file a report" for nothing.

I agree whole heartedly that men and women filing false statements to get these order of protections need to be prosecuted. I'm all for making the first example out of Ned Lines. He weighs 200+ pounds Betty is a petite 110 pounds, I ask you who's going to cause who "bodily harm".

♡ 199 · Report

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### Decision makers



**Bob Corker**  
Senator



**Dale Carr**  
State Representative



**Bill Lee**  
Governor



**Doug Overbey**  
State Senator



**James Dunn**  
District Attorney General



**Robert E. Cooper Jr**  
Attorney General

## Tenn. Code § 39-16-403

### Section 39-16-403 - Official oppression

**(a)** A public servant acting under color of office or employment commits an offense who:

**(1)** Intentionally subjects another to mistreatment or to arrest, detention, stop, frisk, halt, search, seizure, dispossession, assessment or lien when the public servant knows the conduct is unlawful; or

**(2)** Intentionally denies or impedes another in the exercise or enjoyment of any right, privilege, power or immunity, when the public servant knows the conduct is unlawful.

**(b)** For purposes of this section, a public servant acts under color of office or employment if the public servant acts, or purports to act, in an official capacity or takes advantage of the actual or purported capacity.

**(c)** An offense under this section is a Class E felony.

**(d)** Charges for official oppression may be brought only by indictment, presentment or criminal information; provided, that nothing in this section shall deny a person from pursuing other criminal charges by affidavit of complaint.

*T.C.A. § 39-16-403*

Acts 1989, ch. 591, § 1; 1990, ch. 980, § 11.



# 18 U.S.C. § 1951

## Section 1951 - Interference with commerce by threats or violence

(a) Whoever in any way or degree obstructs, delays, or affects commerce or the movement of any article or commodity in commerce, by robbery or extortion or attempts or conspires so to do, or commits or threatens physical violence to any person or property in furtherance of a plan or purpose to do anything in violation of this section shall be fined under this title or imprisoned not more than twenty years, or both.

(b) As used in this section-

(1) The term "robbery" means the unlawful taking or obtaining of personal property from the person or in the presence of another, against his will, by means of actual or threatened force, or violence, or fear of injury, immediate or future, to his person or property, or property in his custody or possession, or the person or property of a relative or member of his family or of anyone in his company at the time of the taking or obtaining.

(2) The term "extortion" means the obtaining of property from another, with his consent, induced by wrongful use of actual or threatened force, violence, or fear, or under color of official right.

(3) The term "commerce" means commerce within the District of Columbia, or any Territory or Possession of the United States; all commerce between any point in a State, Territory, Possession, or the District of Columbia and any point outside thereof; all commerce between points within the same State through any place outside such State; and all other commerce over which the United States has jurisdiction.

(c) This section shall not be construed to repeal, modify or affect section 17 of Title 15, sections 52, 101-115, 151-166 of Title 29 or sections 151-188 of Title 45.

18 U.S.C. § 1951

June 25, 1948, ch. 645, 62 Stat. 793; Pub. L. 103-322, title XXXIII, §330016(1)(L), Sept. 13, 1994, 108 Stat. 2147.

*HISTORICAL AND REVISION NOTES*Based on title 18, U.S.C., 1940 ed., §§420a-420e-1 (June 18, 1934, ch. 569, §§1-6, 48 Stat. 979, 980; July 3, 1946, ch. 537, 60 Stat. 420).Section consolidates sections 420a to 420e-1 of Title 18, U.S.C., 1940 ed., with changes in phraseology and arrangement necessary to effect consolidation.Provisions designating offense as felony were omitted as unnecessary in view of definitive section 1 of this title. (See reviser's note under section 550 of this title.) Subsection (c) of the revised section is derived from title II of the 1946 amendment. It substitutes references to specific sections of the United States Code, 1940 ed., in place of references to numerous acts of Congress, in conformity to the style of the revision bill. Subsection (c) as rephrased will preclude any construction of implied repeal of the specified acts of Congress codified in the sections enumerated.The words "attempts or conspires so to do" were substituted for sections 3 and 4 of the 1946 act, omitting as unnecessary the words "participates in an attempt" and the words "or acts in concert with another or with others", in view of section 2 of this title which makes any person who participates in an unlawful



AMENDMENTS

2008—Subsecs. (e) to (h). Pub. L. 110-325 added subsecs. (e) to (h).

EFFECTIVE DATE OF 2008 AMENDMENT

Amendment by Pub. L. 110-325 effective Jan. 1, 2009, see section 8 of Pub. L. 110-325, set out as a note under section 705 of Title 29, Labor.

§ 12202. State immunity

A State shall not be immune under the eleventh amendment to the Constitution of the United States from an action in<sup>1</sup> Federal or State court of competent jurisdiction for a violation of this chapter. In any action against a State for a violation of the requirements of this chapter, remedies (including remedies both at law and in equity) are available for such a violation to the same extent as such remedies are available for such a violation in an action against any public or private entity other than a State.

(Pub. L. 101-336, title V, §502, July 26, 1990, 104 Stat. 370.)

REFERENCES IN TEXT

This chapter, referred to in text, was in the original “this Act”, meaning Pub. L. 101-336, July 26, 1990, 104 Stat. 327, which is classified principally to this chapter. For complete classification of this Act to the Code, see Short Title note set out under section 12101 of this title and Tables.

§ 12203. Prohibition against retaliation and coercion

(a) Retaliation

No person shall discriminate against any individual because such individual has opposed any act or practice made unlawful by this chapter or because such individual made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this chapter.

(b) Interference, coercion, or intimidation

It shall be unlawful to coerce, intimidate, threaten, or interfere with any individual in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other individual in the exercise or enjoyment of, any right granted or protected by this chapter.

(c) Remedies and procedures

The remedies and procedures available under sections 12117, 12133, and 12188 of this title shall be available to aggrieved persons for violations of subsections (a) and (b), with respect to subchapter I, subchapter II and subchapter III, respectively.

(Pub. L. 101-336, title V, §503, July 26, 1990, 104 Stat. 370.)

REFERENCES IN TEXT

This chapter, referred to in subsecs. (a) and (b), was in the original “this Act”, meaning Pub. L. 101-336, July 26, 1990, 104 Stat. 327, which is classified principally to this chapter. For complete classification of this Act to the Code, see Short Title note set out under section 12101 of this title and Tables.

<sup>1</sup>So in original. Probably should be “in a”.

CONSTITUTIONALITY

For constitutionality of section 503 of Pub. L. 101-336, see Congressional Research Service, *The Constitution of the United States of America: Analysis and Interpretation*, Appendix 1, Acts of Congress Held Unconstitutional in Whole or in Part by the Supreme Court of the United States.

§ 12204. Regulations by Architectural and Transportation Barriers Compliance Board

(a) Issuance of guidelines

Not later than 9 months after July 26, 1990, the Architectural and Transportation Barriers Compliance Board shall issue minimum guidelines that shall supplement the existing Minimum Guidelines and Requirements for Accessible Design for purposes of subchapters II and III of this chapter.

(b) Contents of guidelines

The supplemental guidelines issued under subsection (a) shall establish additional requirements, consistent with this chapter, to ensure that buildings, facilities, rail passenger cars, and vehicles are accessible, in terms of architecture and design, transportation, and communication, to individuals with disabilities.

(c) Qualified historic properties

(1) In general

The supplemental guidelines issued under subsection (a) shall include procedures and requirements for alterations that will threaten or destroy the historic significance of qualified historic buildings and facilities as defined in 4.1.7(1)(a) of the Uniform Federal Accessibility Standards.

(2) Sites eligible for listing in National Register

With respect to alterations of buildings or facilities that are eligible for listing in the National Register of Historic Places under division A of subtitle III of title 54, the guidelines described in paragraph (1) shall, at a minimum, maintain the procedures and requirements established in 4.1.7(1) and (2) of the Uniform Federal Accessibility Standards.

(3) Other sites

With respect to alterations of buildings or facilities designated as historic under State or local law, the guidelines described in paragraph (1) shall establish procedures equivalent to those established by 4.1.7(1)(b) and (c) of the Uniform Federal Accessibility Standards, and shall require, at a minimum, compliance with the requirements established in 4.1.7(2) of such standards.

(Pub. L. 101-336, title V, §504, July 26, 1990, 104 Stat. 370; Pub. L. 113-287, §5(k)(5), Dec. 19, 2014, 128 Stat. 3270.)

REFERENCES IN TEXT

This chapter, referred to in subsecs. (a) and (b), was in the original “this Act”, meaning Pub. L. 101-336, July 26, 1990, 104 Stat. 327, which is classified principally to this chapter. For complete classification of this Act to the Code, see Short Title note set out under section 12101 of this title and Tables.

AMENDMENTS

2014—Subsec. (c)(2). Pub. L. 113-287 substituted “division A of subtitle III of title 54” for “the National Historic Preservation Act (16 U.S.C. 470 et seq.)”.

**CONSPIRACY AGAINST RIGHTS UNDER COLOR OF LAW**

**U.S. BANKRUPTCY COURT, THE MIDDLE DISTRICT OF TENN**

**WILLIAMSON COUNTY CHANCERY COURT AT FRANKLIN, TENN**

**BK: #3:19-BK-02693 | TN: #M2019-02059-COA-R3-CV | WILCO: #48419B**

**COUNSEL'S FINANCIAL & LEGAL LIABILITY FOR BANKRUPTCY CRIMES & EXCESSIVE COSTS (APPLICABLE) 1**

**Story & Ausbrooks: Counsel's Liability for Excessive Costs (APPLICABLE) 1**

**Signature of an Attorney on Bankruptcy Petition, Pleading, or Written Motion shall Constitute a Certification (APPLICABLE) 2**

**Bankruptcy Attorney's Liability for Signing of Papers; Representations to the Court; Sanctions; Verification and Copies of Papers (APPLICABLE) 3**

**FEDERAL RULES OF BANKRUPTCY PROCEDURE (VIOLATIONS) 6**

**FRBP Rule 7001: Scope of Rules of Part VII—ADVERSARY PROCEEDINGS: Required by Four Separate Factors in my Ex-wife's Undisclosed Bankruptcy (VIOLATED) 6**

**FRBP Rule 9011: Bankruptcy Attorney's Liability for Signing of Papers; Representations to the Court; Sanctions; Verification and Copies of Papers (VIOLATED) 8**

**TITLE-11: BANKRUPTCY LAWS (VIOLATIONS) 11**

**11 USC § 363(h)(3): CAN ONLY SELL IF the Benefit to the Estate of a Sale of such Property Free of the Interests of Co-owners Outweighs the Detriment to such Co-owners (VIOLATED) 11**

**11 USC § 363(b)(1): Tenants with Lawful Leasehold Interests and I were Due Notices & Hearings in FED BK Court or FED District Court, Shortly after Ex-wife Filed BK (VIOLATED) 13**

**11 USC § 363(e): Adequate Protection was Intentionally Circumvented by Refusing my Tenants and I Notice & Hearing in FED BK or District Court = FRBP 7001 (VIOLATED) 11**

**11 USC § 363(h)(3): The Benefit to the Estate, of a Sale of such Property, Free of the Interests of Co-owners, Outweighs the Detriment, if any, to such Co-owners. (Husband had NO Knowledge or Means of Knowing that ANY Mortgage Payments were Missed, since Ex-wife Promised to Pay & Controlled Access.) Husband lost over a Million-Dollar, post-tax, lifetime Property Interest, while being rendered Homeless, Broke & Destitute in TN. (I told Attorney Story that I could Borrow Money to bring the Mortgages Current, but she Insisted that it was "Already Too Far Along in the BK Process") On my first day in Court, on 8/1/2019, Before Discovery Began (VIOLATED) 11**

11 USC § 363(h): Permits Sale of a Co-owner’s Interest in Property IF the Benefit to the Estate Outweighs any Detriment to the Co-owners. (Benefit to the Estate is Determined by the Amount of UNSECURED Debts which can be Paid by the Sale, above and beyond the Mortgages Secured by the Property. This Sale ONLY paid the Mortgages. It was of NO such Benefit and FAILED to Meet the Criteria to Force the Sale.) "Burdensome Asset" (VIOLATED) 14

**11 USC § 541: Property of Estate— Commencement of a Bankruptcy Case Creates an Estate 16**

11 USC § 541(d): Property in which the Debtor Holds, as of the Commencement of the Case (VIOLATED) 18

11 USC § 541: The House amendment provides that property of the estate will include whatever interest the debtor held in the property at the commencement of the case (VIOLATED) 19

11 USC § 541: Only the Debtor’s Interest in such Property becomes Property of the Estate (VIOLATED) 19

11 USC § 541: Both possessory interests and lease-hold interests are VALID interests which must be given consideration (VIOLATED) 20

11 USC § 541: It is not intended to expand the debtor’s rights against others more than they exist at the commencement of the case (VIOLATED) 20

**11 USC § 542: Turnover of Property— Husband was the "Debtor in Possession" with two Tenant's who had Federally Protected Leasehold Interests. Husband had more premarital retirement funds invested into the purchase of the Marital Residence than Ex-wife (VIOLATED) 21**

**11 USC § 707(4)(C): Signature of an Attorney on a Petition, Pleading, or Written Motion shall Constitute a Certification (APPLICABLE) 22**

**11 USC § 1203: Rights and Powers of Debtor—I was the Debtor in Possession, Fraudulently Denied Notice, Hearing in FED Court, and an Adversarial Proceeding (VIOLATED) 23**

11 USC § 1204(a): Removal of Debtor as Debtor in Possession—On request of a party in interest (had I not been denied lawful notice per FRBP-7001, I would have made such a request), the Court SHALL Order that the Debtor shall NOT be a "Debtor in Possession" for Cause, including Fraud, Dishonesty, Incompetence, or Gross Mismanagement of the Affairs (I was and remained the "Debtor in Possession" until Wrongfully Evicted on 9/3/2019, with only Five-Days Notice, by 4-Sheriff's Deputies, based upon Significant Attorney and Judicial Misconduct and Fraud Upon the Court by Officers of the Court during my Pro Se 8/29/2019 "hearing" in Chancery, without Reason Provided by Judge Michael W. Binkley. Transcripts of Evidence were hidden by Court in Volum 23

11 USC § 1205: Adequate Protection—This ENTIRE Section Applies and was KNOWINGLY (VIOLATED) by the Egregious Conspiracy Against MY Rights, Under Color of Law, with the Knowing Disregard for Bankruptcy Rules & Laws 23

11 USC § 1206: Sales Free of Interests—After Notice and a Hearing, in Addition to the Authorization contained in Section 363(f) = 363(h)3 MEANS TEST (FAILED) 24

11 USC § 1207: Property of the Estate 24

11 USC § 1208: Conversion or Dismissal—Any waiver of the right to dismiss under this subsection is unenforceable. (c) On request of a party in interest, and after notice and a hearing, the court may dismiss a case under this chapter for cause, including — (1) unreasonable delay, or gross mismanagement, by the debtor that is prejudicial to creditors; 24

**TITLE-18: FEDERAL CRIMES IN THIS CASE (VIOLATIONS) 25**

**BANKRUPCY CRIMES (VIOLATED) 25**

18 USC § 152: Concealment of Assets; False Oaths, Claims; Bribery 25

18 USC § 153: Embezzlement Against Estate 26

18 USC § 154: Adverse Interest and Conduct of Officers 26

18 USC § 156: Knowing Disregard of Bankruptcy Law or Rule 27

18 USC § 157: Bankruptcy Fraud 27

18 USC § 158: Designation of United States Attorneys and Agents of the F.B.I. 28

**18 USC § 373 Solicitation to Commit a Crime of Violence (VIOLATED) 29**

18 USC § 401: Power of a Court of the United States to have the Power to Punish by Fine or Imprisonment, or Both, at its Discretion, such Contempt of its Authority 29

18 USC § 402: Contempts Constituting Crimes: Any Person Willfully Disobeying any Lawful Writ, Process, Order, Rule, Decree, or Command of any District Court of the United States 29

**18 USC § 241: Conspiracy Against Rights 30**

**18 USC § 242: Deprivation of Rights Under Color of Law 30**

**18 USC § 1951(b)(1), (2): Hobb's Act "ROBBERY" & "EXTORTION"—The term "Extortion" means the obtaining of property from another, with his consent, induced by wrongful use of actual or threatened force, violence, or fear, or under color of official right (VIOLATED) 31**

**18 USC § 1951(a): Hobb's Act Interference with Commerce by Threats or Violence (VIOLATED) 31**

**Universal Declaration of Human Rights (TORTURE): To take everything that a man has, his only income, shelter, property, pre-marital retirement (by an entirely secret, fraudulent conspiracy between powerful Courts, without a single GOOD-FAITH motive or action), in**



violation of every RULE OF LAW, then to further deprive me of my LIBERTY interest by DEFAULT, without the slightest HINT of DUE PROCESS, after geographically displaced me by 600 miles, is such an egregious overstep of any lawful authority or jurisdiction, I have literally experienced LITIGIOUS TERRORISM for OVER THREE-YEARS OF OUTRAGEOUS PAIN AND SUFFERING, beyond the scope of "TORTURE" as recognized by the Universal Declaration of Human Rights! (Of which you are hereby notified that you are a party to, having REFUSED me ANY ASSISTANCE!) 32

**TITLE-28: JUDICIAL & JURISDICTIONAL (VIOLATIONS) 33**

FEDERAL JURISDICTION: Absent Abstention by the Bankruptcy Court of its Exclusive Jurisdiction over the Debtor's Property, the State Court may not Exercise Jurisdiction over Property of the Debtor or Property of the Bankruptcy Estate. 33

28 USC § 1334: Bankruptcy Cases and Proceedings—DISTRICT COURTS have Original & Exclusive JURISDICTION (VIOLATED) 34

28 USC § 1335: Interpleader—The DISTRICT COURTS shall have Original Jurisdiction of any Civil Action of Interpleader or in the Nature of Interpleader Filed (VIOLATED) 35

28 USC § 1927: Counsel's Liability for Excessive Costs—Bankruptcy Attorney Mary Beth Ausbrooks Liable & Divorce Attorney Virginia Lee Story Liable (amongst others) 36

**TITLE-42: PUBLIC HEALTH AND WELFARE (VIOLATIONS) 37**

**AMERICANS WITH DISABILITIES ACT: VIOLATIONS 37**

42 USC § 12202: State Immunity—Egregious ADA Violations of Disadvantaged and Vulnerable People (APPLICABLE) 37

42 USC § 12203(a): Prohibition Against Retaliation and Coercion (VIOLATED) 37

42 USC § 12203(b): Interference, Coercion, or Intimidation—Threats of Incarceration to Coerce my Signature on the "Listing Agreement" in Court on 8/29/2019. The Fraudulent 6-YEAR "ORDER OF PROTECTION" to EXTORT MY SILENCE (under color of official right, or law), while it was ENTIRELY FRAUDULENT, by DEFAULT JUDGMENTS after I was lawlessly RENDERED HOMELESS and DISLOCATED to the State of Michigan to SURVIVE, giving the State of Tennessee NO LAWFUL AUTHORITY or JURISDICTION to FURTHER HARM ME! (My Ex-wife's FALSE Statement about me is NOT EVEN SIGNED, which by the FEDERAL RULES OF EVIDENCE means that it is TRASH!) 37

42 USC § 12203: Attorney Virginia Lee Story outrageously harrassed and even had the AUCTIONEER Tommy Anderson spy on my elderly mother and I while, followed later by his THREATS and harrassment, followed by him coming to my home and pounding on the back door, about scaring my mother to death! To threaten we hurry up and move out, or else something not to my liking was going to happen! (We tried to hurry to comply with her demands, to pack my personal property once permitted

to come do so, while she had a hearing pending the next day to DISCARD it by using a FEDERAL BK Court Order to Supersede TN STATE LAW's "Personal Property Exemption" which I had lawfully filed in Chancery Court. (This was purely the manipulation of a FRAUDULENT FEDERAL BAN..... 37

42 USC § 12203: Attorney Virginia Lee Story tried to EXTORT thousands of dollars out of my elderly mother, while THREATENING to otherwise SELL or DISCARD my PERSONAL PROPERTY, which she and Binkley FORCED me to leave at the PROPERTY under completely FRAUDULENT CLAIMS, intended to OBSTRUCT a TRIBUNMAL, while they TAG-TEAMED me during my PRO SE Hearing on 8/29/2019..... 37

42 § 1981: Equal Rights Under the Law ..... 37

42 § 1982: Deprivation of Property Under Color of Law ..... 37

42 § 1983: Deprivation of Rights under Color of Law ..... 37

42 § 1985: Conspiracy Against Rights ..... 37

42 § 1986: Action for Neglect to Prevent ..... 37

42 § 1988: Proceedings in Vindication of Civil Rights ..... 37

42 § 3631: Criminal Interference with Right to Fair Housing ..... 37

**HUD & FED (VIOLATIONS) ..... 38**

31 CFR Subtitle A § 5.18: How Does a Debtor Request a Special Review Based on a Change in Circumstances such as Catastrophic Illness, Divorce, Death, or Disability? (I was unlawfully DEPRIVED of any chance to even apply!) ..... 38

31 CFR Subtitle A § 5.18(a): Material change in circumstances. A debtor who owes a Treasury debt may, at any time, request a special review by the applicable Treasury entity of the amount of any offset, administrative wage garnishment, or voluntary payment, based based on materially changed circumstances beyond the control of the debtor such as, but not limited to, catastrophic illness, divorce, death, or disability. (Criminally deprived by CONSPIRCY between State and Federal BK COURTS of any CHANCE to apply for relief.) ..... 38

24 CFR Ch. V § 570.606: Displacement, Relocation, Acquisition, and Replacement of Housing. (a) General policy for minimizing displacement. (I was CRIMINALLY deprived of even NOTICE OF NEED, so that I could APPLY FOR ASSISTANCE before fraudulently being rendered HOMELESS (with a FIVE-DAY NOTICE, under grossly FALSE CLAIMS, with zero provision without being GEOGRAPHICALLY DISPLACED by 600 MILES to simply SURVIVE the lawless actions of BOTH State and Federal Courts in what I believe was a RICO action!) ..... 39

**FEDERAL CIVIL RIGHTS (VIOLATIONS) ..... 42**

**The Federal BILL OF RIGHTS was Repeatedly and Carelessly Violated (I HAD ZERO RIGHTS IN THAT COURT, and any USE of that Court was to purely CIRCUMVENT my LAWFUL FEDERAL, Constitutional, and NATURAL RIGHTS to live through a secret conspiracy they strategically AMBUSHED ME with, to intentionally target, attack, and exploit my fully KNOWN and disclosed DISABILITIES for a STRATEGIC ADVANTAGE and to be SADISTICALLY HARM ME beyond the BENEFIT to ANY PARTY, lawful or otherwise, proving the CRUEL & INHUMANE ACTIONS of this Conspiracy against LIFE, LIBERTY, PROPERTY, while absolutely demolishing my PURSUIT OF HAPPINESS, entirely by FRAUD and an absurd number of CRIMINAL FELONIES against me and my family, not the slightest of which can be lawfully justified.**

42

**Amdt5.4.4.2.1: Deprivations of Liberty—The Court also appeared to have expanded the notion of “liberty” to include the right to be free of official stigmatization, and found that such threatened stigmatization could in and of itself require due process.**

44

**14th Amendment and Due Process: I was screamed at on the phone in a recorded call with the Chapter 7 Bankruptcy Trustee, chastising me for asserting that my 14th Amendment Constitutional Rights were Violated! Even though he admitted he didn't see the full lawful process was completed, while refusing to tell me what or who had failed to obey the FRBP and bankruptcy LAW. Telling me instead that Bankruptcy Law is the Second most Complicated Section of Code in the USA, second only to TAX LAW, SO GOOD LUCK!**

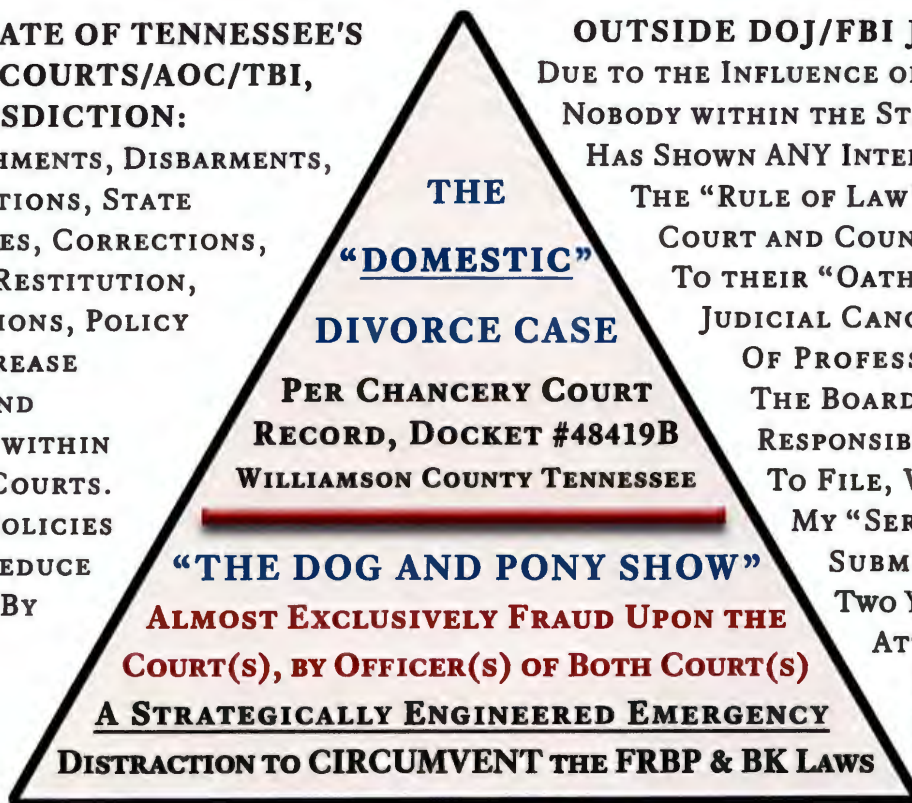
45

**TENNESSEE STATE CRIMES: TCA (VIOLATIONS)**

45

**INSIDE THE STATE OF TENNESSEE'S  
LEGISLATURE/COURTS/AOC/TBI,  
BJC & BPR JURISDICTION:**

ARRESTS, IMPEACHMENTS, DISBARMENTS,  
DISCIPLINARY ACTIONS, STATE  
CRIMINAL CHARGES, CORRECTIONS,  
EXPUNGEMENTS, RESTITUTION,  
DAMAGES, SANCTIONS, POLICY  
CHANGES TO INCREASE  
TRANSPARENCY AND  
ACCOUNTABILITY WITHIN  
ALL TENNESSEE COURTS.  
MORE UNIFORM POLICIES  
STATE-WIDE TO REDUCE  
DISCRIMINATION BY  
LOCAL RULES.  
**MANDATORY  
DISCLOSURES  
& RECUSALS OF  
HEARING CASES  
BY "FRIENDS".**

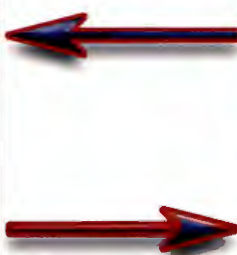


**OUTSIDE DOJ/FBI JURISDICTION:**  
DUE TO THE INFLUENCE OF THE "PLAYERS",  
NOBODY WITHIN THE STATE OF TENNESSEE  
HAS SHOWN ANY INTEREST IN ENFORCING  
THE "RULE OF LAW" OR HOLDING THE  
COURT AND COUNSEL ACCOUNTABLE  
TO THEIR "OATHS OF OFFICE", THE  
JUDICIAL CANONS, OR THE RULES  
OF PROFESSIONAL CONDUCT.  
THE BOARD OF PROFESSIONAL  
RESPONSIBILITY HAS REFUSED  
TO FILE, VET AND ACT UPON  
MY "SERIOUS COMPLAINT"  
SUBMITTED WELL OVER  
TWO YEARS-AGO; AGAINST  
ATTORNEYS VIRGINIA  
LEE STORY, MARY  
BETH AUSBROOKS,  
ELAINE BEELER,  
AND "FRIENDS".



**INSIDE DOJ/FBI JURISDICTION**  
**BANKRUPTCY CASE 3:19-BK-02693**  
FRBP 7001 ADVERSARY PROCEEDINGS  
FRBP 9011 ATTORNEY CERTIFICATION  
28 USC §§ 1927, 1334, 1335 — JURISDICTION  
11 USC §§ 363(b)(1), (e) NOTICE & HEARING  
11 USC § 363(h) SELL IF BENEFIT TO ESTATE  
11 USC §§ 541, 542, 543 Estate Property/Turnover  
18 USC § 241 CONSPIRACY AGAINST RIGHTS  
18 USC § 242 DEPRIVATION (COLOR OF LAW)  
18 USC §§ 157, 1341 BK FRAUD(s) & SWINDLES  
**18 USC § 1503 OBSTRUCTION OF JUSTICE**  
18 USC § 1519 FALSIFYING BK RECORDS  
18 USC § 1951 Hobb's Act EXTORTION  
18 USC § 1957 UNLAWFUL PROPERTY TRANS.

**IN DOJ/FBI/TBI JURISDICTION**  
**CONSTITUTIONAL, STATE, AND**  
**— FEDERAL CRIMES —**  
**COMMITTED BY BOTH COURTS**  
**AND COUNSEL COLLUSIVELY:**  
CONSPIRACY AGAINST RIGHTS,  
DEPRIVATION OF PROPERTY AND  
LIBERTY UNDER COLOR OF LAW,  
WITHOUT NOTICE/EQUAL OR DUE PROCESS.  
MALICIOUS LITIGATION, ABUSE, CRUELTY,  
FAILURE TO INTERVENE, NEGLECT TO  
PREVENT, CIVIL RIGHTS INTIMIDATION,  
COERCION, THEFT, EXTORTION, UNDER  
COLOR OF OFFICIAL RIGHT, ADA COERCION  
THREATS, INTERFERENCE, RETALIATION.



**SYNOPSIS:** Family Court Attorney, Virginia Lee Story (in Williamson County Chancery Court) Conspired with Bankruptcy Specialist, Attorney Mary Elizabeth Maney Ausbrooks (in U.S. Bankruptcy Court for the Middle District of Tennessee), well over a Month in Advance of my Ex-wife's **secret** Divorce Filing & Ambush. The Crux of this Conspiracy Conducted by Counsel, with the Fraudulent Assistance by BOTH Courts, was to CIRCUMVENT the "Federal Rules of Bankruptcy Procedure" (FRBP) and a Multitude of Federal Bankruptcy Laws, so they could Illegally FORCE the Deprivation of Multiple Property Interests (purchased/owned/held) by MYSELF in 1986 Sunnyside Drive, Brentwood, TN 37027; as well as by my two Roommates/Tenants State & Federally Protected "Leasehold Property Interests". Each of which Required an "Adversarial Proceeding", including **NOTICES & HEARINGS** in Federal District Court, or Federal Bankruptcy Court. Under the circumstances, the State Courts were specifically FORBIDDEN from Exercising Jurisdiction. The BK Trustee was REQUIRED to REMOVE the PROPERTY from my Ex-wife's **secret** "BANKRUPTCY ESTATE", as a "BURDENSOME ASSET", long before I met Judge Michael W. Binkley.

**Jeff Fenton**

**From:** Seliber, Megan (USTP) <Megan.Seliber@usdoj.gov>  
**Sent:** Tuesday, March 15, 2022 6:08 PM  
**To:** Jeff Fenton  
**Subject:** Fenton 19-02693: sale motion complaint  
**Attachments:** fenton 319-02693 deed.pdf

**IF the BANKRUPTCY COURT had OBEYED the FRBP, then the Bankruptcy Trustee would have been FORCED by the Federal Bankruptcy Court or the Federal District Court to REMOVE the Marital Residence from my Ex-wife's "BANKRUPTCY ESTATE" as a "BURDENSOME ASSET" long before I ever even MET Judge Binkley! BOTH my INTERESTS and my TENANT'S LEASEHOLD INTERESTS were PROTECTED under Federal Bankruptcy Laws!**

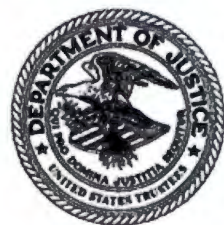
Mr. Fenton,

I further investigated your complaint that you were not given notice of the motion to sell 1986 Sunnyside Drive as a co-owner in bankruptcy court. I confirmed that you did not receive notice. ~~Because Judge Binkley gave your ex wife the power to close the sale in family court, it does not appear that any objection in bankruptcy court would have been availing even if you had been given notice.~~ For your records, I've attached the warranty deed and the family court order that was recorded.

Although you are welcome to seek bankruptcy counsel to investigate the matter further, ~~I believe that because the family court had dual jurisdiction over the property, you will need to seek any further remedy in state court. As the property has already been sold to a third party purchaser, it is also unclear if any remedies would be available.~~

This concludes my investigation into your complaint.

Best,



**Megan Seliber**  
Trial Attorney, Office of the United States Trustee  
318 Customs House, 701 Broadway  
Nashville, TN 37203  
(615) 695-4060

**The State Court DID NOT have DUAL JURISDICTION, that is a LIE! The Federal Court always has ORIGINAL JURISDICTION, and usually EXCLUSIVE JURISDICTION over all property, where it sits, as it sits, upon the day the BANKRUPTCY IS FILED!**

**The State Court is actually SPECIFICALLY FORBIDDEN from taking Jurisdiction over the property because of the circumstances, and the Bankruptcy having been filed 39-DAYS before the DIVORCE!**

**REMEDIES are ALWAYS available for RACKETEERING and FRAUD, especially with as many bad-actors, in a Conspiracy to intentionally CIRCUMVENT the FRBP and FEDERAL BANKRUPTCY LAWS via CRIMES UNDER COLOR OF LAW, without EQUAL or DUE PROCESS, in a Corrupt State Court!**

**The CRIMINAL EVIDENCE of CONSPIRACY AGAINST RIGHTS (AND PROPERTY) UNDER COLOR OF LAW, FRAUD UPON BOTH COURTS, HOBBS ACT EXTORTION, and a BUNCH OF FEDERAL BANKRUPTCY CRIMES is ALL in the TIME-LINE:**

**DAYS between when BANKRUPTCY WAS FILED on 4/26/2019 and when DIVORCE was FILED on 6/04/2019: 39-DAYS**

**DAYS between when BANKRUPTCY WAS FILED on 4/26/2019 and when I was SERVED DIVORCE PAPERS 6/15/2019: 50-DAYS**

**DAYS between when BANKRUPTCY WAS FILED on 4/26/2019 and when fraudulent "Order of Protection Ex Parte was Served on 6/20/2019: 55-DAYS**

**DAYS between when BANKRUPTCY was FILED on 4/26/2019 and when I had my FIRST HEARING in CHANCERY COURT on 8/1/2019: 97-DAYS (The Bankruptcy Attorney HAD TO KNOW this far in ADVANCE, that Judge Binkley would "PLAY BALL"!)**

Otherwise the Bankruptcy Attorney would have gotten CAUGHT filing a FRAUDULENT BANKRUPTCY PETITION, as would the TRUSTEE. The Bankruptcy Attorney would have been responsible for all losses, faced serious sanctions, and removal from office! She HAD TO KNOW that Judge Binkley would illegally FORCE THE AUCTION OF MY HOME, on my VERY FIRST DAY in Court, before she could WAIT for 97-DAYS for what she was REQUIRED to do within the first 14-DAYS of FILING the FRAUDULENT BANKRUPTCY!

**DAYS between when BANKRUPTCY WAS FILED on 4/26/2019 and when I was FORCEFULLY EVICTED from my home on 9/3/2019: 130-DAYS**

determination of personal injury awards or wrongful death claims from the bankruptcy court's core judicial authority. 28 U.S.C. § 157(b)(2)(O).

Bankruptcy courts may also hear "related non-core" proceedings. *Cf. In re Gallucci*, 931 F.2d 738 (11th Cir. 1991) (bankruptcy court may not hear non-core, nonrelated matters). A proceeding "relates to" a bankruptcy case if its outcome affects the amount of property available for distribution of the allocation of property to creditors. *In re Emerald Acquisition Corp.*, 170 B.R. 632 (Bankr. N.D. Ill. 1994). In a non-core related case, absent the consent of the parties, the bankruptcy court must submit findings of fact and conclusions of law to the district court, which then enters judgment in the case. 28 U.S.C. § 157(c)(1) and (2). Case law has defined "related proceedings" as those proceedings that, in the absence of a petition in bankruptcy, the parties could bring in a state or district court. *See Moody v. Amoco Oil Company*, 734 F.2d 1200 (7th Cir. 1984) cert. den'd, 469 U.S. 982 (1984). *See also, In re Best Prod. Co., Inc.*, 168 B.R. 35 (Bankr. S.D. N.Y. 1994).

The bankruptcy judge determines whether a matter is core or non-core. *Eubanks v. Esenjay Petro Corp.*, 152 B.R. 459 (E.D. La. 1993). The judge may make this determination on her own motion or upon the timely motion of a party. 28 U.S.C. § 157(b)(3). The bankruptcy judge's determination that a proceeding is core -- either express or implied from his entering a final order -- is presumably subject to review on appeal. However, unless the objecting party appeals the determination in a timely fashion and the court reverses its decision, the final judgment or order will bind the parties even though the matter may have been truly non-core. *See DuVoisin v. Foster (In re Southern Indust. Banking Corp.)*, 809 F.2d 329, 331 (6th Cir. 1987).

#### 5. Jurisdiction Over Property

28 U.S.C. § 1334(e) grants the bankruptcy court exclusive jurisdiction over all property, wherever located, of the debtor and the estate as of the commencement of the case. This section makes clear that a bankruptcy proceeding constitutes, in large measure, an in rem action for the purposes of collection, liquidation, and distribution of an estate. To this end, the bankruptcy court has exclusive jurisdiction over virtually all the debtor's property interests, disputes, ownership or lien interests in that property and about its disposition. In general, the property is accorded the bankruptcy court's protection, even if it was subject to the jurisdiction of another court at the time the bankruptcy petition was filed. This jurisdictional provision directly affects any

divorce action the non-debtor spouse may seek to commence or which is ongoing when the bankruptcy proceeding is filed. Absent abstention by the bankruptcy court of its exclusive jurisdiction over the debtor's property, the state court may not exercise jurisdiction over property of the debtor or property of the bankruptcy estate. *See e.g., In re Palmer*, 78 B.R. 402, 405-06 (Bankr. E.D.N.Y. 1987).

#### F. Bankruptcy Administration

One matter causing confusion and frustration to nonbankruptcy practitioners is the number of parties involved in the administration of the bankruptcy case. These parties include the bankruptcy judge, the United States Trustee's office, a panel or private trustee, the estate's professionals and, in limited circumstances, examiners. While a detailed discussion of the roles of each of these parties to a bankruptcy case would provide a topic for an entirely separate paper, a brief description is necessary for understanding the basics of bankruptcy.

##### 1. The Bankruptcy Judge

Although technically not an "administrator," the bankruptcy judge (as described above) presides over cases and proceedings before the bankruptcy court. The role of the bankruptcy judge is comparable to that of other judges, i.e., to act as a finder of fact and to make conclusions of law based on presentation of evidence and argument to the court. The absence of the bankruptcy judge in administration is a noteworthy development of modern bankruptcy. Prior to the enactment of the Bankruptcy Code, the bankruptcy judge not only exercised judicial decision-making authority, but also supervised the administration of bankruptcy cases. The dual-role of the bankruptcy judge was, in the opinion of many, the most glaring defect in the former bankruptcy system. The very nature of administrative duties imposed by the court under the Bankruptcy Act encouraged, if not required informal contact among the bankruptcy judge, lawyers, and others participating in the bankruptcy administration. For this reason, the Bankruptcy Code separates the judicial and administrative functions. The United States Trustee's Office performs the administrative functions previously handled by bankruptcy judges.

##### 2. The United States Trustee

The United States Trustee operates under the supervision of the United States Attorney General. The twenty-one regions, which consist of groups of federal judicial districts, comprise the United States Trustee system. 28 U.S.C. § 581(a). The Attorney General appoints a United States Trustee for each

**UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF TENNESSEE  
NASHVILLE DIVISION**

In re:

§  
§  
§  
§  
§  
§

Case No. 3:19-BK-02693

**FAWN TIFFANY FENTON**

Debtor(s)

**CHAPTER 7 TRUSTEE'S FINAL ACCOUNT AND DISTRIBUTION REPORT  
CERTIFICATION THAT THE ESTATE HAS BEEN FULLY ADMINISTERED  
AND APPLICATION TO BE DISCHARGED (TDR)**

John C. McLemore, chapter 7 trustee, submits this Final Account, Certification that the Estate has been Fully Administered and Application to be Discharged.

1) All funds on hand have been distributed in accordance with the Trustee's Final Report and, if applicable, any order of the Court modifying the Final Report. The case is fully administered and all assets and funds which have come under the trustee's control in this case have been properly accounted for as provided by law. The trustee hereby requests to be discharged from further duties as a trustee.

2) A summary of assets abandoned, assets exempt, total distributions to claimants, claims discharged without payment, and expenses of administration is provided below:

Assets Abandoned:                    \$1,250.00 <i>(without deducting any secured claims)</i>	Assets Exempt:                    \$11,000.00
Total Distributions to Claimants:                    \$3,028.98	<b>Claims Discharged Without Payment:                    \$55,593.59</b>
Total Expenses of Administration:                    \$1,371.02	<b>ATTORNEY STORY: — \$11,514.50</b> (SEE PAGE-4)                    \$44,079.09

3) Total gross receipts of \$4,400.00 (see **Exhibit 1**), minus funds paid to the debtor(s) and third parties of \$0.00 (see **Exhibit 2**), yielded net receipts of \$4,400.00 from the liquidation of the property of the estate, which was distributed as follows:

	CLAIMS SCHEDULED	CLAIMS ASSERTED	CLAIMS ALLOWED	CLAIMS PAID
Secured Claims (from <b>Exhibit 3</b> )	\$11,672.82	\$308,190.92	\$0.00	\$0.00
Priority Claims:				
Chapter 7 Admin. Fees and Charges (from <b>Exhibit 4</b> )	NA	\$1,371.02	\$1,371.02	\$1,371.02
Prior Chapter Admin. Fees and Charges (from <b>Exhibit 5</b> )	NA	\$0.00	\$0.00	\$0.00
Priority Unsecured Claims (From <b>Exhibit 6</b> )	\$0.00	\$0.00	\$0.00	\$0.00
General Unsecured Claims (from <b>Exhibit 7</b> )	\$59,845.46	\$37,324.85	\$35,314.85	\$3,028.98
<b>Total Disbursements</b>	\$71,518.28	\$346,886.79	\$36,685.87	\$4,400.00

4). This case was originally filed under chapter 0 on 04/26/2019. The case was converted to one under Chapter 7 on 12/06/2019. The case was pending for 13 months.

5). All estate bank statements, deposit slips, and canceled checks have been submitted to the United States Trustee.

6). An individual estate property record and report showing the final accounting of the assets of the estate is attached as **Exhibit 8**. The cash receipts and disbursements records for each estate bank account, showing the final accounting of the receipts and disbursements of estate funds is attached as **Exhibit 9**.

Pursuant to Fed R Bank P 5009, I hereby certify, under penalty of perjury, that the foregoing report is true and correct.

Dated: 01/09/2021

By: /s/ John C. McLemore  
Trustee

STATEMENT: This Uniform Form is associated with an open bankruptcy case, therefore, Paperwork Reduction Act exemption 5 C.F.R. § 1320.4(a)(2) applies.



**EXHIBITS TO  
FINAL ACCOUNT**

**EXHIBIT 1 – GROSS RECEIPTS**

DESCRIPTION	UNIFORM TRAN. CODE	AMOUNT RECEIVED
2017 Toyota Prius Mileage: 30,000 Other Information: VIN: JTDKBRFU2H3033495	1129-000	\$4,400.00
<b>TOTAL GROSS RECEIPTS</b>		\$4,400.00

The Uniform Transaction Code is an accounting code assigned by the trustee for statistical reporting purposes.

**EXHIBIT 2 – FUNDS PAID TO DEBTOR & THIRD PARTIES**

NONE

**EXHIBIT 3 – SECURED CLAIMS**

NONE

CLAIM NUMBER	CLAIMANT	UNIFORM TRAN. CODE	CLAIMS SCHEDULED	CLAIMS ASSERTED	CLAIMS ALLOWED	CLAIMS PAID
6	BancorpSouth Bank	4110-000	\$0.00	\$54,863.54	\$0.00	\$0.00
7	Toyota Motor Credit Corporation	4210-000	\$11,672.82	\$12,600.00	\$0.00	\$0.00
8	Specialized Loan Servicing LLC	4110-000	\$0.00	\$240,727.38	\$0.00	\$0.00
<b>TOTAL SECURED CLAIMS</b>			\$11,672.82	\$308,190.92	\$0.00	\$0.00

**EXHIBIT 4 – CHAPTER 7 ADMINISTRATIVE FEES and CHARGES**

PAYEE	UNIFORM TRAN. CODE	CLAIMS SCHEDULED	CLAIMS ASSERTED	CLAIMS ALLOWED	CLAIMS PAID
John C. McLemore, Trustee	2100-000	NA	\$1,100.00	\$1,100.00	\$1,100.00
John C. McLemore, Trustee	2200-000	NA	\$83.69	\$83.69	\$83.69
Pinnacle Bank	2600-000	NA	\$6.33	\$6.33	\$6.33
U.S. Bankruptcy Court Clerk	2700-000	NA	\$181.00	\$181.00	\$181.00
<b>TOTAL CHAPTER 7 ADMIN. FEES AND CHARGES</b>			NA	\$1,371.02	\$1,371.02

**EXHIBIT 5 – PRIOR CHAPTER ADMINISTRATIVE FEES and CHARGES**

NONE

**EXHIBIT 6 – PRIORITY UNSECURED CLAIMS**

CLAIM	CLAIMANT	UNIFORM	CLAIMS	CLAIMS	CLAIMS	CLAIMS
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NUMBER	TRAN. CODE	SCHEDULED	ASSERTED	ALLOWED	PAID	
1	IRS Insolvency	5800-000	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL PRIORITY UNSECURED CLAIMS</b>			<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**EXHIBIT 7 – GENERAL UNSECURED CLAIMS**

CLAIM NUMBER	CLAIMANT	UNIFORM TRAN. CODE	CLAIMS SCHEDULED	CLAIMS ASSERTED	CLAIMS ALLOWED	CLAIMS PAID
2	Ascend Federal Credit Union	7100-000	\$12,900.65	\$12,900.65	\$12,900.65	\$1,106.50
3	Ascend Federal Credit Union	7100-000	\$4,212.89	\$5,000.00	\$2,990.00	\$256.45
4	American Express National Bank	7100-000	\$9,518.02	\$9,518.02	\$9,518.02	\$816.37
5	Capital One Bank (USA), N.A.	7100-000	\$9,906.18	\$9,906.18	\$9,906.18	\$849.66
	BanCorp South	7100-000	\$0.00	\$0.00	\$0.00	\$0.00
	Bank of America	7100-000	\$11,793.22	\$0.00	\$0.00	\$0.00
	Chase Card	7100-000	\$0.00	\$0.00	\$0.00	\$0.00
	Specialized Loan Servicing, LLC	7100-000	\$0.00	\$0.00	\$0.00	\$0.00
	Virginia Lee Story	7100-000	\$11,514.50	\$0.00	\$0.00	\$0.00
<b>TOTAL GENERAL UNSECURED CLAIMS</b>			<b>\$59,845.46</b>	<b>\$37,324.85</b>	<b>\$35,314.85</b>	<b>\$3,028.98</b>

INDIVIDUAL ESTATE PROPERTY RECORD AND REPORT  
ASSET CASES

Case No.: 19-02693-CW3-7  
Case Name: FENTON, FAWN TIFFANY  
For the Period Ending: 1/9/2021

Trustee Name: John C. McLemore  
Date Filed (f) or Converted (c): 12/06/2019 (c)  
§341(a) Meeting Date: 01/06/2020  
Claims Bar Date: 05/04/2020

1	2	3	4	5	6
Asset Description (Scheduled and Unscheduled (u) Property)	Petition/ Unscheduled Value	Estimated Net Value (Value Determined by Trustee, Less Liens, Exemptions, and Other Costs)	Property Abandoned OA = § 554(a) abandon.	Sales/Funds Received by the Estate	Asset Fully Administered (FA)/ Gross Value of Remaining Assets
Ref. #					
1	2017 Toyota Prius Mileage: 30,000 Other Information: VIN: JTDKBRFU2H3033495	\$14,500.00	\$6,188.16	\$4,400.00	FA
2	Sofa, Rugs, End Table, Coffee Table, Bedroom Suite, Bookshelves, Gun Safe, Table & Chairs, Toaster, Pots & Pans, Misc. Household items	\$1,420.00	\$0.00	\$0.00	FA
3	TV, Tablet	\$575.00	\$0.00	\$0.00	FA
4	Breyer Horses	\$450.00	\$0.00	\$0.00	FA
5	AR15, FN-FAL, Glock 23, Rugger SP101	\$2,750.00	\$50.00	\$0.00	FA
6	Clothing/Shoes/Purse	\$500.00	\$0.00	\$0.00	FA
7	Wedding Ring \$1500 and Costume jewelry	\$1,200.00	\$300.00	\$0.00	FA
<b>Asset Notes:</b> Jeweler said worth \$300. Burdensome Asset.					
8	Dog, 2 Bunnies, Fish	\$0.00	\$0.00	\$0.00	FA
9	Items in storage Books, Luggage, Pet Supplies, Christmas Decorations	\$435.00	\$0.00	\$0.00	FA
10	2 Aquarium located at 102 Plum Nelly Circle	\$425.00	\$0.00	\$0.00	FA
11	Cash	\$200.00	\$0.00	\$0.00	FA
12	Checking First Farmers & Merchants	\$1,349.36	\$0.00	\$0.00	FA
13	Checking Ascend Federal CU	\$0.00	\$0.00	\$0.00	FA
14	Savings First Farmers & Merchants	\$1,350.65	\$0.00	\$0.00	FA
15	Savings Ascend Federal CU	\$272.60	\$0.00	\$0.00	FA
16	Checking MIT FCU (u)	\$255.00	\$0.00	\$0.00	FA
17	Savings MIT FCU (u)	\$200.55	\$0.00	\$0.00	FA
18	Cellphone, Laptop (u)	\$550.00	\$0.00	\$0.00	FA

TOTALS (Excluding unknown value)

\$26,433.16

\$6,538.16

\$4,400.00

Gross Value of Remaining Assets

\$0.00

INDIVIDUAL ESTATE PROPERTY RECORD AND REPORT  
ASSET CASES

Case No.: 19-02693-CW3-7  
 Case Name: FENTON, FAWN TIFFANY  
 For the Period Ending: 1/9/2021

Trustee Name: John C. McLemore  
 Date Filed (f) or Converted (c): 12/06/2019 (c)  
 §341(a) Meeting Date: 01/06/2020  
 Claims Bar Date: 05/04/2020

1	2	3	4	5	6
Asset Description (Scheduled and Unscheduled (u) Property)	Petition/ Unscheduled Value	Estimated Net Value (Value Determined by Trustee, Less Liens, Exemptions, and Other Costs)	Property Abandoned OA =§ 554(a) abandon.	Sales/Funds Received by the Estate	Asset Fully Administered (FA)/ Gross Value of Remaining Assets

07/07/2020 PC with Virginia Story 615-790-1778 who represents the Debtor in her Williamson County Divorce (Judge Binkley)

07/02/2020 PC from Jeff Fenton?? Debtor's former husband talked with him for more than 30 minutes.

05/27/2020 Filed Mt to Allow/Disallow Claims.

05/13/2020 Email to Jodie Thresher re: claims.

04/15/2020 Fawn Fenton picked up her ring.

04/01/2020 Email to Jody Thresher and Mary Beth Ausbrooks about Debtor's ring

03/19/2020 Filed Report of Sale.

03/19/2020 Jeweler said diamond ring and wedding band was worth \$300. Burdensome asset. Will return ring to Debtor.

02/19/2020 Gave diamond ring and wedding band to Bobby Colson who will get a valuation.

02/10/2020 Filed Mt to Sell Equity in Vehicle to Debtor for \$4,400.

02/03/2020 Claims bar 5/4/2020.

01/30/2020 Debtor wants to buy equity in vehicle

01/30/2020 Email to Jodie Thresher about wedding ring.

01/28/2020 Calculation of value of equity in 2017 Toyota Prius

01/20/2020 PC with Paul Spina counsel for Toyota Motor Credit.

01/08/2020 Email from Jodie Thresher, Debtor's attorney - Just wanted to give you a heads up that we will be filing an Amended Schedule A/B and C on this case.

01/07/2020 Email to Mary Beth - John told Ms. Fenton yesterday that he would like an independent valuation of her 2017 Toyota Prius. See attached instructions to forward to your client.

Initial Projected Date Of Final Report (TFR):

Current Projected Date Of Final Report (TFR):

/s/ JOHN C. MCLEMORE

JOHN C. MCLEMORE

CASH RECEIPTS AND DISBURSEMENTS RECORD

Case No. 19-02693-CW3-7  
 Case Name: FENTON, FAWN TIFFANY  
 Primary Taxpayer ID #: \*\*-\*\*\*4153  
 Co-Debtor Taxpayer ID #:  
 For Period Beginning: 4/26/2019  
 For Period Ending: 1/9/2021

Trustee Name: John C. McLemore  
 Bank Name: Pinnacle Bank  
 Checking Acct #: \*\*\*\*\*0194  
 Account Title:  
 Blanket bond (per case limit): \$720,000.00  
 Separate bond (if applicable):

1	2	3	4	5	6	7	
Transaction Date	Check / Ref. #	Paid to/ Received From	Description of Transaction	Uniform Tran Code	Deposit \$	Disbursement \$	Balance
02/05/2020	(1)	Diane D. Winters	EX-WIFE'S MOM PAID TO KEEP NEW PRIUS! Equity in 2017 Toyota Prius per 2-10-2020 Motion to Sell [Dkt. No. 99]	1129-000	\$4,400.00		\$4,400.00
07/31/2020		Pinnacle Bank	Service Charge	2600-000		\$77.00	\$4,323.00
08/03/2020		Pinnacle Bank	Service Charge	2600-000		(\$77.00)	\$4,400.00
08/03/2020		Pinnacle Bank	Service Charge	2600-000		\$6.33	\$4,393.67
09/03/2020	3001	U.S. Bankruptcy Court Clerk	Motion to Sell Filing Fee (Docket No. 99)	2700-000		\$181.00	\$4,212.67
12/12/2020	3002	John C. McLemore	Trustee Compensation	2100-000		\$1,100.00	\$3,112.67
12/12/2020	3003	John C. McLemore	Trustee Expenses	2200-000		\$83.69	\$3,028.98
12/12/2020	3004	Ascend Federal Credit Union	Final Distribution	7100-000		\$1,106.50	\$1,922.48
12/12/2020	3005	Ascend Federal Credit Union	Final Distribution	7100-000		\$256.45	\$1,666.03
12/12/2020	3006	American Express National Bank	Final Distribution	7100-000		\$816.37	\$849.66
12/12/2020	3007	Capital One Bank (USA), N.A.	Final Distribution	7100-000		\$849.66	\$0.00

<b>TOTALS:</b>	\$4,400.00	\$4,400.00	\$0.00
Less: Bank transfers/CDs	\$0.00	\$0.00	
<b>Subtotal</b>	\$4,400.00	\$4,400.00	
Less: Payments to debtors	\$0.00	\$0.00	
<b>Net</b>	\$4,400.00	\$4,400.00	

For the period of 4/26/2019 to 1/9/2021

Total Compensable Receipts:	\$4,400.00
Total Non-Compensable Receipts:	\$0.00
Total Comp/Non Comp Receipts:	\$4,400.00
Total Internal/Transfer Receipts:	\$0.00

Total Compensable Disbursements:	\$4,400.00
Total Non-Compensable Disbursements:	\$0.00
Total Comp/Non Comp Disbursements:	\$4,400.00
Total Internal/Transfer Disbursements:	\$0.00

For the entire history of the account between 02/03/2020 to 1/9/2021

Total Compensable Receipts:	\$4,400.00
Total Non-Compensable Receipts:	\$0.00
Total Comp/Non Comp Receipts:	\$4,400.00
Total Internal/Transfer Receipts:	\$0.00

Total Compensable Disbursements:	\$4,400.00
Total Non-Compensable Disbursements:	\$0.00
Total Comp/Non Comp Disbursements:	\$4,400.00
Total Internal/Transfer Disbursements:	\$0.00

**FORM 2**

**CASH RECEIPTS AND DISBURSEMENTS RECORD**

Case No. 19-02693-CW3-7  
 Case Name: FENTON, FAWN TIFFANY  
 Primary Taxpayer ID #: \*\*\_\*\*\*4153  
 Co-Debtor Taxpayer ID #:  
 For Period Beginning: 4/26/2019  
 For Period Ending: 1/9/2021

Trustee Name: John C. McLemore  
 Bank Name: Pinnacle Bank  
 Checking Acct #: \*\*\*\*\*0194  
 Account Title:  
 Blanket bond (per case limit): \$720,000.00  
 Separate bond (if applicable):

1	2	3	4	5	6	7	
Transaction Date	Check / Ref. #	Paid to/ Received From	Description of Transaction	Uniform Tran Code	Deposit \$	Disbursement \$	Balance

<b>TOTAL - ALL ACCOUNTS</b>	<b>NET DEPOSITS</b>	<b>NET DISBURSE</b>	<b>ACCOUNT BALANCES</b>
	<u>\$4,400.00</u>	<u>\$4,400.00</u>	<u>\$0.00</u>

**For the period of 4/26/2019 to 1/9/2021**

Total Compensable Receipts: \$4,400.00  
 Total Non-Compensable Receipts: \$0.00  
 Total Comp/Non Comp Receipts: \$4,400.00  
 Total Internal/Transfer Receipts: \$0.00

Total Compensable Disbursements: \$4,400.00  
 Total Non-Compensable Disbursements: \$0.00  
 Total Comp/Non Comp Disbursements: \$4,400.00  
 Total Internal/Transfer Disbursements: \$0.00

**For the entire history of the case between 12/06/2019 to 1/9/2021**

Total Compensable Receipts: \$4,400.00  
 Total Non-Compensable Receipts: \$0.00  
 Total Comp/Non Comp Receipts: \$4,400.00  
 Total Internal/Transfer Receipts: \$0.00

Total Compensable Disbursements: \$4,400.00  
 Total Non-Compensable Disbursements: \$0.00  
 Total Comp/Non Comp Disbursements: \$4,400.00  
 Total Internal/Transfer Disbursements: \$0.00

/s/ JOHN C. MCLEMORE

JOHN C. MCLEMORE

Publications (<https://www.bayardlaw.com/news/?category=publications>)  
/ Sections 542 and 543—Turnover of Property of the Estate (2016)

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Publications / 11.14.2016

# Sections 542 and 543—Turnover of Property of the Estate (2016)

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By Bruce Grohsgal\* and Gregory J. Flasser (<http://www.bayardlaw.com/attorney/gregory-j-flasser>)\*\*

## I. INTRODUCTION

Section 542 of the Bankruptcy Code generally requires a noncustodial entity who has possession, custody, or control of property of the estate that the trustee may use, sell, or lease under § 363, or that the debtor may exempt under § 522, to deliver to the trustee the property or the value of the property, and to account for such property.<sup>1</sup> Section 543 similarly requires a custodian with knowledge of the commencement of the case to deliver such property and the proceeds of such property to the trustee and account for such property.<sup>2</sup> This paper reports on opinions regarding turnover published since the 2015 update.<sup>3</sup>

## II. JURISDICTION AND AUTHORITY OF THE BANKRUPTCY COURTS

### Jurisdiction and Authority — Generally

Bankruptcy jurisdiction is essentially in rem, based on the district court's exclusive jurisdiction over all property, wherever located, of the debtor's estate.<sup>4</sup> The court's jurisdiction begins on the filing of the bankruptcy case and for most purposes ends when the property is transferred from the estate or reverts in the debtor<sup>5</sup> or the case is dismissed.<sup>6</sup> The bankruptcy court stands in the district court's shoes with respect to its jurisdiction over estate property, by virtue of the standing order of reference from its district court, and has exclusive jurisdiction over property of the debtor's estate.<sup>7</sup>

Sections 542 and 543—Turnover of Property of the Estate (2016) - Bayard Law

The statutory framework for this jurisdiction is set forth in 28 U.S.C.A. § 157. Section 157(b) gives bankruptcy judges the statutory authority to enter final judgments on certain “core” matters arising under or arising in the bankruptcy case. “Core” matters expressly include “orders to turn over property of the estate.”<sup>8</sup>

Under § 157, a bankruptcy judge does not have authority to enter a final judgment on a matter that is not core but is merely “related to” the bankruptcy case. A ubiquitous example of a non-core action is a suit by a debtor to recover a disputed prepetition account receivable. The bankruptcy judge may hear a non-core, “related to” matter, but it cannot enter final judgment on it unless the district court has referred the matter to the bankruptcy court and the parties have consented to the bankruptcy court’s authority to enter final judgment. Absent such referral and consent, the bankruptcy judge may only submit its proposed findings of fact and conclusions of law to the district court. The district judge following its de novo consideration of both the facts and the law, then enters or declines to enter the final judgment.<sup>9</sup>

It follows from this jurisdictional foundation that a turnover action with respect to estate property is a core proceeding, and the jurisdictional statute that governs bankruptcy proceedings expressly so provides.<sup>10</sup>





attach thereto an affidavit, made by himself or by his duly authorized attorney or agent having knowledge of the facts, that such item is correct and has been necessarily incurred in the case and that the services for which fees have been charged were actually and necessarily performed.

(June 25, 1948, ch. 646, 62 Stat. 957.)

#### HISTORICAL AND REVISION NOTES

Based on title 28, U.S.C., 1940 ed., §831 (R.S. §984; June 10, 1921, ch. 18, §304, 42 Stat. 24).

Section as revised conforms to existing Federal Practice. See note to subdivision (d) of Rule 54 of the Federal Rules of Civil Procedure. For discussion as to verification of bill of costs under existing practice, see—8 Hughes, *Federal Practice, Jurisdiction and Procedure—Civil and Criminal*, §6441.

Words "or allowed by the General Accounting Office" were omitted as unnecessary. That office will not allow items in a tax bill for costs against the United States unless such bill has been taxed by the court, and the court, under this section, cannot tax as costs items in an unverified bill.

Changes were made in phraseology.

#### § 1925. Admiralty and maritime cases

Except as otherwise provided by Act of Congress, the allowance and taxation of costs in admiralty and maritime cases shall be prescribed by rules promulgated by the Supreme Court.

(June 25, 1948, ch. 646, 62 Stat. 957.)

#### HISTORICAL AND REVISION NOTES

This section was drafted to make possible the promulgation of comprehensive and uniform rules governing costs in admiralty. Various enactments of Congress, all over 100 years old, relate to particular features of such matter, but do not set forth any comprehensive and uniform procedure. See, for example, sections 818, 826, and 827 of title 28, U.S.C., 1940 ed.

#### § 1926. Court of Federal Claims

(a) The Judicial Conference of the United States shall prescribe from time to time the fees and costs to be charged and collected in the United States Court of Federal Claims.

(b) The court and its officers shall collect only such fees and costs as the Judicial Conference prescribes. The court may require advance payment of fees by rule.

(June 25, 1948, ch. 646, 62 Stat. 957; Pub. L. 97-164, title I, §139(p)(1), Apr. 2, 1982, 96 Stat. 44; Pub. L. 102-572, title IX, §902(b), Oct. 29, 1992, 106 Stat. 4516.)

#### HISTORICAL AND REVISION NOTES

Based on title 28, U.S.C., 1940 ed., §304 (Mar. 3, 1911, ch. 231, §191, 36 Stat. 1144).

For distribution of other provisions of section 304 of title 28, U.S.C., 1940 ed., see Distribution Table.

Changes were made in phraseology.

#### AMENDMENTS

1992—Pub. L. 102-572 substituted "Court of Federal Claims" for "Claims Court" as section catchline and "United States Court of Federal Claims" for "United States Claims Court" in subsec. (a).

1982—Pub. L. 97-164 substituted "Claims Court" for "Court of Customs and Patent Appeals" as section catchline and, in text substituted provisions directing the Judicial Conference of the United States to prescribe from time to time the fees and costs to be

charged and collected in the United States Claims Court and directing the court and its officers to collect only such fees and costs as the Judicial Conference prescribes, with the court authorized to require advance payment of fees by rule for provisions which had directed that fees and costs in the Court of Customs and Patent Appeals be fixed by a table of fees adopted by such court and approved by the Supreme Court, that the fees and costs so fixed not exceed the fees and costs charged in the Supreme Court, and that the fees be accounted for and paid over to the Treasury.

#### EFFECTIVE DATE OF 1992 AMENDMENT

Amendment by Pub. L. 102-572 effective Oct. 29, 1992, see section 911 of Pub. L. 102-572, set out as a note under section 171 of this title.

#### EFFECTIVE DATE OF 1982 AMENDMENT

Amendment by Pub. L. 97-164 effective Oct. 1, 1982, see section 402 of Pub. L. 97-164, set out as a note under section 171 of this title.

#### COURT FEES FOR ELECTRONIC ACCESS TO INFORMATION

Judicial Conference to prescribe reasonable fees for collection by courts under this section for access to information available through automatic data processing equipment and fees to be deposited in Judiciary Automation Fund, see section 303 of Pub. L. 102-140, set out as a note under section 1913 of this title.

#### § 1927. Counsel's liability for excessive costs

Any attorney or other person admitted to conduct cases in any court of the United States or any Territory thereof who so multiplies the proceedings in any case unreasonably and vexatiously may be required by the court to satisfy personally the excess costs, expenses, and attorneys' fees reasonably incurred because of such conduct.

(June 25, 1948, ch. 646, 62 Stat. 957; Pub. L. 96-349, §3, Sept. 12, 1980, 94 Stat. 1156.)

#### HISTORICAL AND REVISION NOTES

Based on title 28, U.S.C., 1940 ed., §829 (R.S. §982).

Word "personally" was inserted upon authority of *Motion Picture Patents Co. v. Steiner et al.*, 1912, 201 F. 63, 119 C.C.A. 401. Reference to "proctor" was omitted as covered by the revised section.

See definition of "court of the United States" in section 451 of this title.

Changes were made in phraseology.

#### AMENDMENTS

1980—Pub. L. 96-349 substituted judicial authorization to require attorneys to satisfy excess costs, expenses, and attorneys' fees reasonably incurred because of multiplication of proceedings for such prior authority to impose liability for increased costs based on multiplication of proceedings.

#### § 1928. Patent infringement action; disclaimer not filed

Whenever a judgment is rendered for the plaintiff in any patent infringement action involving a part of a patent and it appears that the patentee, in his specifications, claimed to be, but was not, the original and first inventor or discoverer of any material or substantial part of the thing patented, no costs shall be included in such judgment, unless the proper disclaimer has been filed in the United States Patent and Trademark Office prior to the commencement of the action.

(June 25, 1948, ch. 646, 62 Stat. 957; Pub. L. 106-113, div. B, §1000(a)(9) [title IV, §4732(b)(17)], Nov. 29, 1999, 113 Stat. 1536, 1501A-585.)

(D) Subparagraphs (A) through (C) shall not apply, and the court may not dismiss or convert a case based on any form of means testing—

(i) if the debtor is a disabled veteran (as defined in section 3741(1) of title 38), and the indebtedness occurred primarily during a period during which he or she was—

(I) on active duty (as defined in section 101(d)(1) of title 10); or

(II) performing a homeland defense activity (as defined in section 901(1) of title 32); or

(ii) with respect to the debtor, while the debtor is—

(I) on, and during the 540-day period beginning immediately after the debtor is released from, a period of active duty (as defined in section 101(d)(1) of title 10) of not less than 90 days; or

(II) performing, and during the 540-day period beginning immediately after the debtor is no longer performing, a homeland defense activity (as defined in section 901(1) of title 32) performed for a period of not less than 90 days;

if after September 11, 2001, the debtor while a member of a reserve component of the Armed Forces or a member of the National Guard, was called to such active duty or performed such homeland defense activity.

(3) In considering under paragraph (1) whether the granting of relief would be an abuse of the provisions of this chapter in a case in which the presumption in paragraph (2)(A)(i) does not arise or is rebutted, the court shall consider—

(A) whether the debtor filed the petition in bad faith; or

(B) the totality of the circumstances (including whether the debtor seeks to reject a personal services contract and the financial need for such rejection as sought by the debtor) of the debtor's financial situation demonstrates abuse.

(4)(A) The court, on its own initiative or on the motion of a party in interest, in accordance with the procedures described in rule 9011 of the Federal Rules of Bankruptcy Procedure, may order the attorney for the debtor to reimburse the trustee for all reasonable costs in prosecuting a motion filed under section 707(b), including reasonable attorneys' fees, if—

(i) a trustee files a motion for dismissal or conversion under this subsection; and

(ii) the court—

(I) grants such motion; and

(II) finds that the action of the attorney for the debtor in filing a case under this chapter violated rule 9011 of the Federal Rules of Bankruptcy Procedure.

(B) If the court finds that the attorney for the debtor violated rule 9011 of the Federal Rules of Bankruptcy Procedure, the court, on its own initiative or on the motion of a party in interest, in accordance with such procedures, may order—

(i) the assessment of an appropriate civil penalty against the attorney for the debtor; and

(ii) the payment of such civil penalty to the trustee, the United States trustee (or the bankruptcy administrator, if any).

(C) The signature of an attorney on a petition, pleading, or written motion shall constitute a certification that the attorney has—

(i) performed a reasonable investigation into the circumstances that gave rise to the petition, pleading, or written motion; and

(ii) determined that the petition, pleading, or written motion—

(I) is well grounded in fact; and

(II) is warranted by existing law or a good faith argument for the extension, modification, or reversal of existing law and does not constitute an abuse under paragraph (1).

(D) The signature of an attorney on the petition shall constitute a certification that the attorney has no knowledge after an inquiry that the information in the schedules filed with such petition is incorrect.

(5)(A) Except as provided in subparagraph (B) and subject to paragraph (6), the court, on its own initiative or on the motion of a party in interest, in accordance with the procedures described in rule 9011 of the Federal Rules of Bankruptcy Procedure, may award a debtor all reasonable costs (including reasonable attorneys' fees) in contesting a motion filed by a party in interest (other than a trustee or United States trustee (or bankruptcy administrator, if any)) under this subsection if—

(i) the court does not grant the motion; and

(ii) the court finds that—

(I) the position of the party that filed the motion violated rule 9011 of the Federal Rules of Bankruptcy Procedure; or

(II) the attorney (if any) who filed the motion did not comply with the requirements of clauses (i) and (ii) of paragraph (4)(C), and the motion was made solely for the purpose of coercing a debtor into waiving a right guaranteed to the debtor under this title.

(B) A small business that has a claim of an aggregate amount less than \$1,000<sup>1</sup> shall not be subject to subparagraph (A)(ii)(I).

(C) For purposes of this paragraph—

(i) the term "small business" means an unincorporated business, partnership, corporation, association, or organization that—

(I) has fewer than 25 full-time employees as determined on the date on which the motion is filed; and

(II) is engaged in commercial or business activity; and

(ii) the number of employees of a wholly owned subsidiary of a corporation includes the employees of—

(I) a parent corporation; and

(II) any other subsidiary corporation of the parent corporation.

(6) Only the judge or United States trustee (or bankruptcy administrator, if any) may file a motion under section 707(b), if the current monthly income of the debtor, or in a joint case, the debtor and the debtor's spouse, as of the date of the order for relief, when multiplied by 12, is equal to or less than—

(A) in the case of a debtor in a household of 1 person, the median family income of the applicable State for 1 earner;

(B) in the case of a debtor in a household of 2, 3, or 4 individuals, the highest median fam-



Court and the Congress will thus be relieved of the burden of considering the large number of complex forms used in bankruptcy practice. The use of the Official Forms has generally been held subject to a "rule of substantial compliance" and some of these rules, for example Rule 1002, specifically state that the filed document need only "conform substantially" to the Official Form. See also Rule 9005. The second sentence recognizes the propriety of combining and rearranging Official Forms to take advantage of technological developments and resulting economies.

The Director of the Administrative Office is authorized to issue additional forms for the guidance of the bar.

NOTES OF ADVISORY COMMITTEE ON RULES—1991  
AMENDMENT

Rule 9029 [9009] is amended to clarify that local court rules may not prohibit or limit the use of the Official Forms.

COMMITTEE NOTES ON RULES—2008 AMENDMENT

The rule is amended to provide that a plan proponent in a small business chapter 11 case need not use an Official Form of a plan of reorganization and disclosure statement. The use of those forms is optional, and under Rule 3016(d) the proponent may submit a plan and disclosure statement in those cases that does not conform to the Official Forms.

*Changes Made After Publication.* No changes were made after publication.

COMMITTEE NOTES ON RULES—2017 AMENDMENT

This rule is amended and reorganized into separate subdivisions.

Subdivision (a) addresses permissible modifications to Official Forms. It requires that an Official Form be used without alteration, except when another rule, the Official Form itself, or the national instructions applicable to an Official Form permit alteration. The former language generally permitting alterations has been deleted, but the rule preserves the ability to make minor modifications to an Official Form that do not affect the wording or the order in which information is presented on a form. Permissible changes include those that merely expand or delete the space for responses as appropriate or delete inapplicable items so long as the filer indicates that no response is intended. For example, when more space will be necessary to completely answer a question on an Official Form without an attachment, the answer space may be expanded. Similarly, varying the width or orientation of columnar data on a form for clarity of presentation would be a permissible minor change. On the other hand, many Official Forms indicate on their face that certain changes are not appropriate. Any changes that contravene the directions on an Official Form would be prohibited by this rule.

The creation of subdivision (b) and subdivision (c) is stylistic.

**Rule 9010. Representation and Appearances;  
Powers of Attorney**

(a) **AUTHORITY TO ACT PERSONALLY OR BY ATTORNEY.** A debtor, creditor, equity security holder, indenture trustee, committee or other party may (1) appear in a case under the Code and act either in the entity's own behalf or by an attorney authorized to practice in the court, and (2) perform any act not constituting the practice of law, by an authorized agent, attorney in fact, or proxy.

(b) **NOTICE OF APPEARANCE.** An attorney appearing for a party in a case under the Code shall file a notice of appearance with the attorney's name, office address and telephone number, unless the attorney's appearance is otherwise noted in the record.

(c) **POWER OF ATTORNEY.** The authority of any agent, attorney in fact, or proxy to represent a creditor for any purpose other than the execution and filing of a proof of claim or the acceptance or rejection of a plan shall be evidenced by a power of attorney conforming substantially to the appropriate Official Form. The execution of any such power of attorney shall be acknowledged before one of the officers enumerated in 28 U.S.C. § 459, § 953, Rule 9012, or a person authorized to administer oaths under the laws of the state where the oath is administered.

(As amended Mar. 30, 1987, eff. Aug. 1, 1987; Apr. 30, 1991, eff. Aug. 1, 1991.)

NOTES OF ADVISORY COMMITTEE ON RULES—1983

This rule is substantially the same as former Bankruptcy Rule 910 and does not purport to change prior holdings prohibiting a corporation from appearing *pro se*. See *In re Las Colinas Development Corp.*, 585 F.2d 7 (1st Cir. 1978).

NOTES OF ADVISORY COMMITTEE ON RULES—1987  
AMENDMENT

*Subdivision (c)* is amended to include a reference to Rule 9012 which is amended to authorize a bankruptcy judge or clerk to administer oaths.

NOTES OF ADVISORY COMMITTEE ON RULES—1991  
AMENDMENT

References to Official Form numbers in subdivision (c) are deleted in anticipation of future revision and renumbering of the Official Forms.

**Rule 9011. Signing of Papers; Representations to the Court; Sanctions; Verification and Copies of Papers**

(a) **SIGNATURE.** Every petition, pleading, written motion, and other paper, except a list, schedule, or statement, or amendments thereto, shall be signed by at least one attorney of record in the attorney's individual name. A party who is not represented by an attorney shall sign all papers. Each paper shall state the signer's address and telephone number, if any. An unsigned paper shall be stricken unless omission of the signature is corrected promptly after being called to the attention of the attorney or party.

(b) **REPRESENTATIONS TO THE COURT.** By presenting to the court (whether by signing, filing, submitting, or later advocating) a petition, pleading, written motion, or other paper, an attorney or unrepresented party is certifying that to the best of the person's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances,—<sup>1</sup>

(1) it is not being presented for any improper purpose, such as to harass or to cause unnecessary delay or needless increase in the cost of litigation;

(2) the claims, defenses, and other legal contentions therein are warranted by existing law or by a nonfrivolous argument for the extension, modification, or reversal of existing law or the establishment of new law;

(3) the allegations and other factual contentions have evidentiary support or, if specifically so identified, are likely to have evidentiary support after a reasonable oppor-

<sup>1</sup> So in original. The comma probably should not appear.

tunity for further investigation or discovery; and

(4) the denials of factual contentions are warranted on the evidence or, if specifically so identified, are reasonably based on a lack of information or belief.

(c) **SANCTIONS.** If, after notice and a reasonable opportunity to respond, the court determines that subdivision (b) has been violated, the court may, subject to the conditions stated below, impose an appropriate sanction upon the attorneys, law firms, or parties that have violated subdivision (b) or are responsible for the violation.

(1) *How Initiated.*

(A) *By Motion.* A motion for sanctions under this rule shall be made separately from other motions or requests and shall describe the specific conduct alleged to violate subdivision (b). It shall be served as provided in Rule 7004. The motion for sanctions may not be filed with or presented to the court unless, within 21 days after service of the motion (or such other period as the court may prescribe), the challenged paper, claim, defense, contention, allegation, or denial is not withdrawn or appropriately corrected, except that this limitation shall not apply if the conduct alleged is the filing of a petition in violation of subdivision (b). If warranted, the court may award to the party prevailing on the motion the reasonable expenses and attorney's fees incurred in presenting or opposing the motion. Absent exceptional circumstances, a law firm shall be held jointly responsible for violations committed by its partners, associates, and employees.

(B) *On Court's Initiative.* On its own initiative, the court may enter an order describing the specific conduct that appears to violate subdivision (b) and directing an attorney, law firm, or party to show cause why it has not violated subdivision (b) with respect thereto.

(2) *Nature of Sanction; Limitations.* A sanction imposed for violation of this rule shall be limited to what is sufficient to deter repetition of such conduct or comparable conduct by others similarly situated. Subject to the limitations in subparagraphs (A) and (B), the sanction may consist of, or include, directives of a non-monetary nature, an order to pay a penalty into court, or, if imposed on motion and warranted for effective deterrence, an order directing payment to the movant of some or all of the reasonable attorneys' fees and other expenses incurred as a direct result of the violation.

(A) Monetary sanctions may not be awarded against a represented party for a violation of subdivision (b)(2).

(B) Monetary sanctions may not be awarded on the court's initiative unless the court issues its order to show cause before a voluntary dismissal or settlement of the claims made by or against the party which is, or whose attorneys are, to be sanctioned.

(3) *Order.* When imposing sanctions, the court shall describe the conduct determined to constitute a violation of this rule and explain the basis for the sanction imposed.

(d) **INAPPLICABILITY TO DISCOVERY.** Subdivisions (a) through (c) of this rule do not apply to disclosures and discovery requests, responses, objections, and motions that are subject to the provisions of Rules 7026 through 7037.

(e) **VERIFICATION.** Except as otherwise specifically provided by these rules, papers filed in a case under the Code need not be verified. Whenever verification is required by these rules, an unsworn declaration as provided in 28 U.S.C. §1746 satisfies the requirement of verification.

(f) **COPIES OF SIGNED OR VERIFIED PAPERS.** When these rules require copies of a signed or verified paper, it shall suffice if the original is signed or verified and the copies are conformed to the original.

(As amended Mar. 30, 1987, eff. Aug. 1, 1987; Apr. 30, 1991, eff. Aug. 1, 1991; Apr. 11, 1997, eff. Dec. 1, 1997.)

#### NOTES OF ADVISORY COMMITTEE ON RULES—1983

*Subdivision (a).* Excepted from the papers which an attorney for a debtor must sign are lists, schedules, statements of financial affairs, statements of executory contracts, Chapter 13 Statements and amendments thereto. Rule 1008 requires that these documents be verified by the debtor. Although the petition must also be verified, counsel for the debtor must sign the petition. See Official Form No. 1. An unrepresented party must sign all papers.

The last sentence of this subdivision authorizes a broad range of sanctions.

The word "document" is used in this subdivision to refer to all papers which the attorney or party is required to sign.

*Subdivision (b)* extends to all papers filed in cases under the Code the policy of minimizing reliance on the formalities of verification which is reflected in the third sentence of Rule 11 F.R.Civ.P. The second sentence of subdivision (b) permits the substitution of an unsworn declaration for the verification. See 28 U.S.C. §1746. Rules requiring verification or an affidavit are as follows: Rule 1008, petitions, schedules, statements of financial affairs, Chapter 13 Statements and amendments; Rule 2006(e), list of multiple proxies and statement of facts and circumstances regarding their acquisition; Rule 4001(c), motion for ex parte relief from stay; Rule 7065, incorporating Rule 65(b) F.R.Civ.P. governing issuance of temporary restraining order; Rule 8011(d), affidavit in support of emergency motion on appeal.

#### NOTES OF ADVISORY COMMITTEE ON RULES—1987 AMENDMENT

The statement of intention of the debtor under §521(2) of the Code is added to the documents which counsel is not required to sign.

#### NOTES OF ADVISORY COMMITTEE ON RULES—1991 AMENDMENT

*Subdivision (a)* is amended to conform to Rule 11 F.R.Civ.P. where appropriate, but also to clarify that it applies to the unnecessary delay or needless increase in the cost of the administration of the case. Deletion of the references to specific statements that are excluded from the scope of this subdivision is stylistic. As used in subdivision (a) of this rule, "statement" is limited to the statement of financial affairs and the statement of intention required to be filed under Rule 1007. Deletion of the reference to the Chapter 13 Statement is consistent with the amendment to Rule 1007(b).

#### NOTES OF ADVISORY COMMITTEE ON RULES—1997 AMENDMENT

This rule is amended to conform to the 1993 changes to F.R.Civ.P. 11. For an explanation of these amend-

ments, see the advisory committee note to the 1993 amendments to F.R.Civ.P. 11.

The "safe harbor" provision contained in subdivision (c)(1)(A), which prohibits the filing of a motion for sanctions unless the challenged paper is not withdrawn or corrected within a prescribed time after service of the motion, does not apply if the challenged paper is a petition. The filing of a petition has immediate serious consequences, including the imposition of the automatic stay under §362 of the Code, which may not be avoided by the subsequent withdrawal of the petition. In addition, a petition for relief under chapter 7 or chapter 11 may not be withdrawn unless the court orders dismissal of the case for cause after notice and a hearing.

*GAP Report on Rule 9011.* The proposed amendments to subdivision (a) were revised to clarify that a party not represented by an attorney must sign lists, schedules, and statements, as well as other papers that are filed.

#### Rule 9012. Oaths and Affirmations

(a) **PERSONS AUTHORIZED TO ADMINISTER OATHS.** The following persons may administer oaths and affirmations and take acknowledgments: a bankruptcy judge, clerk, deputy clerk, United States trustee, officer authorized to administer oaths in proceedings before the courts of the United States or under the laws of the state where the oath is to be taken, or a diplomatic or consular officer of the United States in any foreign country.

(b) **AFFIRMATION IN LIEU OF OATH.** When in a case under the Code an oath is required to be taken a solemn affirmation may be accepted in lieu thereof.

(As amended Mar. 30, 1987, eff. Aug. 1, 1987; Apr. 30, 1991, eff. Aug. 1, 1991.)

#### NOTES OF ADVISORY COMMITTEE ON RULES—1983

This rule is derived from Rule 43(d) F.R.Civ.P.

The provisions of former Bankruptcy Rule 912(a) relating to who may administer oaths have been deleted as unnecessary. Bankruptcy judges and the clerks and deputy clerks of bankruptcy courts are authorized by statute to administer oaths and affirmations and to take acknowledgments. 28 U.S.C. §§459, 953. A person designated to preside at the meeting of creditors has authority under Rule 2003(b)(1) to administer the oath. Administration of the oath at a deposition is governed by Rule 7028.

#### NOTES OF ADVISORY COMMITTEE ON RULES—1987 AMENDMENT

*Subdivision (a)* has been added to the rule to authorize bankruptcy judges and clerks to administer oaths.

#### NOTES OF ADVISORY COMMITTEE ON RULES—1991 AMENDMENT

This rule is amended to conform to the 1986 amendment to §343 which provides that the United States trustee may administer the oath to the debtor at the §341 meeting. This rule also allows the United States trustee to administer oaths and affirmations and to take acknowledgments in other situations. This amendment also affects Rule 9010(c) relating to the acknowledgment of a power of attorney. The words "United States trustee" include a designee of the United States trustee pursuant to Rule 9001 and §102(9) of the Code.

#### Rule 9013. Motions: Form and Service

A request for an order, except when an application is authorized by the rules, shall be by written motion, unless made during a hearing. The motion shall state with particularity the

grounds therefor, and shall set forth the relief or order sought. Every written motion, other than one which may be considered ex parte, shall be served by the moving party within the time determined under Rule 9006(d). **The moving party shall serve the motion on:**

(a) the trustee or debtor in possession and on those entities specified by these rules; or

(b) the entities the court directs if these rules do not require service or specify the entities to be served.

(As amended Mar. 30, 1987, eff. Aug. 1, 1987; Apr. 16, 2013, eff. Dec. 1, 2013.)

#### NOTES OF ADVISORY COMMITTEE ON RULES—1983

This rule is derived from Rule 5(a) and Rule 7(b)(1) F.R.Civ.P. Except when an application is specifically authorized by these rules, for example an application under Rule 1014 for approval of the employment of a professional, all requests for court action must be made by motion.

#### COMMITTEE NOTES ON RULES—2013 AMENDMENT

A cross-reference to Rule 9006(d) is added to this rule to call attention to the time limits for the service of motions, supporting affidavits, and written responses to motions. Rule 9006(d) prescribes time limits that apply unless other limits are fixed by these rules, a court order, or a local rule. The other changes are stylistic.

*Changes Made After Publication and Comment.* No changes were made after publication and comment.

#### Rule 9014. Contested Matters

(a) **MOTION.** In a contested matter not otherwise governed by these rules, relief shall be requested by motion, and reasonable notice and opportunity for hearing shall be afforded the party against whom relief is sought. No response is required under this rule unless the court directs otherwise.

(b) **SERVICE.** The motion shall be served in the manner provided for service of a summons and complaint by Rule 7004 and within the time determined under Rule 9006(d). Any written response to the motion shall be served within the time determined under Rule 9006(d). Any paper served after the motion shall be served in the manner provided by Rule 5(b) F.R.Civ.P.

(c) **APPLICATION OF PART VII RULES.** Except as otherwise provided in this rule, and unless the court directs otherwise, the following rules shall apply: 7009, 7017, 7021, 7025, 7026, 7028-7037, 7041, 7042, 7052, 7054-7056, 7064, 7069, and 7071. The following subdivisions of Fed. R. Civ. P. 26, as incorporated by Rule 7026, shall not apply in a contested matter unless the court directs otherwise: 26(a)(1) (mandatory disclosure), 26(a)(2) (disclosures regarding expert testimony) and 26(a)(3) (additional pre-trial disclosure), and 26(f) (mandatory meeting before scheduling conference/discovery plan). An entity that desires to perpetuate testimony may proceed in the same manner as provided in Rule 7027 for the taking of a deposition before an adversary proceeding. The court may at any stage in a particular matter direct that one or more of the other rules in Part VII shall apply. The court shall give the parties notice of any order issued under this paragraph to afford them a reasonable opportunity to comply with the procedures prescribed by the order.



the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (HIPAA).

Subdivision (c) directs the trustee to maintain proof of compliance with §351(1)(B), but because the proof of compliance may contain patient names that should or must remain confidential, it prohibits filing the proof of compliance unless the court orders the trustee to file it under seal.

Subdivision (d) requires the trustee to file a report with the court regarding the destruction of patient records. This certification is intended to ensure that the trustee properly completed the destruction process. However, because the report will be filed with the court and ordinarily will be available to the public under §107, the names, addresses, and other identifying information of patients are not to be included in the report to protect patient privacy.

*Changes Made After Publication.* Subdivision (b)(2) was amended to add the Attorney General of the State where a health care facility is located to the list of entities entitled to notice of the disposal of patient records.

**PART VII—ADVERSARY PROCEEDINGS**

**Rule 7001. Scope of Rules of Part VII**

An adversary proceeding is governed by the rules of this Part VII. The following are adversary proceedings:

- (1) a proceeding to recover money or property, other than a proceeding to compel the debtor to deliver property to the trustee, or a proceeding under §554(b) or §725 of the Code, Rule 2017, or Rule 6002;
- (2) a proceeding to determine the validity, priority, or extent of a lien or other interest in property, other than a proceeding under Rule 4003(d);
- (3) a proceeding to obtain approval under §363(h) for the sale of both the interest of the estate and of a co-owner in property;
- (4) a proceeding to object to or revoke a discharge, other than an objection to discharge under §§727(a)(8),<sup>1</sup> (a)(9), or 1328(f);
- (5) a proceeding to revoke an order of confirmation of a chapter 11, chapter 12, or chapter 13 plan;
- (6) a proceeding to determine the dischargeability of a debt;
- (7) a proceeding to obtain an injunction or other equitable relief, except when a chapter 9, chapter 11, chapter 12, or chapter 13 plan provides for the relief;
- (8) a proceeding to subordinate any allowed claim or interest, except when a chapter 9, chapter 11, chapter 12, or chapter 13 plan provides for subordination;
- (9) a proceeding to obtain a declaratory judgment relating to any of the foregoing; or
- (10) a proceeding to determine a claim or cause of action removed under 28 U.S.C. §1452.

(As amended Mar. 30, 1987, eff. Aug. 1, 1987; Apr. 30, 1991, eff. Aug. 1, 1991; Apr. 26, 1999, eff. Dec. 1, 1999; Apr. 28, 2010, eff. Dec. 1, 2010.)

NOTES OF ADVISORY COMMITTEE ON RULES—1983

The rules in Part VII govern the procedural aspects of litigation involving the matters referred to in this Rule 7001. Under Rule 9014 some of the Part VII rules also apply to contested matters.

These Part VII rules are based on the premise that to the extent possible practice before the bankruptcy

courts and the district courts should be the same. These rules either incorporate or are adaptations of most of the Federal Rules of Civil Procedure. Although the Part VII rules of the former Bankruptcy Rules also relied heavily on the F.R.Civ.P., the former Part VII rules departed from the civil practice in two significant ways: a trial or pretrial conference had to be scheduled as soon as the adversary proceeding was filed and pleadings had to be filed within periods shorter than those established by the F.R.Civ.P. These departures from the civil practice have been eliminated.

The content and numbering of these Part VII rules correlates to the content and numbering of the F.R.Civ.P. Most, but not all, of the F.R.Civ.P. have a comparable Part VII rule. When there is no Part VII rule with a number corresponding to a particular F.R.Civ.P., Parts V and IX of these rules must be consulted to determine if one of the rules in those parts deals with the subject. The list below indicates the F.R.Civ.P., or subdivision thereof, covered by a rule in either Part V or Part IX.

F.R.Civ.P.	Rule in Part V or IX
6	9006
7(b)	9013
10(a)	9004(b)
11	9011
38,39	9015(a)-(e)
47-51	9015(f)
43,44,44.1	9017
45	9016
58	9021
59	9023
60	9024
61	9005
63	9028
77(a),(b),(c)	5001
77(d)	9022(d)
79(a)-(d)	5003
81(c)	9027
83	9029
92	9030

Proceedings to which the rules in Part VII apply directly include those brought to avoid transfers by the debtor under §§544, 545, 547, 548 and 549 of the Code; subject to important exceptions, proceedings to recover money or property; proceedings on bonds under Rules 5008(d) and 9025; proceedings under Rule 4004 to determine whether a discharge in a chapter 7 or 11 case should be denied because of an objection grounded on §727 and proceedings in a chapter 7 or 13 case to revoke a discharge as provided in §§727(d) or 1328(e); and proceedings initiated pursuant to §523(c) of the Code to determine the dischargeability of a particular debt. Those proceedings were classified as adversary proceedings under former Bankruptcy Rule 701.

Also included as adversary proceedings are proceedings to revoke an order of confirmation of a plan in a chapter 11 or 13 case as provided in §§1144 and 1330, to subordinate under §510(c), other than as part of a plan, an allowed claim or interest, and to sell under §363(h) both the interest of the estate and a co-owner in property.

Declaratory judgments with respect to the subject matter of the various adversary proceedings are also adversary proceedings.

Any claim or cause of action removed to a bankruptcy court pursuant to 28 U.S.C. §1478 is also an adversary proceeding.

Unlike former Bankruptcy Rule 701, requests for relief from an automatic stay do not commence an adversary proceeding. Section 362(e) of the Code and Rule 4001 establish an expedited schedule for judicial disposition of requests for relief from the automatic stay. The formalities of the adversary proceeding process and the time for serving pleadings are not well suited to the expedited schedule. The motion practice prescribed in Rule 4001 is best suited to such requests because the court has the flexibility to fix hearing dates and other deadlines appropriate to the particular situation.

<sup>1</sup>So in original. Probably should be only one section symbol.

Clause (1) contains important exceptions. A person with an interest in property in the possession of the trustee or debtor in possession may seek to recover or reclaim that property under § 554(b) or § 725 of the Code. Since many attempts to recover or reclaim property under these two sections do not generate disputes, application of the formalities of the Part VII Rules is not appropriate. Also excluded from adversary proceedings is litigation arising from an examination under Rule 2017 of a debtor's payments of money or transfers of property to an attorney representing the debtor in a case under the Code or an examination of a superseded administration under Rule 6002.

Exemptions and objections thereto are governed by Rule 4003. Filing of proofs of claim and the allowances thereof are governed by Rules 3001-3005, and objections to claims are governed by Rule 3007. When an objection to a claim is joined with a demand for relief of the kind specified in this Rule 7001, the matter becomes an adversary proceeding. See Rule 3007.

NOTES OF ADVISORY COMMITTEE ON RULES—1987  
AMENDMENT

Another exception is added to clause (1). A trustee may proceed by motion to recover property from the debtor.

NOTES OF ADVISORY COMMITTEE ON RULES—1991  
AMENDMENT

Clauses (5) and (8) are amended to include chapter 12 plans.

COMMITTEE NOTES ON RULES—1999 AMENDMENT

This rule is amended to recognize that an adversary proceeding is not necessary to obtain injunctive or other equitable relief that is provided for in a plan under circumstances in which substantive law permits the relief. Other amendments are stylistic.

*GAP Report on Rule 7001.* No changes since publication, except for stylistic changes.

COMMITTEE NOTES ON RULES—2010 AMENDMENT

Paragraph (4) of the rule is amended to create an exception for objections to discharge under §§ 727(a)(8), (a)(9), and 1328(f) of the Code. Because objections to discharge on these grounds typically present issues more easily resolved than other objections to discharge, the more formal procedures applicable to adversary proceedings, such as commencement by a complaint, are not required. Instead, objections on these three grounds are governed by Rule 4004(d). In an appropriate case, however, Rule 9014(c) allows the court to order that additional provisions of Part VII of the rules apply to these matters.

*Changes Made After Publication.* The proposed addition of subsection (b) was deleted, and the content of that provision was moved to Rule 4004(d). The exception in paragraph (4) of the rule was revised to refer to objections to discharge under §§ 727(a)(8), (a)(9), and 1328(f) of the Code. The redesignation of the existing rule as subdivision (a) was also deleted. The Committee Note was revised to reflect these changes.

**Rule 7002. References to Federal Rules of Civil Procedure**

Whenever a Federal Rule of Civil Procedure applicable to adversary proceedings makes reference to another Federal Rule of Civil Procedure, the reference shall be read as a reference to the Federal Rule of Civil Procedure as modified in this Part VII.

NOTES OF ADVISORY COMMITTEE ON RULES—1983

Rules 5, 12, 13, 14, 25, 27, 30, 41 and 52 F.R.Civ.P. are made applicable to adversary proceedings by Part VII. Each of those rules contains a cross reference to another Federal Rule; however, the Part VII rule which

incorporates the cross-referenced Federal Rule modifies the Federal Rule in some way. Under this Rule 7002 the cross reference is to the Federal Rule as modified by Part VII. For example, Rule 5 F.R.Civ.P., which is made applicable to adversary proceedings by Rule 7005, contains a reference to Rule 4 F.R.Civ.P. Under this Rule 7002, the cross reference is to Rule 4 F.R.Civ.P. as modified by Rule 7004.

Rules 7, 10, 12, 13, 14, 19, 22, 23.2, 24-37, 41, 45, 49, 50, 52, 55, 59, 60, 62 F.R.Civ.P. are made applicable to adversary proceedings by Part VII or generally to cases under the Code by Part IX. Each of those Federal Rules contains a cross reference to another Federal Rule which is not modified by the Part VII or Part IX rule which makes the cross-referenced Federal Rule applicable. Since the cross-referenced rule is not modified by a Part VII rule this Rule 7002 does not apply.

REFERENCES IN TEXT

The Federal Rules of Civil Procedure, referred to in text, are set out in the Appendix to Title 28, Judiciary and Judicial Procedure.

**Rule 7003. Commencement of Adversary Proceeding**

Rule 3 F.R.Civ.P. applies in adversary proceedings.

NOTES OF ADVISORY COMMITTEE ON RULES—1983

Rule 5005(a) requires that a complaint commencing an adversary proceeding be filed with the court in which the case under the Code is pending unless 28 U.S.C. § 1473 authorizes the filing of the complaint in another district.

REFERENCES IN TEXT

The Federal Rules of Civil Procedure, referred to in text, are set out in the Appendix to Title 28, Judiciary and Judicial Procedure.

**Rule 7004. Process; Service of Summons, Complaint**

(a) SUMMONS; SERVICE; PROOF OF SERVICE.

(1) Except as provided in Rule 7004(a)(2), Rule 4(a), (b), (c)(1), (d)(1), (e)-(j), (l), and (m) F.R.Civ.P. applies in adversary proceedings. Personal service under Rule 4(e)-(j) F.R.Civ.P. may be made by any person at least 18 years of age who is not a party, and the summons may be delivered by the clerk to any such person.

(2) The clerk may sign, seal, and issue a summons electronically by putting an "s/" before the clerk's name and including the court's seal on the summons.

(b) SERVICE BY FIRST CLASS MAIL. Except as provided in subdivision (h), in addition to the methods of service authorized by Rule 4(e)-(j) F.R.Civ.P., service may be made within the United States by first class mail postage prepaid as follows:

(1) Upon an individual other than an infant or incompetent, by mailing a copy of the summons and complaint to the individual's dwelling house or usual place of abode or to the place where the individual regularly conducts a business or profession.

(2) Upon an infant or an incompetent person, by mailing a copy of the summons and complaint to the person upon whom process is prescribed to be served by the law of the state in which service is made when an action is brought against such a defendant in the courts



Court and the Congress will thus be relieved of the burden of considering the large number of complex forms used in bankruptcy practice. The use of the Official Forms has generally been held subject to a "rule of substantial compliance" and some of these rules, for example Rule 1002, specifically state that the filed document need only "conform substantially" to the Official Form. See also Rule 9005. The second sentence recognizes the propriety of combining and rearranging Official Forms to take advantage of technological developments and resulting economies.

The Director of the Administrative Office is authorized to issue additional forms for the guidance of the bar.

NOTES OF ADVISORY COMMITTEE ON RULES—1991  
AMENDMENT

Rule 9029 [9009] is amended to clarify that local court rules may not prohibit or limit the use of the Official Forms.

COMMITTEE NOTES ON RULES—2008 AMENDMENT

The rule is amended to provide that a plan proponent in a small business chapter 11 case need not use an Official Form of a plan of reorganization and disclosure statement. The use of those forms is optional, and under Rule 3016(d) the proponent may submit a plan and disclosure statement in those cases that does not conform to the Official Forms.

*Changes Made After Publication.* No changes were made after publication.

COMMITTEE NOTES ON RULES—2017 AMENDMENT

This rule is amended and reorganized into separate subdivisions.

Subdivision (a) addresses permissible modifications to Official Forms. It requires that an Official Form be used without alteration, except when another rule, the Official Form itself, or the national instructions applicable to an Official Form permit alteration. The former language generally permitting alterations has been deleted, but the rule preserves the ability to make minor modifications to an Official Form that do not affect the wording or the order in which information is presented on a form. Permissible changes include those that merely expand or delete the space for responses as appropriate or delete inapplicable items so long as the filer indicates that no response is intended. For example, when more space will be necessary to completely answer a question on an Official Form without an attachment, the answer space may be expanded. Similarly, varying the width or orientation of columnar data on a form for clarity of presentation would be a permissible minor change. On the other hand, many Official Forms indicate on their face that certain changes are not appropriate. Any changes that contravene the directions on an Official Form would be prohibited by this rule.

The creation of subdivision (b) and subdivision (c) is stylistic.

**Rule 9010. Representation and Appearances;  
Powers of Attorney**

(a) **AUTHORITY TO ACT PERSONALLY OR BY ATTORNEY.** A debtor, creditor, equity security holder, indenture trustee, committee or other party may (1) appear in a case under the Code and act either in the entity's own behalf or by an attorney authorized to practice in the court, and (2) perform any act not constituting the practice of law, by an authorized agent, attorney in fact, or proxy.

(b) **NOTICE OF APPEARANCE.** An attorney appearing for a party in a case under the Code shall file a notice of appearance with the attorney's name, office address and telephone number, unless the attorney's appearance is otherwise noted in the record.

(c) **POWER OF ATTORNEY.** The authority of any agent, attorney in fact, or proxy to represent a creditor for any purpose other than the execution and filing of a proof of claim or the acceptance or rejection of a plan shall be evidenced by a power of attorney conforming substantially to the appropriate Official Form. The execution of any such power of attorney shall be acknowledged before one of the officers enumerated in 28 U.S.C. § 459, § 953, Rule 9012, or a person authorized to administer oaths under the laws of the state where the oath is administered.

(As amended Mar. 30, 1987, eff. Aug. 1, 1987; Apr. 30, 1991, eff. Aug. 1, 1991.)

NOTES OF ADVISORY COMMITTEE ON RULES—1983

This rule is substantially the same as former Bankruptcy Rule 910 and does not purport to change prior holdings prohibiting a corporation from appearing *pro se*. See *In re Las Colinas Development Corp.*, 585 F.2d 7 (1st Cir. 1978).

NOTES OF ADVISORY COMMITTEE ON RULES—1987  
AMENDMENT

*Subdivision (c)* is amended to include a reference to Rule 9012 which is amended to authorize a bankruptcy judge or clerk to administer oaths.

NOTES OF ADVISORY COMMITTEE ON RULES—1991  
AMENDMENT

References to Official Form numbers in subdivision (c) are deleted in anticipation of future revision and renumbering of the Official Forms.

**Rule 9011. Signing of Papers; Representations to the Court; Sanctions; Verification and Copies of Papers**

(a) **SIGNATURE.** Every petition, pleading, written motion, and other paper, except a list, schedule, or statement, or amendments thereto, shall be signed by at least one attorney of record in the attorney's individual name. A party who is not represented by an attorney shall sign all papers. Each paper shall state the signer's address and telephone number, if any. An unsigned paper shall be stricken unless omission of the signature is corrected promptly after being called to the attention of the attorney or party.

(b) **REPRESENTATIONS TO THE COURT.** By presenting to the court (whether by signing, filing, submitting, or later advocating) a petition, pleading, written motion, or other paper, an attorney or unrepresented party is certifying that to the best of the person's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances,—<sup>1</sup>

(1) it is not being presented for any improper purpose, such as to harass or to cause unnecessary delay or needless increase in the cost of litigation;

(2) the claims, defenses, and other legal contentions therein are warranted by existing law or by a nonfrivolous argument for the extension, modification, or reversal of existing law or the establishment of new law;

(3) the allegations and other factual contentions have evidentiary support or, if specifically so identified, are likely to have evidentiary support after a reasonable oppor-

<sup>1</sup>So in original. The comma probably should not appear.



tunity for further investigation or discovery; and

(4) the denials of factual contentions are warranted on the evidence or, if specifically so identified, are reasonably based on a lack of information or belief.

(c) SANCTIONS. If, after notice and a reasonable opportunity to respond, the court determines that subdivision (b) has been violated, the court may, subject to the conditions stated below, impose an appropriate sanction upon the attorneys, law firms, or parties that have violated subdivision (b) or are responsible for the violation.

(1) *How Initiated.*

(A) *By Motion.* A motion for sanctions under this rule shall be made separately from other motions or requests and shall describe the specific conduct alleged to violate subdivision (b). It shall be served as provided in Rule 7004. The motion for sanctions may not be filed with or presented to the court unless, within 21 days after service of the motion (or such other period as the court may prescribe), the challenged paper, claim, defense, contention, allegation, or denial is not withdrawn or appropriately corrected, except that this limitation shall not apply if the conduct alleged is the filing of a petition in violation of subdivision (b). If warranted, the court may award to the party prevailing on the motion the reasonable expenses and attorney's fees incurred in presenting or opposing the motion. Absent exceptional circumstances, a law firm shall be held jointly responsible for violations committed by its partners, associates, and employees.

(B) *On Court's Initiative.* On its own initiative, the court may enter an order describing the specific conduct that appears to violate subdivision (b) and directing an attorney, law firm, or party to show cause why it has not violated subdivision (b) with respect thereto.

(2) *Nature of Sanction; Limitations.* A sanction imposed for violation of this rule shall be limited to what is sufficient to deter repetition of such conduct or comparable conduct by others similarly situated. Subject to the limitations in subparagraphs (A) and (B), the sanction may consist of, or include, directives of a non-monetary nature, an order to pay a penalty into court, or, if imposed on motion and warranted for effective deterrence, an order directing payment to the movant of some or all of the reasonable attorneys' fees and other expenses incurred as a direct result of the violation.

(A) Monetary sanctions may not be awarded against a represented party for a violation of subdivision (b)(2).

(B) Monetary sanctions may not be awarded on the court's initiative unless the court issues its order to show cause before a voluntary dismissal or settlement of the claims made by or against the party which is, or whose attorneys are, to be sanctioned.

(3) *Order.* When imposing sanctions, the court shall describe the conduct determined to constitute a violation of this rule and explain the basis for the sanction imposed.

(d) INAPPLICABILITY TO DISCOVERY. Subdivisions (a) through (c) of this rule do not apply to disclosures and discovery requests, responses, objections, and motions that are subject to the provisions of Rules 7026 through 7037.

(e) VERIFICATION. Except as otherwise specifically provided by these rules, papers filed in a case under the Code need not be verified. Whenever verification is required by these rules, an unsworn declaration as provided in 28 U.S.C. §1746 satisfies the requirement of verification.

(f) COPIES OF SIGNED OR VERIFIED PAPERS. When these rules require copies of a signed or verified paper, it shall suffice if the original is signed or verified and the copies are conformed to the original.

(As amended Mar. 30, 1987, eff. Aug. 1, 1987; Apr. 30, 1991, eff. Aug. 1, 1991; Apr. 11, 1997, eff. Dec. 1, 1997.)

NOTES OF ADVISORY COMMITTEE ON RULES—1983

*Subdivision (a).* Excepted from the papers which an attorney for a debtor must sign are lists, schedules, statements of financial affairs, statements of executory contracts, Chapter 13 Statements and amendments thereto. Rule 1008 requires that these documents be verified by the debtor. Although the petition must also be verified, counsel for the debtor must sign the petition. See Official Form No. 1. An unrepresented party must sign all papers.

The last sentence of this subdivision authorizes a broad range of sanctions.

The word "document" is used in this subdivision to refer to all papers which the attorney or party is required to sign.

*Subdivision (b)* extends to all papers filed in cases under the Code the policy of minimizing reliance on the formalities of verification which is reflected in the third sentence of Rule 11 F.R.Civ.P. The second sentence of subdivision (b) permits the substitution of an unsworn declaration for the verification. See 28 U.S.C. §1746. Rules requiring verification or an affidavit are as follows: Rule 1008, petitions, schedules, statements of financial affairs, Chapter 13 Statements and amendments; Rule 2006(e), list of multiple proxies and statement of facts and circumstances regarding their acquisition; Rule 4001(c), motion for ex parte relief from stay; Rule 7065, incorporating Rule 65(b) F.R.Civ.P. governing issuance of temporary restraining order; Rule 8011(d), affidavit in support of emergency motion on appeal.

NOTES OF ADVISORY COMMITTEE ON RULES—1987  
AMENDMENT

The statement of intention of the debtor under §521(2) of the Code is added to the documents which counsel is not required to sign.

NOTES OF ADVISORY COMMITTEE ON RULES—1991  
AMENDMENT

*Subdivision (a)* is amended to conform to Rule 11 F.R.Civ.P. where appropriate, but also to clarify that it applies to the unnecessary delay or needless increase in the cost of the administration of the case. Deletion of the references to specific statements that are excluded from the scope of this subdivision is stylistic. As used in subdivision (a) of this rule, "statement" is limited to the statement of financial affairs and the statement of intention required to be filed under Rule 1007. Deletion of the reference to the Chapter 13 Statement is consistent with the amendment to Rule 1007(b).

NOTES OF ADVISORY COMMITTEE ON RULES—1997  
AMENDMENT

This rule is amended to conform to the 1993 changes to F.R.Civ.P. 11. For an explanation of these amend-

ments, see the advisory committee note to the 1993 amendments to F.R.Civ.P. 11.

The "safe harbor" provision contained in subdivision (c)(1)(A), which prohibits the filing of a motion for sanctions unless the challenged paper is not withdrawn or corrected within a prescribed time after service of the motion, does not apply if the challenged paper is a petition. The filing of a petition has immediate serious consequences, including the imposition of the automatic stay under §362 of the Code, which may not be avoided by the subsequent withdrawal of the petition. In addition, a petition for relief under chapter 7 or chapter 11 may not be withdrawn unless the court orders dismissal of the case for cause after notice and a hearing.

*GAP Report on Rule 9011.* The proposed amendments to subdivision (a) were revised to clarify that a party not represented by an attorney must sign lists, schedules, and statements, as well as other papers that are filed.

#### Rule 9012. Oaths and Affirmations

(a) **PERSONS AUTHORIZED TO ADMINISTER OATHS.** The following persons may administer oaths and affirmations and take acknowledgments: a bankruptcy judge, clerk, deputy clerk, United States trustee, officer authorized to administer oaths in proceedings before the courts of the United States or under the laws of the state where the oath is to be taken, or a diplomatic or consular officer of the United States in any foreign country.

(b) **AFFIRMATION IN LIEU OF OATH.** When in a case under the Code an oath is required to be taken a solemn affirmation may be accepted in lieu thereof.

(As amended Mar. 30, 1987, eff. Aug. 1, 1987; Apr. 30, 1991, eff. Aug. 1, 1991.)

#### NOTES OF ADVISORY COMMITTEE ON RULES—1983

This rule is derived from Rule 43(d) F.R.Civ.P.

The provisions of former Bankruptcy Rule 912(a) relating to who may administer oaths have been deleted as unnecessary. Bankruptcy judges and the clerks and deputy clerks of bankruptcy courts are authorized by statute to administer oaths and affirmations and to take acknowledgments. 28 U.S.C. §§459, 953. A person designated to preside at the meeting of creditors has authority under Rule 2003(b)(1) to administer the oath. Administration of the oath at a deposition is governed by Rule 7028.

#### NOTES OF ADVISORY COMMITTEE ON RULES—1987 AMENDMENT

*Subdivision (a)* has been added to the rule to authorize bankruptcy judges and clerks to administer oaths.

#### NOTES OF ADVISORY COMMITTEE ON RULES—1991 AMENDMENT

This rule is amended to conform to the 1986 amendment to §343 which provides that the United States trustee may administer the oath to the debtor at the §341 meeting. This rule also allows the United States trustee to administer oaths and affirmations and to take acknowledgments in other situations. This amendment also affects Rule 9010(c) relating to the acknowledgment of a power of attorney. The words "United States trustee" include a designee of the United States trustee pursuant to Rule 9001 and §102(9) of the Code.

#### Rule 9013. Motions: Form and Service

A request for an order, except when an application is authorized by the rules, shall be by written motion, unless made during a hearing. The motion shall state with particularity the

grounds therefor, and shall set forth the relief or order sought. Every written motion, other than one which may be considered ex parte, shall be served by the moving party within the time determined under Rule 9006(d). **The moving party shall serve the motion on:**

(a) the trustee or debtor in possession and on those entities specified by these rules; or

(b) the entities the court directs if these rules do not require service or specify the entities to be served.

(As amended Mar. 30, 1987, eff. Aug. 1, 1987; Apr. 16, 2013, eff. Dec. 1, 2013.)

#### NOTES OF ADVISORY COMMITTEE ON RULES—1983

This rule is derived from Rule 5(a) and Rule 7(b)(1) F.R.Civ.P. Except when an application is specifically authorized by these rules, for example an application under Rule 2014 for approval of the employment of a professional, all requests for court action must be made by motion.

#### COMMITTEE NOTES ON RULES—2013 AMENDMENT

A cross-reference to Rule 9006(d) is added to this rule to call attention to the time limits for the service of motions, supporting affidavits, and written responses to motions. Rule 9006(d) prescribes time limits that apply unless other limits are fixed by these rules, a court order, or a local rule. The other changes are stylistic.

*Changes Made After Publication and Comment.* No changes were made after publication and comment.

#### Rule 9014. Contested Matters

(a) **MOTION.** In a contested matter not otherwise governed by these rules, relief shall be requested by motion, and reasonable notice and opportunity for hearing shall be afforded the party against whom relief is sought. No response is required under this rule unless the court directs otherwise.

(b) **SERVICE.** The motion shall be served in the manner provided for service of a summons and complaint by Rule 7004 and within the time determined under Rule 9006(d). Any written response to the motion shall be served within the time determined under Rule 9006(d). Any paper served after the motion shall be served in the manner provided by Rule 5(b) F.R.Civ.P.

(c) **APPLICATION OF PART VII RULES.** Except as otherwise provided in this rule, and unless the court directs otherwise, the following rules shall apply: 7009, 7017, 7021, 7025, 7026, 7028-7037, 7041, 7042, 7052, 7054-7056, 7064, 7069, and 7071. The following subdivisions of Fed. R. Civ. P. 26, as incorporated by Rule 7026, shall not apply in a contested matter unless the court directs otherwise: 26(a)(1) (mandatory disclosure), 26(a)(2) (disclosures regarding expert testimony) and 26(a)(3) (additional pre-trial disclosure), and 26(f) (mandatory meeting before scheduling conference/discovery plan). An entity that desires to perpetuate testimony may proceed in the same manner as provided in Rule 7027 for the taking of a deposition before an adversary proceeding. The court may at any stage in a particular matter direct that one or more of the other rules in Part VII shall apply. The court shall give the parties notice of any order issued under this paragraph to afford them a reasonable opportunity to comply with the procedures prescribed by the order.

a reasonable likelihood that the trustee will prevail at the final hearing under subsection (e) of this section. The court shall act promptly on any request for authorization under paragraph (2)(B) of this subsection.

(4) Except as provided in paragraph (2) of this subsection, the trustee shall segregate and account for any cash collateral in the trustee's possession, custody, or control.

(d) The trustee may use, sell, or lease property under subsection (b) or (c) of this section—

(1) in the case of a debtor that is a corporation or trust that is not a moneyed business, commercial corporation, or trust, only in accordance with nonbankruptcy law applicable to the transfer of property by a debtor that is such a corporation or trust; and

(2) only to the extent not inconsistent with any relief granted under subsection (c), (d), (e), or (f) of section 362.

(e) Notwithstanding any other provision of this section, at any time, on request of an entity that has an interest in property used, sold, or leased, or proposed to be used, sold, or leased, by the trustee, the court, with or without a hearing, shall prohibit or condition such use, sale, or lease as is necessary to provide adequate protection of such interest. This subsection also applies to property that is subject to any unexpired lease of personal property (to the exclusion of such property being subject to an order to grant relief from the stay under section 362).

(f) The trustee may sell property under subsection (b) or (c) of this section free and clear of any interest in such property of an entity other than the estate, only if—

(1) applicable nonbankruptcy law permits sale of such property free and clear of such interest;

(2) such entity consents;

(3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;

(4) such interest is in bona fide dispute; or

(5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

(g) Notwithstanding subsection (f) of this section, the trustee may sell property under subsection (b) or (c) of this section free and clear of any vested or contingent right in the nature of dower or curtesy.

(h) Notwithstanding subsection (f) of this section, the trustee may sell both the estate's interest, under subsection (b) or (c) of this section, and the interest of any co-owner in property in which the debtor had, at the time of the commencement of the case, an undivided interest as a tenant in common, joint tenant, or tenant by the entirety, only if—

(1) partition in kind of such property among the estate and such co-owners is impracticable;

(2) sale of the estate's undivided interest in such property would realize significantly less for the estate than sale of such property free of the interests of such co-owners;

(3) the benefit to the estate of a sale of such property free of the interests of co-owners out-

weighs the detriment, if any, to such co-owners; and

(4) such property is not used in the production, transmission, or distribution, for sale, of electric energy or of natural or synthetic gas for heat, light, or power.

(i) Before the consummation of a sale of property to which subsection (g) or (h) of this section applies, or of property of the estate that was community property of the debtor and the debtor's spouse immediately before the commencement of the case, the debtor's spouse, or a co-owner of such property, as the case may be, may purchase such property at the price at which such sale is to be consummated.

(j) After a sale of property to which subsection (g) or (h) of this section applies, the trustee shall distribute to the debtor's spouse or the co-owners of such property, as the case may be, and to the estate, the proceeds of such sale, less the costs and expenses, not including any compensation of the trustee, of such sale, according to the interests of such spouse or co-owners, and of the estate.

(k) At a sale under subsection (b) of this section of property that is subject to a lien that secures an allowed claim, unless the court for cause orders otherwise the holder of such claim may bid at such sale, and, if the holder of such claim purchases such property, such holder may offset such claim against the purchase price of such property.

(l) Subject to the provisions of section 365, the trustee may use, sell, or lease property under subsection (b) or (c) of this section, or a plan under chapter 11, 12, or 13 of this title may provide for the use, sale, or lease of property, notwithstanding any provision in a contract, a lease, or applicable law that is conditioned on the insolvency or financial condition of the debtor, on the commencement of a case under this title concerning the debtor, or on the appointment of or the taking possession by a trustee in a case under this title or a custodian, and that effects, or gives an option to effect, a forfeiture, modification, or termination of the debtor's interest in such property.

(m) The reversal or modification on appeal of an authorization under subsection (b) or (c) of this section of a sale or lease of property does not affect the validity of a sale or lease under such authorization to an entity that purchased or leased such property in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale or lease were stayed pending appeal.

(n) The trustee may avoid a sale under this section if the sale price was controlled by an agreement among potential bidders at such sale, or may recover from a party to such agreement any amount by which the value of the property sold exceeds the price at which such sale was consummated, and may recover any costs, attorneys' fees, or expenses incurred in avoiding such sale or recovering such amount. In addition to any recovery under the preceding sentence, the court may grant judgment for punitive damages in favor of the estate and against any such party that entered into such an agreement in willful disregard of this subsection.

(o) Notwithstanding subsection (f), if a person purchases any interest in a consumer credit

I WAS IN POSSESSION OF THE PROPERTY, I HAD TENANTS (ELDERLY & HANDICAPPED) WITH LEGITIMATE LEASES, PROTECTED BY BANKRUPTCY LAW, STATE LAW, ADA, AND THE PROTECTING TENANTS AT FORECLOSURE ACT. I OFFERED TO BRING THE MORTGAGES CURRENT AT MY 8/1/2019 HEARING IN CHANCERY COURT, WHILE ATTORNEY VIRGINIA LEE STORY TOLD ME THAT IT WAS ALREADY TOO LATE. THAT THE BANKRUPTCY PROCEEDINGS WERE TOO FAR ALONG, WHICH IS A VIOLATION OF MY CONSTITUTIONAL RIGHTS FOR PROTECTING MY CRITICAL PROPERTY INTERESTS, WITH MY RIGHTS UNDER FEDERAL HUD/ADA/FED/FRBP CRIMINAL & CIVIL LAWS! ADVERSARIAL PROCEEDING REQUIRED BY LAW!

transaction that is subject to the Truth in Lending Act or any interest in a consumer credit contract (as defined in section 433.1 of title 16 of the Code of Federal Regulations (January 1, 2004), as amended from time to time), and if such interest is purchased through a sale under this section, then such person shall remain subject to all claims and defenses that are related to such consumer credit transaction or such consumer credit contract, to the same extent as such person would be subject to such claims and defenses of the consumer had such interest been purchased at a sale not under this section.

(p) In any hearing under this section—

- (1) the trustee has the burden of proof on the issue of adequate protection; and
- (2) the entity asserting an interest in property has the burden of proof on the issue of the validity, priority, or extent of such interest.

(Pub. L. 95-598, Nov. 6, 1978, 92 Stat. 2572; Pub. L. 98-353, title III, § 442, July 10, 1984, 98 Stat. 371; Pub. L. 99-554, title II, § 257(k), Oct. 27, 1986, 100 Stat. 3115; Pub. L. 103-394, title I, § 109, title II, §§ 214(b), 219(c), title V, § 501(d)(8), Oct. 22, 1994, 108 Stat. 4113, 4126, 4129, 4144; Pub. L. 109-8, title II, §§ 204, 231(a), title XII, § 1221(a), Apr. 20, 2005, 119 Stat. 49, 72, 195; Pub. L. 111-327, § 2(a)(13), Dec. 22, 2010, 124 Stat. 3559.)

#### HISTORICAL AND REVISION NOTES

##### LEGISLATIVE STATEMENTS

Section 363(a) of the House amendment defines “cash collateral” as defined in the Senate amendment. The broader definition of “soft collateral” contained in H.R. 8200 as passed by the House is deleted to remove limitations that were placed on the use, lease, or sale of inventory, accounts, contract rights, general intangibles, and chattel paper by the trustee or debtor in possession.

Section 363(c)(2) of the House amendment is derived from the Senate amendment. Similarly, sections 363(c)(3) and (4) are derived from comparable provisions in the Senate amendment in lieu of the contrary procedure contained in section 363(c) as passed by the House. The policy of the House amendment will generally require the court to schedule a preliminary hearing in accordance with the needs of the debtor to authorize the trustee or debtor in possession to use, sell, or lease cash collateral. The trustee or debtor in possession may use, sell, or lease cash collateral in the ordinary course of business only “after notice and a hearing.”

Section 363(f) of the House amendment adopts an identical provision contained in the House bill, as opposed to an alternative provision contained in the Senate amendment.

**Section 363(h)** of the House amendment adopts a new paragraph (4) representing a compromise between the House bill and Senate amendment. The provision adds a limitation indicating that **a trustee or debtor in possession** sell jointly owned property only if the property is not used in the production, transmission, or distribution for sale, of electric energy or of natural or synthetic gas for heat, light, or power. This limitation is intended to protect public utilities from being deprived of power sources because of the bankruptcy of a joint owner.

Section 363(k) of the House amendment is derived from the third sentence of section 363(e) of the Senate amendment. The provision indicates that a secured creditor may bid in the full amount of the creditor's allowed claim, including the secured portion and any unsecured portion thereof in the event the creditor is undersecured, with respect to property that is subject to a lien that secures the allowed claim of the sale of the property.

SENATE REPORT NO. 95-989

This section defines the right and powers of the trustee with respect to the use, sale or lease of property and the rights of other parties that have interests in the property involved. It applies in both liquidation and reorganization cases.

Subsection (a) defines “cash collateral” as cash, negotiable instruments, documents of title, securities, deposit accounts, or other cash equivalents in which the estate and an entity other than the estate have an interest, such as a lien or a co-ownership interest. The definition is not restricted to property of the estate that is cash collateral on the date of the filing of the petition. Thus, if “non-cash” collateral is disposed of and the proceeds come within the definition of “cash collateral” as set forth in this subsection, the proceeds would be cash collateral as long as they remain subject to the original lien on the “non-cash” collateral under section 552(b). To illustrate, rents received from real property before or after the commencement of the case would be cash collateral to the extent that they are subject to a lien.

Subsection (b) permits the trustees to use, sell, or lease, other than in the ordinary course of business, property of the estate upon notice and opportunity for objections and hearing thereon.

Subsection (c) governs use, sale, or lease in the ordinary course of business. If the business of the debtor is authorized to be operated under § 721, 1108, or 1304 of the bankruptcy code, then the trustee may use, sell, or lease property in the ordinary course of business or enter into ordinary course transactions without need for notice and hearing. This power is subject to several limitations. First, the court may restrict the trustee's powers in the order authorizing operation of the business. Second, with respect to cash collateral, the trustee may not use, sell, or lease cash collateral except upon court authorization after notice and a hearing, or with the consent of each entity that has an interest in such cash collateral. The same preliminary hearing procedure in the automatic stay section applies to a hearing under this subsection. In addition, the trustee is required to segregate and account for any cash collateral in the trustee's possession, custody, or control.

Under subsections (d) and (e), the use, sale, or lease of property is further limited by the concept of adequate protection. Sale, use, or lease of property in which an entity other than the estate has an interest may be effected only to the extent not inconsistent with any relief from the stay granted to that interest's holder. Moreover, the court may prohibit or condition the use, sale, or lease as is necessary to provide adequate protection of that interest. Again, the trustee has the burden of proof on the issue of adequate protection. Subsection (e) also provides that where a sale of the property is proposed, an entity that has an interest in such property may bid at the sale thereof and set off against the purchase price up to the amount of such entity's claim. No prior valuation under section 506(a) would limit this bidding right, since the bid at the sale would be determinative of value.

Subsection (f) permits sale of property free and clear of any interest in the property of an entity other than the estate. The trustee may sell free and clear if applicable nonbankruptcy law permits it, if the other entity consents, if the interest is a lien and the sale price of the property is greater than the amount secured by the lien, if the interest is in bona fide dispute, or if the other entity could be compelled to accept a money satisfaction of the interest in a legal or equitable proceeding. Sale under this subsection is subject to the adequate protection requirement. Most often, adequate protection in connection with a sale free and clear of other interests will be to have those interests attach to the proceeds of the sale.

At a sale free and clear of other interests, any holder of any interest in the property being sold will be permitted to bid. If that holder is the high bidder, he will be permitted to offset the value of his interest against

**363(H) THIS WAS A BURDENSOM ASSET, AS LONG AS I COULD BRING THE PAYMENTS CURRENT AND KEEP PAYING THEM ON TIME, THE BANKRUPTCY TRUSTEE WOULD HAVE HAD TO REMOVE OUR HOME FROM THE BANKRUPTCY ESTATE, OR PAY TO RELOCATE MY TENTNATS, AND PAID TO RELOCATE AND REIMBURSE ME FOR MY INVESTMENT, NOT A FORCED AUCTION, WHERE WE INSTANTLY LOST OVER \$200. WHILE OUR HOME IS WORTH \$800K TODAY! SCAM BETWEEN COURTS!**



## EFFECTIVE DATE OF 2005 AMENDMENT

Amendment by Pub. L. 109-8 effective 180 days after Apr. 20, 2005, and not applicable with respect to cases commenced under this title before such effective date, except as otherwise provided, see section 1501 of Pub. L. 109-8, set out as a note under section 101 of this title.

## EFFECTIVE DATE OF 1994 AMENDMENT

Amendment by Pub. L. 103-394 effective Oct. 22, 1994, and not applicable with respect to cases commenced under this title before Oct. 22, 1994, see section 702 of Pub. L. 103-394, set out as a note under section 101 of this title.

## EFFECTIVE DATE OF 1990 AMENDMENT

Pub. L. 101-508, title III, §3007(a)(3), Nov. 5, 1990, 104 Stat. 1388-28, provided that: "The amendments made by this subsection [amending this section and section 541 of this title] shall be effective upon date of enactment of this Act [Nov. 5, 1990]."

Pub. L. 101-508, title III, §3008, Nov. 5, 1990, 104 Stat. 1388-29, provided that the amendments made by subtitle A (§§3001-3008) of title III of Pub. L. 101-508, amending this section, sections 541 and 1328 of this title, and sections 1078, 1078-1, 1078-7, 1085, 1088, and 1091 of Title 20, Education, and provisions set out as a note under section 1078-1 of Title 20, were to cease to be effective Oct. 1, 1996, prior to repeal by Pub. L. 102-325, title XV, §1558, July 23, 1992, 106 Stat. 841.

## EFFECTIVE DATE OF 1986 AMENDMENT

Amendment by section 257 of Pub. L. 99-554 effective 30 days after Oct. 27, 1986, but not applicable to cases commenced under this title before that date, see section 302(a), (c)(1) of Pub. L. 99-554, set out as a note under section 581 of Title 28, Judiciary and Judicial Procedure.

Amendment by section 283 of Pub. L. 99-554 effective 30 days after Oct. 27, 1986, see section 302(a) of Pub. L. 99-554.

Pub. L. 99-509, title V, §5001(b), Oct. 21, 1986, 100 Stat. 1912, provided that: "The amendments made by subsection (a) of this section [amending this section] shall apply only to petitions filed under section 362 of title 11, United States Code, which are made after August 1, 1986."

## EFFECTIVE DATE OF 1984 AMENDMENT

Amendment by Pub. L. 98-353 effective with respect to cases filed 90 days after July 10, 1984, see section 552(a) of Pub. L. 98-353, set out as a note under section 101 of this title.

## REPORT TO CONGRESSIONAL COMMITTEES

Pub. L. 99-509, title V, §5001(a), Oct. 21, 1986, 100 Stat. 1911, directed Secretary of Transportation and Secretary of Commerce, before July 1, 1989, to submit reports to Congress on the effects of amendments to 11 U.S.C. 362 by this subsection.

**§ 363. Use, sale, or lease of property**

(a) In this section, "cash collateral" means cash, negotiable instruments, documents of title, securities, deposit accounts, or other cash equivalents whenever acquired in which the estate and an entity other than the estate have an interest and includes the proceeds, products, offspring, rents, or profits of property and the fees, charges, accounts or other payments for the use or occupancy of rooms and other public facilities in hotels, motels, or other lodging properties subject to a security interest as provided in section 552(b) of this title, whether existing before or after the commencement of a case under this title.

(b)(1) The trustee, after notice and a hearing, may use, sell, or lease, other than in the ordi-

nary course of business, property of the estate, except that if the debtor in connection with offering a product or a service discloses to an individual a policy prohibiting the transfer of personally identifiable information about individuals to persons that are not affiliated with the debtor and if such policy is in effect on the date of the commencement of the case, then the trustee may not sell or lease personally identifiable information to any person unless—

(A) such sale or such lease is consistent with such policy; or

(B) after appointment of a consumer privacy ombudsman in accordance with section 332, and after notice and a hearing, the court approves such sale or such lease—

(i) giving due consideration to the facts, circumstances, and conditions of such sale or such lease; and

(ii) finding that no showing was made that such sale or such lease would violate applicable nonbankruptcy law.

(2) If notification is required under subsection (a) of section 7A of the Clayton Act in the case of a transaction under this subsection, then—

(A) notwithstanding subsection (a) of such section, the notification required by such subsection to be given by the debtor shall be given by the trustee; and

(B) notwithstanding subsection (b) of such section, the required waiting period shall end on the 15th day after the date of the receipt, by the Federal Trade Commission and the Assistant Attorney General in charge of the Antitrust Division of the Department of Justice, of the notification required under such subsection (a), unless such waiting period is extended—

(i) pursuant to subsection (e)(2) of such section, in the same manner as such subsection (e)(2) applies to a cash tender offer;

(ii) pursuant to subsection (g)(2) of such section; or

(iii) by the court after notice and a hearing.

(c)(1) If the business of the debtor is authorized to be operated under section 721, 1108, 1203, 1204, or 1304 of this title and unless the court orders otherwise, the trustee may enter into transactions, including the sale or lease of property of the estate, in the ordinary course of business, without notice or a hearing, and may use property of the estate in the ordinary course of business without notice or a hearing.

(2) The trustee may not use, sell, or lease cash collateral under paragraph (1) of this subsection unless—

(A) each entity that has an interest in such cash collateral consents; or

(B) the court, after notice and a hearing, authorizes such use, sale, or lease in accordance with the provisions of this section.

(3) Any hearing under paragraph (2)(B) of this subsection may be a preliminary hearing or may be consolidated with a hearing under subsection (e) of this section, but shall be scheduled in accordance with the needs of the debtor. If the hearing under paragraph (2)(B) of this subsection is a preliminary hearing, the court may authorize such use, sale, or lease only if there is

363(B)(1) I WAS DUE A NOTICE AND A HEARING BY THE TRUSTEE, SHORTLY AFTER MY EX-WIFE (SECRETLY) FILED FOR BANKRUPTCY. MY EX-WIFE HAD COMMITTED TO PAYING THE MORTGAGES AS THE VOLUNTARY PRIMARY BREADWINNER FOR OUR FAMILY SINCE 2011. I HAD NO ACCESS TO THE ACCOUNTS, THE STATEMENTS OR NOTICES. I HAD NO KNOWLEDGE, NOTICE, OR MEANS OF KNOWING THAT A SINGLE MORTGAGE PAYMENT WAS LATE, LET ALONE THAT SEVERAL WERE DEFAULTED UPON, AND OUR MUTUALLY INVESTED IN (CASH), PURCHASED, AND DEEDED PROPERTY WAS AT RISK!

the purchase price of the property. Thus, in the most common situation, a holder of a lien on property being sold may bid at the sale and, if successful, may offset the amount owed to him that is secured by the lien on the property (but may not offset other amounts owed to him) against the purchase price, and be liable to the trustee for the balance of the sale price, if any.

Subsection (g) permits the trustee to sell free and clear of any vested or contingent right in the nature of dower or curtesy.

Subsection (h) permits sale of a co-owner's interest in property in which the debtor had an undivided ownership interest such as a joint tenancy, a tenancy in common, or a tenancy by the entirety. Such a sale is permissible only if partition is impracticable, if sale of the estate's interest would realize significantly less for the estate than sale of the property free of the interests of the co-owners, and if the benefit to the estate of such a sale outweighs any detriment to the co-owners. This subsection does not apply to a co-owner's interest in a public utility when a disruption of the utilities services could result.

Subsection (i) provides protections for co-owners and spouses with dower, curtesy, or community property rights. It gives a right of first refusal to the co-owner or spouse at the price at which the sale is to be consummated.

Subsection (j) requires the trustee to distribute to the spouse or co-owner the appropriate portion of the proceeds of the sale, less certain administrative expenses.

Subsection (k) [enacted as (l)] permits the trustee to use, sell, or lease property notwithstanding certain bankruptcy or ipso facto clauses that terminate the debtor's interest in the property or that work a forfeiture or modification of that interest. This subsection is not as broad as the anti-ipso facto provision in proposed 11 U.S.C. 541(c)(1).

Subsection (l) [enacted as (m)] protects good faith purchasers of property sold under this section from a reversal on appeal of the sale authorization, unless the authorization for the sale and the sale itself were stayed pending appeal. The purchaser's knowledge of the appeal is irrelevant to the issue of good faith.

Subsection (m) [enacted as (n)] is directed at collusive bidding on property sold under this section. It permits the trustee to void a sale if the price of the sale was controlled by an agreement among potential bidders. The trustees may also recover the excess of the value of the property over the purchase price, and may recover any costs, attorney's fees, or expenses incurred in voiding the sale or recovering the difference. In addition, the court is authorized to grant judgment in favor of the estate and against the collusive bidder if the agreement controlling the sale price was entered into in willful disregard of this subsection. The subsection does not specify the precise measure of damages, but simply provides for punitive damages, to be fixed in light of the circumstances.

#### REFERENCES IN TEXT

Section 7A of the Clayton Act, referred to in subsec. (b)(2), is classified to section 18a of Title 15, Commerce and Trade.

The Truth in Lending Act, referred to in subsec. (o), is title I of Pub. L. 90-321, May 29, 1968, 82 Stat. 146, as amended, which is classified generally to subchapter I (§1601 et seq.) of chapter 41 of Title 15, Commerce and Trade. For complete classification of this Act to the Code, see Short Title note set out under section 1601 of Title 15 and Tables.

#### AMENDMENTS

2010—Subsec. (d). Pub. L. 111-327, §2(a)(13)(A), struck out “only” before dash at end of introductory provisions.

Subsec. (d)(1). Pub. L. 111-327, §2(a)(13)(B), amended par. (1) generally. Prior to amendment, par. (1) read as follows: “in accordance with applicable nonbankruptcy

law that governs the transfer of property by a corporation or trust that is not a moneyed, business, or commercial corporation or trust; and”.

Subsec. (d)(2). Pub. L. 111-327, §2(a)(13)(C), inserted “only” before “to the extent”.

2005—Subsec. (b)(1). Pub. L. 109-8, §231(a), substituted “, except that if the debtor in connection with offering a product or a service discloses to an individual a policy prohibiting the transfer of personally identifiable information about individuals to persons that are not affiliated with the debtor and if such policy is in effect on the date of the commencement of the case, then the trustee may not sell or lease personally identifiable information to any person unless—” and subpars. (A) and (B) for period at end.

Subsec. (d). Pub. L. 109-8, §1221(a), substituted “only—” and pars. (1) and (2) for “only to the extent not inconsistent with any relief granted under section 362(c), 362(d), 362(e), or 362(f) of this title.”

Subsecs. (o), (p). Pub. L. 109-8, §204, added subsec. (o) and redesignated former subsec. (o) as (p).

1994—Subsec. (a). Pub. L. 103-394, §214(b), inserted “and the fees, charges, accounts or other payments for the use or occupancy of rooms and other public facilities in hotels, motels, or other lodging properties” after “property”.

Subsec. (b)(2). Pub. L. 103-394, §§109, 501(d)(8)(A), struck out “(15 U.S.C. 18a)” after “Clayton Act” and amended subpars. (A) and (B) generally. Prior to amendment, subpars. (A) and (B) read as follows:

“(A) notwithstanding subsection (a) of such section, such notification shall be given by the trustee; and

“(B) notwithstanding subsection (b) of such section, the required waiting period shall end on the tenth day after the date of the receipt of such notification, unless the court, after notice and hearing, orders otherwise.”

Subsec. (c)(1). Pub. L. 103-394, §501(d)(8)(B), substituted “1203, 1204, or 1304” for “1304, 1203, or 1204”.

Subsec. (e). Pub. L. 103-394, §219(c), inserted at end “This subsection also applies to property that is subject to any unexpired lease of personal property (to the exclusion of such property being subject to an order to grant relief from the stay under section 362).”

1986—Subsec. (c)(1). Pub. L. 99-554, §257(k)(1), inserted reference to sections 1203 and 1204 of this title.

Subsec. (l). Pub. L. 99-554, §257(k)(2), inserted reference to chapter 12.

1984—Subsec. (a). Pub. L. 98-353, §442(a), inserted “whenever acquired” after “equivalents” and “and includes the proceeds, products, offspring, rents, or profits of property subject to a security interest as provided in section 552(b) of this title, whether existing before or after the commencement of a case under this title” after “interest”.

Subsec. (b). Pub. L. 98-353, §442(b), designated existing provisions as par. (1) and added par. (2).

Subsec. (e). Pub. L. 98-353, §442(c), inserted “, with or without a hearing,” after “court” and struck out “In any hearing under this section, the trustee has the burden of proof on the issue of adequate protection”.

Subsec. (f)(3). Pub. L. 98-353, §442(d), substituted “all liens on such property” for “such interest”.

Subsec. (h). Pub. L. 98-353, §442(e), substituted “at the time of” for “immediately before”.

Subsec. (j). Pub. L. 98-353, §442(f), substituted “compensation” for “compensation”.

Subsec. (k). Pub. L. 98-353, §442(g), substituted “unless the court for cause orders otherwise the holder of such claim may bid at such sale, and, if the holder” for “if the holder”.

Subsec. (l). Pub. L. 98-353, §442(h), substituted “Subject to the provisions of section 365, the trustee” for “The trustee”, “condition” for “conditions”, “or the taking” for “a taking”, and “interest” for “interests”.

Subsec. (n). Pub. L. 98-353, §442(i), substituted “avoid” for “void”, “avoiding” for “voiding”, and “In addition to any recovery under the preceding sentence, the court may grant judgment for punitive damages in favor of the estate and against any such party that entered into such an agreement in willful disregard of

363(H) WOULD HAVE ONLY ALLOWED THIS SALE (PROVIDED I COULD BRING THE PAYMENTS CURRENT AND MAINTAIN THEM) IF THE BENEFIT TO THE ESTATE OF SUCH A SALE OUTWEIGHTS ANY DETRIMENT TO THE CO-OWNERS. WHICH IS LITERALLY IMPOSSIBLE! SHE HAD ROUGHLY \$40K OF UNSECURE DEBT, OUR MARITAL DEBTS LEFT IN MY NAME WERE NEVER GIVEN ANY CONSIDERATION, NOR WAS A PENNY APPLIED TO MY MARITAL DEBTS, OR PAID TO ME FOR MY INVESTMENTS. WE INSTANTLY LOST OVER \$200K FROM OUR CASH INVESTMENTS, PLUS I LOST A MILLION DOLLAR RETIREMENT INVESTMENT, WHICH THIS PROPERTY WAS THE WHOLE OF. WORTH \$800K TODAY, WITH ONLY \$300K OWED!

this subsection" for "The court may grant judgment in favor of the estate and against any such party that entered into such agreement in willful disregard of this subsection for punitive damages in addition to any recovery under the preceding sentence".

Subsec. (o). Pub. L. 98-353, § 442(j), added subsec. (o).

#### EFFECTIVE DATE OF 2005 AMENDMENT

Pub. L. 109-8, title XII, § 1221(d), Apr. 20, 2005, 119 Stat. 196, provided that: "The amendments made by this section [amending this section and sections 541 and 1129 of this title and enacting provisions set out as a note under this section] shall apply to a case pending under title 11, United States Code, on the date of enactment of this Act [Apr. 20, 2005], or filed under that title on or after that date of enactment, except that the court shall not confirm a plan under chapter 11 of title 11, United States Code, without considering whether this section would substantially affect the rights of a party in interest who first acquired rights with respect to the debtor after the date of the filing of the petition. The parties who may appear and be heard in a proceeding under this section include the attorney general of the State in which the debtor is incorporated, was formed, or does business."

Amendment by sections 204 and 231(a) of Pub. L. 109-8 effective 180 days after Apr. 20, 2005, and not applicable with respect to cases commenced under this title before such effective date, except as otherwise provided, see section 1501 of Pub. L. 109-8, set out as a note under section 101 of this title.

#### EFFECTIVE DATE OF 1994 AMENDMENT

Amendment by Pub. L. 103-394 effective Oct. 22, 1994, and not applicable with respect to cases commenced under this title before Oct. 22, 1994, see section 702 of Pub. L. 103-394, set out as a note under section 101 of this title.

#### EFFECTIVE DATE OF 1986 AMENDMENT

Amendment by Pub. L. 99-554 effective 30 days after Oct. 27, 1986, but not applicable to cases commenced under this title before that date, see section 302(a), (c)(1) of Pub. L. 99-554, set out as a note under section 581 of Title 28, Judiciary and Judicial Procedure.

#### EFFECTIVE DATE OF 1984 AMENDMENT

Amendment by Pub. L. 98-353 effective with respect to cases filed 90 days after July 10, 1984, see section 552(a) of Pub. L. 98-353, set out as a note under section 101 of this title.

#### CONSTRUCTION OF SECTION 1221 OF PUB. L. 109-8

Pub. L. 109-8, title XII, § 1221(e), Apr. 20, 2005, 119 Stat. 196, provided that: "Nothing in this section [see Effective Date of 2005 Amendment note above] shall be construed to require the court in which a case under chapter 11 of title 11, United States Code, is pending to remand or refer any proceeding, issue, or controversy to any other court or to require the approval of any other court for the transfer of property."

### § 364. Obtaining credit

(a) If the trustee is authorized to operate the business of the debtor under section 721, 1108, 1203, 1204, or 1304 of this title, unless the court orders otherwise, the trustee may obtain unsecured credit and incur unsecured debt in the ordinary course of business allowable under section 503(b)(1) of this title as an administrative expense.

(b) The court, after notice and a hearing, may authorize the trustee to obtain unsecured credit or to incur unsecured debt other than under subsection (a) of this section, allowable under section 503(b)(1) of this title as an administrative expense.

(c) If the trustee is unable to obtain unsecured credit allowable under section 503(b)(1) of this title as an administrative expense, the court, after notice and a hearing, may authorize the obtaining of credit or the incurring of debt—

(1) with priority over any or all administrative expenses of the kind specified in section 503(b) or 507(b) of this title;

(2) secured by a lien on property of the estate that is not otherwise subject to a lien; or

(3) secured by a junior lien on property of the estate that is subject to a lien.

(d)(1) The court, after notice and a hearing, may authorize the obtaining of credit or the incurring of debt secured by a senior or equal lien on property of the estate that is subject to a lien only if—

(A) the trustee is unable to obtain such credit otherwise; and

(B) there is adequate protection of the interest of the holder of the lien on the property of the estate on which such senior or equal lien is proposed to be granted.

(2) In any hearing under this subsection, the trustee has the burden of proof on the issue of adequate protection.

(e) The reversal or modification on appeal of an authorization under this section to obtain credit or incur debt, or of a grant under this section of a priority or a lien, does not affect the validity of any debt so incurred, or any priority or lien so granted, to an entity that extended such credit in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and the incurring of such debt, or the granting of such priority or lien, were stayed pending appeal.

(f) Except with respect to an entity that is an underwriter as defined in section 1145(b) of this title, section 5 of the Securities Act of 1933, the Trust Indenture Act of 1939, and any State or local law requiring registration for offer or sale of a security or registration or licensing of an issuer of, underwriter of, or broker or dealer in, a security does not apply to the offer or sale under this section of a security that is not an equity security.

(Pub. L. 95-598, Nov. 6, 1978, 92 Stat. 2574; Pub. L. 99-554, title II, § 257(l), Oct. 27, 1986, 100 Stat. 3115; Pub. L. 103-394, title V, § 501(d)(9), Oct. 22, 1994, 108 Stat. 4144.)

#### HISTORICAL AND REVISION NOTES

##### LEGISLATIVE STATEMENTS

Section 364(f) of the House amendment is new. This provision continues the exemption found in section 3(a)(7) of the Securities Act of 1933 [15 U.S.C. 77c(a)(7)] for certificates of indebtedness issued by a trustee in bankruptcy. The exemption applies to any debt security issued under section 364 of title 11. The section does not intend to change present law which exempts such securities from the Trust Indenture Act, 15 U.S.C. 77aaa, et seq. (1976).

##### SENATE REPORT NO. 95-989

This section is derived from provisions in current law governing certificates of indebtedness, but is much broader. It governs all obtaining of credit and incurring of debt by the estate.

Subsection (a) authorizes the obtaining of unsecured credit and the incurring of unsecured debt in the ordi-

363(H) PLUS THIS FORCED AUCTION RENDERED ME HOMELESS WITHOUT ANY INCOME, STRAIGHT FROM A BEAUTIFUL HOME WITH PROVISION PAID BY MY TENANTS. THIS DEPRIVED ME OF MY PROPERTY INTEREST IN MY ONLY STREAM OF INCOME, MY PROPERTY INTEREST IN MY SHELTER, MY PROVISION, AND THE WHOLE OF MY PREMARITAL RETIREMENT SAVINGS, WITHOUT ONE PENNY TO MY BENEFIT, OR NOTICE BY WHICH I COULD SAVE MY PROPERTY INTEREST, OR AT LEAST TRY TO MITIGATE MY LOSSES IN MY PROPERTY INTERESTS! WHILE THE BANKRUPTCY WAS FILED MONTHS BEFORE THE DIVORCE, GIVING CIRCUIT COURT JURISDICTION! CRIME BETWEEN COURTS & COUNSEL!



## Editorial Notes

## AMENDMENTS

2010—Subsec. (b). Pub. L. 111-327 substituted “Schedules, and Statement of Financial Affairs, and in some cases a Statement of Intention,” for “Schedules and Statement of Financial Affairs, as well as in some cases a Statement of Intention” in third sentence of fourth undesignated par.

## Statutory Notes and Related Subsidiaries

## EFFECTIVE DATE

Section effective 180 days after Apr. 20, 2005, and not applicable with respect to cases commenced under this title before such effective date, except as otherwise provided, see section 1501 of Pub. L. 109-8, set out as an Effective Date of 2005 Amendment note under section 101 of this title.

## § 528. Requirements for debt relief agencies

(a) A debt relief agency shall—

(1) not later than 5 business days after the first date on which such agency provides any bankruptcy assistance services to an assisted person, but prior to such assisted person’s petition under this title being filed, execute a written contract with such assisted person that explains clearly and conspicuously—

(A) the services such agency will provide to such assisted person; and

(B) the fees or charges for such services, and the terms of payment;

(2) provide the assisted person with a copy of the fully executed and completed contract;

(3) clearly and conspicuously disclose in any advertisement of bankruptcy assistance services or of the benefits of bankruptcy directed to the general public (whether in general media, seminars or specific mailings, telephonic or electronic messages, or otherwise) that the services or benefits are with respect to bankruptcy relief under this title; and

(4) clearly and conspicuously use the following statement in such advertisement: “We are a debt relief agency. We help people file for bankruptcy relief under the Bankruptcy Code.” or a substantially similar statement.

(b)(1) An advertisement of bankruptcy assistance services or of the benefits of bankruptcy directed to the general public includes—

(A) descriptions of bankruptcy assistance in connection with a chapter 13 plan whether or not chapter 13 is specifically mentioned in such advertisement; and

(B) statements such as “federally supervised repayment plan” or “Federal debt restructuring help” or other similar statements that could lead a reasonable consumer to believe that debt counseling was being offered when in fact the services were directed to providing bankruptcy assistance with a chapter 13 plan or other form of bankruptcy relief under this title.

(2) An advertisement, directed to the general public, indicating that the debt relief agency provides assistance with respect to credit defaults, mortgage foreclosures, eviction proceedings, excessive debt, debt collection pressure, or inability to pay any consumer debt shall—

(A) disclose clearly and conspicuously in such advertisement that the assistance may involve bankruptcy relief under this title; and

(B) include the following statement: “We are a debt relief agency. We help people file for bankruptcy relief under the Bankruptcy Code.” or a substantially similar statement.

(Added Pub. L. 109-8, title II, § 229(a), Apr. 20, 2005, 119 Stat. 71.)

## Statutory Notes and Related Subsidiaries

## EFFECTIVE DATE

Section effective 180 days after Apr. 20, 2005, and not applicable with respect to cases commenced under this title before such effective date, except as otherwise provided, see section 1501 of Pub. L. 109-8, set out as an Effective Date of 2005 Amendment note under section 101 of this title.

## SUBCHAPTER III—THE ESTATE

## § 541. Property of the estate

(a) The commencement of a case under section 301, 302, or 303 of this title creates an estate. Such estate is comprised of all the following property, wherever located and by whomever held:

(1) Except as provided in subsections (b) and (c)(2) of this section, all legal or equitable interests of the debtor in property as of the commencement of the case.

(2) All interests of the debtor and the debtor’s spouse in community property as of the commencement of the case that is—

(A) under the sole, equal, or joint management and control of the debtor; or

(B) liable for an allowable claim against the debtor, or for both an allowable claim against the debtor and an allowable claim against the debtor’s spouse, to the extent that such interest is so liable.

(3) Any interest in property that the trustee recovers under section 329(b), 363(n), 543, 550, 553, or 723 of this title.

(4) Any interest in property preserved for the benefit of or ordered transferred to the estate under section 510(c) or 551 of this title.

(5) Any interest in property that would have been property of the estate if such interest had been an interest of the debtor on the date of the filing of the petition, and that the debtor acquires or becomes entitled to acquire within 180 days after such date—

(A) by bequest, devise, or inheritance;

(B) as a result of a property settlement agreement with the debtor’s spouse, or of an interlocutory or final divorce decree; or

(C) as a beneficiary of a life insurance policy or of a death benefit plan.

(6) Proceeds, product, offspring, rents, or profits of or from property of the estate, except such as are earnings from services performed by an individual debtor after the commencement of the case.

(7) Any interest in property that the estate acquires after the commencement of the case.

(b) Property of the estate does not include—

(1) any power that the debtor may exercise solely for the benefit of an entity other than the debtor;



(2) any interest of the debtor as a lessee under a lease of nonresidential real property that has terminated at the expiration of the stated term of such lease before the commencement of the case under this title, and ceases to include any interest of the debtor as a lessee under a lease of nonresidential real property that has terminated at the expiration of the stated term of such lease during the case;

(3) any eligibility of the debtor to participate in programs authorized under the Higher Education Act of 1965 (20 U.S.C. 1001 et seq.; 42 U.S.C. 2751 et seq.),<sup>1</sup> or any accreditation status or State licensure of the debtor as an educational institution;

(4) any interest of the debtor in liquid or gaseous hydrocarbons to the extent that—

(A)(i) the debtor has transferred or has agreed to transfer such interest pursuant to a farmout agreement or any written agreement directly related to a farmout agreement; and

(ii) but for the operation of this paragraph, the estate could include the interest referred to in clause (i) only by virtue of section 365 or 544(a)(3) of this title; or

(B)(i) the debtor has transferred such interest pursuant to a written conveyance of a production payment to an entity that does not participate in the operation of the property from which such production payment is transferred; and

(ii) but for the operation of this paragraph, the estate could include the interest referred to in clause (i) only by virtue of section 365 or 542 of this title;

(5) funds placed in an education individual retirement account (as defined in section 530(b)(1) of the Internal Revenue Code of 1986) not later than 365 days before the date of the filing of the petition in a case under this title, but—

(A) only if the designated beneficiary of such account was a child, stepchild, grandchild, or stepgrandchild of the debtor for the taxable year for which funds were placed in such account;

(B) only to the extent that such funds—

(i) are not pledged or promised to any entity in connection with any extension of credit; and

(ii) are not excess contributions (as described in section 4973(e) of the Internal Revenue Code of 1986); and

(C) in the case of funds placed in all such accounts having the same designated beneficiary not earlier than 720 days nor later than 365 days before such date, only so much of such funds as does not exceed \$5,000;<sup>2</sup>

(6) funds used to purchase a tuition credit or certificate or contributed to an account in accordance with section 529(b)(1)(A) of the Internal Revenue Code of 1986 under a qualified State tuition program (as defined in section 529(b)(1) of such Code) not later than 365 days before the date of the filing of the petition in a case under this title, but—

(A) only if the designated beneficiary of the amounts paid or contributed to such tuition program was a child, stepchild, grandchild, or stepgrandchild of the debtor for the taxable year for which funds were paid or contributed;

(B) with respect to the aggregate amount paid or contributed to such program having the same designated beneficiary, only so much of such amount as does not exceed the total contributions permitted under section 529(b)(6) of such Code with respect to such beneficiary, as adjusted beginning on the date of the filing of the petition in a case under this title by the annual increase or decrease (rounded to the nearest tenth of 1 percent) in the education expenditure category of the Consumer Price Index prepared by the Department of Labor; and

(C) in the case of funds paid or contributed to such program having the same designated beneficiary not earlier than 720 days nor later than 365 days before such date, only so much of such funds as does not exceed \$5,000;<sup>2</sup>

(7) any amount—

(A) withheld by an employer from the wages of employees for payment as contributions—

(i) to—

(I) an employee benefit plan that is subject to title I of the Employee Retirement Income Security Act of 1974 or under an employee benefit plan which is a governmental plan under section 414(d) of the Internal Revenue Code of 1986;

(II) a deferred compensation plan under section 457 of the Internal Revenue Code of 1986; or

(III) a tax-deferred annuity under section 403(b) of the Internal Revenue Code of 1986;

except that such amount under this subparagraph shall not constitute disposable income as defined in section 1325(b)(2); or

(ii) to a health insurance plan regulated by State law whether or not subject to such title; or

(B) received by an employer from employees for payment as contributions—

(i) to—

(I) an employee benefit plan that is subject to title I of the Employee Retirement Income Security Act of 1974 or under an employee benefit plan which is a governmental plan under section 414(d) of the Internal Revenue Code of 1986;

(II) a deferred compensation plan under section 457 of the Internal Revenue Code of 1986; or

(III) a tax-deferred annuity under section 403(b) of the Internal Revenue Code of 1986;

except that such amount under this subparagraph shall not constitute disposable income, as defined in section 1325(b)(2); or

(ii) to a health insurance plan regulated by State law whether or not subject to such title;

<sup>1</sup> See References in Text note below.

<sup>2</sup> See Adjustment of Dollar Amounts notes below.

(8) subject to subchapter III of chapter 5, any interest of the debtor in property where the debtor pledged or sold tangible personal property (other than securities or written or printed evidences of indebtedness or title) as collateral for a loan or advance of money given by a person licensed under law to make such loans or advances, where—

(A) the tangible personal property is in the possession of the pledgee or transferee;

(B) the debtor has no obligation to repay the money, redeem the collateral, or buy back the property at a stipulated price; and

(C) neither the debtor nor the trustee have exercised any right to redeem provided under the contract or State law, in a timely manner as provided under State law and section 108(b);

(9) any interest in cash or cash equivalents that constitute proceeds of a sale by the debtor of a money order that is made—

(A) on or after the date that is 14 days prior to the date on which the petition is filed; and

(B) under an agreement with a money order issuer that prohibits the commingling of such proceeds with property of the debtor (notwithstanding that, contrary to the agreement, the proceeds may have been commingled with property of the debtor),

unless the money order issuer had not taken action, prior to the filing of the petition, to require compliance with the prohibition;

(10) funds placed in an account of a qualified ABLE program (as defined in section 529A(b) of the Internal Revenue Code of 1986) not later than 365 days before the date of the filing of the petition in a case under this title, but—

(A) only if the designated beneficiary of such account was a child, stepchild, grandchild, or stepgrandchild of the debtor for the taxable year for which funds were placed in such account;

(B) only to the extent that such funds—

(i) are not pledged or promised to any entity in connection with any extension of credit; and

(ii) are not excess contributions (as described in section 4973(h) of the Internal Revenue Code of 1986); and

(C) in the case of funds placed in all such accounts having the same designated beneficiary not earlier than 720 days nor later than 365 days before such date, only so much of such funds as does not exceed \$6,225;<sup>2</sup> or

(11) recovery rebates made under section 6428 of the Internal Revenue Code of 1986.

Paragraph (4) shall not be construed to exclude from the estate any consideration the debtor retains, receives, or is entitled to receive for transferring an interest in liquid or gaseous hydrocarbons pursuant to a farmout agreement.

(c)(1) Except as provided in paragraph (2) of this subsection, an interest of the debtor in property becomes property of the estate under subsection (a)(1), (a)(2), or (a)(5) of this section notwithstanding any provision in an agreement, transfer instrument, or applicable nonbankruptcy law—

(A) that restricts or conditions transfer of such interest by the debtor; or

(B) that is conditioned on the insolvency or financial condition of the debtor, on the commencement of a case under this title, or on the appointment of or taking possession by a trustee in a case under this title or a custodian before such commencement, and that effects or gives an option to effect a forfeiture, modification, or termination of the debtor's interest in property.

(2) A restriction on the transfer of a beneficial interest of the debtor in a trust that is enforceable under applicable nonbankruptcy law is enforceable in a case under this title.

(d) Property in which the debtor holds, as of the commencement of the case, only legal title and not an equitable interest, such as a mortgage secured by real property, or an interest in such a mortgage, sold by the debtor but as to which the debtor retains legal title to service or supervise the servicing of such mortgage or interest, becomes property of the estate under subsection (a)(1) or (2) of this section only to the extent of the debtor's legal title to such property, but not to the extent of any equitable interest in such property that the debtor does not hold.

(e) In determining whether any of the relationships specified in paragraph (5)(A) or (6)(A) of subsection (b) exists, a legally adopted child of an individual (and a child who is a member of an individual's household, if placed with such individual by an authorized placement agency for legal adoption by such individual), or a foster child of an individual (if such child has as the child's principal place of abode the home of the debtor and is a member of the debtor's household) shall be treated as a child of such individual by blood.

(f) Notwithstanding any other provision of this title, property that is held by a debtor that is a corporation described in section 501(c)(3) of the Internal Revenue Code of 1986 and exempt from tax under section 501(a) of such Code may be transferred to an entity that is not such a corporation, but only under the same conditions as would apply if the debtor had not filed a case under this title.

(Pub. L. 95-598, Nov. 6, 1978, 92 Stat. 2594; Pub. L. 98-353, title III, §§363(a), 456, July 10, 1984, 98 Stat. 363, 376; Pub. L. 101-508, title III, §3007(a)(2), Nov. 5, 1990, 104 Stat. 1388-28; Pub. L. 102-486, title XXX, §3017(b), Oct. 24, 1992, 106 Stat. 3130; Pub. L. 103-394, title II, §§208(b), 223, Oct. 22, 1994, 108 Stat. 4124, 4129; Pub. L. 109-8, title II, §225(a), title III, §323, title XII, §§1212, 1221(c), 1230, Apr. 20, 2005, 119 Stat. 65, 97, 194, 196, 201; Pub. L. 111-327, §2(a)(22), Dec. 22, 2010, 124 Stat. 3560; Pub. L. 113-295, div. B, title I, §104(a), Dec. 19, 2014, 128 Stat. 4063; Pub. L. 116-260, div. FF, title X, §1001(a), Dec. 27, 2020, 134 Stat. 3216.)

#### AMENDMENT OF SUBSECTION (b)

*Pub. L. 116-260, div. FF, title X, §1001(a)(2), Dec. 27, 2020, 134 Stat. 3216, provided that, effective on the date that is 1 year after Dec. 27, 2020, subsection (b) of this section is amended:*

*(1) in paragraph (9), in the matter following subparagraph (B), by adding "or" at the end;*

(2) in paragraph (10)(C), by striking “; or” and inserting a period; and  
 (3) by striking paragraph (11).

See 2020 Amendment note below.

#### HISTORICAL AND REVISION NOTES

##### LEGISLATIVE STATEMENTS

Section 541(a)(7) is new. The provision clarifies that any interest in property that the estate acquires after the commencement of the case is property of the estate; for example, if the estate enters into a contract, after the commencement of the case, such a contract would be property of the estate. The addition of this provision by the House amendment merely clarifies that section 541(a) is an all-embracing definition which includes charges on property, such as liens held by the debtor on property of a third party, or beneficial rights and interests that the debtor may have in property of another. However, only the debtor's interest in such property becomes property of the estate. If the debtor holds bare legal title or holds property in trust for another, only those rights which the debtor would have otherwise had emanating from such interest pass to the estate under section 541. Neither this section nor section 545 will affect various statutory provisions that give a creditor a lien that is valid both inside and outside bankruptcy against a bona fide purchaser of property from the debtor, or that creates a trust fund for the benefit of creditors meeting similar criteria. See Packers and Stockyards Act §206, 7 U.S.C. 196 (1976).

Section 541(c)(2) follows the position taken in the House bill and rejects the position taken in the Senate amendment with respect to income limitations on a spend-thrift trust.

Section 541(d) of the House amendment is derived from section 541(e) of the Senate amendment and reiterates the general principle that where the debtor holds bare legal title without any equitable interest, that the estate acquires bare legal title without any equitable interest in the property. The purpose of section 541(d) as applied to the secondary mortgage market is identical to the purpose of section 541(e) of the Senate amendment and section 541(d) will accomplish the same result as would have been accomplished by section 541(e). Even if a mortgage seller retains for purposes of servicing legal title to mortgages or interests in mortgages sold in the secondary mortgage market, the trustee would be required by section 541(d) to turn over the mortgages or interests in mortgages to the purchaser of those mortgages.

The seller of mortgages in the secondary mortgage market will often retain the original mortgage notes and related documents and the seller will not endorse the notes to reflect the sale to the purchaser. Similarly, the purchaser will often not record the purchaser's ownership of the mortgages or interests in mortgages under State recording statutes. These facts are irrelevant and the seller's retention of the mortgage documents and the purchaser's decision not to record do not change the trustee's obligation to turn the mortgages or interests in mortgages over to the purchaser. The application of section 541(d) to secondary mortgage market transactions will not be affected by the terms of the servicing agreement between the mortgage servicer and the purchaser of the mortgages. Under section 541(d), the trustee is required to recognize the purchaser's title to the mortgages or interests in mortgages and to turn this property over to the purchaser. It makes no difference whether the servicer and the purchaser characterize their relationship as one of trust, agency, or independent contractor.

The purpose of section 541(d) as applied to the secondary mortgage market is therefore to make certain that secondary mortgage market sales as they are currently structured are not subject to challenge by bankruptcy trustees and that purchasers of mortgages will be able to obtain the mortgages or interests in mortgages which they have purchased from trustees without

the trustees asserting that a sale of mortgages is a loan from the purchaser to the seller.

Thus, as section 541(a)(1) clearly states, the estate is comprised of all legal or equitable interests of the debtor in property as of the commencement of the case. To the extent such an interest is limited in the hands of the debtor, it is equally limited in the hands of the estate except to the extent that defenses which are personal against the debtor are not effective against the estate.

Property of the estate: The Senate amendment provided that property of the estate does not include amounts held by the debtor as trustee and any taxes withheld or collected from others before the commencement of the case. The House amendment removes these two provisions. As to property held by the debtor as a trustee, the House amendment provides that property of the estate will include whatever interest the debtor held in the property at the commencement of the case. Thus, where the debtor held only legal title to the property and the beneficial interest in that property belongs to another, such as exists in the case of property held in trust, the property of the estate includes the legal title, but not the beneficial interest in the property.

As to withheld taxes, the House amendment deletes the rule in the Senate bill as unnecessary since property of the estate does not include the beneficial interest in property held by the debtor as a trustee. Under the Internal Revenue Code of 1954 (section 7501) [26 U.S.C. 7501], the amounts of withheld taxes are held to be a special fund in trust for the United States. Where the Internal Revenue Service can demonstrate that the amounts of taxes withheld are still in the possession of the debtor at the commencement of the case, then if a trust is created, those amounts are not property of the estate. Compare *In re Shakesteers Coffee Shops*, 546 F.2d 821 (9th Cir. 1976) with *In re Glynn Wholesale Building Materials, Inc.* (S.D. Ga. 1978) and *In re Progress Tech Colleges, Inc.*, 42 Afr 2d 78-5573 (S.D. Ohio 1977).

Where it is not possible for the Internal Revenue Service to demonstrate that the amounts of taxes withheld are still in the possession of the debtor at the commencement of the case, present law generally includes amounts of withheld taxes as property of the estate. See, e.g., *United States v. Randall*, 401 U.S. 513 (1973) [91 S. Ct. 991, 28 L.Ed.2d 273] and *In re Tamasha Town and Country Club*, 483 F.2d 1377 (9th Cir. 1973). Nonetheless, a serious problem exists where “trust fund taxes” withheld from others are held to be property of the estate where the withheld amounts are commingled with other assets of the debtor. The courts should permit the use of reasonable assumptions under which the Internal Revenue Service, and other tax authorities, can demonstrate that amounts of withheld taxes are still in the possession of the debtor at the commencement of the case. For example, where the debtor had commingled that amount of withheld taxes in his general checking account, it might be reasonable to assume that any remaining amounts in that account on the commencement of the case are the withheld taxes. In addition, Congress may consider future amendments to the Internal Revenue Code [title 26] making clear that amounts of withheld taxes are held by the debtor in a trust relationship and, consequently, that such amounts are not property of the estate.

#### SENATE REPORT NO. 95-989

This section defines property of the estate, and specifies what property becomes property of the estate. The commencement of a bankruptcy case creates an estate. Under paragraph (1) of subsection (a), the estate is comprised of all legal or equitable interest of the debtor in property, wherever located, as of the commencement of the case. The scope of this paragraph is broad. It includes all kinds of property, including tangible or intangible property, causes of action (see Bankruptcy Act §70a(6) [section 110(a)(6) of former title 11]), and all other forms of property currently specified in section 70a of the Bankruptcy Act §70a [section 110(a) of former

title 11], as well as property recovered by the trustee under section 542 of proposed title 11, if the property recovered was merely out of the possession of the debtor, yet remained "property of the debtor." The debtor's interest in property also includes "title" to property, which is an interest, just as are a possessory interest, or leasehold interest, for example. The result of *Segal v. Rochelle*, 382 U.S. 375 (1966), is followed, and the right to a refund is property of the estate.

Though this paragraph will include choses in action and claims by the debtor against others, it is not intended to expand the debtor's rights against others more than they exist at the commencement of the case. For example, if the debtor has a claim that is barred at the time of the commencement of the case by the statute of limitations, then the trustee would not be able to pursue that claim, because he too would be barred. He could take no greater rights than the debtor himself had. But see proposed 11 U.S.C. 108, which would permit the trustee a tolling of the statute of limitations if it had not run before the date of the filing of the petition.

Paragraph (1) has the effect of overruling *Lockwood v. Exchange Bank*, 190 U.S. 294 (1903), because it includes as property of the estate all property of the debtor, even that needed for a fresh start. After the property comes into the estate, then the debtor is permitted to exempt it under proposed 11 U.S.C. 522, and the court will have jurisdiction to determine what property may be exempted and what remains as property of the estate. The broad jurisdictional grant in proposed 28 U.S.C. 1334 would have the effect of overruling *Lockwood* independently of the change made by this provision.

Paragraph (1) also has the effect of overruling *Lines v. Frederick*, 400 U.S. 18 (1970).

Situations occasionally arise where property ostensibly belonging to the debtor will actually not be property of the debtor, but will be held in trust for another. For example, if the debtor has incurred medical bills that were covered by insurance, and the insurance company had sent the payment of the bills to the debtor before the debtor had paid the bill for which the payment was reimbursement, the payment would actually be held in a constructive trust for the person to whom the bill was owed. This section and proposed 11 U.S.C. 545 also will not affect various statutory provisions that give a creditor of the debtor a lien that is valid outside as well as inside bankruptcy, or that creates a trust fund for the benefit of a creditor of the debtor. See *Packers and Stockyards Act* § 206, 7 U.S.C. 196.

Bankruptcy Act § 8 [section 26 of former title 11] has been deleted as unnecessary. Once the estate is created, no interests in property of the estate remain in the debtor. Consequently, if the debtor dies during the case, only property exempted from property of the estate or acquired by the debtor after the commencement of the case and not included as property of the estate will be available to the representative of the debtor's probate estate. The bankruptcy proceeding will continue in rem with respect to property of the state, and the discharge will apply in personam to relieve the debtor, and thus his probate representative, of liability for dischargeable debts.

The estate also includes the interests of the debtor and the debtor's spouse in community property, subject to certain limitations; property that the trustee recovers under the avoiding powers; property that the debtor acquires by bequest, devise, inheritance, a property settlement agreement with the debtor's spouse, or as the beneficiary of a life insurance policy within 180 days after the petition; and proceeds, product, offspring, rents, and profits of or from property of the estate, except such as are earning from services performed by an individual debtor after the commencement of the case. Proceeds here is not used in a confining sense, as defined in the Uniform Commercial Code, but is intended to be a broad term to encompass all proceeds of property of the estate. The conversion in form of property of the estate does not change its character as property of the estate.

Subsection (b) excludes from property of the estate any power, such as a power of appointment, that the debtor may exercise solely for the benefit of an entity other than the debtor. This changes present law which excludes powers solely benefiting other persons but not other entities.

Subsection (c) invalidates restrictions on the transfer of property of the debtor, in order that all of the interests of the debtor in property will become property of the estate. The provisions invalidated are those that restrict or condition transfer of the debtor's interest, and those that are conditioned on the insolvency or financial condition of the debtor, on the commencement of a bankruptcy case, or on the appointment of a custodian of the debtor's property. Paragraph (2) of subsection (c), however, preserves restrictions on a transfer of a spendthrift trust that the restriction is enforceable nonbankruptcy law to the extent of the income reasonably necessary for the support of a debtor and his dependents.

Subsection (d) [enacted as (e)], derived from section 70c of the Bankruptcy Act [section 110(c) of former title 11], gives the estate the benefit of all defenses available to the debtor as against an entity other than the estate, including such defenses as statutes of limitations, statutes of frauds, usury, and other personal defenses, and makes waiver by the debtor after the commencement of the case ineffective to bind the estate.

Section 541(e) [enacted as (d)] confirms the current status under the Bankruptcy Act [former title 11] of bona fide secondary mortgage market transactions as the purchase and sale of assets. Mortgages or interests in mortgages sold in the secondary market should not be considered as part of the debtor's estate. To permit the efficient servicing of mortgages or interests in mortgages the seller often retains the original mortgage notes and related documents, and the purchaser records under State recording statutes the purchaser's ownership of the mortgages or interests in mortgages purchased. Section 541(e) makes clear that the seller's retention of the mortgage documents and the purchaser's decision not to record do not impair the asset sale character of secondary mortgage market transactions. The committee notes that in secondary mortgage market transactions the parties may characterize their relationship as one of trust, agency, or independent contractor. The characterization adopted by the parties should not affect the statutes in bankruptcy on bona fide secondary mortgage market purchases and sales.

## Editorial Notes

### REFERENCES IN TEXT

The Higher Education Act of 1965, referred to in subsec. (b)(3), is Pub. L. 89-329, Nov. 8, 1965, 79 Stat. 1219, which is classified generally to chapter 28 (§ 1001 et seq.) of Title 20, Education. Part C of title IV of the Act was formerly classified to part C (§ 2751 et seq.) of subchapter I of chapter 34 of Title 42, The Public Health and Welfare, prior to transfer to part C (§ 1087-51 et seq.) of subchapter IV of chapter 28 of Title 20. For complete classification of this Act to the Code, see Short Title note set out under section 1001 of Title 20 and Tables.

The Internal Revenue Code of 1986, referred to in subsecs. (b)(5) to (7), (10), (11) and (f), is classified generally to Title 26, Internal Revenue Code.

The Employee Retirement Income Security Act of 1974, referred to in subsec. (b)(7)(A)(i)(I), (B)(i)(I), is Pub. L. 93-406, Sept. 2, 1974, 88 Stat. 829, as amended. Title I of the Act is classified generally to subchapter I (§ 1001 et seq.) of chapter 18 of Title 29, Labor. For complete classification of this Act to the Code, see Short Title note set out under section 1001 of Title 29 and Tables.

### AMENDMENTS

2020—Subsec. (b)(11). Pub. L. 116-260, § 1001(a)(2), struck out par. (11) which read as follows: "recovery re-

bates made under section 6428 of the Internal Revenue Code of 1986.”

Pub. L. 116-260, § 1001(a)(1), added par. (11).

2014—Subsec. (b)(10). Pub. L. 113-295 added par. (10).

2010—Subsec. (b)(6)(B). Pub. L. 111-327 substituted “section 529(b)(6)” for “section 529(b)(7)”.

2005—Subsec. (b)(4). Pub. L. 109-8, § 225(a)(1)(A), struck out “or” at end.

Subsec. (b)(4)(B)(ii). Pub. L. 109-8, § 1212, inserted “365 or” before “542”.

Subsec. (b)(5), (6). Pub. L. 109-8, § 225(a)(1)(C), added pars. (5) and (6). Former par. (5) redesignated (9).

Subsec. (b)(7). Pub. L. 109-8, § 323, added par. (7).

Subsec. (b)(8). Pub. L. 109-8, § 1230, added par. (8).

Subsec. (b)(9). Pub. L. 109-8, § 225(a)(1)(B), redesignated par. (5) as (9).

Subsec. (e). Pub. L. 109-8, § 225(a)(2), added subsec. (e).

Subsec. (f). Pub. L. 109-8, § 1221(c), added subsec. (f).

1994—Subsec. (b)(4). Pub. L. 103-394, § 208(b), designated existing provisions of subpar. (A) as cl. (i) of subpar. (A), redesignated subpar. (B) as cl. (ii) of subpar. (A), substituted “the interest referred to in clause (i)” for “such interest”, substituted “; or” for period at end of cl. (ii), and added subpar. (B).

Pub. L. 103-394, § 223(2), which directed the amendment of subsec. (b)(4) by striking out period at end and inserting “; or”, was executed by inserting “or” after semicolon at end of subsec. (b)(4)(B)(ii), as added by Pub. L. 103-394, § 208(b)(3), to reflect the probable intent of Congress.

Subsec. (b)(5). Pub. L. 103-394, § 223, added par. (5).

1992—Subsec. (b). Pub. L. 102-486 added par. (4) and closing provisions.

1990—Subsec. (b)(3). Pub. L. 101-508 added par. (3).

1984—Subsec. (a). Pub. L. 98-353, § 456(a)(1), (2), struck out “under” after “under” and inserted “and by whom-ever held” after “located”.

Subsec. (a)(3). Pub. L. 98-353, § 456(a)(3), inserted “329(b), 363(n)”.

Subsec. (a)(5). Pub. L. 98-353, § 456(a)(4), substituted “Any” for “An”.

Subsec. (a)(6). Pub. L. 98-353, § 456(a)(5), substituted “or profits” for “and profits”.

Subsec. (b). Pub. L. 98-353, § 363(a), amended subsec. (b) generally. Prior to amendment, subsec. (b) read as follows: “Property of the estate does not include any power that the debtor may only exercise solely for the benefit of an entity other than the debtor.”

Subsec. (c)(1). Pub. L. 98-353, § 456(b)(1), inserted “in an agreement, transfer, instrument, or applicable non-bankruptcy law”.

Subsec. (c)(1)(B). Pub. L. 98-353, § 456(b)(2), substituted “taking” for “the taking”, and inserted “before such commencement” after “custodian”.

Subsec. (d). Pub. L. 98-353, § 456(c), inserted “(1) or (2)” after “(a)”.

Subsec. (e). Pub. L. 98-353, § 456(d), struck out subsec. (e) which read as follows: “The estate shall have the benefit of any defense available to the debtor as against an entity other than the estate, including statutes of limitation, statutes of frauds, usury, and other personal defenses. A waiver of any such defense by the debtor after the commencement of the case does not bind the estate.”

#### Statutory Notes and Related Subsidiaries

##### EFFECTIVE DATE OF 2020 AMENDMENT

Pub. L. 116-260, div. FF, title X, § 1001(a)(2), Dec. 27, 2020, 134 Stat. 3216, provided that the amendment made by section 1001(a)(2) is effective on the date that is 1 year after Dec. 27, 2020.

##### EFFECTIVE DATE OF 2014 AMENDMENT

Amendment by Pub. L. 113-295 applicable with respect to cases commenced under this title on or after Dec. 19, 2014, see section 104(d) of Pub. L. 113-295, set out as a note under section 521 of this title.

##### EFFECTIVE DATE OF 2005 AMENDMENT

Amendment by section 1221(c) of Pub. L. 109-8 applicable to cases pending under this title on Apr. 20, 2005,

or filed under this title on or after Apr. 20, 2005, with certain exceptions, see section 1221(d) of Pub. L. 109-8, set out as a note under section 363 of this title.

Amendment by sections 225(a), 323, 1212, and 1230 of Pub. L. 109-8 effective 180 days after Apr. 20, 2005, and not applicable with respect to cases commenced under this title before such effective date, except as otherwise provided, see section 1501 of Pub. L. 109-8, set out as a note under section 101 of this title.

##### EFFECTIVE DATE OF 1994 AMENDMENT

Amendment by Pub. L. 103-394 effective Oct. 22, 1994, and not applicable with respect to cases commenced under this title before Oct. 22, 1994, see section 702 of Pub. L. 103-394, set out as a note under section 101 of this title.

##### EFFECTIVE DATE OF 1992 AMENDMENT

Amendment by Pub. L. 102-486 effective Oct. 24, 1992, but not applicable with respect to cases commenced under this title before Oct. 24, 1992, see section 3017(c) of Pub. L. 102-486, set out as a note under section 101 of this title.

##### EFFECTIVE DATE OF 1984 AMENDMENT

Amendment by Pub. L. 98-353 effective with respect to cases filed 90 days after July 10, 1984, see section 552(a) of Pub. L. 98-353, set out as a note under section 101 of this title.

#### Court Rules and Judicial Documents

##### ADJUSTMENT OF DOLLAR AMOUNTS

The dollar amounts specified in this section were adjusted by notices of the Judicial Conference of the United States pursuant to section 104 of this title as follows:

By notice dated Feb. 5, 2019, 84 F.R. 3488, effective Apr. 1, 2019, in subsec. (b)(5)(C), (6)(C), (10)(C), dollar amount “6,425” was adjusted to “6,825”. See notice of the Judicial Conference of the United States set out as a note under section 104 of this title.

By notice dated Feb. 16, 2016, 81 F.R. 8748, effective Apr. 1, 2016, in subsec. (b)(5)(C), (6)(C), dollar amount “6,225” was adjusted to “6,425”.

By notice dated Feb. 12, 2013, 78 F.R. 12089, effective Apr. 1, 2013, in subsec. (b)(5)(C), (6)(C), dollar amount “5,850” was adjusted to “6,225”.

By notice dated Feb. 19, 2010, 75 F.R. 8747, effective Apr. 1, 2010, in subsec. (b)(5)(C), (6)(C), dollar amount “5,475” was adjusted to “5,850”.

By notice dated Feb. 7, 2007, 72 F.R. 7082, effective Apr. 1, 2007, in subsec. (b)(5)(C), (6)(C), dollar amount “5,000” was adjusted to “5,475”.

#### § 542. Turnover of property to the estate

(a) Except as provided in subsection (c) or (d) of this section, an entity, other than a custodian, in possession, custody, or control, during the case, of property that the trustee may use, sell, or lease under section 363 of this title, or that the debtor may exempt under section 522 of this title, shall deliver to the trustee, and account for, such property or the value of such property, unless such property is of inconsequential value or benefit to the estate.

(b) Except as provided in subsection (c) or (d) of this section, an entity that owes a debt that is property of the estate and that is matured, payable on demand, or payable on order, shall pay such debt to, or on the order of, the trustee, except to the extent that such debt may be offset under section 553 of this title against a claim against the debtor.

(c) Except as provided in section 362(a)(7) of this title, an entity that has neither actual no-

(D) Subparagraphs (A) through (C) shall not apply, and the court may not dismiss or convert a case based on any form of means testing—

(i) if the debtor is a disabled veteran (as defined in section 3741(1) of title 38), and the indebtedness occurred primarily during a period during which he or she was—

(I) on active duty (as defined in section 101(d)(1) of title 10); or

(II) performing a homeland defense activity (as defined in section 901(1) of title 32); or

(ii) with respect to the debtor, while the debtor is—

(I) on, and during the 540-day period beginning immediately after the debtor is released from, a period of active duty (as defined in section 101(d)(1) of title 10) of not less than 90 days; or

(II) performing, and during the 540-day period beginning immediately after the debtor is no longer performing, a homeland defense activity (as defined in section 901(1) of title 32) performed for a period of not less than 90 days;

if after September 11, 2001, the debtor while a member of a reserve component of the Armed Forces or a member of the National Guard, was called to such active duty or performed such homeland defense activity.

(3) In considering under paragraph (1) whether the granting of relief would be an abuse of the provisions of this chapter in a case in which the presumption in paragraph (2)(A)(i) does not arise or is rebutted, the court shall consider—

(A) whether the debtor filed the petition in bad faith; or

(B) the totality of the circumstances (including whether the debtor seeks to reject a personal services contract and the financial need for such rejection as sought by the debtor) of the debtor's financial situation demonstrates abuse.

(4)(A) The court, on its own initiative or on the motion of a party in interest, in accordance with the procedures described in rule 9011 of the Federal Rules of Bankruptcy Procedure, may order the attorney for the debtor to reimburse the trustee for all reasonable costs in prosecuting a motion filed under section 707(b), including reasonable attorneys' fees, if—

(i) a trustee files a motion for dismissal or conversion under this subsection; and

(ii) the court—

(I) grants such motion; and

(II) finds that the action of the attorney for the debtor in filing a case under this chapter violated rule 9011 of the Federal Rules of Bankruptcy Procedure.

(B) If the court finds that the attorney for the debtor violated rule 9011 of the Federal Rules of Bankruptcy Procedure, the court, on its own initiative or on the motion of a party in interest, in accordance with such procedures, may order—

(i) the assessment of an appropriate civil penalty against the attorney for the debtor; and

(ii) the payment of such civil penalty to the trustee, the United States trustee (or the bankruptcy administrator, if any).

(C) The signature of an attorney on a petition, pleading, or written motion shall constitute a certification that the attorney has—

(i) performed a reasonable investigation into the circumstances that gave rise to the petition, pleading, or written motion; and

(ii) determined that the petition, pleading, or written motion—

(I) is well grounded in fact; and

(II) is warranted by existing law or a good faith argument for the extension, modification, or reversal of existing law and does not constitute an abuse under paragraph (1).

(D) The signature of an attorney on the petition shall constitute a certification that the attorney has no knowledge after an inquiry that the information in the schedules filed with such petition is incorrect.

(5)(A) Except as provided in subparagraph (B) and subject to paragraph (6), the court, on its own initiative or on the motion of a party in interest, in accordance with the procedures described in rule 9011 of the Federal Rules of Bankruptcy Procedure, may award a debtor all reasonable costs (including reasonable attorneys' fees) in contesting a motion filed by a party in interest (other than a trustee or United States trustee (or bankruptcy administrator, if any)) under this subsection if—

(i) the court does not grant the motion; and

(ii) the court finds that—

(I) the position of the party that filed the motion violated rule 9011 of the Federal Rules of Bankruptcy Procedure; or

(II) the attorney (if any) who filed the motion did not comply with the requirements of clauses (i) and (ii) of paragraph (4)(C), and the motion was made solely for the purpose of coercing a debtor into waiving a right guaranteed to the debtor under this title.

(B) A small business that has a claim of an aggregate amount less than \$1,000<sup>1</sup> shall not be subject to subparagraph (A)(ii)(I).

(C) For purposes of this paragraph—

(i) the term "small business" means an unincorporated business, partnership, corporation, association, or organization that—

(I) has fewer than 25 full-time employees as determined on the date on which the motion is filed; and

(II) is engaged in commercial or business activity; and

(ii) the number of employees of a wholly owned subsidiary of a corporation includes the employees of—

(I) a parent corporation; and

(II) any other subsidiary corporation of the parent corporation.

(6) Only the judge or United States trustee (or bankruptcy administrator, if any) may file a motion under section 707(b), if the current monthly income of the debtor, or in a joint case, the debtor and the debtor's spouse, as of the date of the order for relief, when multiplied by 12, is equal to or less than—

(A) in the case of a debtor in a household of 1 person, the median family income of the applicable State for 1 earner;

(B) in the case of a debtor in a household of 2, 3, or 4 individuals, the highest median fam-



“(B) any amount by which the percentage fee fixed under paragraph (1)(B) of this subsection for all such cases exceeds—

“(1) such individual’s actual compensation for such cases, as adjusted under subparagraph (A) of this paragraph; plus

“(ii) the actual, necessary expenses incurred by such individual as standing trustee in such cases.”

See section 586(b) and (e) of Title 28, Judiciary and Judicial Procedure.

EFFECTIVE DATE OF 2005 AMENDMENT

Amendment by section 219(c) of Pub. L. 109-8 effective 180 days after Apr. 20, 2005, and not applicable with respect to cases commenced under this title before such effective date, except as otherwise provided, see section 1501 of Pub. L. 109-8, set out as a note under section 101 of this title.

EFFECTIVE DATE

Section effective 30 days after Oct. 27, 1986, and before the amendment by section 227 of Pub. L. 99-554, see section 302(c)(2) of Pub. L. 99-554, set out as an Effective Date of 1986 Amendment note under section 581 of Title 28, Judiciary and Judicial Procedure.

Effective date and applicability of amendment by section 227 of Pub. L. 99-554 dependent upon the judicial district involved, see section 302(d), (e) of Pub. L. 99-554.

REFERENCES IN SUBSECTION (a) TEMPORARILY DEEMED TO BE REFERENCES TO OTHER PROVISIONS

Until the amendments made by subtitle A (§§201 to 231) of title II of Pub. L. 99-554 become effective in a district and apply to a case, in subsec. (a) of this section—

- (1) the first two references to the United States trustee are deemed to be references to the court, and
(2) any reference to section 586(b) of Title 28, Judiciary and Judicial Procedure, is deemed to be a reference to subsec. (c) of this section, see section 302(c)(3)(B), (d), (e) of Pub. L. 99-554, set out as an Effective Date note under section 581 of Title 28.

§ 1203. Rights and powers of debtor

Subject to such limitations as the court may prescribe, a debtor in possession shall have all the rights, other than the right to compensation under section 330, and powers, and shall perform all the functions and duties, except the duties specified in paragraphs (3) and (4) of section 1106(a), of a trustee serving in a case under chapter 11, including operating the debtor’s farm or commercial fishing operation.

(Added and amended Pub. L. 99-554, title II, §255, title III, §302(f), Oct. 27, 1986, 100 Stat. 3107, 3124; Pub. L. 103-65, §1, Aug. 6, 1993, 107 Stat. 311; Pub. L. 105-277, div. C, title I, §149(a), Oct. 21, 1998, 112 Stat. 2681-610; Pub. L. 106-5, §1(1), (2), Mar. 30, 1999, 113 Stat. 9; Pub. L. 106-70, §1, Oct. 9, 1999, 113 Stat. 1031; Pub. L. 107-8, §1, May 11, 2001, 115 Stat. 10; Pub. L. 107-17, §1, June 26, 2001, 115 Stat. 151; Pub. L. 107-170, §1, May 7, 2002, 116 Stat. 133; Pub. L. 107-171, title X, §10814(a), May 13, 2002, 116 Stat. 532; Pub. L. 107-377, §2(a), Dec. 19, 2002, 116 Stat. 3115; Pub. L. 108-73, §2(a), Aug. 15, 2003, 117 Stat. 891; Pub. L. 108-369, §2(a), Oct. 25, 2004, 118 Stat. 1749; Pub. L. 109-8, title X, §§1001(a)(1), (c), 1007(c)(2), Apr. 20, 2005, 119 Stat. 185, 186, 188.)

CODIFICATION

For repeal of section effective Oct. 1, 1998, and subsequent reenactment of section, see note set out preceding section 1201 of this title.

AMENDMENTS

2005—Pub. L. 109-8, §1007(c)(2), inserted “or commercial fishing operation” after “farm”.

EFFECTIVE DATE OF 2005 AMENDMENT

Amendment by section 1007(c)(2) of Pub. L. 109-8 effective 180 days after Apr. 20, 2005, and not applicable with respect to cases commenced under this title before such effective date, except as otherwise provided, see section 1501 of Pub. L. 109-8, set out as a note under section 101 of this title.

§ 1204. Removal of debtor as debtor in possession

(a) On request of a party in interest, and after notice and a hearing, the court shall order that the debtor shall not be a debtor in possession for cause, including fraud, dishonesty, incompetence, or gross mismanagement of the affairs of the debtor, either before or after the commencement of the case.

(b) On request of a party in interest, and after notice and a hearing, the court may reinstate the debtor in possession.

(Added and amended Pub. L. 99-554, title II, §255, title III, §302(f), Oct. 27, 1986, 100 Stat. 3107, 3124; Pub. L. 103-65, §1, Aug. 6, 1993, 107 Stat. 311; Pub. L. 105-277, div. C, title I, §149(a), Oct. 21, 1998, 112 Stat. 2681-610; Pub. L. 106-5, §1(1), (2), Mar. 30, 1999, 113 Stat. 9; Pub. L. 106-70, §1, Oct. 9, 1999, 113 Stat. 1031; Pub. L. 107-8, §1, May 11, 2001, 115 Stat. 10; Pub. L. 107-17, §1, June 26, 2001, 115 Stat. 151; Pub. L. 107-170, §1, May 7, 2002, 116 Stat. 133; Pub. L. 107-171, title X, §10814(a), May 13, 2002, 116 Stat. 532; Pub. L. 107-377, §2(a), Dec. 19, 2002, 116 Stat. 3115; Pub. L. 108-73, §2(a), Aug. 15, 2003, 117 Stat. 891; Pub. L. 108-369, §2(a), Oct. 25, 2004, 118 Stat. 1749; Pub. L. 109-8, title X, §1001(a)(1), (c), Apr. 20, 2005, 119 Stat. 185, 186.)

CODIFICATION

For repeal of section effective Oct. 1, 1998, and subsequent reenactment of section, see note set out preceding section 1201 of this title.

§ 1205. Adequate protection

(a) Section 361 does not apply in a case under this chapter.

(b) In a case under this chapter, when adequate protection is required under section 362, 363, or 364 of this title of an interest of an entity in property, such adequate protection may be provided by—

(1) requiring the trustee to make a cash payment or periodic cash payments to such entity, to the extent that the stay under section 362 of this title, use, sale, or lease under section 363 of this title, or any grant of a lien under section 364 of this title results in a decrease in the value of property securing a claim or of an entity’s ownership interest in property;

(2) providing to such entity an additional or replacement lien to the extent that such stay, use, sale, lease, or grant results in a decrease in the value of property securing a claim or of an entity’s ownership interest in property;

(3) paying to such entity for the use of farmland the reasonable rent customary in the community where the property is located, based upon the rental value, net income, and earning capacity of the property; or



(4) granting such other relief, other than entitling such entity to compensation allowable under section 503(b)(1) of this title as an administrative expense, as will adequately protect the value of property securing a claim or of such entity's ownership interest in property.

(Added and amended Pub. L. 99-554, title II, § 255, title III, § 302(f), Oct. 27, 1986, 100 Stat. 3107, 3124; Pub. L. 103-65, § 1, Aug. 6, 1993, 107 Stat. 311; Pub. L. 105-277, div. C, title I, § 149(a), Oct. 21, 1998, 112 Stat. 2681-610; Pub. L. 106-5, § 1(1), (2), Mar. 30, 1999, 113 Stat. 9; Pub. L. 106-70, § 1, Oct. 9, 1999, 113 Stat. 1031; Pub. L. 107-8, § 1, May 11, 2001, 115 Stat. 10; Pub. L. 107-17, § 1, June 26, 2001, 115 Stat. 151; Pub. L. 107-170, § 1, May 7, 2002, 116 Stat. 133; Pub. L. 107-171, title X, § 10814(a), May 13, 2002, 116 Stat. 532; Pub. L. 107-377, § 2(a), Dec. 19, 2002, 116 Stat. 3115; Pub. L. 108-73, § 2(a), Aug. 15, 2003, 117 Stat. 891; Pub. L. 108-369, § 2(a), Oct. 25, 2004, 118 Stat. 1749; Pub. L. 109-8, title X, § 1001(a)(1), (c), Apr. 20, 2005, 119 Stat. 185, 186.)

#### CODIFICATION

For repeal of section effective Oct. 1, 1998, and subsequent reenactment of section, see note set out preceding section 1201 of this title.

#### § 1206. Sales free of interests

After notice and a hearing, in addition to the authorization contained in section 363(f), the trustee in a case under this chapter may sell property under section 363(b) and (c) free and clear of any interest in such property of an entity other than the estate if the property is farmland, farm equipment, or property used to carry out a commercial fishing operation (including a commercial fishing vessel), except that the proceeds of such sale shall be subject to such interest.

(Added and amended Pub. L. 99-554, title II, § 255, title III, § 302(f), Oct. 27, 1986, 100 Stat. 3108, 3124; Pub. L. 103-65, § 1, Aug. 6, 1993, 107 Stat. 311; Pub. L. 105-277, div. C, title I, § 149(a), Oct. 21, 1998, 112 Stat. 2681-610; Pub. L. 106-5, § 1(1), (2), Mar. 30, 1999, 113 Stat. 9; Pub. L. 106-70, § 1, Oct. 9, 1999, 113 Stat. 1031; Pub. L. 107-8, § 1, May 11, 2001, 115 Stat. 10; Pub. L. 107-17, § 1, June 26, 2001, 115 Stat. 151; Pub. L. 107-170, § 1, May 7, 2002, 116 Stat. 133; Pub. L. 107-171, title X, § 10814(a), May 13, 2002, 116 Stat. 532; Pub. L. 107-377, § 2(a), Dec. 19, 2002, 116 Stat. 3115; Pub. L. 108-73, § 2(a), Aug. 15, 2003, 117 Stat. 891; Pub. L. 108-369, § 2(a), Oct. 25, 2004, 118 Stat. 1749; Pub. L. 109-8, title X, §§ 1001(a)(1), (c), 1007(c)(3), Apr. 20, 2005, 119 Stat. 185, 186, 188.)

#### CODIFICATION

For repeal of section effective Oct. 1, 1998, and subsequent reenactment of section, see note set out preceding section 1201 of this title.

#### AMENDMENTS

2005—Pub. L. 109-8, § 1007(c)(3), substituted “if the property is farmland, farm equipment, or property used to carry out a commercial fishing operation (including a commercial fishing vessel)” for “if the property is farmland or farm equipment”.

#### EFFECTIVE DATE OF 2005 AMENDMENT

Amendment by section 1007(c)(3) of Pub. L. 109-8 effective 180 days after Apr. 20, 2005, and not applicable

with respect to cases commenced under this title before such effective date, except as otherwise provided, see section 1501 of Pub. L. 109-8, set out as a note under section 101 of this title.

#### § 1207. Property of the estate

(a) Property of the estate includes, in addition to the property specified in section 541 of this title—

(1) all property of the kind specified in such section that the debtor acquires after the commencement of the case but before the case is closed, dismissed, or converted to a case under chapter 7 of this title, whichever occurs first; and

(2) earnings from services performed by the debtor after the commencement of the case but before the case is closed, dismissed, or converted to a case under chapter 7 of this title, whichever occurs first.

(b) Except as provided in section 1204, a confirmed plan, or an order confirming a plan, the debtor shall remain in possession of all property of the estate.

(Added and amended Pub. L. 99-554, title II, § 255, title III, § 302(f), Oct. 27, 1986, 100 Stat. 3108, 3124; Pub. L. 103-65, § 1, Aug. 6, 1993, 107 Stat. 311; Pub. L. 105-277, div. C, title I, § 149(a), Oct. 21, 1998, 112 Stat. 2681-610; Pub. L. 106-5, § 1(1), (2), Mar. 30, 1999, 113 Stat. 9; Pub. L. 106-70, § 1, Oct. 9, 1999, 113 Stat. 1031; Pub. L. 107-8, § 1, May 11, 2001, 115 Stat. 10; Pub. L. 107-17, § 1, June 26, 2001, 115 Stat. 151; Pub. L. 107-170, § 1, May 7, 2002, 116 Stat. 133; Pub. L. 107-171, title X, § 10814(a), May 13, 2002, 116 Stat. 532; Pub. L. 107-377, § 2(a), Dec. 19, 2002, 116 Stat. 3115; Pub. L. 108-73, § 2(a), Aug. 15, 2003, 117 Stat. 891; Pub. L. 108-369, § 2(a), Oct. 25, 2004, 118 Stat. 1749; Pub. L. 109-8, title X, § 1001(a)(1), (c), Apr. 20, 2005, 119 Stat. 185, 186.)

#### CODIFICATION

For repeal of section effective Oct. 1, 1998, and subsequent reenactment of section, see note set out preceding section 1201 of this title.

#### § 1208. Conversion or dismissal

(a) The debtor may convert a case under this chapter to a case under chapter 7 of this title at any time. Any waiver of the right to convert under this subsection is unenforceable.

(b) On request of the debtor at any time, if the case has not been converted under section 706 or 1112 of this title, the court shall dismiss a case under this chapter. Any waiver of the right to dismiss under this subsection is unenforceable.

(c) On request of a party in interest, and after notice and a hearing, the court may dismiss a case under this chapter for cause, including—

(1) unreasonable delay, or gross mismanagement, by the debtor that is prejudicial to creditors;

(2) nonpayment of any fees and charges required under chapter 123 of title 28;

(3) failure to file a plan timely under section 1221 of this title;

(4) failure to commence making timely payments required by a confirmed plan;

(5) denial of confirmation of a plan under section 1225 of this title and denial of a request made for additional time for filing another plan or a modification of a plan;





tion of “debtor” as a debtor concerning whom a petition has been filed under title 11 for definition of “bankrupt” as a debtor by or against whom a petition has been filed under title 11, and struck out definition of “bankruptcy” as including any proceeding, arrangement, or plan pursuant to title 11.

#### EFFECTIVE DATE OF 1978 AMENDMENT

Amendment by Pub. L. 95-598 effective Oct. 1, 1979, see section 402(a) of Pub. L. 95-598, set out as an Effective Date note preceding section 101 of Title 11, Bankruptcy.

#### SAVINGS PROVISION

Amendment by section 314 of Pub. L. 95-598 not to affect the application of chapter 9 (§151 et seq.), chapter 96 (§1961 et seq.), or section 2516, 3057, or 3284 of this title to any act of any person (1) committed before Oct. 1, 1979, or (2) committed after Oct. 1, 1979, in connection with a case commenced before such date, see section 403(d) of Pub. L. 95-598, set out as a note preceding section 101 of Title 11, Bankruptcy.

### § 152. Concealment of assets; false oaths and claims; bribery

#### A person who—

(1) knowingly and fraudulently conceals from a custodian, trustee, marshal, or other officer of the court charged with the control or custody of property, or, in connection with a case under title 11, from creditors or the United States Trustee, any property belonging to the estate of a debtor;

(2) knowingly and fraudulently makes a false oath or account in or in relation to any case under title 11;

(3) knowingly and fraudulently makes a false declaration, certificate, verification, or statement under penalty of perjury as permitted under section 1746 of title 28, in or in relation to any case under title 11;

(4) knowingly and fraudulently presents any false claim for proof against the estate of a debtor, or uses any such claim in any case under title 11, in a personal capacity or as or through an agent, proxy, or attorney;

(5) knowingly and fraudulently receives any material amount of property from a debtor after the filing of a case under title 11, with intent to defeat the provisions of title 11;

(6) knowingly and fraudulently gives, offers, receives, or attempts to obtain any money or property, remuneration, compensation, reward, advantage, or promise thereof for acting or forbearing to act in any case under title 11;

(7) in a personal capacity or as an agent or officer of any person or corporation, in contemplation of a case under title 11 by or against the person or any other person or corporation, or with intent to defeat the provisions of title 11, knowingly and fraudulently transfers or conceals any of his property or the property of such other person or corporation;

(8) after the filing of a case under title 11 or in contemplation thereof, knowingly and fraudulently conceals, destroys, mutilates, falsifies, or makes a false entry in any recorded information (including books, documents, records, and papers) relating to the property or financial affairs of a debtor; or

(9) after the filing of a case under title 11, knowingly and fraudulently withholds from a

custodian, trustee, marshal, or other officer of the court or a United States Trustee entitled to its possession, any recorded information (including books, documents, records, and papers) relating to the property or financial affairs of a debtor,

shall be fined under this title, imprisoned not more than 5 years, or both.

(June 25, 1948, ch. 645, 62 Stat. 689; Pub. L. 86-519, §2, June 12, 1960, 74 Stat. 217; Pub. L. 86-701, Sept. 2, 1960, 74 Stat. 753; Pub. L. 94-550, §4, Oct. 18, 1976, 90 Stat. 2535; Pub. L. 95-598, title III, §314(a), (c), Nov. 6, 1978, 92 Stat. 2676, 2677; Pub. L. 100-690, title VII, §7017, Nov. 18, 1988, 102 Stat. 4395; Pub. L. 103-322, title XXXIII, §330016(1)(K), Sept. 13, 1994, 108 Stat. 2147; Pub. L. 103-394, title III, §312(a)(1)(A), Oct. 22, 1994, 108 Stat. 4138; Pub. L. 104-294, title VI, §601(a)(1), Oct. 11, 1996, 110 Stat. 3497.)

#### HISTORICAL AND REVISION NOTES

Based on section 52(b) of title 11, U.S.C., 1940 ed., Bankruptcy (July 1, 1898, ch. 541, §29b, 30 Stat. 554; May 27, 1926, ch. 406, §11 (part), 44 Stat. 665; June 22, 1938, ch. 575, §1 (part), 52 Stat. 855).

Section was broadened to apply to one who gives or offers a bribe.

Minor changes were made in phraseology.

#### AMENDMENTS

1996—Pub. L. 104-294 substituted “fined under this title” for “fined not more than \$5,000” in closing provisions.

1994—Pub. L. 103-394 amended section generally, designating undesignated pars. as opening provisions, pars. (1) to (9), and closing provisions, and in pars. (1) and (9) inserting reference to United States Trustee.

Pub. L. 103-322 substituted “fined under this title” for “fined not more than \$5,000” in last par.

1988—Pub. L. 100-690 substituted “penalty of perjury” for “penalty or perjury” in third par.

1978—Pub. L. 95-598 substituted, wherever appearing, “debtor” for “bankrupt”, “case under title 11” for “bankruptcy proceeding”, and “provisions of title 11” for “bankruptcy law”; and substituted “a custodian” for “the receiver, custodian”, wherever appearing, and “recorded information, including books, documents, records, and papers, relating to the property or financial affairs” for “document affecting or relating to the property or affairs”, in two places.

1976—Pub. L. 94-550 inserted paragraph covering the knowing and fraudulent making of a false declaration, certificate, verification, or statement under penalty of perjury as permitted under section 1746 of title 28 or in relation to any bankruptcy proceeding.

1960—Pub. L. 86-701 included fraudulent transfers and concealment of property by persons in their individual capacity in sixth par.

Pub. L. 86-519 struck out “under oath” after “knowingly and fraudulently presents” in third par.

#### EFFECTIVE DATE OF 1994 AMENDMENT

Amendment by Pub. L. 103-394 effective Oct. 22, 1994, and not applicable with respect to cases commenced under Title 11, Bankruptcy, before Oct. 22, 1994, see section 702 of Pub. L. 103-394, set out as a note under section 101 of Title 11.

#### EFFECTIVE DATE OF 1978 AMENDMENT

Amendment by Pub. L. 95-598 effective Oct. 1, 1979, see section 402(a) of Pub. L. 95-598, set out as an Effective Date note preceding section 101 of Title 11, Bankruptcy.

#### SAVINGS PROVISION

Amendment by section 314 of Pub. L. 95-598 not to affect the application of chapter 9 (§151 et seq.), chapter

96 (§1961 et seq.), or section 2516, 3057, or 3284 of this title to any act of any person (1) committed before Oct. 1, 1979, or (2) committed after Oct. 1, 1979, in connection with a case commenced before such date, see section 403(d) of Pub. L. 95-598, set out as a note preceding section 101 of Title 11, Bankruptcy.

#### § 153. Embezzlement against estate

(a) OFFENSE.—A person described in subsection (b) who knowingly and fraudulently appropriates to the person's own use, embezzles, spends, or transfers any property or secretes or destroys any document belonging to the estate of a debtor shall be fined under this title, imprisoned not more than 5 years, or both.

(b) PERSON TO WHOM SECTION APPLIES.—A person described in this subsection is one who has access to property or documents belonging to an estate by virtue of the person's participation in the administration of the estate as a trustee, custodian, marshal, attorney, or other officer of the court or as an agent, employee, or other person engaged by such an officer to perform a service with respect to the estate.

(June 25, 1948, ch. 645, 62 Stat. 690; Pub. L. 95-598, title III, §314(a)(1), (d)(1), (2), Nov. 6, 1978, 92 Stat. 2676, 2677; Pub. L. 103-322, title XXXIII, §330016(1)(K), Sept. 13, 1994, 108 Stat. 2147; Pub. L. 103-394, title III, §312(a)(1)(A), Oct. 22, 1994, 108 Stat. 4139; Pub. L. 104-294, title VI, §601(a)(1), Oct. 11, 1996, 110 Stat. 3497.)

#### HISTORICAL AND REVISION NOTES

Based on section 52(a) of title 11, U.S.C., 1940 ed., Bankruptcy (July 1, 1898, ch. 541, §29a, 30 Stat. 554; May 27, 1926, ch. 406, §11 (part), 44 Stat. 665; June 22, 1938, ch. 575, §1 (part), 52 Stat. 855).

Minor changes were made in phraseology.

#### AMENDMENTS

1996—Subsec. (a). Pub. L. 104-294 substituted “fined under this title” for “fined not more than \$5,000”.

1994—Pub. L. 103-394 amended section generally. Prior to amendment, section read as follows: “Whoever knowingly and fraudulently appropriates to his own use, embezzles, spends, or transfers any property or secretes or destroys any document belonging to the estate of a debtor which came into his charge as trustee, custodian, marshal, or other officer of the court, shall be fined under this title or imprisoned not more than five years, or both.”

Pub. L. 103-322 substituted “fined under this title” for “fined not more than \$5,000”.

1978—Pub. L. 95-598 struck out “, receiver” after “trustee” in section catchline and in text struck out “receiver,” before “custodian” and substituted “debtor” for “bankrupt”.

#### EFFECTIVE DATE OF 1994 AMENDMENT

Amendment by Pub. L. 103-394 effective Oct. 22, 1994, and not applicable with respect to cases commenced under Title 11, Bankruptcy, before Oct. 22, 1994, see section 702 of Pub. L. 103-394, set out as a note under section 101 of Title 11.

#### EFFECTIVE DATE OF 1978 AMENDMENT

Amendment by Pub. L. 95-598 effective Oct. 1, 1979, see section 402(a) of Pub. L. 95-598, set out as an Effective Date note preceding section 101 of Title 11, Bankruptcy.

#### SAVINGS PROVISION

Amendment by section 314 of Pub. L. 95-598 not to affect the application of chapter 9 (§151 et seq.), chapter 96 (§1961 et seq.), or section 2516, 3057, or 3284 of this

title to any act of any person (1) committed before Oct. 1, 1979, or (2) committed after Oct. 1, 1979, in connection with a case commenced before such date, see section 403(d) of Pub. L. 95-598, set out as a note preceding section 101 of Title 11, Bankruptcy.

#### § 154. Adverse interest and conduct of officers

A person who, being a custodian, trustee, marshal, or other officer of the court—

(1) knowingly purchases, directly or indirectly, any property of the estate of which the person is such an officer in a case under title 11;

(2) knowingly refuses to permit a reasonable opportunity for the inspection by parties in interest of the documents and accounts relating to the affairs of estates in the person's charge by parties when directed by the court to do so; or

(3) knowingly refuses to permit a reasonable opportunity for the inspection by the United States Trustee of the documents and accounts relating to the affairs of an estate in the person's charge,

shall be fined under this title and shall forfeit the person's office, which shall thereupon become vacant.

(June 25, 1948, ch. 645, 62 Stat. 690; Pub. L. 95-598, title III, §314(a)(2), (e)(1), (2), Nov. 6, 1978, 92 Stat. 2676, 2677; Pub. L. 103-322, title XXXIII, §330016(1)(G), Sept. 13, 1994, 108 Stat. 2147; Pub. L. 103-394, title III, §312(a)(1)(A), Oct. 22, 1994, 108 Stat. 4139; Pub. L. 104-294, title VI, §601(a)(1), Oct. 11, 1996, 110 Stat. 3497.)

#### HISTORICAL AND REVISION NOTES

Based on section 52(c) of title 11, U.S.C., 1940 ed., Bankruptcy (July 1, 1898, ch. 541, §29c, 30 Stat. 554; June 22, 1938, ch. 575, §1 (part), 52 Stat. 856).

Minor changes were made in phraseology.

#### AMENDMENTS

1996—Pub. L. 104-294 substituted “fined under this title” for “fined not more than \$5,000” in closing provisions.

1994—Pub. L. 103-394 amended section generally. Prior to amendment, section read as follows:

“Whoever, being a custodian, trustee, marshal, or other officer of the court, knowingly purchases, directly or indirectly, any property of the estate of which he is such officer in a case under title 11; or

“Whoever being such officer, knowingly refuses to permit a reasonable opportunity for the inspection of the documents and accounts relating to the affairs of estates in his charge by parties in interest when directed by the court to do so—

“Shall be fined under this title, and shall forfeit his office, which shall thereupon become vacant.”

Pub. L. 103-322 substituted “fined under this title” for “fined not more than \$500” in third par.

1978—Pub. L. 95-598 struck out “referees and other” before “officers” in section catchline, and in text struck out “Whoever knowingly acts as a referee in a case in which he is directly or indirectly interested; or” before “Whoever, being a” and “referee, receiver,” before “custodian” and substituted “case under title 11” for “bankruptcy proceeding”.

#### EFFECTIVE DATE OF 1994 AMENDMENT

Amendment by Pub. L. 103-394 effective Oct. 22, 1994, and not applicable with respect to cases commenced under Title 11, Bankruptcy, before Oct. 22, 1994, see section 702 of Pub. L. 103-394, set out as a note under section 101 of Title 11.



## EFFECTIVE DATE OF 1978 AMENDMENT

Amendment by Pub. L. 95-598 effective Oct. 1, 1979, see section 402(a) of Pub. L. 95-598, set out as an Effective Date note preceding section 101 of Title 11, Bankruptcy.

## SAVINGS PROVISION

Amendment by section 314 of Pub. L. 95-598 not to affect the application of chapter 9 (§151 et seq.), chapter 96 (§1961 et seq.), or section 2516, 3057, or 3284 of this title to any act of any person (1) committed before Oct. 1, 1979, or (2) committed after Oct. 1, 1979, in connection with a case commenced before such date, see section 403(d) of Pub. L. 95-598, set out as a note preceding section 101 of Title 11, Bankruptcy.

**§ 155. Fee agreements in cases under title 11 and receiverships**

Whoever, being a party in interest, whether as a debtor, creditor, receiver, trustee or representative of any of them, or attorney for any such party in interest, in any receivership or case under title 11 in any United States court or under its supervision, knowingly and fraudulently enters into any agreement, express or implied, with another such party in interest or attorney for another such party in interest, for the purpose of fixing the fees or other compensation to be paid to any party in interest or to any attorney for any party in interest for services rendered in connection therewith, from the assets of the estate, shall be fined under this title or imprisoned not more than one year, or both.

(June 25, 1948, ch. 645, 62 Stat. 690; May 24, 1949, ch. 139, § 4, 63 Stat. 90; Pub. L. 95-598, title III, §314(f)(1), (2), Nov. 6, 1978, 92 Stat. 2677; Pub. L. 103-322, title XXXIII, §330016(1)(K), Sept. 13, 1994, 108 Stat. 2147.)

## HISTORICAL AND REVISION NOTES

## 1948 ACT

Based on section 572a of title 28, U.S.C., 1940 ed., Judicial Code and Judiciary (Aug. 25, 1937, ch. 777, 50 Stat. 810.)

Words "upon conviction" were deleted as surplusage since punishment can be imposed only after a conviction.

A fine of "\$5,000" was substituted for "\$10,000" and "one year" for "five years", to reduce the offense to the grade of a misdemeanor and the punishment to an amount and term proportionate to the gravity of the offense.

Minor changes were made in phraseology.

## 1949 ACT

This amendment [see section 4] clarifies section 155 of title 18, U.S.C., by restating the first paragraph thereof in closer conformity with the original law, as it existed at the time of the enactment of the revision of title 18.

## AMENDMENTS

1994—Pub. L. 103-322 substituted "fined under this title" for "fined not more than \$5,000".

1978—Pub. L. 95-598 substituted "cases under title 11 and receiverships" for "bankruptcy proceedings" in section catchline and in text "or case under title 11" for "bankruptcy or reorganization proceeding", inserted "knowingly and fraudulently" after "supervision," and struck out penalty provision for a judge of a United States court to knowingly approve the payment of any fees or compensation that were fixed.

1949—Act May 24, 1949, inserted references to attorneys for any party in interest in three places, and substituted "in any United States court or under its super-

vision" for "in or under the supervision of any court of the United States".

## EFFECTIVE DATE OF 1978 AMENDMENT

Amendment by Pub. L. 95-598 effective Oct. 1, 1979, see section 402(a) of Pub. L. 95-598, set out as an Effective Date note preceding section 101 of Title 11, Bankruptcy.

## SAVINGS PROVISION

Amendment by section 314 of Pub. L. 95-598 not to affect the application of chapter 9 (§151 et seq.), chapter 96 (§1961 et seq.), or section 2516, 3057, or 3284 of this title to any act of any person (1) committed before Oct. 1, 1979, or (2) committed after Oct. 1, 1979, in connection with a case commenced before such date, see section 403(d) of Pub. L. 95-598, set out as a note preceding section 101 of Title 11, Bankruptcy.

**§ 156. Knowing disregard of bankruptcy law or rule**

(a) DEFINITIONS.—In this section—

(1) the term "bankruptcy petition preparer" means a person, other than the debtor's attorney or an employee of such an attorney, who prepares for compensation a document for filing; and

(2) the term "document for filing" means a petition or any other document prepared for filing by a debtor in a United States bankruptcy court or a United States district court in connection with a case under title 11.

(b) OFFENSE.—If a bankruptcy case or related proceeding is dismissed because of a knowing attempt by a bankruptcy petition preparer in any manner to disregard the requirements of title 11, United States Code, or the Federal Rules of Bankruptcy Procedure, the bankruptcy petition preparer shall be fined under this title, imprisoned not more than 1 year, or both.

(Added Pub. L. 103-394, title III, §312(a)(1)(B), Oct. 22, 1994, 108 Stat. 4140; amended Pub. L. 109-8, title XII, §1220, Apr. 20, 2005, 119 Stat. 195.)

## REFERENCES IN TEXT

The Federal Rules of Bankruptcy Procedure, referred to in subsec. (b), are set out in the Appendix to Title 11, Bankruptcy.

## AMENDMENTS

2005—Subsec. (a). Pub. L. 109-8, in first par., inserted "(1) the term" before "bankruptcy petition preparer" and substituted "; and" for period at end and, in second par., inserted "(2) the term" before "document for filing" and substituted "title 11" for "this title".

## EFFECTIVE DATE OF 2005 AMENDMENT

Amendment by Pub. L. 109-8 effective 180 days after Apr. 20, 2005, and not applicable with respect to cases commenced under Title 11, Bankruptcy, before such effective date, except as otherwise provided, see section 1501 of Pub. L. 109-8, set out as a note under section 101 of Title 11.

## EFFECTIVE DATE

Section effective Oct. 22, 1994, and not applicable with respect to cases commenced under Title 11, Bankruptcy, before Oct. 22, 1994, see section 702 of Pub. L. 103-394, set out as an Effective Date of 1994 Amendment note under section 101 of Title 11.

**§ 157. Bankruptcy fraud**

A person who, having devised or intending to devise a scheme or artifice to defraud and for

the purpose of executing or concealing such a scheme or artifice or attempting to do so—

(1) files a petition under title 11, including a fraudulent involuntary petition under section 303 of such title;

(2) files a document in a proceeding under title 11; or

(3) makes a false or fraudulent representation, claim, or promise concerning or in relation to a proceeding under title 11, at any time before or after the filing of the petition, or in relation to a proceeding falsely asserted to be pending under such title,

shall be fined under this title, imprisoned not more than 5 years, or both.

(Added Pub. L. 103-394, title III, §312(a)(1)(B), Oct. 22, 1994, 108 Stat. 4140; amended Pub. L. 109-8, title III, §332(c), Apr. 20, 2005, 119 Stat. 103; Pub. L. 111-327, §2(b), Dec. 22, 2010, 124 Stat. 3562.)

#### AMENDMENTS

2010—Par. (1). Pub. L. 111-327, §2(b)(1), struck out “bankruptcy” after “involuntary”.

Pars. (2), (3). Pub. L. 111-327, §2(b)(2), struck out “, including a fraudulent involuntary bankruptcy petition under section 303 of such title” after “title 11”.

2005—Pars. (1) to (3). Pub. L. 109-8, which directed insertion of “, including a fraudulent involuntary bankruptcy petition under section 303 of such title” after “title 11”, was executed by making the insertion after “title 11” wherever appearing, to reflect the probable intent of Congress.

#### EFFECTIVE DATE OF 2005 AMENDMENT

Amendment by Pub. L. 109-8 effective 180 days after Apr. 20, 2005, and not applicable with respect to cases commenced under Title 11, Bankruptcy, before such effective date, except as otherwise provided, see section 1501 of Pub. L. 109-8, set out as a note under section 101 of Title 11.

#### EFFECTIVE DATE

Section effective Oct. 22, 1994, and not applicable with respect to cases commenced under Title 11, Bankruptcy, before Oct. 22, 1994, see section 702 of Pub. L. 103-394, set out as an Effective Date of 1994 Amendment note under section 101 of Title 11.

### § 158. Designation of United States attorneys and agents of the Federal Bureau of Investigation to address abusive reaffirmations of debt and materially fraudulent statements in bankruptcy schedules

(a) **IN GENERAL.**—The Attorney General of the United States shall designate the individuals described in subsection (b) to have primary responsibility in carrying out enforcement activities in addressing violations of section 152 or 157 relating to abusive reaffirmations of debt. In addition to addressing the violations referred to in the preceding sentence, the individuals described under subsection (b) shall address violations of section 152 or 157 relating to materially fraudulent statements in bankruptcy schedules that are intentionally false or intentionally misleading.

(b) **UNITED STATES ATTORNEYS AND AGENTS OF THE FEDERAL BUREAU OF INVESTIGATION.**—The individuals referred to in subsection (a) are—

(1) the United States attorney for each judicial district of the United States; and

(2) an agent of the Federal Bureau of Investigation for each field office of the Federal Bureau of Investigation.

(c) **BANKRUPTCY INVESTIGATIONS.**—Each United States attorney designated under this section shall, in addition to any other responsibilities, have primary responsibility for carrying out the duties of a United States attorney under section 3057.

(d) **BANKRUPTCY PROCEDURES.**—The bankruptcy courts shall establish procedures for referring any case that may contain a materially fraudulent statement in a bankruptcy schedule to the individuals designated under this section.

(Added Pub. L. 109-8, title II, §203(b)(1), Apr. 20, 2005, 119 Stat. 49.)

#### EFFECTIVE DATE

Section effective 180 days after Apr. 20, 2005, and not applicable with respect to cases commenced under Title 11, Bankruptcy, before such effective date, except as otherwise provided, see section 1501 of Pub. L. 109-8, set out as an Effective Date of 2005 Amendment note under section 101 of Title 11.

### CHAPTER 10—BIOLOGICAL WEAPONS

Sec. 175.	Prohibitions with respect to biological weapons.
175a.	Requests for military assistance to enforce prohibition in certain emergencies.
175b.	Select agents; certain other agents. <sup>1</sup>
175c.	Variola virus.
176.	Seizure, forfeiture, and destruction.
177.	Injunctions.
178.	Definitions.

#### AMENDMENTS

2004—Pub. L. 108-458, title VI, §6911(b), Dec. 17, 2004, 118 Stat. 3775, added item 175c.

2002—Pub. L. 107-188, title II, §231(b)(2), June 12, 2002, 116 Stat. 661, substituted “Select agents; certain other agents” for “Possession by restricted persons” in item 175b.

2001—Pub. L. 107-56, title VIII, §817(3), Oct. 26, 2001, 115 Stat. 386, added item 175b.

1996—Pub. L. 104-201, div. A, title XIV, §1416(c)(1)(B), Sept. 23, 1996, 110 Stat. 2723, added item 175a.

### § 175. Prohibitions with respect to biological weapons

(a) **IN GENERAL.**—Whoever knowingly develops, produces, stockpiles, transfers, acquires, retains, or possesses any biological agent, toxin, or delivery system for use as a weapon, or knowingly assists a foreign state or any organization to do so, or attempts, threatens, or conspires to do the same, shall be fined under this title or imprisoned for life or any term of years, or both. There is extraterritorial Federal jurisdiction over an offense under this section committed by or against a national of the United States.

(b) **ADDITIONAL OFFENSE.**—Whoever knowingly possesses any biological agent, toxin, or delivery system of a type or in a quantity that, under the circumstances, is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose, shall be fined under this title, imprisoned not more than 10 years, or both. In this subsection, the terms “biological

<sup>1</sup> So in original. Does not conform to section catchline.



acted in 1861 there were no possessions, and hence the use of the words "State or Territory" was sufficient to describe the area then subject to the jurisdiction of the United States. The word "District" was inserted by the codifiers of the 1909 Criminal Code.

#### AMENDMENTS

2002—Pub. L. 107-273 substituted "under this title" for "not more than \$5,000".

#### § 373. Solicitation to commit a crime of violence

(a) Whoever, with intent that another person engage in conduct constituting a felony that has as an element the use, attempted use, or threatened use of physical force against property or against the person of another in violation of the laws of the United States, and under circumstances strongly corroborative of that intent, solicits, commands, induces, or otherwise endeavors to persuade such other person to engage in such conduct, shall be imprisoned not more than one-half the maximum term of imprisonment or (notwithstanding section 3571) fined not more than one-half of the maximum fine prescribed for the punishment of the crime solicited, or both; or if the crime solicited is punishable by life imprisonment or death, shall be imprisoned for not more than twenty years.

(b) It is an affirmative defense to a prosecution under this section that, under circumstances manifesting a voluntary and complete renunciation of his criminal intent, the defendant prevented the commission of the crime solicited. A renunciation is not "voluntary and complete" if it is motivated in whole or in part by a decision to postpone the commission of the crime until another time or to substitute another victim or another but similar objective. If the defendant raises the affirmative defense at trial, the defendant has the burden of proving the defense by a preponderance of the evidence.

(c) It is not a defense to a prosecution under this section that the person solicited could not be convicted of the crime because he lacked the state of mind required for its commission, because he was incompetent or irresponsible, or because he is immune from prosecution or is not subject to prosecution.

(Added Pub. L. 98-473, title II, §1003(a), Oct. 12, 1984, 98 Stat. 2138; amended Pub. L. 99-646, §26, Nov. 10, 1986, 100 Stat. 3597; Pub. L. 103-322, title XXXIII, §330016(2)(A), Sept. 13, 1994, 108 Stat. 2148.)

#### AMENDMENTS

1994—Subsec. (a). Pub. L. 103-322 inserted "(notwithstanding section 3571)" before "fined not more than one-half".

1986—Subsec. (a). Pub. L. 99-646 substituted "property or against the person of another" for "the person or property of another" and inserted "life imprisonment or" before "death".

### CHAPTER 21—CONTEMPTS

Sec.	
401.	Power of court.
402.	Contempts constituting crimes.
403.	Protection of the privacy of child victims and child witnesses.

#### AMENDMENTS

1990—Pub. L. 101-647, title II, §225(b)(2), Nov. 29, 1990, 104 Stat. 4806, added item 403.

1949—Act May 24, 1949, ch. 139, §8(a), (b), 63 Stat. 90, struck out "CONSTITUTING CRIMES" in chapter heading and substituted "Contempts constituting crimes" for "Criminal contempts" in item 402.

#### § 401. Power of court

A court of the United States shall have power to punish by fine or imprisonment, or both, at its discretion, such contempt of its authority, and none other, as—

(1) Misbehavior of any person in its presence or so near thereto as to obstruct the administration of justice;

(2) Misbehavior of any of its officers in their official transactions;

(3) Disobedience or resistance to its lawful writ, process, order, rule, decree, or command.

(June 25, 1948, ch. 645, 62 Stat. 701; Pub. L. 107-273, div. B, title III, §3002(a)(1), Nov. 2, 2002, 116 Stat. 1805.)

#### HISTORICAL AND REVISION NOTES

Based on section 385 of title 28, U.S.C., 1940 ed., Judicial Code and Judiciary (Mar. 3, 1911, ch. 231, §268, 36 Stat. 1163).

Said section 385 conferred two powers. The first part authorizing courts of the United States to impose and administer oaths will remain in title 28, U.S.C., 1940 ed., Judicial Code and Judiciary. The second part relating to contempt of court constitutes this section.

Changes in phraseology and arrangement were made.

#### AMENDMENTS

2002—Pub. L. 107-273 inserted "or both," after "fine or imprisonment," in introductory provisions.

#### § 402. Contempts constituting crimes

Any person, corporation or association willfully disobeying any lawful writ, process, order, rule, decree, or command of any district court of the United States or any court of the District of Columbia, by doing any act or thing therein, or thereby forbidden, if the act or thing so done be of such character as to constitute also a criminal offense under any statute of the United States or under the laws of any State in which the act was committed, shall be prosecuted for such contempt as provided in section 3691 of this title and shall be punished by a fine under this title or imprisonment, or both.

Such fine shall be paid to the United States or to the complainant or other party injured by the act constituting the contempt, or may, where more than one is so damaged, be divided or apportioned among them as the court may direct, but in no case shall the fine to be paid to the United States exceed, in case the accused is a natural person, the sum of \$1,000, nor shall such imprisonment exceed the term of six months.

This section shall not be construed to relate to contempts committed in the presence of the court, or so near thereto as to obstruct the administration of justice, nor to contempts committed in disobedience of any lawful writ, process, order, rule, decree, or command entered in any suit or action brought or prosecuted in the name of, or on behalf of, the United States, but the same, and all other cases of contempt not specifically embraced in this section may be punished in conformity to the prevailing usages at law.

For purposes of this section, the term "State" includes a State of the United States, the Dis-



Sec.  
249. Hate crime acts.

## AMENDMENTS

2009—Pub. L. 111-84, div. E, § 4707(b), Oct. 28, 2009, 123 Stat. 2841, added item 249.

1994—Pub. L. 103-322, title XXXIII, § 330023(a)(1), Sept. 13, 1994, 108 Stat. 2150, substituted “Freedom of access to clinic entrances” for “Blocking access to reproductive health services” in item 248.

Pub. L. 103-259, § 4, May 26, 1994, 108 Stat. 697, added item 248.

1988—Pub. L. 100-690, title VII, § 7018(b)(2), Nov. 18, 1988, 102 Stat. 4396, struck out “of citizens” after “rights” in item 241.

Pub. L. 100-346, § 3, June 24, 1988, 102 Stat. 645, added item 247.

1976—Pub. L. 94-453, § 4(b), Oct. 2, 1976, 90 Stat. 1517, added item 246.

1968—Pub. L. 90-284, title I, § 102, Apr. 11, 1968, 82 Stat. 75, added item 245.

## § 241. Conspiracy against rights

**If two or more persons conspire to injure, oppress, threaten, or intimidate any person in any State, Territory, Commonwealth, Possession, or District in the free exercise or enjoyment of any right or privilege secured to him by the Constitution or laws of the United States, or because of his having so exercised the same; or**

If two or more persons go in disguise on the highway, or on the premises of another, with intent to prevent or hinder his free exercise or enjoyment of any right or privilege so secured—

**They shall be fined under this title or imprisoned not more than ten years, or both; and if death results from the acts committed in violation of this section or if such acts include kidnapping or an attempt to kidnap, aggravated sexual abuse or an attempt to commit aggravated sexual abuse, or an attempt to kill, they shall be fined under this title or imprisoned for any term of years or for life, or both, or may be sentenced to death.**

(June 25, 1948, ch. 645, 62 Stat. 696; Pub. L. 90-284, title I, § 103(a), Apr. 11, 1968, 82 Stat. 75; Pub. L. 100-690, title VII, § 7018(a), (b)(1), Nov. 18, 1988, 102 Stat. 4396; Pub. L. 103-322, title VI, § 60006(a), title XXXII, §§ 320103(a), 320201(a), title XXXIII, § 330016(1)(L), Sept. 13, 1994, 108 Stat. 1970, 2109, 2113, 2147; Pub. L. 104-294, title VI, § 604(b)(14)(A), 607(a), Oct. 11, 1996, 110 Stat. 3507, 3511.)

## HISTORICAL AND REVISION NOTES

Based on title 18, U.S.C., 1940 ed., § 51 (Mar. 4, 1909, ch. 321, § 19, 35 Stat. 1092).

Clause making conspirator ineligible to hold office was omitted as incongruous because it attaches ineligibility to hold office to a person who may be a private citizen and who was convicted of conspiracy to violate a specific statute. There seems to be no reason for imposing such a penalty in the case of one individual crime, in view of the fact that other crimes do not carry such a severe consequence. The experience of the Department of Justice is that this unusual penalty has been an obstacle to successful prosecutions for violations of the act.

Mandatory punishment provision was rephrased in the alternative.

Minor changes in phraseology were made.

## AMENDMENTS

1996—Pub. L. 104-294, § 607(a), substituted “any State, Territory, Commonwealth, Possession, or District” for “any State, Territory, or District” in first par.

Pub. L. 104-294, § 604(b)(14)(A), repealed Pub. L. 103-322, § 320103(a)(1). See 1994 Amendment note below.

1994—Pub. L. 103-322, § 330016(1)(L), substituted “They shall be fined under this title” for “They shall be fined not more than \$10,000” in third par.

Pub. L. 103-322, § 320201(a), substituted “person in any State” for “inhabitant of any State” in first par.

Pub. L. 103-322, § 320103(a)(2)-(4), in third par., substituted “results from the acts committed in violation of this section or if such acts include kidnapping or an attempt to kidnap, aggravated sexual abuse or an attempt to commit aggravated sexual abuse, or an attempt to kill, they shall be fined under this title or imprisoned for any term of years or for life, or both” for “results, they shall be subject to imprisonment for any term of years or for life”.

Pub. L. 103-322, § 320103(a)(1), which provided for amendment identical to Pub. L. 103-322, § 330016(1)(L), above, was repealed by Pub. L. 104-294, § 604(b)(14)(A).

Pub. L. 103-322, § 60006(a), substituted “, or may be sentenced to death.” for period at end of third par.

1988—Pub. L. 100-690 struck out “of citizens” after “rights” in section catchline and substituted “inhabitant of any State, Territory, or District” for “citizen” in text.

1968—Pub. L. 90-284 increased limitation on fines from \$5,000 to \$10,000 and provided for imprisonment for any term of years or for life when death results.

## EFFECTIVE DATE OF 1996 AMENDMENT

Amendment by section 604(b)(14)(A) of Pub. L. 104-294 effective Sept. 13, 1994, see section 604(d) of Pub. L. 104-294, set out as a note under section 13 of this title.

## SHORT TITLE OF 1996 AMENDMENT

Pub. L. 104-155, § 1, July 3, 1996, 110 Stat. 1392, provided that: “This Act [amending section 247 of this title and section 10602 of Title 42, The Public Health and Welfare, enacting provisions set out as a note under section 247 of this title, and amending provisions set out as a note under section 534 of Title 28, Judiciary and Judicial Procedure] may be cited as the ‘Church Arson Prevention Act of 1996’.”

## § 242. Deprivation of rights under color of law

**Whoever, under color of any law, statute, ordinance, regulation, or custom, willfully subjects any person in any State, Territory, Commonwealth, Possession, or District to the deprivation of any rights, privileges, or immunities secured or protected by the Constitution or laws of the United States, or to different punishments, pains, or penalties, on account of such person being an alien, or by reason of his color, or race, than are prescribed for the punishment of citizens, shall be fined under this title or imprisoned not more than one year, or both; and if bodily injury results from the acts committed in violation of this section or if such acts include the use, attempted use, or threatened use of a dangerous weapon, explosives, or fire, shall be fined under this title or imprisoned not more than ten years, or both; and if death results from the acts committed in violation of this section or if such acts include kidnapping or an attempt to kidnap, aggravated sexual abuse, or an attempt to commit aggravated sexual abuse, or an attempt to kill, shall be fined under this title, or imprisoned for any term of years or for life, or both, or may be sentenced to death.**

(June 25, 1948, ch. 645, 62 Stat. 696; Pub. L. 90-284, title I, § 103(b), Apr. 11, 1968, 82 Stat. 75; Pub. L. 100-690, title VII, § 7019, Nov. 18, 1988, 102 Stat. 4396; Pub. L. 103-322, title VI, § 60006(b), title XXXII, §§ 320103(b), 320201(b), title XXXIII,

## 18 U.S.C. § 1951

### Section 1951 - Interference with commerce by threats or violence

(a) Whoever in any way or degree obstructs, delays, or affects commerce or the movement of any article or commodity in commerce, by robbery or extortion or attempts or conspires so to do, or commits or threatens physical violence to any person or property in furtherance of a plan or purpose to do anything in violation of this section shall be fined under this title or imprisoned not more than twenty years, or both.

(b) As used in this section-

(1) The term "robbery" means the unlawful taking or obtaining of personal property from the person or in the presence of another, against his will, by means of actual or threatened force, or violence, or fear of injury, immediate or future, to his person or property, or property in his custody or possession, or the person or property of a relative or member of his family or of anyone in his company at the time of the taking or obtaining.

(2) The term "extortion" means the obtaining of property from another, with his consent, induced by wrongful use of actual or threatened force, violence, or fear, or under color of official right.

(3) The term "commerce" means commerce within the District of Columbia, or any Territory or Possession of the United States; all commerce between any point in a State, Territory, Possession, or the District of Columbia and any point outside thereof; all commerce between points within the same State through any place outside such State; and all other commerce over which the United States has jurisdiction.

(c) This section shall not be construed to repeal, modify or affect section 17 of Title 15, sections 52, 101-115, 151-166 of Title 29 or sections 151-188 of Title 45.

*18 U.S.C. § 1951*

June 25, 1948, ch. 645, 62 Stat. 793; Pub. L. 103-322, title XXXIII, §330016(1)(L), Sept. 13, 1994, 108 Stat. 2147.

*HISTORICAL AND REVISION NOTES*Based on title 18, U.S.C., 1940 ed., §§420a-420e-1 (June 18, 1934, ch. 569, §§1-6, 48 Stat. 979, 980; July 3, 1946, ch. 537, 60 Stat. 420).Section consolidates sections 420a to 420e-1 of Title 18, U.S.C., 1940 ed., with changes in phraseology and arrangement necessary to effect consolidation.Provisions designating offense as felony were omitted as unnecessary in view of definitive section 1 of this title. (See reviser's note under section 550 of this title.) Subsection (c) of the revised section is derived from title II of the 1946 amendment. It substitutes references to specific sections of the United States Code, 1940 ed., in place of references to numerous acts of Congress, in conformity to the style of the revision bill. Subsection (c) as rephrased will preclude any construction of implied repeal of the specified acts of Congress codified in the sections enumerated.The words "attempts or conspires so to do" were substituted for sections 3 and 4 of the 1946 act, omitting as unnecessary the words "participates in an attempt" and the words "or acts in concert with another or with others", in view of section 2 of this title which makes any person who participates in an unlawful

*No one shall be subjected to torture or to cruel, inhuman or degrading treatment or punishment.*

UNIVERSAL DECLARATION OF HUMAN RIGHTS (1948, art. 5)  
INTERNATIONAL COVENANT ON CIVIL AND POLITICAL RIGHTS (1976, art. 7)

*[T]he term "torture" means any act by which severe pain or suffering, whether physical or mental, is intentionally inflicted on a person for such purposes as obtaining from him or a third person information or a confession, punishing him for an act he or a third person has committed or is suspected of having committed, or intimidating or coercing him or a third person, or for any reason based on discrimination of any kind, when such pain or suffering is inflicted by or at the instigation of or with the consent or acquiescence of a public official or other person acting in an official capacity. It does not include pain or suffering arising only from, inherent in or incidental to lawful sanctions.*

CONVENTION AGAINST TORTURE AND OTHER CRUEL, INHUMAN OR DEGRADING TREATMENT OR PUNISHMENT (1984, art. 1, para.1)





APPENDIX - 17

18 U.S.C. § 242 - Deprivation of Rights Under Color of Law, 18 U.S.C. § 241 - Conspiracy Against Rights

4 bd 3 ba 2,640 sqft

1986 Sunny Side Dr, Brentwood, TN 37027

Sold: \$540,000 Sold on 02/17/20 Zestimate®: \$559,311

Est. refi payment: \$2.293/mo Get current rates



(Photo taken shortly before the THUNDERSTORM began.) ONE OF THE REAL TRAGEDIES DURING OUR MARRIAGE, WHICH FINANCIALLY AND EMOTIONALLY DEVASTATED US!

### SMOKING GUN #1:

I believe that this is the quickest and easiest EVIDENCE for understanding and proving that something substantially FOUL took place during my 8/29/2019 hearing in Williamson County Chancery Court.

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

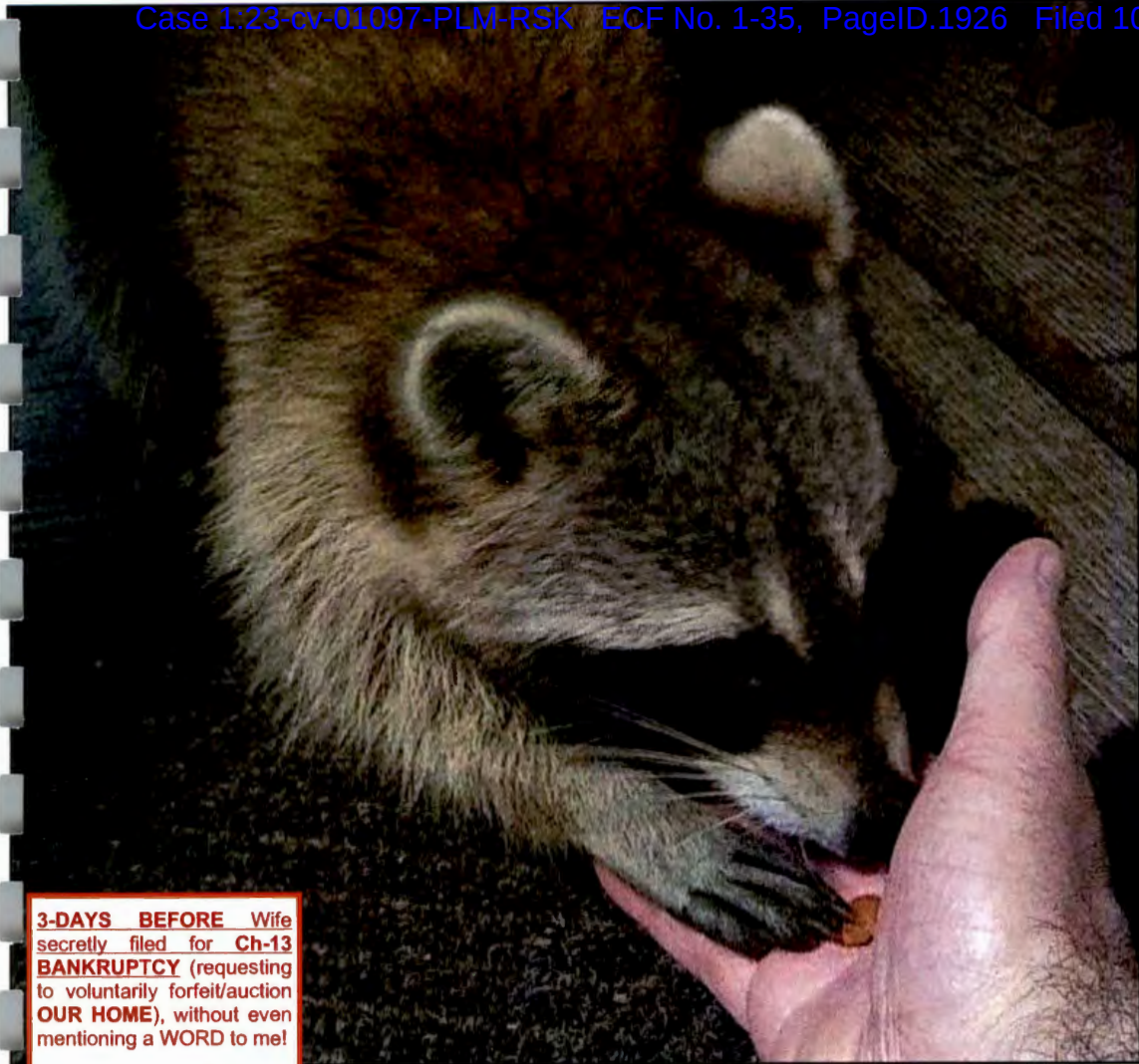
ALL THREE actions brought against me by Attorney Virginia Lee Story, on behalf of my Wife, were substantially FRAUDULENT, leveraging FALSE TESTIMONY, continual deception, bad faith, perjury, an absurd amount of malicious litigation, while grossly violating every single oath of office. Not even showing me an ounce of humanity, consideration, or care for IF or HOW I could support myself or survive thereafter!

They literally STOLE OUR beautiful \$500k Brentwood HOME, which I had my entire life's savings, my pre-marital retirement funds, and a decade of my METICULOUS LABOR invested in, while REFUSING me DUE PROCESS. As they heavy-handedly ordered the WCSO to forcefully evict me (with absolutely no need or justification for any "police" presence), simply to dominate, demean, and humiliate me MORE!

The Court, my Wife, and her Counsel (in both State and Federal Courts simultaneously) all knew that I was currently unemployed (by our MUTUAL agreement during that season, despite her fraudulent claims). They further KNEW that I had nowhere else that I could obtain shelter within the State of Tennessee, nor the funds by which I could meet my most basic needs, to simply eat, maintain my medications, and survive through our divorce. (This same Court would NEVER do this to a WOMAN under similar circumstances!)

Since my Wife, who had voluntarily been our family's PRIMARY BREADWINNER for over a decade (after obtaining her professional license as an "Architect", thereby tripling her income over time), had ALSO abruptly terminated all means of financial support, coinciding with her Counsel, (again, without ANY notice)!

2019-09-28 FENTON MARITAL RESIDENCE - FORCED AUCTION - TOTAL LOSS - 1986 Sunnyside Drive, Brentwood



Then "THEY" later converted the "Ex Parte" into a FULL "ORDER OF PROTECTION", though still posing absolutely NO threat to WIFE! Carelessly destroying my ability to pass preemployment background checks, while needing a JOB more than ever, to simply SURVIVE their CRUEL and INHUMANE ORDERS!

All via a FRAUDULENT AFFIDAVIT and "DEFAULT JUDGMENTS", while DEPRIVING me of ALL RIGHTS to participate in MY HEARINGS!

Further followed by an outrageous, crippling, FIVE-YEAR EXTENSION, without even mailing me a NOTICE or a MOTION! (Still to DATE!)

There is NOTHING "LEGAL" about this! It is ALL about POWER, BIAS, DISCRIMINATION, COLLUSION, CONTROL, DOMINANCE & ABUSE!

I thought that "Lady Justice" held SCALES while wearing a BLINDFOLD?

Apparently not in Williamson County Tennessee!

I LOVED MIDDLE TENNESSEE! I was a hard working, honest, tax paying CITIZEN for 25-years! Until the day that I first met Judge Michael W. Binkley and his close personal friend, Attorney Virginia Lee Story!

Regretfully now, I hope to NEVER step on Tennessee soil again, ever!

**3-DAYS BEFORE** Wife secretly filed for **Ch-13 BANKRUPTCY** (requesting to voluntarily forfeit/auction **OUR HOME**), without even mentioning a WORD to me!

I accidentally discovered this (from her attorney) on 6/14/2019. FIVE DAYS LATER, Wife applied for a FRAUDULENT "OP" under FALSE TESTIMONY!

I have NEVER threatened to harm her, or laid a single finger on her in anger! EVER! (While I have ZERO Arrests, Complaints, Priors, NOTHING!)

Even though WIFE is a HIGHLY TRAINED and HEAVILY EQUIPPED firearms and self-defense EXPERT!

She is a Licensed TN HANDGUN INSTRUCTOR, with serious military assault rifles, and over 5,000 Rnds. of ammo when she left!

Yet somehow she obtained an OP "Ex Parte" from Judge Michael W. Binkley, who just "happens" to be CLOSE PERSONAL FRIENDS with Wife's divorce attorney, Virginia Lee Story.

Welcome back to the OLD SOUTH! Let's all practice saying, "YES MASTER!"

I held out good for my raccoon buddy in my hand tonight, and he touched both his cold little nose and his paw to my hand.

<https://1drv.ms/v/s!AIWYAYYGDEXasH4MLLYxg0ct2nKs>

I DID IT!!!



Apr 23 2019

F OMG! raccoon!!! 😊

Fawn Fenton (mobile) Apr 23, 2019

Was that not COOL AS HECK? I did like you told me... Trying to keep the door barely split so he didn't come inside, while taking a video with one hand, holding out the food in the other hand, trying to focus, call to him..... And you say that I can't multi-task!

I've interacted with him a ton through the glass, and a little outdoors, but that was the first time that we touched each other. He was super gentle, with his warm soft little tongue eating out of my hand, with never the slightest nip!

Apr 23 2019



F Love little raccoon!! 😊

Fawn Fenton (mobile) Apr 23, 2019

**IMPORTANT TIME MARKERS FOR THE AUDIO RECORDING BELOW:**

**"2018-10-27 Fenton Phone Call – Dividing Property.mp3"**

Confirming my email is on the same page... dropping suite and selling the home ourselves, then getting an amicable divorce with free state forms, after there is no joint property or debts left. (That way we can save money on legal fees and decide how to split our property and debts.)

00:06 Fawn's PLAYFUL "Hello" Voice

02:30 I want to take the dehumidifier with me to my mom's because the basement is really humid - Fawn approves.

03:10 Security System or Cameras - both, all, can take.

03:25 Last but not least, the Television (Fawn "kinda wants it", "would like to have it". Whatever but she would like to have it.) I can take all the smaller TVs. Talk about me maintaining residency here... possibly with using her address... she isn't excited about it, but we'll talk about it later.

06:55 She will get the Aquarium out before it goes on the market - she affirms. Will start working on getting her stuff out of the house on the weekends.

07:00 So will you hire a lawncare while I am gone, so I can put some of that in storage? Yeah.

07:27 The reason I don't want any of the holding costs to come out of my share, is because it wasn't my choice that we have two residences, you know, so it doesn't seem... Yeah, whatever.

07:39 Still it's far and away more money that you'll be able to apply towards your debt than if we paid off all of mine, right? Yeah. For Sure!

07:52 I mean, splitting it 50/50 is totally fair, and that's what I would want to do.

08:00 Fawn strongly doesn't want a tenant, if we can avoid it.

08:33 Great Wall of Fire... Ask Around when I'm up there...

Fawn confirms that she will let me know on Monday how we need to proceed with Non-Suit with court.

**BELOW ARE SOME TIME MARKERS FOR CRITICAL PORTIONS OF THE ATTACHED AUDIO RECORDINGS:**

**2019-08-29 Hearing at the Old Courthouse - Michael Binkley - Virginia Story - Pro Se: "M2019-02059 Transcript of Evidence-2b (audio recording).mp3":**

- 4:53 Story: "He said that he was moving September 1st, that is Sunday."  
**(BOLD face LIE, I NEVER said that!)**
- 5:00 Jeff: "that was my tenants move out by then."
- 5:04 Story: "That is not true, he says he had 45-days AFTER September 1st to move, but that wouldn't even make sense." **(Which is NOT what I said or MEANT!)**

**According to the Judgment on 8/1/2019 (included herein):**

- My Tenant's had 30-days, from 8/1, to move-out.
- The AUCTION was set to take place within 45-days, from 8/1.
- So, there should have been approximately 15-DAYS where I would live in MY HOME BY MYSELF, between the date that my Tenant's were forced to vacate, until the AUCTION was scheduled to take place.
- NEVER did the Court Order on 8/1/2019 require me to vacate my home prior to the sale.
- I was SUPPOSED to be allowed to remain in my HOME, until the SALES proceeds provided me with another place to LIVE!

I had hoped to voluntarily leave a day before the sale, simply so that I wouldn't need to be present during the auction, not because I was required to move by any specific date. *(According to the 8/1/2018 Court Order (TR v1, Pages 110-112) ATTACHED.)*

- 5:28 Story: "So he's got to be out for them to get this place ready to go."  
**(THIS IS NEW INFORMATION)**
- 5:38 Story: "I have seen correspondence where he said September 1<sup>st</sup>  
**(BOLD face LIE, I NEVER said that!)**, now he is saying he can't, so I would suggest September 3rd, which is next Tuesday, and"

5:50 Story: "I would like the Order to reflect, that the Williamson County Sheriff's Department will accompany him, and at this point, off the property."

6:00 Story: "I don't think that he needs to take any property."

6:04 Story: "What he did your honor, we in **this response he filed, they had a TV... a Sony TV... he now tells me in this response, that he sold it for \$1,000.** The TV was MARITAL PROPERTY, but it was "negotiable" (as proven in the attached phone call with my Wife), yet NOTHING HAPPENED DURING THE STATUORY INJUNCTION, WHICH Ms. STORY KNEW (please see my correspondence, via email, with her afterwards), yet she INTENTIONALLY DECEIVED THE JUDGE TO HARM ME! **That is TEXT BOOK PERJURY!**

JUST FYL... in the END, I retrieved the TV and LEFT it as a GIFT for Ms. Fenton, not because I had any LEGAL duty to do so, but simply as a KISS ON THE CHEEK!

6:21 Story: "and then the other thing, there was a dehumidifier in the basement, that was like a \$2500 - \$3500 dehumidifier for moisture, he sold that." (I had Ms. Fenton's PERMISSION TO TAKE THE DEHUMIDIFIER, WHICH WAS A FREE-STANDING UNIT THAT WAS NEVER ATTACHED TO THE HOUSE, hence it remained PERSONAL PROPERTY. While Ms. Fenton and I had previously DECIDED that I was to keep it to take to my MOTHER'S house! (Proven in the 2018-10-27 Fenton Phone Call – attached.) Plus, the unit was paid for using MY CREDIT, for which I STILL OWE some of the DEBT!)

Even if Ms. Story HAD no knowledge of this, she was still INTENTIONALLY DECEIVING THE COURT, because it was NOT on Ms. Fenton's LIST of personal property which she wanted, PLUS MS. Story already acknowledged at the TOP of **Wife's Petition for Divorce**, that **"IV. Plaintiff would show that the parties have no assets other than personal property which has been divided with the exception of a few items. Husband and Wife have lived separately since April**

**2018."** WHICH I CONSTANTLY reminded Ms. Story about, yet she didn't care, while SOMEHOW all the Personal Property remaining in OUR HOME (ALL ADMITTEDLY MINE - EXCEPT FOR ABOUT 6-ITEMS) was somehow CONVERTED back into MARITAL PROPERTY, and ordered to be AUCTIONED WITH THE HOME as part of the MARITAL ESTATE. (This was PURE LEGAL BULLYING!)

6:33 Story: "So if you let him, take anything out, at this point, it is going to be sold, and he's dissipating marital assets, which would be in violation of the restraining order." **(Pure PERJURY for reasons stated above!)**

10:27.0 Judge: "Let me just tell you how it works."

10:36.9 Judge: "The only way a judge can enforce a court order..." (jail)

10:57.7 Judge: "My personal feeling is, as a Judge, a Judge who does not backup his or her court order, is worthless...."

11:13.9 Judge: "the last thing I want to do is put someone in jail for violating an order"

11:32.7 Jeff: "And just as a question, were we saying that I disobeyed a court order?"

11:38.2 Judge: "No, no, nope, we don't have anything like that really in front of us, but, but....let me tell you what I'm going to do here, because we have to get moving."

11:49.6 Jeff: "Right. Can I still tell a little bit of my side? er?"

11:52.9 Judge: "Ah..."

11:54.0 Jeff: "Before you rule on all of that?"

11:55.6 Judge: "Briefly."

11:57.8 Jeff: *BEGAN TO BRIEFLY HEAR MY TESTIMONY*

12:50.7 Judge: *Cut me off and quit hearing my testimony. (7.1 Minutes of My Testimony Heard)*

13:20.0 Judge: "So let me just tell you this. These are really easy issues. I have got to put an order down for you to be out of that house, on September 3rd..."

13:29.9 Jeff: "Can I speak a little more for a second?"

13:31.5 Judge: "No, no, no..."

Jeff: "I can't be out that quick, Your Honor. Everything that I own is left in personal property. To say that I just take my clothes and lose everything I've owned all my life is not fair. That is not at all fair. And I don't mean to be hard. I'm willing to do

things as quick as possible, but I cannot possibly move out without a two-week's time to do it. And I need to have some time where I know that there is not going to be anymore litigation for a while because I can't -- with the ADHD -- and one of the things I provided you is something from my psychiatrist on the different disorders I have, but I cannot physically do -- be a lawyer, play a lawyer, and packing at the same time. For example, that's --

!@\$%! Judge: "Sir, I respect that. But we all have burdens."  
 Jeff: "Well --"  
 !@\$%! Judge: "Let me talk. We all have burdens. Everybody in this room has things going on in their lives to one extent or another, just like you do."  
 Jeff: "Right."  
 !@\$%! Judge: "I can't make excuses for that. Listen to what I'm saying. I don't want you and I to get crossways with each other. We have to get a date set. I'm not going to make it two weeks."  
 15:40.0 Jeff: "We already agreed when me and my wife split it up, that what was left of the house is mine. What she came and tagged, was what's hers."  
 Judge: "This isn't working. What you want to do is be a lawyer."  
 Jeff: "No, I don't, I can't afford a lawyer."  
 Judge: "We are not touching any of the furniture and furnishings. You are to tag the items that you would like to have. Go buy some little tags, you know."  
 Jeff: "But I wanted to take them with me so I'm only going over the bridge one time. That's what I was saying."  
 Judge: "Well, I know that you would like to do that but we're not doing that. Okay? That's not the fair way to do it. And I'm not going to sit here and explain to you why it's not because it's part of the law that you assume when you stand up and start representing yourself. Assume that you know."  
 Jeff: "Okay. I'm sorry. I would rather stay in the house during the auction with that being the case. But the only reason I was going to leave ahead of time --"  
 Judge: "You're not going to stay in the house."  
 Jeff: "I'm not going to stay in the house?"  
 17:13.4 Judge: "You're not going to stay in the house. You are going to leave September 3rd noon, and you've got to be out of there, or the Sherriff will escort you off the property."

17:22.5 Jeff: "So what have I done wrong, to receive that kind of treatment your Honor?" "I mean, my wife had two months to move out, and made a bunch of trips."

17:31.0 Judge: "We've already talked about all of that. We had a previous hearing. We have a previous court order. You are representing yourself. You are assumed to know everything that we've already talked about. I'm not going to go over it with you and spend four hours, I'm trying to be nice to you, when you are presumed to know and understand what we have already done. I'm trying my best to be patient with you, and you are trying my patience."

18:41.2 Judge: "You are to tag the items that you would LIKE to have, that doesn't mean that you're going to get them."

18:53.4 Judge: "In addition, you are to sign this contract today."

18:58.9 Jeff: "The um, on the last court order you said that I could take my stuff with me after the 10-day walk-through, that was what your last court order said, and I would like to be able to do that."

**23:04.8 Judge: "FAIR is something you do in the fall!"** *(At least unlike Ms. Story, the Judge was HONEST that time!)*



## Jeff Fenton

---

**From:** Sandy Arons <sandyarons@getsmartdivorce.com>  
**Sent:** Friday, July 27, 2018 12:06 PM  
**To:** Jeff Fenton  
**Subject:** RE: Alimony

Yes, I told Fawn the range for alimony is about 22.5% of her gross income.

Sandy

Sandy Arons, MBA

Certified Divorce Financial Analyst  
Certified Financial Divorce Specialist  
Accredited Financial Counselor & Mediator  
750 Old Hickory Blvd.  
Building Two, Suite 150  
Brentwood, TN 37027  
Tel: 615-376-8204 Fax: 615-376-8121  
email: [sandyarons@getsmartdivorce.com](mailto:sandyarons@getsmartdivorce.com)  
website: [www.getsmartdivorce.com](http://www.getsmartdivorce.com)

**From:** Jeff Fenton [mailto:Jeff@Meticulous.tech]  
**Sent:** Friday, July 27, 2018 9:57 AM  
**To:** Sandy Arons <sandyarons@getsmartdivorce.com>  
**Subject:** Alimony

Hello Sandy,

Have you told Fawn yet how much alimony is going to be? The general ballpark?

Has she swallowed that pill yet?

I want to talk to her about some options with the house, but I need to understand if she knows this yet.

Thanks!

**JEFF FENTON**  
**METICULOUS.TECH**

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

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**2018-08-06 OFFERED TO GIVE MS. FENTON MY EQUITY FOR FREE!**  
**(Regretfully She Declined)**


OUR HOME (v2.0) - Message (HTML)

File Message Add-ins Help Tell me what you want to do

OUR HOME (v2.0)

 Jeff Fenton  
To: Sandy Arons  
Cc: Fawn Fenton; Fawn Fenton (fawn.tiffany@outlook.com); Terry Huff (tmhuff@comcast.net)

Mon 8/6/2018 1:26 AM

 You forwarded this message on 8/6/2018 1:44 AM.  
This message was sent with High importance.

Hello Sandy,


Fawn came and got our fish today and we discussed OUR HOME some more. Apparently she did not understand before that I was offering to completely forfeit my equity in our home to her, provided that she LIVES in it (not for the purpose of selling the property).

I explained that I am willing to sign a Quit Claim deed, completely transferring ownership of the property to Fawn, with a separate contract specifying ONE stipulation, which is that she continue to RESIDE here at our HOME, as her primary residence, for a period of at least FIVE years.


- In the event that she chooses to put the property on the market, up for sale, transfer ownership of the property, lease or sell it by any means, then she would owe me a flat \$75k for my equity.
- After five years (from the date of divorce or legal separation), she can do whatever she chooses with the home, owing me NOTHING.
- We would EACH be responsible for ALL the debts, in our OWN names, regardless of how we choose to deal with them: filing bankruptcy, paying them, not paying them, it would be each of our OWN business, and not related to any asset/debt computations.

Our personal in agreement writing prior t

RE: Financial Considerations to Keep in Mind

 Fawn Fenton <fawn.tiffany@outlook.com>  
To: Jeff Fenton  
Cc: Sandy Arons

8/23/2018

 You replied to this message on 8/23/2018 3:18 PM.

**Fuck no, you are going to have to buy me out.**

From: Jeff Fenton <Jeff@Meticulous.tech>  
Sent: Thursday, August 23, 2018 2:02 PM  
To: Fawn Fenton <fawn.tiffany@outlook.com>  
Cc: Sandy Arons <sandyarons@getasmartdivorce.com>  
Subject: Re: Financial Considerations to Keep in Mind

Nice that you made that choice for me too!

**So are you willing to surrender your equity in this house to me, so that I can try to keep our home, so that all isn't lost?**

Jeff Fenton  
METICULOUS.tech

## Jeff Fenton

---

**From:** Fawn Fenton <fawn.tiffany@outlook.com>  
**Sent:** Tuesday, October 9, 2018 12:21 PM  
**To:** Jeff Fenton  
**Subject:** RE: Reply to your email (Missed This!)

At this point, to be honest, I do not really even want to keep the Sunnyside house. If the house is not sold, then I will be stuck paying for the very-expensive bills that come with the house, AND I will still have a ton of credit card debt from this divorce. I am emotionally burnt out, and Ken is making zero steps towards any transition plan for the company, so in a year or two I'd really like to take a less stressful job. I need life to be simpler to help me recover emotionally and financially after all of this upheaval. But I will be trapped as long as I'm saddled with the house + alimony + credit card debt. I don't know if I can realistically handle the stress level of being forced to make a high salary only to give it all away every month for many years into the future.

Just hypothetically, what are you intending or wanting to do about the old delinquent debts?

9:52 [icons] 94%

← Fawn Fenton [phone] [dots]

For the **SOLE** purpose of salvaging some portion of our previous **FRIENDSHIP**, if it is **WORTH** a couple hours of **YOUR TIME**, and some open minded discussion, with nothing to "win" or "lose" for either of us.

I honestly am not sure what Terry might or might not say. But it is **WORTH** it to me to invest **MY TIME** and money to find out, **IF** you will agree!?!?

Please let me know!

Dec 31, 2018


Yes, I absolutely would like to attend a couple of counseling sessions with you and Terry. Let me know when I should be there!

Poey looks good! The vet


[message icon] Type a message [send icon]

9:58 [icons] 93%


← Fawn Fenton [phone] [dots]



The end of an era.



What time on the 30th should I expect you?



[message icon] Type a message [send icon]

9:51 [icons] 94%

← Fawn Fenton [phone] [dots]

Dec 31, 2018

Yes that all sounds fine about meeting with Terry. However he wants to handle it. I am wanting to hear his perspective. Definitely no arguing if at all possible, and I wouldn't blame him for cutting it off if there was arguing.

I have ACE from 3:-5:00 pm on Tuesday Jan 14, but so far that's the only non-negotiable thing on my calendar coming up. So just let me know date/ time whenever you find out.

Dec 31, 2018

Ok, sounds good! Thanks! I'll let you know as soon as I know.

Happy New Year!

[message icon] Type a message [send icon]

9:49 [icons] 94%

← Fawn Fenton [phone] [dots]

You are **ALWAYS** looking for a way to screw me over!

Don't worry, I will commit my every free moment to finding the recording where you promised to sign an alimony agreement before I had you a POA to sell our home. Again, it is all these games you play and your constant lying, which continues to keep me from moving forward and drags this process out!

Jan 5, 2019

**F** I am **NEVER** trying to screw you over. You are paranoid.

Jan 5, 2019

Then **KEEP YOUR PROMISES!**

Incidentally, it's not called "paranoid" when people really are out to do you financial or other harm.

[message icon] Type a message [send icon]

9:47 [icons] 94%

← Fawn Fenton [phone] [dots]

What happened? Why did you suddenly decide I am trying to get out of paying your alimony? (Which isn't true, I have always intended to pay you as we discussed.) Your mood swings are so weird. I thought, based upon our emails, that we were not going to harrass each other with legal contracts. As I said, the terms of your alimony will be immortalized in the final divorce filing, which we will do after the house sells. I don't understand why you are suddenly freaking out for no reason.

Jan 6, 2019

**F** You agreed to put it writing before I leave, now you are pretending you never agreed to that and refusing.

[message icon] Type a message [send icon]

9:46 [icons] 94%

← Fawn Fenton [phone] [dots]

Please confirm.

Your refusal to communicate would confirm the opposite again, which would result in me needing to divert from packing to prepare for another surprise attack from you legally.

Thanks.  
Jeff

Jan 7, 2019

**F** I don't know wtf you're talking about, "legal battle". I am not wanting anything to do with lawyers, I can't afford any more, it's a waste of time and money. Regarding leaving a few cameras and wireless etc, I guess that's fine, I don't see why not.

Jan 8, 2019

[message icon] Type a message [send icon]

---

**From:** (615) 333-7377 <16158371301.16153337377.km4F34MBb9@txt.voice.google.com>  
**Sent:** Wednesday, January 23, 2019 4:14 PM  
**To:** 837.1301@gmail.com  
**Subject:** New text message from (615) 333-7377



Hello, I pray for some peace for you today. (Regarding your text right above, I used to always think of you like you were riding a stationary exercise bicycle; peddling furiously, working so hard, but going nowhere. Sorry, not that that helps.) Anyway, my cold is much much worse today. At least I have donuts, those sure are good and cheer me up. 🍩🍰🍪🥤🍷🍩

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To edit your email preferences for text messages, go to the [email notification settings](#) in your account.



Google LLC  
1600 Amphitheatre Pkwy  
Mountain View CA 94043 USA

Fawn Fenton  
(615) 333-7377 • mobile



You are WRONG about my motives for selling the house and you are WRONG about me having evil and selfish intentions to increase or decrease the sale value. As usual, you are being a **dick** when I don't agree with everything you want, and you resort to insulting me and verbally attacking me to try to get your way.

Fawn Fenton (mobile) • Jan 30, 12 13 AM

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

Jan 30 2:31 AM

Fawn Fenton  
(615) 333-7377 • mobile



Thanks!

**I was just reading about the 2018 tax code...**

Have you figured out the income tax ramifications of having no mortgage interest deduction (because you will live in an apartment), plus no spousal dependant (another lost \$12k write-off), plus not being able to write-off the alimony you pay me, combined with the new 2018 tax laws? (Not to mention the loss of the "business in home" and other MM write-offs)?

Seriously, I'm concerned for how you have and continue to set yourself-up for your future.

It looks to me, like you will have double the taxable income that you previously had, which won't likely change for 5-10 years, until you can afford to purchase another condo and complete paying my alimony.

Have you really ran the numbers on all of this and considered for a moment if maybe there is some way for you to mitigate your tax losses?

**It looks to me like you have created and are walking into the worst possible scenario tax wise, which will largely defeat much of the vocational success you've reached in recent years.**

Am I missing something, misreading something, not understanding anything correctly? Have you discussed options with a CPA or even your brother, or someone with an MBA, or at least a tax professional?

**I hate to see you screw yourself, especially to solely benefit Uncle Sam.**

Is there no better way of doing this?

Dec 22, 2018



Correct, my tax situation is going to suck for a very long time.

Fawn Fenton (mobile) • Dec 22, 2018

Is there nothing we can do h

To help that?

Dec 22, 2018



Not that I know of.

Fawn Fenton (mobile) • Dec 22, 2018



**The Moment I KNEW!**

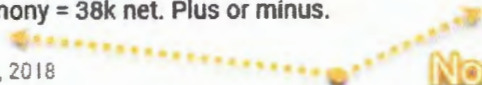
Have you talked to your brother about it or asked an accountant?

Dec 22, 2018



Yes I've talked to mark and my dad. No haven't talked to an accountant. 90k gross - 31k taxes - 21k alimony = 38k net. Plus or minus.

Fawn Fenton (mobile) • Dec 22, 2018



**No Incentive to Earn!**

**Goodbye Alimony!**

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

Dec 22, 2018



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

Fawn Fenton (mobile) • Dec 22, 2018



Yet the house would save you how much in taxes?

Debts are all from this year... how did we fall so far so fast?

Dec 22, 2018



Someday when alimony is done, I can get a job making only \$43k gross and have same net of +/- \$38k.

Fawn Fenton (mobile) • Dec 22, 2018



**The Goal :)**

That is crazy... their must be a smarter way to spend all that you've worked for?

So back to the house, how much does the mortgage interest take off your taxes?

Your dad and Mark didn't have any suggestions to help you pay less in taxes?

Hello?

If you kept house, you would have a massive tax write-off, plus if you got one female roommate, you would be earning equity, have money to slowly

Dec 22, 2018



Mortgage interest is about \$12k.

Fawn Fenton (mobile) • Dec 22, 2018



## Jeff Fenton

---

**From:** Fawn Fenton <fawn.tiffany@outlook.com>  
**Sent:** Thursday, August 30, 2018 5:49 PM  
**To:** Jeff Fenton; Fawn Fenton  
**Cc:** Sandy Arons  
**Subject:** RE: Offer to settle

Ken says he is willing to keep paying for you to be on our plan for 1 year, maybe through the end of 2019, "as long as you don't cause more problems", heh.

Beyond that, we'll have to see where things stand with you, and with my company.

(Our office lease is up in March 2020, and Ken really wants to retire, and so there's no telling what my job will be after that.)

**From:** Jeff Fenton <Jeff@Meticulous.tech>  
**Sent:** Thursday, August 30, 2018 2:18 PM  
**To:** Fawn Fenton <fawn.tiffany@outlook.com>; Fawn Fenton <fawn.fenton@live.com>  
**Cc:** Sandy Arons <sandyarons@getsmartdivorce.com>  
**Subject:** RE: Offer to settle

As I re-read this, there is one other substantial concern that I need to address, and that is health insurance. Without health insurance, the price of my meds alone would break me each month (just like your xyrem)!

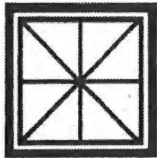
Would Ken be willing to keep me on your health plan for ONE YEAR, until I can complete my job training and can acquire a job that offers health benefits? Without this, even Cobra I would have no way to pay for, if I don't have a job. I also should maintain my counseling throughout, but that goes back to my questions about the transitional period.

Debtor 1 **Fawn Tiffany Fenton**

Case number (if known) \_\_\_\_\_

	For Debtor 1	For Debtor 2 or non-filing spouse
4. <b>Copy line 4 here</b>	\$ <u>7,500.00</u>	\$ <u>N/A</u>
<b>5. List all payroll deductions:</b>		
5a. <b>Tax, Medicare, and Social Security deductions</b>	5a. \$ <u>1,654.96</u>	\$ <u>N/A</u>
5b. <b>Mandatory contributions for retirement plans</b>	5b. \$ <u>0.00</u>	\$ <u>N/A</u>
5c. <b>Voluntary contributions for retirement plans</b>	5c. \$ <u>0.00</u>	\$ <u>N/A</u>
5d. <b>Required repayments of retirement fund loans</b>	5d. \$ <u>0.00</u>	\$ <u>N/A</u>
5e. <b>Insurance</b>	5e. \$ <u>0.00</u>	\$ <u>N/A</u>
5f. <b>Domestic support obligations</b>	5f. \$ <u>0.00</u>	\$ <u>N/A</u>
5g. <b>Union dues</b>	5g. \$ <u>0.00</u>	\$ <u>N/A</u>
5h. <b>Other deductions.</b> Specify: _____	5h. + \$ <u>0.00</u>	+ \$ <u>N/A</u>
6. <b>Add the payroll deductions.</b> Add lines 5a+5b+5c+5d+5e+5f+5g+5h.	6. \$ <u>1,654.96</u>	\$ <u>N/A</u>
7. <b>Calculate total monthly take-home pay.</b> Subtract line 6 from line 4.	7. \$ <u>5,845.04</u>	\$ <u>N/A</u>
<b>8. List all other income regularly received:</b>		
8a. <b>Net income from rental property and from operating a business, profession, or farm</b> Attach a statement for each property and business showing gross receipts, ordinary and necessary business expenses, and the total monthly net income.	8a. \$ <u>0.00</u>	\$ <u>N/A</u>
8b. <b>Interest and dividends</b>	8b. \$ <u>0.00</u>	\$ <u>N/A</u>
8c. <b>Family support payments that you, a non-filing spouse, or a dependent regularly receive</b> Include alimony, spousal support, child support, maintenance, divorce settlement, and property settlement.	8c. \$ <u>0.00</u>	\$ <u>N/A</u>
8d. <b>Unemployment compensation</b>	8d. \$ <u>0.00</u>	\$ <u>N/A</u>
8e. <b>Social Security</b>	8e. \$ <u>0.00</u>	\$ <u>N/A</u>
8f. <b>Other government assistance that you regularly receive</b> Include cash assistance and the value (if known) of any non-cash assistance that you receive, such as food stamps (benefits under the Supplemental Nutrition Assistance Program) or housing subsidies. Specify: _____	8f. \$ <u>0.00</u>	\$ <u>N/A</u>
8g. <b>Pension or retirement income</b>	8g. \$ <u>0.00</u>	\$ <u>N/A</u>
8h. <b>Other monthly income.</b> Specify: _____	8h. + \$ <u>0.00</u>	+ \$ <u>N/A</u>
9. <b>Add all other income.</b> Add lines 8a+8b+8c+8d+8e+8f+8g+8h.	9. \$ <u>0.00</u>	\$ <u>N/A</u>
10. <b>Calculate monthly income.</b> Add line 7 + line 9. Add the entries in line 10 for Debtor 1 and Debtor 2 or non-filing spouse.	10. \$ <u>5,845.04</u> + \$ <u>N/A</u>	= \$ <u>5,845.04</u>
11. <b>State all other regular contributions to the expenses that you list in Schedule J.</b> Include contributions from an unmarried partner, members of your household, your dependents, your roommates, and other friends or relatives. Do not include any amounts already included in lines 2-10 or amounts that are not available to pay expenses listed in Schedule J. Specify: _____	11. +\$ <u>0.00</u>	
12. <b>Add the amount in the last column of line 10 to the amount in line 11.</b> The result is the combined monthly income. Write that amount on the <i>Summary of Schedules</i> and <i>Statistical Summary of Certain Liabilities and Related Data</i> , if it applies		12. \$ <u>5,845.04</u> <b>Combined monthly income</b>

13. **Do you expect an increase or decrease within the year after you file this form?**  
 **No.**  
 **Yes.** Explain: \_\_\_\_\_



Adkisson & Associates Architects, Inc.

CLERK & MASTER

2019 AUG 15 AM 10:44

FILED FOR ENTRY

August 14, 2019

To all the employees of Adkisson & Associates Architects, Inc. (the "Firm")

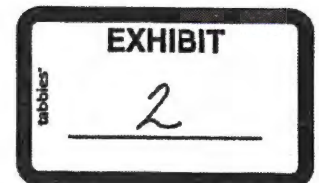
I want to let everyone know that November 2nd of this year is my 65<sup>th</sup> birthday. As a result, I plan to begin downsizing the Firm so that I can significantly reduce overhead costs prior to the end of the corporate fiscal year end on **December 31, 2019**.

I want to give everyone ample time to secure other employment. I will continue to pay your salary and benefits up through **November 15, 2019** so long as you are working full time at the Firm. If you secure new employment prior to November 15, 2019, I will provide you with two (2) weeks severance pay from the new employment start date, but said severance pay will not extend beyond November 15, 2019.

I greatly appreciate your good work over the past years and wish you well in your future endeavors.

With many thanks,

Kenneth C. Adkisson  
President



# ABSOLUTE AUCTION

## LOCATION & DIRECTIONS



**1986 Sunny Side Drive, Brentwood, TN 37027**

From Nashville, take Hillsboro Road/US 431 South.  
Then, turn left on Sunny Side Drive.  
Home is on the right.

## AUCTION TEAM



**TOMMY ANDERSON**  
BROKER & AUCTIONEER  
HND Auctions, LLC  
Office: (615) 297-7711  
Cell: (615) 969-5819  
tom@tommyanderson.us



**PAT MARLIN**  
BROKER & AUCTIONEER  
McArthur Sanders Real Estate  
Office: (615) 370-4663  
pmarlin@mcarthursanders.com

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# ABSOLUTE AUCTION

**SATURDAY, SEPTEMBER 28 at 10:00 AM CST**  
**1986 Sunny Side Drive, Brentwood, TN 37027**



**Fine brick home at Sunny Side Estates in Brentwood.**

**4 Bedrooms • 2 ½ Bathrooms • 1.48 Acre Grassland Lot**

Nice Fenced Back Yard with Outdoor Deck. 9 Foot Ceilings and Spacious Rooms. Ceiling Fans. Wood Burning Fireplace. Modern Kitchen. New HVAC and Basement Moisture Barrier. And much more!

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FL #6200

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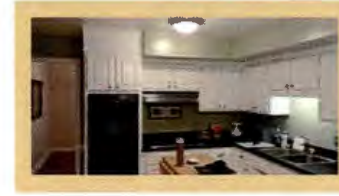
# ABSOLUTE AUCTION

**SATURDAY, SEPTEMBER 28 at 10:00 AM CST**  
1986 Sunny Side Drive, Brentwood, TN 37027

**4 Bedrooms • 2 ½ Bathrooms • 1.48 Acre Grassland Lot**

**Nice Fenced Back Yard with Outdoor Deck. 9 Foot Ceilings and Spacious Rooms. Ceiling Fans. Wood Burning Fireplace. Modern Kitchen. New HVAC and Basement Moisture Barrier. And much more!**

**Some personal property included immediately following auction.**



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



### TERMS & CONDITIONS

Cash. Ten percent (10%) down at auction as earnest money. Please make all financial arrangements prior to auction and bring checkbook. Closing within thirty (30) days with Banker's Title & Escrow Attorney, Sam Anderson, (615) 661-7771. Deed and insured title furnished. For possible financing, contact F & M Bank, Billy Winfree, (615) 842-5877 to pre-qualify or use your own bank. Six percent (6%) buyer's premium added to final bid to arrive at contract price.

**Announcements on day of sale take precedence over ALL other advertising.**



**HND Auctions, LLC**  
FL #6200

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[www.proxibid.com/HNDrealty](http://www.proxibid.com/HNDrealty)

CONVERTED, MEANSYES, DISCH(D), NOCLOSE

**U.S. Bankruptcy Court**  
**MIDDLE DISTRICT OF TENNESSEE (Nashville)**  
**Bankruptcy Petition #: 3:19-bk-02693**

Assigned to: **Charles M Walker**  
**Chapter 7**  
Previous chapter 13  
**Original chapter 13**  
Voluntary  
Asset

Date filed: **04/26/2019**  
Date converted: 12/06/2019  
Debtor discharged: 04/15/2020  
341 meeting: 01/06/2020  
Deadline for objecting to discharge: 03/06/2020  
Deadline for financial mgmt. course: 07/26/2019

Debtor disposition: Standard Discharge

**Debtor**  
**Fawn Tiffany Fenton**  
[REDACTED]  
Brentwood, TN 37027  
DAVIDSON-TN  
SSN / ITIN: [REDACTED]  
*aka Fawn Tiffany Davenport*  
*aka Fawn Tiffany Ferguson*

represented by **MARY ELIZABETH AUSBROOKS**  
ROTHSCHILD & AUSBROOKS  
1222 16TH AVE SO  
STE 12  
NASHVILLE, TN 37212-2926  
615-242-3996  
Email: [marybeth@rothschildbklaw.com](mailto:marybeth@rothschildbklaw.com)

**MARY ELIZABETH AUSBROOKS**  
(See above for address)

**Alexander S. Koval**  
Rothschild & Ausbrooks, PLLC  
1222 16th Ave. S.  
Suite 12  
Nashville, TN 37212  
615 242 3996  
Fax : 615 242 2003  
*TERMINATED: 10/04/2019*

**Trustee**  
**HENRY EDWARD HILDEBRAND, III**  
OFFICE OF THE CHAPTER 13 TRUSTEE  
PO BOX 340019  
NASHVILLE, TN 37203-0019  
615 244-1101  
*TERMINATED: 12/06/2019*

**Trustee**  
**JOHN C. MCLEMORE**  
LAW OFFICE OF JOHN C. MCLEMORE, PLLC  
2000 RICHARD JONES RD., STE. 250  
NASHVILLE, TN 37215

represented by **JOHN C. MCLEMORE**  
LAW OFFICE OF JOHN C.  
MCLEMORE, PLLC  
2000 RICHARD JONES RD., STE.  
250

**WIFE emailed this to me 20-DAYS AFTER she had ALREADY secretly filed for BANKRUPTCY!**

**Jeff Fenton**

---

**From:** Fawn Fenton <fawn.tiffany@outlook.com>  
**Sent:** Thursday, May 16, 2019 5:02 PM  
**To:** RE: Terminate \$500 Per Month - Partial Support - Keeping Utilities in Your Name for Now  
**Categories:** 5-Email: Present to Court

Ok, I am good with keeping the utilities and not sending you checks for now.

Thanks.

**From:** Jeff Fenton <Jeff@Meticulous.tech>  
**Sent:** Thursday, May 16, 2019 1:21 PM  
**To:** Fawn Fenton (fawn.tiffany@outlook.com) <fawn.tiffany@outlook.com>; Fawn Fenton <fawn.fenton@live.com>  
**Subject:** Terminate \$500 Per Month - Partial Support - Keeping Utilities in Your Name for Now  
**Importance:** High

Hey Fawn,

Since I haven't heard anything back about transferring the utilities, and if I go bk all my credit cards will be cancelled, even those which I've kept current, I think it is probably best for now, that we leave the SS utilities in your name, and you can just quit mailing me the \$250 checks for my expenses every two weeks.

I deposited the final check that I have yesterday anyway, and since this is a bit of a hassle to keep reminding you about, just save this money for now to meet your own financial short-fall, which if I understood you correctly, should completely cure your present negative cashflow.

I've been working on a million projects to make my roommates comfortable (they PEE a lot, so I need to TRY to fix the bonus room toilet), and to secure the house once I start some vocational training or job, which will be next on my list (unless 2016 taxes or bk, temporarily supersedes it).

My stuff is all in chaos now, after cleaning out both "junk rooms", and I still have that lawsuit with BCS to contend with... response due next week.

Anyhow, I primarily wanted to touch base about the money and utilities, since it is a slight deviation from what we previously spoke of. This should benefit you slightly though financially.

I will open a new Netflix account, and email you once I do, so that you can close your account if you are no longer using it.

That way I can setup a new profile for each roommate.

I also still need to deal with AT&T who has been charging me around \$95 per month for my cell service, since you ported out.

I also still need to increase my Comcast subscription, since we are exceeding the data cap, due to our three streaming TVs.

Anyhow, I hope that you are well.

**JEFF FENTON**  
**METICULOUS.TECH**  
(615) 837-1300 OFFICE  
(615) 837-1301 MOBILE  
(615) 837-1302 FAX

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WHEN IT'S WORTH DOING RIGHT THE FIRST TIME!

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A DIVISION OF METICULOUS MARKETING LLC

**WIFE emailed the message above to me 20-DAYS AFTER she had ALREADY secretly filed for BANKRUPTCY! While she knew that I had rented out two bedrooms, to help us BOTH cash-flow. She accepted the financial relief from me, without warning, while she had committed to paying our MORTGAGES throughout our Divorce (and probably beyond). NEVER did she share any dire financial failures to me, or provide the slightest hint that she was defaulting upon OUR MORTGAGE payments, thereby placing the totality of BOTH our life's savings in jeopardy, being entirely invested in our beautiful HOME, where we planned to spend the rest of our lives!**

**Nor did she give me a CLUE that she was filing for BANKRUPTCY, while secretly requesting to FORFEIT OUR JOINTLY DEEDED AND OWNED HOME! Without so much as providing me NOTICE, as her Bankruptcy Attorneys worked with Ms. Story as they BOTH fraudulently concealed my financial investment in and equal OWNERSHIP in our Jointly Deeded HOME!**



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

**FAWN TIFFANY FENTON**

Plaintiff/Wife,

v.

**JEFFREY RYAN FENTON,**

Defendant/Husband.

2019 JUN -4 PM 3:34  
 FILED FOR ENTRY

No. 48419 B

**COMPLAINT FOR DIVORCE**

Plaintiff, makes the following complaint for absolute divorce against, Defendant, and states as follows:

**I.**

Pursuant to Tenn. Code Ann. §36-4-106(b), Plaintiff has filed under seal the parties' statistical information, and further provides as follows:

Husband		Wife
<b>Jeffrey Ryan Fenton</b>	<b>Full Name (and Maiden)</b>	<b>Fawn Tiffany Fenton (Davenport)</b>
<b>1986 Sunny Side Drive Brentwood, TN 37027</b>	<b>Mailing Address</b>	<b>102 Plum Nelly Circle Brentwood, TN 37027</b>
<b>24 years</b>	<b>Length of Residence in TN</b>	<b>20 years</b>
<b>October 8, 1969 Washington</b>	<b>Date and Place of Birth</b>	<b>January 22, 1973 Nevada</b>
<b>Caucasian</b>	<b>Race</b>	<b>Caucasian</b>
<b>3</b>	<b>Number of this marriage</b>	<b>2</b>
<b>Divorce</b>	<b>How did prior marriages end</b>	<b>Divorce</b>
<b>12</b>	<b>Years of Education</b>	<b>16</b>
<b>Unemployed</b>	<b>Employer Name and Address</b>	<b>Adkisson &amp; Associates Architects, Inc. 3322 West End Avenue, Suite 103 Nashville, TN 37203</b>

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

BY WIFE'S OWN DIVORCE COMPLAINT: "PLAINTIFF WOULD SHOW THAT THE PARTIES HAVE NO ASSETS OTHER THAN PERSONAL PROPERTY WHICH HAS BEEN DIVIDED WITH THE EXCEPTION OF A FEW ITEMS. HUSBAND AND WIFE HAVE LIVED SEPARATELY SINCE APRIL 2008." (SECTION IV.) ANY MENTION OF "PERSONAL PROPERTY" LATER, EXCEPT FOR THESE FEW ITEMS IS FRAUD & ABUSE!

Plaintiff has resided in the State of Tennessee more than six (6) months preceding the filing of this complaint. The acts complained of were committed while the Plaintiff was a bona fide resident of Tennessee.

II.

There are no children born of this marriage.

III.

Plaintiff would show that the parties have been experiencing difficulties in their marriage and all attempts at reconciliation have failed, thus rendering the marriage irreconcilably broken. Plaintiff requests that she be granted a divorce based on the grounds of irreconcilable differences, or in the alternative, if the parties are unable to reach an amicable agreement, then Plaintiff requests that she be granted a divorce on grounds of inappropriate marital conduct.

IV.

Plaintiff would show that the parties have no assets other than personal property which has been divided with the exception of a few items. Husband and Wife have lived separately since April 2018.

Husband refuses to work and has not paid the mortgage payment or assisted with the mortgage payment or the bills of the home. Wife has spoken to Husband and made every attempt to have the house listed and Husband previously agreed in 2018 but then refused. Wife cannot continue to pay the mortgage payment and allow Husband to stay in the house without financial help. Husband has rented two of the bedrooms out and he retains the rent. Husband ran up over \$10,000 in credit card debt in Wife's name. Wife has now had to file bankruptcy to manage the debt accrual which debt all in her name as Husband has not any credit since 2016. Wife requests that the house be sold immediately. Wife requests that she be awarded her attorney's fees.

WHEREFORE, Plaintiff prays for the following relief:

WIFE WAS TO COMPLETE THE WALK THROUGH: "TO IDENTIFY ITEMS OF (HER) PERSONAL PROPERTY" AND "PROVIDE A LIST TO HUSBAND WITHIN TEN (10) DAYS FROM AUGUST 1, 2019" (DUE BY: 8/11/2019) SO I COULD SELL MY PERSONAL PROPERTY, SINCE THE COURT DEPRIVED ME OF MY ONLY INCOME, WHICH WAS MY TENANT RENTS! YET THIS WASN'T COMPLETED UNTIL 8/23/2019!

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE  
AT FRANKLIN

FAWN TIFFANY FENTON,  
Plaintiff/Wife,

vs.

JEFFREY RYAN FENTON,  
Defendant/Husband.

FILED  
WILLIAMSON COUNTY  
CLERK & MASTER  
2019 AUG -6 AM 9:22  
FILED FOR ENTRY 8-14-19  
No. 48419B

RECEIVED BY  
Judges' Chambers  
Date: 8-6-19 *aw*

**EX PARTE ORDER OF PROTECTION EXTENDED PENDING FINAL HEARING AND ORDER GRANTING MOTION TO SELL MARITAL RESIDENCE BY AUCTION**

This matter came on to be heard on the 1st day of August, 2019, before the Honorable Michael W. Binkley, Judge holding Court for the Chancery Court of Williamson County, Tennessee, upon Motion to Sell the Marital Residence by Auction and upon Ex Parte Order of Protection. It appearing to the Court based upon arguments of counsel, exhibits introduced and the record as a whole that the following shall be the Order of this Court.


It is therefore ORDERED, ADJUDGED and DECREED that the parties have reached an agreement to extend the Ex Parte Order of Protection pending final hearing in this cause. Husband shall remain under the Ex Parte Order and is enjoined and restrained from contacting Wife for any reason or from coming about her person. The Ex Parte Order of Protection shall remain in full force and effect and is extended pending further Orders of this Court and the hearing date is waived. Wife likewise is enjoined and restrained from contacting Husband for any reason or from coming about his person.

The Motion to Sell the Marital Residence by Auction is granted and the same shall be auctioned within 45 days from the date of August 1, 2019. Counsel for Husband and Wife will select a professional auctioneer as soon as possible so that the auctioneer can visit the property and market the sale in a fashion to obtain the best price possible for the home. The auctioneer shall prepare the property and market it for sale with the intent to obtain the highest sales price and most

*K*

**WIFE WAS TO COMPLETE THE WALK THROUGH: "TO IDENTIFY ITEMS OF (HER) PERSONAL PROPERTY" AND "PROVIDE A LIST TO HUSBAND WITHIN TEN (10) DAYS FROM AUGUST 1, 2019" (DUE BY: 8/11/2019) SO I COULD SELL MY PERSONAL PROPERTY, SINCE THE COURT DEPRIVED ME OF MY ONLY INCOME, WHICH WAS MY TENANT RENTS! YET THIS WASN'T COMPLETED UNTIL 8/23/2019!**

favorable terms possible in the parties' best interests. This property shall not be advertised as a desperation sell and the parties will rely on the auctioneer's recommendation, whether an estate sale or other means of marketing, to obtain a fair market price. The auction will be without reserve. Husband is enjoined and restrained from interfering with preparation of the home for auction, the auction or stalling the sale in any manner, either directly or indirectly. The attorneys for the parties will agree upon a date and time for Wife to walk through the home, since Wife has not been in the house since March 2018, to identify items of personal property and to inspect the premises. Wife will provide a list to Husband within ten (10) days from August 1, 2019, through their counsel, of the items of personal property that she would like to obtain and the parties will either agree upon the same or, if they cannot agree, then Wife may file a Motion with the Court to choose the items on her list. Husband will take such actions as necessary to move items of personal property that he would like to retain and tag, price or do whatever steps are necessary to sell the remaining items of personal property. The remaining items at the house that Husband does not take and Wife does not take shall be sold at auction. The net proceeds of the sale of the real property and the personal property shall be deposited into the Chancery Court Clerk's office and placed in an interest-bearing account on behalf of the parties. If either party needs funds from the equity prior to the Final Hearing in this cause or Agreed Order, then he or she may file a Motion with the Court to receive a portion of the funds which will be allocated against their respective share of the marital estate. Husband will notify his tenants to vacate the home on or before August 30, 2019.

All other matters are reserved pending further Orders of this Court.  
ENTERED on this 14<sup>th</sup> day of August, 2019, NUNC PRO TUNC 1  
AUGUST 6, 2019. (73)  
  
MICHAEL W. BINKLEY, JUDGE

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

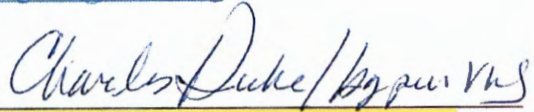
BACK BEFORE I UNDERSTOOD THE "APPROVED FOR ENTRY" PROCESS OF "PROPOSED" ORDERS VS. "AGREED ORDERS"

**APPROVED FOR ENTRY:**



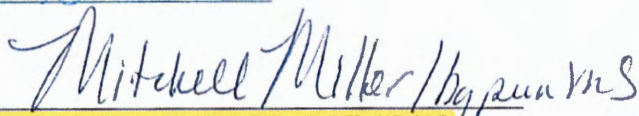
**VIRGINIA LEE STORY; BPR #11700**

Attorney for Plaintiff/Wife  
136 Fourth Avenue South  
Franklin, TN 37064  
(615) 790-1778  
[virginia@tnlaw.org](mailto:virginia@tnlaw.org)



**CHARLES M. DUKE; BPR #23607**

Attorney for Defendant/Husband  
LAW OFFICE OF CHARLES M. DUKE, LLC  
1200 Villa Place, Suite 201  
Nashville, TN 37212  
(615) 541-1842  
[marty@mdukelaw.com](mailto:marty@mdukelaw.com)



**MITCHELL MILLER; BPR #36126**

Attorney for Defendant/Husband  
SCHAFFER LAW FIRM, PLLC  
1200 Villa Place, Suite 200  
Nashville, TN 37212  
(615) 712-6394  
[mitchell@schaferlawfirmtn.com](mailto:mitchell@schaferlawfirmtn.com)

**CLERK'S CERTIFICATE OF SERVICE**

I certify that a true and exact copy of the foregoing was sent by email and/or first-class mail to Charles M. Duke and Mitchell Miller, Attorneys for Husband, and Virginia Lee Story, Attorney for Wife, at their respective addresses, on this 14 day of August, 2019.

CLERK 

**LOCAL RULES OF PRACTICE  
TWENTY-FIRST JUDICIAL DISTRICT  
HICKMAN, LEWIS, PERRY AND WILLIAMSON COUNTIES**

**RULES OF THE CIRCUIT AND CHANCERY COURTS  
FOR THE TWENTY-FIRST JUDICIAL DISTRICT**

**Adopted Effective September 1, 2004  
As Amended Through September 1, 2017  
And Further Amended March 1, 2019**

**INTRODUCTION**

**JUDGES.** The 21<sup>st</sup> Judicial District embraces Hickman, Lewis, Perry, and Williamson Counties. All Judges of the 21<sup>st</sup> Judicial District have full civil and criminal jurisdiction therein and are assigned areas of responsibility by the Presiding Judge.

**CLERKS.** Each county within the District has a Circuit Court Clerk and a Clerk and Master with powers and duties prescribed by statute for such offices generally. The Clerk and Master is also clerk of the Probate Division of the Chancery Court.

**Rule 11. Orders and Judgments**

**Section 11.01 Preparation and Submission**

Unless the court directs otherwise, attorneys for prevailing parties will prepare proposed orders for entry by the court and shall file such proposed orders not more than seven (7) days following the day on which the ruling is made by the court. If the proposed order submitted reflects that it has been approved for entry by counsel for all parties, then the court will take action promptly to enter such proposed order, or, at the court's discretion, enter the court's own order with respect to the ruling. If the proposed order does not reflect that it has been approved for entry by counsel for all parties, then the court will take no action to enter such proposed order for seven (7) days after receipt of the proposed order to afford counsel for the opposing party to submit an alternative proposed order. If the opposing party submits an alternative proposed order, the court shall undertake promptly to enter either the original proposed order, the alternative proposed order, or the court's own order with respect to the ruling. All of the time periods in this section may, for good cause, be extended by the court.

A party's approval for entry of a proposed order, which does not by its express terms state that it is an agreed order, shall not be construed as anything other than the party's agreement that the proposed order accurately reflects the court's ruling on the particular matter and shall not be construed to imply that party's agreement with or consent to the ruling set out in the proposed order.

[Adopted Effective September 1, 2004; Amended Effective September 1, 2010; Further Amended December 1, 2014].

COURT ORDER SAYS "WALK THROUGH" IS FIRST - BUT MS. STORY NEED NOT OBEY - I MUST WAIT TO SELL, UNTIL ITS TOO LATE!

**Jeff Fenton**

**From:** Charles M. Duke <marty@mdukelaw.com>  
**Sent:** Monday, August 5, 2019 6:37 PM  
**To:** Jeff Fenton  
**Cc:** Mitchell Miller (mitchell@schafferlawfirmtn.com)  
**Subject:** FW: Prep for auction of Fenton house  
**Attachments:** PA030017 (2).JPG

Jeff:

Please see below from Virginia Story regarding the items Ms. Fenton would like to have form the house. In addition, we received and email earlier today listing the following additional item:

Glock pistol, 9mm model G-17. This gun is in Wife's name and purchased it in 2010. Mr. Fenton will need to provide a copy of the receipt of purchase or my client can retrieve when she is in the house for the walk through.

After you have reviewed this list, please advise whether or not you want to have the walk-through recorded, as mentioned below. When we have dates from Story on when they would like to set the walk-through, we will forward them to you.

Thanks.  
Marty

---

**From:** Virginia Story [mailto:virginia@tnlaw.org]  
**Sent:** Friday, August 02, 2019 9:10 AM  
**To:** Charles M. Duke; Mitchell Miller (mitchell@schafferlawfirmtn.com)  
**Cc:** Heidi Macy  
**Subject:** FW: Prep for auction of Fenton house

Marty & Mitchell,

I have started the draft of the Order from yesterday and my assistant will send to you this am for your review and comments. Please let me know if you have any changes or if the same meets please authorize me to sign by permission.

My client has come up with just a few items that she would like from the house but we still need a walk through scheduled, I will send some dates and times soon but we need to know when the tenants and Mr. Fenton would prefer to be away from the house weekend or weekend?

From Ms. Fenton:

1. Three-piece custom painting by Tom Belloni (photo attached).
2. Large Sony "Bravia" 55" TV (that was a gift from my brother Christmas 2017) and associated sound bar and sub-woofer.
3. The large aquarium and most equipment associated with it (I don't think Jeff wants any of it), including the lightweight ladders used for cleaning it. This item will take me a solid day at least to clean out and prep to move (it's extremely heavy), and I will need to then hire guys to help me move it to my storage unit.
4. A few more tools (screwdrivers, drill, things like that).
5. A walk-through of the house and garage to be scheduled within 10 days.

COURT ORDER SAYS "WALK THROUGH " IS FIRST - BUT MS. STORY NEED NOT OBEY - I MUST WAIT TO SELL, UNTIL ITS TOO LATE!

Look forward to hearing from you with some possible dates. I have a company that I have used in the past that would accompany Ms. Fenton and video record the walk through so that Mr. Fenton knows that we do not remove any items. We could go on and take items 1-3 since they are very specific and then prepare a list from the walk through. Really Mr. Fenton's choice whether this is necessary or not to have a person record. Just let me know if you want me to get a quote to see what the costs to record the walk through would be?

Thanks,  
Virginia

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

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



**COURT ORDER SAYS "WALK THROUGH " IS FIRST - BUT MS. STORY NEED NOT OBEY - I MUST WAIT TO SELL, UNTIL ITS TOO LATE!**



12-DAYS AFTER DATE IN COURT ORDER - TOO LATE FOR ME TO SELL FOR EXPENSES - WIFE'S FINAL LIST OF PERSONAL PROPERTY!



# Story Abernathy & Campbell

PLLP | AN ASSOCIATION OF ATTORNEYS

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HISTORIC DOWNTOWN  
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136 Fourth Avenue South  
Franklin, TN 37064

OFFICE (615) 790-1778  
FAX (615) 790-7468

\*Licensed in Kentucky

August 23, 2019

*Via email & first-class mail*

Charles M. Duke  
1200 Villa Place, Suite 201  
Nashville, TN 37212

Mitchell Miller  
1200 Villa Place, Suite 200  
Nashville, TN 37212

Re: Fawn Tiffany Fenton vs. Jeffrey Ryan Fenton  
Williamson County Chancery Court No. 48419B

Dear Marty and Mitchell:

Thank you for helping to get the walk-through scheduled. I am hopeful that we can get Mr. Fenton's signature on the listing agreement ASAP so that we can move forward with the auction process as efficiently as possible.

My client put yellow post-it notes on the items that she would like to take from the residence. The only item that was not previously listed and that she tagged was the "gear clock" that is hanging on the brick over the fireplace. Additionally, she noticed that the Sony Bravia 55" TV, sound bar and subwoofer that she requested to take was missing from the residence. This was a gift from her brother. Please ask Mr. Fenton about the location of the TV. In the event that Mr. Fenton has sold the TV, sound bar and subwoofer, we would ask that he provide proof of the sale and documentation as to how much he received.

My client also noted that the dehumidifier equipment that the parties purchased for under the house was also missing. This was purchased a few years ago in order to reduce humidity in the crawlspace. It was a commercial-grade unit and costed several thousand dollars. Please ask Mr. Fenton what he did with this equipment and again, if he sold the equipment, we would ask that he provide proof of the sale and documentation as to how much he received.

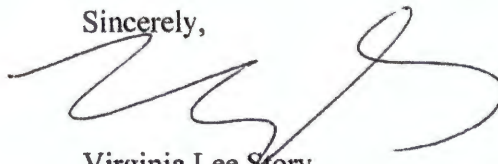
Additionally, my client would like to have the pistol (Glock 9mm, model G-17), the brown blanket with the horse image (this was hers before the marriage), decorative plate in the kitchen with the snakes painted on it (this was hers before the marriage), and the small painting of the Parthenon currently hanging over the laundry closet (this was a gift to her from her family).

Charles M. Duke  
Mitchell Miller  
August 23, 2019  
Page 2

The only item that Ms. Fenton took with her yesterday afternoon was a blue pet-carrier. She will need to rent a truck or U-Haul in order to move the larger items. She would like to do this all in one trip sometime in mid-September. Hopefully, scheduling that will be easier as I understand that Mr. Fenton will be relocating to Michigan by September 1, 2019.

I will be drafting an MDA with the above items and division of proceeds of the equity from the home after payment of the marital debt for your review so hopefully Mr. Fenton will not have to return to Tennessee. As always, if you have any questions or concerns regarding the above, please feel free to contact me.

Sincerely,



Virginia Lee Story  
Attorney at Law

cc: Ms. Fawn Fenton

**I NEVER HEARD OR SAW ANYTHING ELSE ABOUT A "MDA" (MARITAL DISOLUTION AGREEMENT). I BELIEVE THAT CHANCELLOR MICHAEL W. BINKLEY AND ATTORNEY VIRGINIA LEE STORY, DECIDED IN AN EXPARTE' COMMUNICATION, NOT TO EVEN BOTHER OFFERING ME AN MDA, SINCE I NO LONGER HAD COUNSEL TO "PROTECT" ME. CHOSING INSTEAD TO TAG-TEAM ME, DEPRIVE ME OF ALL MY PROPERTY AND RIGHTS, "UNDER THE COLOR OF LAW", WHILE HAVING THE WILLIAMSON COUNTY SHERIFF'S OFFICE CHASE ME OUT OF MY HOME, AND SUBSEQUENTLY MIDDLE TENNESSEE, WITH NO WHERE ELSE FOR ME TO GO!**

**I BELIEVE THAT THEY CALCULATED THAT ONCE MY HOME AND MY MONEY WAS ALL GONE, THEN I WOULD NEVER BOTHER TO RETURN. ESPECIALLY SINCE I WAS ALL BUT GUARANTEED TO NEVER FIND ANY MERCY OR JUSTICE IN THAT COURT, NO MATTER HOW MUCH EVIDENCE I PROVIDED! THEY REFUSED TO EVEN HEAR MY SIDE!**

**THAT WAS WHY I HOPED TO SETTLE THIS OUT OF COURT WITH MY WIFE. SINCE SHE HAD ALREADY FORCEFULLY TAKEN, LIQUIDATED, AND DISBURSED THE WHOLE OF OUR PROPERTY, SAVINGS, AND OUR FINANCIAL INVESTMENTS, DEPRIVING ME OF EVERYTHING WE HAD BUILT TOGETHER AND EVEN SAVED FOR RETIREMENT BEFORE MEETING.**

**TO SEEK ANY LEGAL RESOLUTION, MEANT THAT EITHER HER OR I (OR BOTH) WOULD LOSE MORE, WITH LITTERALLY NOTHING FOR EITHER TO GAIN WITHOUT HURTING THE OTHER. WHICH WERE ALL UNACCEPTABLE OPTIONS TO ME. SO I BECAME WILLING TO FORFEIT ALL THE MONEY, IF WE COULD END THIS THE WAY WE BEGAN, BY OURSELVES, USING FREE COURT FORMS, DROPPING THE BLAME AND THE POWER GAMES, TO PEACEFULLY PART WITHOUT MORE DAMAGES.**

**I LEFT MY "PEACE OFFERING", WHICH THEY TOOK, WITHOUT ACCEPTING THE TERMS OF MY OFFER. WHILE INJURING ME FURTHER BECAUSE THEY COULD, DESPITE EVERY OATH OF OFFICE, LAWS, CIVIL RIGHTS, AND CONSTITUTIONS BY OUR STATE AND OUR COUNTRY!**

**IT WAS ALL ABOUT POWER AND DOMINANCE! PURELY MASOCHISTIC!**

**FOR THIS REASON I MUST SPEAK-UP, LEST ANOTHER PERSON EXPERIENCE WHAT I DID, IN WILLIAMSON COUNTY CHANCERY COURT, UNDER THE PERVERTED PRETENSE OF "JUSTICE"!**

12-DAYS AFTER DATE IN COURT ORDER - TOO LATE FOR ME TO SELL FOR EXPENSES - WIFE'S FINAL LIST OF PERSONAL PROPERTY!

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

FAWN TIFFANY FENTON,  
Plaintiff/Wife,

vs.

JEFFREY RYAN FENTON  
Defendant/Husband

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**Docket No 48419B**

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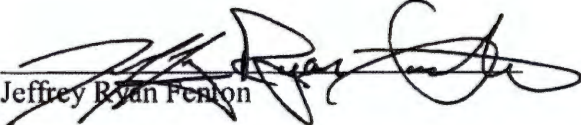
**NOTICE**

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Comes now the Defendant, Jeffrey Ryan Fenton, the undersigned, and provides notice to the Court, and all interested parties, that I will be filing certain documents with the Court and defending myself in a pro se capacity for all matters beginning August 29, 2019, or before.

Charles M. Duke, The Law Offices of Charles M. Duke, PLLC, Mitchell Miller and Schaffer Law Firm, PLLC will no longer represent me in this matter, and I agree to their request to withdraw from further representation of me.

Respectfully submitted,

  
Jeffrey Ryan Fenton

**Judge Binkley and Attorney Story treated me like one of two things were TRUE, when NEITHER were. Either BOTH my Sets of Counsel "FIRED ME" (I initiated both terminations for different reasons):**

- #1 Attorney Brittany Gates**
- #2 Schaffer Law with Attorneys Duke & Miller**

**OR**

**That I'm an egomaniac, who believed that I would be BETTER SERVED by REPRESENTING MYSELF "Pro Se"! NEITHER ARE TRUE! I knew that I would suffer GREATER LOSSES without Counsel!**

**Brittany Gates completely failed to perform so I fired her. Schaffer Law wanted my mom to sign as a "GUARANTOR", since I'm "uncollectible". Instead I agreed to terminate them as soon as I could no longer afford to pay, so they wouldn't get "STUCK". After 8/1, I owed them \$6,000 MORE. I couldn't pay!**

I THOROUGHLY EXPLAINED TO MS. STORY THE BACKGROUND, OWNERSHIP, AND WHAT BECAME OF THE TV & DEHUMIDIFIER

**Jeff Fenton**

**From:** Jeff Fenton <jeff.fenton@live.com>  
**Sent:** Wednesday, August 28, 2019 9:30 PM  
**To:** Virginia Story  
**Cc:** Heidi Macy; Kathryn Yarbrough; Mitchell Miller (mitchell@schafferlawfirmtn.com); Charles M. Duke; elaine.beeler@tncourts.gov  
**Subject:** RE: Fenton vs. Fenton; Williamson County Chancery Court No. 48419B  
**Importance:** High

Hello Ms. Story,

My apologies, but I recently finished writing my response. It is 50 pages long, and I still need to do a final proof read tonight, to make sure that my paragraphs line up with yours, make labels for all my exhibits, and make sure that my paragraph numbers and exhibit lettering matches up between the documents.

I called the Clerk & Master's office a few hours ago, and they said that someone is usually there at 7:30am to time stamp, and accept court filings, and they said that will still give them time for a clerk to deliver them to Chancellor Binkley before his hearings start.

My question is, for hand-delivering your copy tomorrow, would you like for me to bring that over to your office, or just provide it to you in the court room? If you would like me to bring it to your office, I probably can't be there before 8am, because I have a lot for the Clerk & Master to timestamp. I'm not really sure how long it will take them. My question is, what time is someone available in your office for me to provide it to them? And what time is Ms. Fenton meeting at your office, because I don't want to cross paths and violate my Temp OP? If for some reason I can't get there before you have Ms. Fenton scheduled to arrive, please just come up to me in the court room, whenever you peek inside, and I'll hand it all to you. (I've only seen you once, I'm not sure if I will recognize you, but I should be easy to spot, with the donkey I have carrying all my documents.

I apologize for not getting it to you sooner, and I totally understand if we need to postpone or reschedule. It was physically the fastest which I could get it done. Please let me know how you prefer to receive the docs tomorrow morning.

I understand that it is totally up to Chancellor Binkley's discretion whether or not to accept/consider it all. I also understand that it is pretty likely that he may want to delay ruling on your motions until he has had a chance to at least peruse some of my responses, to at least consider my position, experience, and perspective, before making such major rulings in my life.

I understand that the sale of the house is the most time sensitive matter, so I believe that we can probably get that part out of the way tomorrow, as I'm not trying to delay or derail that initiative. (I will need a small extension though in order to vacate in time, for Ms. Fenton to be able to get her stuff after I am gone, and then for Ms. Fenton to facilitate the Auction, which I am fine with, but only providing that I've moved out first.) I'm sure that during your walk-through, Ms. Fenton was pleased and CONVINCED that I am finally MOVING for SURE. I have been working as hard as I can at vacating the property, except that this legal work has hijacked all my time and focus this past week. As Ms. Fenton will attest, with my ADHD and my OCPD, I can honestly only focus on one major project or task at a time. I can do that one task or project well, but I can not multi-task significant or critical projects. My brain isn't wired that way. It is all one project, or another, but never both. So either I can perform a ton of legal research and try to figure out how to "play lawyer", or I can MOVE, but I am absolutely incapable of doing both concurrently. Although my move is really important, there is nothing currently more critical to MY future, than addressing any legal challenges which you initiate, so please just be

I THOROUGHLY EXPLAINED TO MS. STORY THE BACKGROUND, OWNERSHIP, AND WHAT BECAME OF THE TV & DEHUMIDIFIER

aware, that whenever you do, you've just extended the amount of time which I will need to vacate the house by another week or two. I understand that a lawyer can do in a few hours what it takes me a week to do, but at nearly \$20k in legal fees so far (largely of my mother's money), there is no way that I can afford retaining legal counsel any longer, or that I could even justify doing so, simply to wrestle over breadcrumbs. Yet the legal outcome is still critical to me, so I will represent myself to the best of my ability, taking as long or as little time as that requires.

I'm not arguing to keep or remain in the house, at all. I've accepted the move to Michigan, it is only this legal work which is slowing down my move at this point. As Ms. Fenton has probably told you, I'm afraid of heights, and I am absolutely terrified of driving over the Cincinatti bridge. I haven't driven over it myself in over a decade, and the last time that I did, I had a massive anxiety attack and nearly passed out, while driving a U-Haul to bring my grandfather's pool table down to Tennessee (which now I'm going to lose). Ms. Fenton was with me, and surely she can attest that once I cross it (somehow) to move up to Michigan, my legal business here needs to be wrapped-up, so that I won't be required to return. I'll speak with Chancellor Binkley tomorrow to explore my options.

The biggest challenge should this require me to remain here, either because I have not had time to focus on packing and moving, or because of further litigation, is that there is no realistic way for me to vacate the premises for the sale, and it won't be very slightly with boxes stacked everywhere and furniture broke down, to sell while I'm here. Plus I would need additional funds from Ms. Fenton to pay for my utilities and my food (approximately \$1400 per month total), the same as my tenants were paying me, prior to you having them evicted. After transferring the utilities into my name, and since Ms. Fenton is not paying me ANY support currently, I can't survive here for any less than \$1400 per month, unless Ms. Fenton transfers the utilities back into her name, in which case I could make it on a little less. This is just the bare essentials of course.

I checked on Pacer and saw that there has been a lot of activity, with many new documents since the last time that I checked. For the purpose of freeing up my time to finish getting my documents together for court tomorrow, rather than getting sidetracked catching up on reading Ms. Fenton's bankruptcy documents, can you please tell me where matters stand regarding the date which the mortgage companies are requiring the home to be sold by? Last time I read through the documents, her bankruptcy plan had been rejected as of that time, because the banks wanted a hard sell-by date. I know that Ms. Fenton's bankruptcy proposal states six months, which neither of the mortgage companies seem to object to, but they require a hard date to know when that will be by, prior to accepting her plan. If you can let me know how long she has, that will help me prepare for the discussion tomorrow with Chancellor Binkley, as well as know at what point I can trust that the litigation is over, so that I can break down my computer network and focus completely on packing. (I have a complex computer network, all my data is stored on a separate server, once I break-down my network, I won't be able to respond to any litigaton or find any documents, for probably two months, when I have it all set back up in Michigan. Hence, I need to make sure that it is "safe" to break it down, before I begin doing so.) Knowing Ms. Fenton's updated deadline with the mortgage companies, and if you plan on further litigation, would be helpful in determining when I can get serious about packing, which will have a direct impact upon when I can vacate by. I'd like this all to be done as quickly as possible, but I'm not going to get caught "with my pants down". We will need to have some sort of agreement, court order, or understanding, before I can proceed.

Anyhow, I just want you to be aware of the real challenges, despite what litigation is filed. I can only physically move so quickly, and do so many things at once. I want to help you and Ms. Fenton get what you want, I'm not trying to be an obstructionist in any way, but I will need a bit of a cease-fire in order for me to be able to do that, while representing myself, combined with the challenges of my disabilities.

Marty emailed me a couple of questions that you have about a few items of personal property, from your walk-through.

As for the items which Ms. Fenton pointed out inside the home, which she wants, I'm fine with ALL of that.

The Glock 9mm Model-17 pistol, Ms. Fenton took with her when she moved out. If she can't find it, please suggest that she check both of her rifle cases, especially the bottom tier of her newest double rifle case. I know that she filled those spaces up with stuff when moving out, so it could easily be lost in one of those. I specifically remember her taking it

though, and since I've had to clear all the guns out of our home due to the OP, I know that it's not accidentally sitting somewhere in the gun vault or around our home. I also know that my friend who is storing my guns, checked them each in, and there was only one Glock, that being my .40 caliber.

The first time that Marty forwarded a question from you regarding the 9mm Glock, it looked as though Ms. Fenton wants the RECEIPT, not that she is missing the gun itself. So I'm unclear which it is at this point, but I don't have the gun, I specifically remember Ms. Fenton taking it with her, and I searched all over for the receipt, and I can't find that anywhere either. So I'm sorry not to be able to help in either of those regards. I would if I could. Firearms are a part of the legacy of both of our lives, I would never try to cheat her on such a thing.

**As for her interest/concerns regarding the TV and the Dehumidifier:**

First of all, the TV/Sound Bar was MOSTLY a gift from Ms. Fenton's family (we contributed around \$400 towards them, between a marital property check which Fawn wrote, to help pay for the soundbar, and some cash of mine leftover from my Duplex rents, because I wanted an upgraded model TV from the one which Ms. Fenton's brother Mark was offering to purchase us for Christmas.) **Mark had a hard budget in his mind of paying \$1,000, so I paid Mark the difference to purchase a better TV,** which later on Mark also liked better, so when he returned to LA, he purchased the model which I selected for himself also.

**So the "gift" portion of the TV, made it 50/50 marital property, despite whose family provided the gift, as it was given to us both equally,** but the non-marital cash which I chipped in for the upgrade, actually made that TV more mine than Ms. Fenton's. (Mark later gave Ms. Fenton a \$2,500 rifle for her Christmas present, independent of me.)

**As for the soundbar, that was primarily a gift to ME from Ms. Fenton's mother (Diane).** Diane always likes to give extravagant gifts (my family never had the money for that), but Diane usually has no clue what to get me, and I am pretty picky, so honestly I am hard to purchase for. So on a couple of occasions, like when we were talking about a new iPhone that was released and I mentioned me planning to upgrade, Diane jumped on the opportunity to purchase it for me for Christmas, even though Christmas was months away, simply because it was within her price point, and she had the opportunity to know exactly what I wanted. (Instead of sending me cash or buying me something which I didn't want, which we also did a number of times.)

**The Soundbar with the TV was the exact same thing.** After purchasing the TV at Best Buy, Mark kept looking at the TV A/V equipment they had on sale, and found a TV/Soundbar combo, where you could purchase a decent soundbar also made by Sony, for a couple hundred dollars off, if you purchased it in conjunction with the TV we had purchased the day earlier. **Mark got all excited about this combo, and got me interested in it, then Diane asked if that was what I would like for Christmas, and if so she would chip in a few hundred dollars, if Ms. Fenton and I paid the rest (which I think was about \$225 out of our pocket.)** So Mark, Diane, Ms. Fenton, and I all went back to Best Buy (after dining out together), had them return the TV from the day before, then repurchased the combo with the soundbar, Mark's contribution remained the same, Diane chipped in I think around \$300, and I believe that we contributed around \$225 (of marital funds) to complete the purchase.

**So though there was around \$225 of "marital property" money in that purchase, it was primarily purchased as a Christmas present for ME, from Diane.** (Ms. Fenton got a load of other stuff from Diane for Christmas, as always.)

**Anyway, the bottom line is, regardless of whose family GAVE the gift, it was "marital property", and more-so MINE than Ms. Fenton.**

Ms. Fenton and I did discuss her potentially getting the TV, in different discussions we had about settlement offers and property divisions, but as we all know, none of those agreements were fully executed (which my \$20k in legal fees currently attests to).

Ms. Fenton knew that we reduced her temporary support from for my consumables from \$1000 per month to \$500 per month, before the end of last year, thinking that I was moving to Michigan to live with my mother. However after Ms. Fenton refused to put our verbal settlement agreement into writing, halting my move to Michigan, she never increased my temporary support back up to the \$1,000 per month which I truly need (at a minimum) to meet my basic needs here. Consequentially, Ms. Fenton knew that I had a negative cash-flow of about \$500 per month, for around six months, before I finally got roommates to cure both my negative cash flow, as well as Ms. Fenton's. (Ms. Fenton told me that she had a negative cash-flow at that time, of between \$400 - \$500 per month.) Of the \$1,400 per month of rents which I received, I told Ms. Fenton that she could discontinue paying me \$500 per month for my consumables (which should have made her cash-flow right there.), plus I also transferred all the utilities for our home into my name, even though Ms. Fenton had agreed via email, that I didn't need to, since saving the \$500 per month was plenty acceptable for her, for the time-being. Yet I felt bad, having a TINY bit of cash in my pocket for once, and I transferred all the utilities into my name(which is approximately \$400 per month during the summer), even not needing to do so per Ms. Fenton.

At that point, of my \$1,400 per month in rents, Ms. Fenton was receiving \$900 per month in financial relief, and should have been financially in the black by \$400 - \$500 per month. (Which is why I'm pretty darn sure that her bankruptcy is a scam, as her father also tried to get us to do that, leaving \$100k of debt in MY name.)

Anyhow, I sold the TV for \$1k cash, before I got roommates, just to meet my basic needs, due to my monthly shortfall. Marty mentioned you wanting to see a receipt for that, but I don't have one. I've never kept receipts for personal property which I've SOLD, only for that which I've PURCHASED. The only exception is firearms, which I always keep a paper record of, just in case the firearm is used in a crime later on, so that "the paper trail doesn't stop at ME", which I read about somewhere.

When I sold the TV, we didn't have any pending litigation, we weren't under any restraining orders, so it was all perfectly legal. It was just a quick cash item to sell, to help me buy food, meds, and gas. The idea being to simply exchange what I have for what I needed to survive. Which was the same idea later with getting roommates. I exchanged bedrooms and space which I had, for the money which both Ms. Fenton and I needed, to cash-flow ever month. Unlike Ms. Fenton, I do not possess credit lines with thousands of dollars of credit, to take up the slack when I don't cash-flow. I've borrowed way more money from my mother than I'll ever be comfortable with, but there were seasons when I absolutely refused to borrow any more from her, and I told Ms. Fenton that was one of those seasons, when I would instead sell whatever I needed to survive.

As for the dehumidifier, it is a commercial unit, which I love, but it didn't cost nearly as much as Ms. Fenton told you. I saw the receipt for it the other day, as I was sifting through my scanned receipts, and the dehumidifier itself was \$2,100, when it was new, about 5 years ago. Ms. Fenton had already told me when I was moving to Michigan previously, that I could take it with me to use in my mother's small damp basement, since that was now going to be MY BEDROOM! Furthermore, the dehumidifier was completely purchased on MY CREDIT card, so if Ms. Fenton would like to split the approximately \$100k of MARITAL DEBT, which WE abandoned in my name (thanks father-in-law), though creditors and judgments are still chasing me, then I will be happy to call it "marital property". Otherwise, that dehumidifier was MINE.

Additionally, the dehumidifier was a free-standing unit. It was never plumbed-in, nor was it ever directly wired-in, nor attached to any duct work. Hence it never became an "appurtenance", converted from "personal property" into part of the "real property". So I was free to do with it, whatever I wanted.

**Either way, I sold it to my mom for \$1,000. I don't believe that any of our personal property (except firearms) will retain more value than 50% of it's initial cost, when reselling it. (Especially at an auction!)**

By the way, did the auctioneer provide you with an estimate, of what he believes our home might auction for? I have a lot of experience in real estate, but none in regards to auctions, except for one foreclosure auction, where I lost \$90k in



I THOROUGHLY EXPLAINED TO MS. STORY THE BACKGROUND, OWNERSHIP, AND WHAT BECAME OF THE TV & DEHUMIDIFIER

equity, when my duplex foreclosed, was purchased, and resold just three months later (investing less than \$5k in improvements) for a \$90k profit! That hurt us both!

Thank you . I'll see you tomorrow in court. Have a great night!

Jeffrey R. Fenton (Pro Se)  
1986 Sunnyside Drive  
Brentwood, TN 37027  
(615) 837-1300

Docket No: 48419B  
Fenton v. Fenton

FAWN TIFFANY FENTON vs JEFFREY RYAN FENTON  
08/29/2019

MS. STORY LIED ABOUT EVERYTHING I EXPLAINED IN MY EMAIL THE NIGHT BEFORE, CLAIMING IT WAS IN MY PRO-SE FILING, FOR NO REASON OTHER THAN TO HARM ME! SHE LATER OBTAINED A FEDERAL BANKRUPTCY COURT ORDER TO SUPERSCEDE MY "PROTECTED INCOME AND ASSETS" PER TENNESSEE LAW, TO SELL OR DISCARD WHAT SHE FORCED ME TO LEAVE BEHIND!

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MS. STORY: So he's got to be out for them to get this place ready to go.

THE COURT: All right. What date do you suggest?

MS. STORY: I have seen correspondence where he said September 1st. Now he's saying he can't. So I would suggest September 3rd, which is next Tuesday. And I would like the Order to reflect that the Williamson County sheriff's department will accompany him. And at this point --

THE COURT: You mean off the property?

MS. STORY: Off the property. And I don't think he needs to take any property.

What he did, Your Honor, in this response he filed, they had a TV that -- a Sony TV, a big screen, that my client's brother had given her. He now tells me in this response that he sold it for \$1,000. And then the other thing, there was a dehumidifier in the basement that was like a \$2,500 to 3,500 dehumidifier for moisture. He sold that. So if you let him take anything out at this point it's going to be sold and he's dissipating marital assets, which would be in violation of the restraining order.

And at this point Mr. Anderson, he can tag everything, they can video everything. We will

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FAWN TIFFANY FENTON vs JEFFREY RYAN FENTON  
08/29/2019

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1 you how it, works. Once I put a Court order down, I  
2 really expect people to obey it.  
3 MR. FENTON: Yes.  
4 THE COURT: And so the only way a judge  
5 can enforce a Court order if someone refuses to do it,  
6 and we're seeing it more and more, people are doing  
7 what they want to do and not really paying attention  
8 to a Court order. And I'm taking the time to tell you  
9 this because I don't want you and me to have problems  
10 with this.  
11 MR. FENTON: No.  
12 THE COURT: And let me tell you, my  
13 personal feeling is, as a judge, a judge who does not  
14 back up his or her Court order is worthless.  
15 Now, if you have a reasonable excuse for  
16 disobeying an order, I will certainly hear it. And  
17 the last thing I want to do is put someone in jail for  
18 violating an order.  
19 MR. FENTON: Yes. And that's the last  
20 thing I want, too.  
21 THE COURT: Sure. Right. And so you and  
22 I have an understanding. And so you don't know me but  
23 I do mean what I say.  
24 MR. FENTON: I believe that.  
25 THE COURT: Okay. Good. And so we can

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1 dispense with the rest of that.  
2 MR. FENTON: And just as a question, were  
3 we saying that I disobeyed the Court order? Because I  
4 had --  
5 THE COURT: No, no, we don't have  
6 anything like that really in front of us but --  
7 MR. FENTON: Okay.  
8 THE COURT: But let me tell you what I'm  
9 going to do here because we have to get moving.  
10 MR. FENTON: Right. Can I still tell a  
11 little bit of my side before you rule on all of that?  
12 THE COURT: Briefly.  
13 MR. FENTON: Okay. So basically on my  
14 side, the narrative that has been brought to the Court  
15 so far is completely fraudulent about my person, about  
16 who I am, about me being violent. All of this stuff.  
17 The documentation that I provided you with shows that  
18 my wife is a highly skilled handgun instructor who  
19 owns assault weapons, has 5,000 rounds of ammunition  
20 under her bed. I mean, she is trained by the NRA,  
21 certified by the State of Tennessee to do rape  
22 prevention, pepper spray, everything. So the whole  
23 guise of feeling physically endangered was not -- she  
24 tried to do that with her first attorney --  
25 THE COURT: We're not dealing with that

Page 12

1 today.  
2 MR. FENTON: I know. But that's  
3 basically the tone under which everything else is laid  
4 and that's --  
5 THE COURT: I practiced law for 35 years.  
6 Long, hard years in the trenches.  
7 MR. FENTON: Right.  
8 THE COURT: I am trained to separate  
9 things in my mind that are important --  
10 MR. FENTON: Okay.  
11 THE COURT: -- and things that are  
12 unimportant. And I'm not trying to be rude to you,  
13 but you've got to trust me here. If you were a  
14 lawyer, I would be telling you the same thing. I  
15 would be saying, "Lawyer, that's not relevant to me  
16 right now."  
17 MR. FENTON: Right.  
18 THE COURT: I don't really care about all  
19 that. That's for another day. But let me just tell  
20 you this.  
21 MR. FENTON: Okay.  
22 THE COURT: These are real easy issues.  
23 I have got to put an order down for you to be out of  
24 that house.  
25 MR. FENTON: I understand that.

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1 THE COURT: On September 3rd.  
2 MR. FENTON: Can I speak a little more  
3 first?  
4 THE COURT: No.  
5 MR. FENTON: I can't be out that quick,  
6 Your Honor. Everything that I own is left in personal  
7 property. To say that I just take my clothes and lose  
8 everything I've owned all my life is not fair. That  
9 is not at all fair. And I don't mean to be hard. I'm  
10 willing to do things as quick as possible, but I  
11 cannot possibly move out without a two-week's time to  
12 do it. And I need to have some time where I know that  
13 there is not going to be anymore litigation for a  
14 while because I can't -- with the ADHD -- and one of  
15 the things I provided you is something from my  
16 psychiatrist on the different disorders I have, but I  
17 cannot physically do -- be a lawyer, play a lawyer,  
18 and packing at the same time. For example, that's --  
19 THE COURT: Sir, I respect that. But we  
20 all have burdens.  
21 MR. FENTON: Well --  
22 THE COURT: Let me talk. We all have  
23 burdens. Everybody in this room has things going on  
24 in their lives to one extent or another, just like you  
25 do.

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1 MR. FENTON: Right.

2 THE COURT: I can't make excuses for

3 that. Listen to what I'm saying. I don't want you

4 and I to get crossways with each other. We have to

5 get a date set. I'm not going to make it two weeks.

6 MR. FENTON: Well, originally we had said

7 the 45th, and that's when I understood that date that

8 I had to be out. And I never communicated with her

9 anything other than that. You had said 30 days for my

10 roommates and that's what I always thought it was.

11 And originally my understanding was I was staying

12 there while I was selling the property so I could stay

13 there till closing. Now, I understand that's not my

14 preference and I understand it's not their preference.

15 I'm willing to do that different, but I need to

16 have -- I have 3,000 square feet of stuff.

17 THE COURT: What about another day in

18 September? The first week in September?

19 MS. STORY: And, again, we're not going

20 to dispose of any of his personal items.

21 THE COURT: They're not taking anything

22 out of there. Do you understand that, sir?

23 MR. FENTON: My understanding is --

24 THE COURT: Whoa, whoa.

25 MR. FENTON: No, I don't understand.

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1 THE COURT: Your personal property. Your

2 clothes. Personal property being like your watch.

3 MR. FENTON: Furniture. That's all.

4 THE COURT: No.

5 MR. FENTON: We already agreed when me

6 and my wife split it up that the house was mine. What

7 she came and tagged is hers.

8 THE COURT: This isn't working. What you

9 want to do is be a lawyer.

10 MR. FENTON: No, I don't. I can't afford

11 a lawyer.

12 THE COURT: I'm talking right now. This

13 is not a barroom. I have to maintain order.

14 MR. FENTON: Uh-huh.

15 THE COURT: I don't want you to get your

16 feelings hurt, but if you get your feelings hurt,

17 that's your business. I have got to maintain the

18 integrity of this hearing. You need to quit

19 interrupting me. And I'm going to make a ruling and

20 you're going to have to stick with it.

21 MR. FENTON: Yeah.

22 THE COURT: All right? You are going to

23 have to.

24 We are not touching any of the furniture

25 and furnishings. You are to tag the items that you

Page 16

1 would like to have. Go buy some little tags, you

2 know.

3 MR. FENTON: But I wanted to take them

4 with me so I'm only going over the bridge one time.

5 That's what I was saying.

6 THE COURT: Well, I know that you would

7 like to do that but we're not doing that. Okay?

8 That's not the fair way to do it. And I'm not going

9 to sit here and explain to you why it's not because

10 it's part of the law that you assume when you stand up

11 and start representing yourself. Assume that you

12 know.

13 MR. FENTON: Okay. Then I would

14 rather --

15 THE COURT: I can't talk while you're

16 talking.

17 MR. FENTON: Okay. I'm sorry. I would

18 rather stay in the house during the auction with that

19 being the case. But the only reason I was going to

20 leave ahead of time --

21 THE COURT: You're not going to stay in

22 the house.

23 MR. FENTON: I'm not going to stay in the

24 house?

25 THE COURT: No, sir. You're going to

Page 17

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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FAWN TIFFANY FENTON vs JEFFREY RYAN FENTON  
08/29/2019

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1 If you're not out, the sheriff will escort you off the  
2 property. Do you understand that?  
3 MR. FENTON: Yeah.  
4 THE COURT: Number two, you are not to  
5 take with you any furniture, any furnishings, anything  
6 like that. All of that is going to remain in the home  
7 for now. You are to tag the items that you would like  
8 to have. That doesn't mean you're going to get them,  
9 but that you -- may I finish, please?  
10 MR. FENTON: Uh-huh.  
11 THE COURT: Is that a yes?  
12 MR. FENTON: Yes, sir.  
13 THE COURT: You are to tag the items that  
14 you would like to have.  
15 MR. FENTON: Uh-huh.  
16 THE COURT: In addition, you're to sign  
17 this contract today.  
18 MR. FENTON: On the last Court Order you  
19 said that I could take my stuff with me after the  
20 ten-day walkthrough. That's what your last Court  
21 Order said, and I would like to be able to do that.  
22 THE COURT: The day that you leave or  
23 that you have -- you have between now and  
24 September 3rd to get your personal items and you out  
25 of there.

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1 MR. FENTON: Yeah.  
2 THE COURT: Do you understand that? Your  
3 personal items, sir. You're not stupid. Listen,  
4 please. Your personal items are your clothes, your  
5 personal jewelry, and that's it.  
6 MR. FENTON: My bed or my furniture?  
7 THE COURT: No, sir. I'm going to say it  
8 for the third time. No furniture, no furnishings, no  
9 nothing.  
10 MR. FENTON: That's not what you said in  
11 the last order.  
12 THE COURT: Sir, you're not paying  
13 attention. You're not listening to what has happened.  
14 You're not paying attention to anything. And I'm not  
15 going to spend three or four hours here at the -- just  
16 trying to be nice to you and go through everything  
17 again. I'm just not going to do that. You're  
18 expected to know all of this.  
19 Now, you're choosing to represent  
20 yourself. There's not a thing that I can do about  
21 that.  
22 MR. FENTON: I --  
23 THE COURT: Excuse me. I'm talking.  
24 When you choose to represent yourself,  
25 you take it upon yourself to know all of the rules,

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1 the law, everything.  
2 Now, that doesn't sound fair but that's  
3 part of why we have to do it. We can't sit here and  
4 be your lawyer for you and start explaining things to  
5 you.  
6 MR. FENTON: Okay.  
7 THE COURT: I will try to be as  
8 accommodating and as nice to you as I possibly can. I  
9 don't think you're accepting that very well.  
10 MR. FENTON: I'm not trying to be  
11 stubborn.  
12 THE COURT: You're trying to fuss with me  
13 and argue with me and that's not what we're going to  
14 do today.  
15 MR. FENTON: I'm not trying to fuss and  
16 argue with you. It's not what I understood your last  
17 order to be.  
18 THE COURT: I'm going to go over it one  
19 more time.  
20 MR. FENTON: I heard you.  
21 THE COURT: No. I don't want there to be  
22 any misunderstanding because you have interrupted me  
23 several times.  
24 MR. FENTON: Can I say one thing?  
25 THE COURT: No. Listen. Don't try my

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1 patience.  
2 MR. FENTON: I'm not trying to.  
3 THE COURT: Yeah, you are.  
4 MR. FENTON: No, I'm not.  
5 THE COURT: Well, quit being rude. This  
6 is what we're doing. You're going to sign this  
7 contract now. Give it to him, Ms. Story.  
8 You are to be out of the house. Do not  
9 take any furniture, furnishings, or anything. But  
10 you're to be out September 3rd at noon. The only  
11 thing you can take with you -- I'm saying this for the  
12 fourth time because I don't want there to be a  
13 misunderstanding. This is going to be a court order.  
14 Now, items that you would like to have, that doesn't  
15 mean you're going to get them, tag them. Put a tag on  
16 them. Go to the 5 and 10 store, get some red tags,  
17 whatever, and say I want this. Post it. Or just put  
18 "H" on it, or something like that. Just commonsense.  
19 Wait a minute. I'm not through.  
20 There will be a deputy there to make sure  
21 that you followed the Court Order and do what you're  
22 supposed to do. That means -- let me finish. You  
23 keep wanting to interrupt. You're not listening to  
24 what I'm saying. You're thinking about what you're  
25 going to tell me. And then I don't want you coming in

MS. STORY LIED ABOUT EVERYTHING I EXPLAINED IN MY EMAIL THE NIGHT BEFORE, CLAIMING IT WAS IN MY PRO-SE FILING, FOR NO REASON OTHER THAN TO HARM ME! SHE LATER OBTAINED A FEDERAL BANKRUPTCY COURT ORDER TO SUPERSCEDE MY "PROTECTED INCOME AND ASSETS" PER TENNESSEE LAW, TO SELL OR DISCARD WHAT SHE FORCED ME TO LEAVE BEHIND!

FAWN TIFFANY FENTON vs JEFFREY RYAN FENTON  
08/29/2019

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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.

Page 23

1 MR. FENTON: Okay.  
 2 THE COURT: All right. What else,  
 3 Ms. Story?  
 4 MS. STORY: That'll do it. We can  
 5 account for the items he sold at a later time and  
 6 address that.  
 7 MR. FENTON: Can I make a comment about  
 8 those, Your Honor?  
 9 THE COURT: No.  
 10 MR. FENTON: That is before this was in  
 11 Court.  
 12 THE COURT: No, sir. I'm sorry. I've  
 13 got to have a tight rein on this case. I knew that  
 14 there were going to be problems at the beginning and  
 15 I'm going to keep a tight rein and whatever I need to  
 16 do to maintain the integrity of these Orders to  
 17 maintain the integrity of this lawsuit, and for you to  
 18 understand what your role is as a litigant  
 19 representing themselves. I'm going to have to keep a  
 20 tight rein on you. I would love to be nice --  
 21 MR. FENTON: I'm not --  
 22 THE COURT: Let me finish. Let me  
 23 finish.  
 24 That would be much easier but you won't  
 25 let me do it. So anything else, Ms. Story?

Page 24

1 MS. STORY: Since he probably will be  
 2 moving to Michigan, I would be amenable to him  
 3 attending the final hearing by telephone if he doesn't  
 4 want to drive back. And I can tell you, I will try to  
 5 accommodate him in any way I can.  
 6 THE COURT: I know you will. You already  
 7 have.  
 8 MS. STORY: And, also, the order probably  
 9 needs to say that Ms. Fenton can execute any other  
 10 documents that need to be executed because he might  
 11 not be here to sign anything, that Mr. Anderson might  
 12 need signed. So I would like to be able to put that  
 13 in the Order.  
 14 THE COURT: All right. Then if you'll  
 15 prepare the Order, that'll take care of us. That's  
 16 what we're doing. That's the Order of the Court.  
 17 Thank you very much.  
 18 (Proceedings were adjourned at 11:44 a.m.)  
 19  
 20  
 21  
 22  
 23  
 24  
 25

Page 25

1 REPORTER'S CERTIFICATE  
 2 I, Emily L. Sipe, Court Reporter and Notary  
 3 Public, do hereby certify that I recorded to the best  
 4 of my skill and ability by machine shorthand all the  
 5 proceedings in the foregoing transcript, and that said  
 6 transcript is a true, accurate, and complete  
 7 transcript to the best of my ability.  
 8 I further certify that I am not an attorney  
 9 or counsel of any of the parties, nor a relative or  
 10 employee of any attorney or counsel connected with the  
 11 action, nor financially interested in the action.  
 12 SIGNED this 18th day of September 2019.  
 13  
 14 *Emily L. Sipe*  
 15  
 16 Emily L. Sipe, RPR, LCR  
 17 Tennessee LCR No. 608  
 18 Expires: 6/30/2020  
 19  
 20  
 21  
 22  
 23  
 24  
 25

RECEIVED BY  
Judge Chambers  
Date 8-29-19

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE  
AT FRANKLIN

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

No. 48419B

2019 AUG 29 PM 2:34  
FILED FOR ENTRY 8-29-19

**ORDER FROM AUGUST 29, 2019 HEARING**

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

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

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

MS. STORY LIED ABOUT EVERYTHING I EXPLAINED IN MY EMAIL THE NIGHT BEFORE, CLAIMING IT WAS IN MY PRO-SE FILING, FOR NO REASON OTHER THAN TO HARM ME! SHE LATER OBTAINED A FEDERAL BANKRUPTCY COURT ORDER TO SUPERSCEDE MY "PROTECTED INCOME AND ASSETS" PER TENNESSEE LAW, TO SELL OR DISCARD WHAT SHE FORCED ME TO LEAVE BEHIND!

9

MS. STORY LIED ABOUT EVERYTHING I EXPLAINED IN MY EMAIL THE NIGHT BEFORE, CLAIMING IT WAS IN MY PRO-SE FILING, FOR NO REASON OTHER THAN TO HARM ME! SHE LATER OBTAINED A FEDERAL BANKRUPTCY COURT ORDER TO SUPERSEDE MY "PROTECTED INCOME AND ASSETS" PER TENNESSEE LAW, TO SELL OR DISCARD WHAT SHE FORCED ME TO LEAVE BEHIND!

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

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



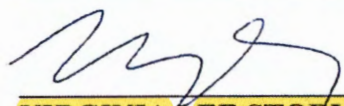
BACK BEFORE I UNDERSTOOD THE "APPROVED FOR ENTRY" PROCESS OF "PROPOSED" ORDERS VS. "AGREED ORDERS"

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

ENTERED on this 29<sup>th</sup> 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](mailto:virginia@tnlaw.org)

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

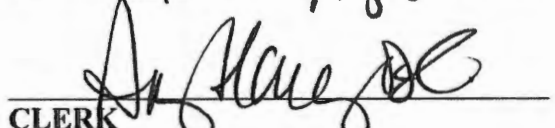
**CERTIFICATE OF SERVICE**

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 29<sup>th</sup> day of August, 2019.

  
VIRGINIA LEE STORY

**CLERK'S CERTIFICATE OF SERVICE**

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

  
CLERK

**Jeff Fenton**

---

**From:** Jeff Fenton  
**Sent:** Friday, August 30, 2019 2:48 PM  
**To:** Virginia Story; Heidi Macy; Kathryn Yarbrough  
**Cc:** elaine.beeler@tncourts.gov  
**Subject:** Miscommunication Yesterday  
**Attachments:** 2019-08-29 COURT ORDER.pdf

Hello Ms. Story,

I just had the Clerk's and Master's Office send me a copy of the court order from yesterday.

Apparently there was a miscommunication somehow, between when you spoke about the TV and the Dehumidifier, where Chancellor Binkley understood your comments about me selling the them, to have occurred during the Restraining Order Statutory Injunction, which is not at all correct. This was months before.

It looks like that is what upset the Chancellor, and caused him to change his ruling to forbid me from taking any of my personal property with me when I move.

As I don't believe that was what you were alleging, and I know that isn't what happened, how do we get this cleared up, so that I can take my personal property with me, so that I can move to Michigan, as planned?

This seems to all be about a simple misunderstanding, more so that favoritism, as I thought. I just couldn't rationalize any other reason for such drastic changes in the order.

How do we fix this quickly so I can leave?

I've done nothing against the Statutory Injunction at all. If anything, a little bit of money could arguably be kept from my final proceeds.

Please advise, I want to get packing, but I legally can't.

Thanks.

**JEFF FENTON**  
**METICULOUS.TECH**

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

TECHNICAL CONSULTING, SERVICES, AND SUPPORT  
WHEN IT'S WORTH DOING RIGHT™  
SUBMIT OR RESPOND TO A SUPPORT TICKET HERE  
A DIVISION OF METICULOUS MARKETING LLC

**This was BEFORE I understood about PROPOSED ORDERS and AGREED ORDERS, or had any idea that the "PREVAILING" Counsel WROTE THE COURT ORDER. Or understood that in Williamson County "PRO SE" Litigants aren't allowed to PARTICIPATE in the PROPOSED/AGREED ORDER PROCESS (as they are in some other Tennessee Judicial Districts), to submit corrections, or draft an alternative PROPOSED ORDER for the Judge to consider before ENDORSING and EXECUTING EITHER, thereby making it essentially LAW!**

**Ms. Story INTENTIONALLY TOLD the OPPOSITE OF THE TRUTH in COURT (which I believe is PERJURY), while after Court she WROTE THE COURT ORDER (unbeknownst to me then), slamming me for the very fault SHE PURPOSEFULLY MISLEAD the Court about, while (at the same time) she INSISTED in emails with me, that the SAME FAULT mentioned in the Court Order (WHICH SHE WROTE), wasn't really the CAUSE of the UNREASONABLY HARSH JUDGMENT. Claiming it caused me NO PREJUDICE whatsoever!**

**That's NOT just PERJURY and a violation of EVERY OATH OF OFFICE, it is also FRAUDULENT CONCEALMENT, HORRIBLY MALICIOUS LITIGATION, DEPRIVATION OF RIGHTS UNDER COLOR OF LAW, and I believe JUDICIAL COLLUSION & CORRUPTION!**

THERE IS NO WAY, I CAN UNDERSTAND THIS, EXCEPT TO CONCLUDE THAT MS. STORY IS ABUSING ME, TO DOMINATE ME, FOR FUN!

**Jeff Fenton**

**From:** Virginia Story <virginia@tnlaw.org>  
**Sent:** Friday, August 30, 2019 3:36 PM  
**To:** Jeff Fenton; Heidi Macy; Kathryn Yarbrough  
**Cc:** elaine.beeler@tncourts.gov  
**Subject:** RE: Miscommunication Yesterday

Mr. Fenton,

The transcript will reflect that we had no verification of a date that you sold the property and there was no prejudice to you whatsoever as you had just mentioned this in your multiple page pleadings that you filed on the morning of the hearing 8/29/19.

You are welcome and should provide proof of when you sold the TV and dehumidifier as this will be addressed at the final hearing.

The Judge made the decision that you will take personal clothing, your jewelry and toiletries/medication only. He went over that several times with you.

You were not able to complete certain tasks in order to have the house ready for the auctioneers and at this point we will just have to store the items that you tag that you would like.

Remember whatever the storage fee is you will most likely have to pay out of your share of the proceeds so do not tag anything that you want the auctioneer to sale please. The more you sale the less you have to haul to Michigan. The proceeds from the sale of the real property and the proceeds from the sale of the furniture will be deposited into the clerk's office for save keeping.

Please note that our office is closed Monday for a holiday so we appreciate your not emailing after office hours which are 8 to 5 pm.

Thanks,  
Virginia



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

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WILLIAMSON COUNTY  
 CLERK & MASTER

2019 SEP 20 PM 3:40

FILED FOR ENTRY

<b>State of Tennessee</b>	<b>Court</b> (Must Be Completed) <b>CHANCERY COURT</b>	<b>County</b> (Must Be Completed) <b>WILLIAMSON COUNTY</b>
<b>Protected Income and Assets</b> (Affidavit of Claim Exemptions)		File No. <u>48419B</u> <small>(Must Be Completed)</small> Division <u>FRANKLIN</u> <small>(Large Counties Only)</small>
Plaintiff/Creditor <u>FAWN TIFFANY FENTON</u> <small>(Name: First, Middle, Last of person/company that filed lawsuit)</small>		
Defendant/Debtor <u>JEFFREY RYAN FENTON</u> <small>(Name: First, Middle, Last of the other person)</small>		

This Protected Income and Assets form is:  New/First time filed       Changed/Modified

You may use this form to tell the court about any income, property, or benefits that are protected from sale or seizure (garnishment) under state or federal law. You should file this form for each judgment you have against you.

You may have to pay a filing fee. Can't afford the fee? Ask the court clerk for a paper called a Request to Postpone Filing Fees and Order (Uniform Civil Affidavit of Indigency). Or go on the internet to [www.tncourts.gov](http://www.tncourts.gov) or [www.justiceforalltn.com](http://www.justiceforalltn.com) to get the form.

Fill out the form. Make a copy for each judgment against you **before you write in the file number and before signing the form.** Sign each copy. You can update this form if you need to protect new property. You must file an update for all unpaid judgments against you.

**IMPORTANT! You can protect up to \$10,000.00 worth of personal property (lines 1-6), and only up to \$1,900 for line 7.**

Some things are automatically protected. You do not have to list them below, such as: your family's clothing and suitcases or trunks where the clothing is stored, family portraits and photographs, the family bible and schoolbooks.

① I am the Defendant/Debtor in the court case listed above. I live in Tennessee and I claim that the following items are protected from garnishment. (TCA §§ 26-2-103 and 26-2-114). This personal property exemption right is in addition to certain items that are automatically exempt by law and do not need to be included in my \$10,000 total, including funds on deposit in checking and/or savings accounts at:

[Redacted]  
 Name of Bank

consisting solely of Social Security, SSI, Unemployment, Workers Comp, AFDC/Families First, Veteran's benefits, alimony or child support, and/or state, federal or city pension.

Item	Describe	Value: <b>\$1,850</b>
1. <b>Car, truck, or other vehicle</b>	2003 BUICK LESABRE (WHITE) 4D	\$ 1,800
	VIN: 1G4HR54K43U236502	

CAR COVER	TAN COVER MADE FOR LESABRE	\$ 50.00
<b>2. Furniture/Electronics</b>		<b>\$ 3,535</b>
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
<b>MANFROTO TRIPOD</b>	<b>FREE FLOATING FOR VIDEO</b>	<b>\$ 100</b>
MOULTRIE 180I	GAME CAMERA w/ EXT BATTERY	\$ 100
CYBERPOWER UPS(S)	MISC UNINTERRUPTIBLE POWER SUPPLIES & SURGE PROTECTORS	\$ 150

<b>3. Household goods</b>		<b>\$ 3,320</b>
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
<b>DEHUMIDIFIER</b>	<b>SANTA FE "MAX DRY" 155</b>	<b>\$ 1,000</b>
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

<b>4. Bank Accounts</b>	<b>Bank Name</b>	<b>Balance</b>
NONE OTHER THAN LISTED ON PAGE-1	N/A	N/A
<b>5. Other</b>		<b>\$ 1,180</b>
SENEGAL PARROT	PET BIRD NAMED "KIWI"	\$ 100
██████████	██	██████
████████████████████	██	██████
████████████████████	████████████████████	██████
████████████████████	████████████████████	██████
SUREFIRE FLASHLIGHT	MODEL G2 CENTURION LED LGT	\$ 30
<b>6. Cash</b>		<b>\$ 107</b>
<b>7. Tools of the Trade (Things I need to earn a living)</b>		<b>\$1,900</b>
CABLE MODEM	MOTOROLLA (MODEL MB8600)	\$ 50
ROUTER & ACCESS PT	(2) ASUS (MODEL AC1900)	\$ 100
UNINTERRUPTIBLE POWER SUPPLY	(2) CYBERPOWER (MODEL 1500PFCLCD)	\$ 100
DELL 24" MONITORS	MODELS SP2309W & ST2320L	\$ 100
DELL OPTIPLEX 380	DESKTOP COMPUTER (WIN-7)	\$ 150
DELL OPTIPLEX 755	DESKTOP COMPUTER (WIN-XP)	\$ 100
HP PAVILION HPE-500Y	DESKTOP COMPUTER (WIN-10)	\$ 150
DVI KVMP SWITCH	ATEN CUBIQ (MODEL CS1644)	\$ 50
MULTIMEDIA SPEAKER	HARMAN KARDON SOUNDSTICKS	\$ 50
FUJITSU SCANNER	SCANSNAP IX500 DUPLEX DOC	\$ 150
BROTHER LABEL MKR	P-TOUCH PRO XL	\$ 60
WIRELESS HEADSET	PLANTRONICS (MODEL CS351N)	\$ 30
CORDED HEADSET	PLANTRONICS (MODEL T20RA)	\$ 30
DESKTOP TELEPHONE	PAN 4-LINE (MODEL KX-TG4000B)	\$ 50
NETWORK PRINTER	RICOH AFICIO LASER (SPC410DN)	\$ 350
AUSU NOTEBOOK	ASUS MODEL 305C	\$ 150
SHREDDER & TRASH	PAPER SHREDDER& TRASH CANS	\$ 30
WD PASSPORT & BOOK	USB BACKUP DRIVES	\$ 100
DELL POWER EDGE	SC1420 SERVER (WINDOWS 2003)	\$ 100

② **Read below then sign:**

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

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

Defendant/Debtor

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

Sworn to and subscribed before me this 18<sup>th</sup> 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)

Sign Your Name

[Signature]

**IMPORTANT!**

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

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

Give the original to the Court Clerk.

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





# Story Abernathy & Campbell

PLLP | AN ASSOCIATION OF ATTORNEYS

Virginia Lee Story  
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Attorney at Law

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HISTORIC DOWNTOWN  
FRANKLIN, TENNESSEE  
136 Fourth Avenue South  
Franklin, TN 37064

OFFICE (615) 790-1778  
FAX (615) 790-7468

*Tennessee bar tckky*

September 26, 2019

*Via First Class Mail and E-Mail*

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

Re: *Fawn Tiffany Fenton vs. Jeffrey Ryan Fenton*  
*Williamson County Chancery Court No. 48419B*

Dear Mr. Fenton:

To follow up on correspondence sent to you on September 16, 2019, we never received any information on a storage unit you would like to use to store the extensive list of items you wish to retain from the Sunnyside residence. Therefore, Ms. Fenton took it upon herself to obtain a quote from Fox Moving and Storing to have these items packed, moved and stored. **The quote is attached hereto.** As you can see, the cost for packing only your personal items (i.e. remaining clothing, photos, etc.) is \$639.00. The cost for moving the larger items and your personal items is \$2,895.00. This would include moving the items to Fox's storage facility in Nashville. The cost to store these items in their storage facility would be approximately \$495.00 per month. Finally, to have all of these items packed and moved to Michigan, the cost would be over \$6,000.00.

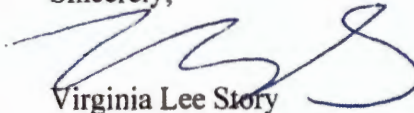
**At this point, it is our position that moving the items to Michigan is not financially responsible but that is up to you if you want to use any proceeds you received to have your items shipped. It is our position and that of Mr. Anderson's that the entire value of the remaining contents of the home is only approximately \$3,000.00, therefore the cost to move and store these items far outweighs their worth.** However, if you would like for the items to be packed and stored in the Fox storage facility in Nashville then you will need to send a check to my office in the amount of \$3,534.00 no later than next Wednesday, October 2, 2019, made payable to Fawn Fenton and she will schedule the movers and the storage facility for one month until you decide if you want to have the items moved to Michigan. The only other option is to have the remaining property sold and any proceeds will be placed in the Clerk & Masters office for distribution at a later date. **We will go ahead and file a Motion with the Court to sell or otherwise get rid of all remaining items in the home in the event that you do not agree to pay the cost for packing, moving and storing the items that you wish to retain.**

Jeffrey Fenton  
September 26, 2019  
Page 2

Finally, you still have not disclosed where all of your guns are located. Please advise where they are located with the contact information or whether you have taken them with you to Michigan. If you have any guns in your possession, please provide an itemized list of all guns that you removed, manufacturers, and models.

I thank you in advance for your prompt response to these time sensitive matters.

Sincerely,



Virginia Lee Story  
Attorney at Law

Enclosure  
cc: Ms. Fawn Fenton

**I NEVER HEARD OR SAW ANYTHING ELSE ABOUT A "MDA" (MARITAL DISOLUTION AGREEMENT). I BELIEVE THAT CHANCELLOR MICHAEL W. BINKLEY AND ATTORNEY VIRGINIA LEE STORY, DECIDED IN AN EXPARTE' COMMUNICATION, NOT TO EVEN BOTHER OFFERING ME AN MDA, SINCE I NO LONGER HAD COUNSEL TO "PROTECT" ME. CHOSING INSTEAD TO TAG-TEAM ME, DEPRIVE ME OF ALL MY PROPERTY AND RIGHTS, "UNDER THE COLOR OF LAW", WHILE HAVING THE WILLIAMSON COUNTY SHERIFF'S OFFICE CHASE ME OUT OF MY HOME, AND SUBSEQUENTLY MIDDLE TENNESSEE, WITH NO WHERE ELSE FOR ME TO GO!**

**I BELIEVE THAT THEY CALCULATED THAT ONCE MY HOME AND MY MONEY WAS ALL GONE, THEN I WOULD NEVER BOTHER TO RETURN. ESPECIALLY SINCE I WAS ALL BUT GUARANTEED TO NEVER FIND ANY MERCY OR JUSTICE IN THAT COURT, NO MATTER HOW MUCH EVIDENCE I PROVIDED! THEY REFUSED TO EVEN HEAR MY SIDE!**

**THAT WAS WHY I HOPED TO SETTLE THIS OUT OF COURT WITH MY WIFE. SINCE SHE HAD ALREADY FORCEFULLY TAKEN, LIQUIDATED, AND DISBURSED THE WHOLE OF OUR PROPERTY, SAVINGS, AND OUR FINANCIAL INVESTMENTS, DEPRIVING ME OF EVERYTHING WE HAD BUILT TOGETHER AND EVEN SAVED FOR RETIREMENT BEFORE MEETING.**

**TO SEEK ANY LEGAL RESOLUTION, MEANT THAT EITHER HER OR I (OR BOTH) WOULD LOSE MORE, WITH LITTERALLY NOTHING FOR EITHER TO GAIN WITHOUT HURTING THE OTHER. WHICH WERE ALL UNACCEPTABLE OPTIONS TO ME. SO I BECAME WILLING TO FORFEIT ALL THE MONEY, IF WE COULD END THIS THE WAY WE BEGAN, BY OURSELVES, USING FREE COURT FORMS, DROPPING THE BLAME AND THE POWER GAMES, TO PEACEFULLY PART WITHOUT MORE DAMAGES.**

**I LEFT MY "PEACE OFFERING", WHICH THEY TOOK, WITHOUT ACCEPTING THE TERMS OF MY OFFER. WHILE INJURING ME FURTHER BECAUSE THEY COULD, DESPITE EVERY OATH OF OFFICE, LAWS, CIVIL RIGHTS, AND CONSTITUTIONS BY OUR STATE AND OUR COUNTRY!**

**IT WAS ALL ABOUT POWER AND DOMINANCE! PURELY MASOCHISTIC!**

**FOR THIS REASON I MUST SPEAK-UP, LEST ANOTHER PERSON EXPERIENCE WHAT I DID, IN WILLIAMSON COUNTY CHANCERY COURT, UNDER THE PERVERTED PRETENSE OF "JUSTICE"!**

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

**FAWN TIFFANY FENTON,**  
Plaintiff/Wife,

v.

**JEFFREY RYAN FENTON,**  
Defendant/Husband.

)  
)  
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)

**No. 48419B**

**NOTICE OF ELECTRONICALLY TRANSMITTED DOCUMENT**  
**PURSUANT TO T.R.C.P RULE 5.02**

Pursuant to Rule 5.02(2)(a) of the Tennessee Rules of Civil Procedure, Plaintiff, Fawn Tiffany Fenton, by and through her attorney of record, Virginia Lee Story, hereby serves this Notice of Electronically Transmitted Documents upon Defendant, Jeffrey Ryan Fenton as follows:

**Document(s) Transmitted:** **MOTION TO SELL REMAINING  
CONTENTS OF MARITAL  
RESIDENCE**

**Number of pages:** 8

**Sender's Name and  
Email Address:** Kathryn L. Yarbrough  
kyarbrough@tnlaw.org  
on behalf of Virginia Lee Story

**Name/ E-mail Address  
of Recipient(s):** Jeffrey Ryan Fenton  
[Jeff@meticulous.tech](mailto:Jeff@meticulous.tech)

*If you did not receive the above listed document(s), please notify the sender immediately to receive an electronic or physical copy of this document.*

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



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

IN RE:	)		
	)		
FAWN TIFFANY FENTON	)	CHAPTER	13
[REDACTED]	)	CASE NO:	19-02693
BRENTWOOD, TN 37027	)	JUDGE	WALKER
SSN: XXX-XX-2065	)		
	)		
DEBTOR	)		

**ORDER GRANTING EXPEDITED MOTION TO SELL REAL ESTATE AND PERSONAL PROPERTY**

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

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

**IT IS SO ORDERED.**

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

APPROVED FOR ENTRY:

/s/ Alex Koval

Alex Koval

ROTHSCHILD & AUSBROOKS, PLLC

Attorney for Debtor(s)  
1222 16<sup>th</sup> Avenue South, Suite 12  
Nashville, TN 37212-2926  
(615) 242-3996 (telephone)  
(615) 242-2003 (facsimile)  
[notice@rothschildbkllaw.com](mailto:notice@rothschildbkllaw.com)

**2019-09-25 Ms. Story's Secret Weapon to  
Supersede Tennessee State Laws with Federal Laws to,  
SELL and DISCARD MY "PROTECTED INCOME & ASSETS"!**

**THIS IS PROOF OF STRATEGICALLY MANIPULATING  
WIFE'S BANKRUPTCY, SPECIFICALLY TO HARM ME MORE!**

**THIS PROVES SEVERAL SERIOUS FEDERAL CRIMES COMMITTED BY  
ATTORNEY VIRGINIA LEE STORY, VIA ADA, FED & BK LAWS!**

**I LEFT MY "PEACE OFFERING" (BELOW), WHICH THEY TOOK,  
WITHOUT ACCEPTING THE TERMS OF MY OFFER.  
WHILE INJURING ME FURTHER BECAUSE THEY COULD,  
DESPITE EVERY OATH OF OFFICE, LAWS, CIVIL RIGHTS, AND  
CONSTITUTIONS BY OUR STATE AND OUR COUNTRY!**

**IT WAS ALL ABOUT POWER AND DOMINANCE!  
PURELY MASOCHISTIC!**

**AN ABOMINATION OF "JUSTICE"!**

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

"FURTHER AFFIANT SAITH NOT" - BUT HUSBAND'S HANDWRITTEN NOTE SAITH MUCH MORE! FRAUDULENTLY CONCEALED AGAIN!!

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE  
AT FRANKLIN

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

2019 OCT 21 PM 3:58

FILED FOR ENTRY

No. 48419B

**AFFIDAVIT OF VIRGINIA LEE STORY**

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

STATE OF TENNESSEE )  
COUNTY OF WILLIAMSON )

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

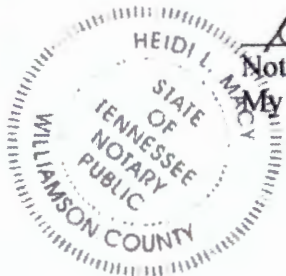
1. I am over 18 years of age and have personal knowledge of the following facts.
2. At the August 29, 2019 hearing in this matter, the Court set this matter for final hearing on October 21, 2019 in open Court with Mr. Jeffrey Fenton present in the courtroom.
3. Since the August 29, 2019 hearing, Mr.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

**FURTHER AFFIANT SAITH NOT.**

*[Handwritten Signature]*  
\_\_\_\_\_  
**VIRGINIA LEE STORY**

SWORN to and subscribed before me this 21<sup>st</sup> day of October, 2019.

*Heidi L. Macy*  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 6-19-22



MY LOVE!!!

Fawn,

2019 OCT 21 PM 3:58

FILED FOR ENTRY

MY REGRET!

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

I treasure it more (But just than anything else)

MY PRAYER!

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

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

ELECTRONICS TOYS & GIFTS

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

EXHIBIT

1

**2019-10-07 GIFTS LEFT AT OUR HOME FOR MS. FENTON WITH NOTE**





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

**MY HOPE!**  
BECAUSE MS. STORY LITERALLY TERRORIZED AND ABUSED ME BEYOND BENEFIT TO ANYONE!

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

**MY OFFER:**  
IF, and ONLY IF THE TERMS OF MY OFFER ARE ACCEPTED. BUT MS. STORY STEALS EVERYTHING, WHILE SECRETLY DENYING MY TERMS!

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

**MY TERMS:**  
REQUIRED CONDITIONS. A VERY GENEROUS OFFER, BUT THEY ALWAYS WANT TO TAKE MORE BY FORCE!

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

WIFE HAS ALWAYS KNOWN THIS! THE "DANGER GAME" IS JUST LEVERAGE, TO GET THE POLICE TO HELP, AS THEY COMMIT A CRIME!

as we promised each other,

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

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

I OFFERED: TO LET HER GET AWAY WITH EVERYTHING! BUT HER OWN GREEDY LAWYER PUTS HER AT RISK SIMPLY FOR THE THRILL OF DOMINATING AND ABUSING ME MORE! WHEN IS ENOUGH, ENOUGH???

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

Please don't sell or discard any of this  
(except gas mask + flower vase if you want.)

It was all worth MORE THAN MONEY.

or it wouldn't be sitting here

It is my kiss on the  
cheek goodbye! ~~Flare~~

kiss and hug my  
puppy forever

Non-Contested, No Joint Assets or Debts,

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

**MY TERMS REPEATED:**  
TO MAKE ABSOLUTELY SURE  
THERE WERE NO MISUNDERSTANDINGS,  
QUESTIONS, OR CONFUSION, WHICH COULD FORCE  
US BOTH THROUGH MORE TOTALLY UNNECESSARY PAIN!!  
WITHOUT BENEFIT TO ANYONE, EXCEPT FOR TO A SADIST!!

**MORE**  
TOTALLY UNNECESSARY  
PEACEFUL REASSURANCE,  
TO REMOVE ANY POSSIBLE  
LINGERING THOUGHT, EVEN IF  
FROM HER OWN FAKE STORY!

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

Love,  
Goodbye FAWN!

**2019-10-09 EMAIL FROM AUCTIONEER CONFIRMING MS. FENTON RECEIVED THE GIFTS, RATHER THAN SOMEONE ELSE TAKING, AUCTIONEER PROMISED ME A HUD-1 "SETTLEMENT STATEMENT" WHICH I NEVER GOT**

**jeff.fenton@live.com**

---

**From:** Tommy Anderson <tom@tommyanderson.us>  
**Sent:** Wednesday, October 9, 2019 6:42 PM  
**To:** Jeff Fenton  
**Subject:** Re: Closing | Utilities | Fully-Executed Settlement Statement  
**Attachments:** image001.gif

Yes Fawn received all electronics and got them in her possession. I will have title company send you everything upon closing completion.

Sincerely,  
Tommy Anderson

On Wed, Oct 9, 2019, 5:38 PM Jeff Fenton <[jeff.fenton@live.com](mailto:jeff.fenton@live.com)> wrote:

Hello Tommy,

Please let me know once the closing is completed, so that I can disconnect the utilities. They are all currently being billed to me, on my credit, and I need to minimize accruing debt, especially with zero proceeds from the sale, with which to pay any of my debts or expenses, while remaining unemployed.

Also, did you inform Fawn about the TV and Camera equipment at the house for her? Do you know if she has obtained that yet, or what her plan is? (I just want to ensure that Fawn gets the equipment, rather than the new buyer... he already got a good enough deal!)

Finally, I would like a scan of the fully executed HUD-1, emailed to me please, upon closing.

Thank you, sir.

Jeff Fenton  
1986 Sunnyside Drive  
Brentwood, TN 37027

FAWN TIFFANY FENTON vs JEFFREY RYAN FENTON  
08/29/2019

DESPITE MS. STORY'S PROMISE IN COURT ON 8/29/2019, TO HOLD COURT OVER THE PHONE - THEY REFUSED WITHOUT NOTICE!

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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.)

WE HAD NOT EVEN BEGUN DISCOVERY YET! MS. STORY HAD GRANTED EXTENSIONS BY AGREEMENT BETWEEN ATTORNEYS FOR DIVORCE ANSWER & COUNTER COMPLAINT TO BE DUE - WHILE SHE PRIORITIZED THE FORCED DEPRIVATION OF MY HOME, AUCTIONING MY BEAUTIFUL \$500k BRENTWOOD HOME FOR \$0! RENDERING ME HOMELESS! FORCED TO RELOCATE TO SURVIVE!

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

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

**No. 48419B**

2019 OCT 21 PM 3:56

FILED FOR ENTRY 10/20/19

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

**FINAL DECREE OF DIVORCE**

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

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

**TAKING MY HOME without DUE PROCESS! Chasing me out with the WCSO! Leaving me without food or shelter! Denying my 250-PAGES of TESTIMONY with CLEAR PROOF the CHARGES were ALL FRAUDULENT! WHILE \$10k of my PERSONAL PROPERTY WAS STOLEN! As they Ordered a FRAUDULENT "OP" Against ME! BREAKING EVERY SINGLE OATH OF OFFICE - I've NEVER even been ARRESTED!**

D

WE HAD NOT EVEN BEGUN DISCOVERY YET! MS. STORY HAD GRANTED EXTENSIONS BY AGREEMENT BETWEEN ATTORNEYS FOR DIVORCE ANSWER & COUNTER COMPLAINT TO BE DUE - WHILE SHE PRIORITIZED THE FORCED DEPRIVATION OF MY HOME, AUCTIONING MY BEAUTIFUL \$500K BRENTWOOD HOME FOR \$0! RENDERING ME HOMELESS! FORCED TO RELOCATE TO SURVIVE!

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

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

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

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

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

**TAKING MY HOME without DUE PROCESS! Chasing me out with the WCSO! Leaving me without food or shelter! Denying my 250-PAGES of TESTIMONY with CLEAR PROOF the CHARGES were ALL FRAUDULENT! WHILE \$10k of my PERSONAL PROPERTY WAS STOLEN! As they Ordered a FRAUDULENT "OP" Against ME! BREAKING EVERY SINGLE OATH OF OFFICE - I've NEVER even been ARRESTED!**

**WE HAD NOT EVEN BEGUN DISCOVERY YET! MS. STORY HAD GRANTED EXTENSIONS BY AGREEMENT BETWEEN ATTORNEYS FOR DIVORCE ANSWER & COUNTER COMPLAINT TO BE DUE - WHILE SHE PRIORITIZED THE FORCED DEPRIVATION OF MY HOME, AUCTIONING MY BEAUTIFUL \$500K BRENTWOOD HOME FOR \$0! RENDERING ME HOMELESS! FORCED TO RELOCATE TO SURVIVE!**

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

It is further **ORDERED, ADJUDGED and DECREED** that Wife shall be awarded the 2017 Toyota Prius (VIN: JTDKBRFU2H3033495) titled in Wife's name free and clear of any claim by Husband. All right, title, and interest of Husband in and to said vehicle shall be, and is hereby, divested out of him and vested absolutely in Wife. Wife shall be, and is hereby, solely and separately responsible for any debt or liability associated with this vehicle as of the date of execution of this Agreement and shall indemnify and hold Husband harmless therefor. Each party shall be responsible for their own car expenses and insurance.

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

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

**TAKING MY HOME without DUE PROCESS! Chasing me out with the WCSO! Leaving me without food or shelter! Denying my 250-PAGES of TESTIMONY with CLEAR PROOF the CHARGES were ALL FRAUDULENT! WHILE \$10k of my PERSONAL PROPERTY WAS STOLEN! As they Ordered a FRAUDULENT "OP" Against ME! BREAKING EVERY SINGLE OATH OF OFFICE - I've NEVER even been ARRESTED!**


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IT IS COMPLETELY UNREASONABLE TO VIEW MY NOTE, LEFT FOR WIFE, AND CONCLUDE THAT I FORFEIT MY CASE, WITHOUT THE ACTIONS BEING DROPPED! AS IS CLEARLY STATED! ESPECIALLY SINCE I HAD FILED A 250-PAGE RESPONSE, YET TO BE HEARD! 18 U.S.C. § 242 - Deprivation of Rights Under Color of Law, 18 U.S.C. § 241 - Conspiracy Against Rights, 18 U.S.C. Chapter 96—Racketeer Influenced and Corrupt Organizations, 42 U.S.C. § 3631 - Criminal Interference with Right to Fair Housing, 42 U.S.C. § 14141 - Pattern and Practice

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

ENTERED this 24<sup>th</sup> 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](mailto:virginia@tnlaw.org)

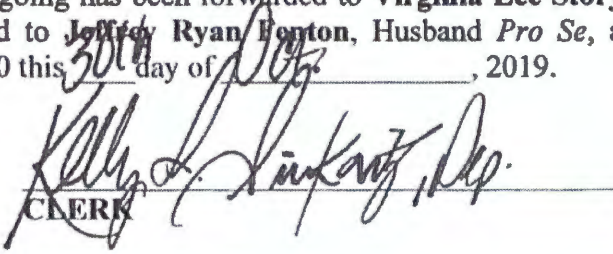
**CERTIFICATE OF SERVICE**

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 2<sup>nd</sup> 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 30<sup>th</sup> day of Oct, 2019.

  
CLERK

**TAKING MY HOME without DUE PROCESS! Chasing me out with the WCSO! Leaving me without food or shelter! Denying my 250-PAGES of TESTIMONY with CLEAR PROOF the CHARGES were ALL FRAUDULENT! WHILE \$10k of my PERSONAL PROPERTY WAS STOLEN! As they Ordered a FRAUDULENT "OP" Against ME! BREAKING EVERY SINGLE OATH OF OFFICE - I've NEVER even been ARRESTED! NO NOTICE or WARNING! NO "MOTION FOR DEFAULT JUDGMENT"! OUTRAGEOUS!**

PROOF THAT I NEVER "DEFAULTED" ON FILING MY "DIVORCE ANSWER & COUNTER COMPLAINT" AS THEY FRAUDULENTLY ACTED!

**From:** Charles M. Duke <marty@mdukelaw.com>  
**Sent:** Monday, August 5, 2019 5:39 PM  
**To:** Jeff Fenton <Jeff@Meticulous.tech>  
**Cc:** Mitchell Miller <mitchell@schafferlawfirmtn.com>  
**Subject:** RE: Fenton v. Fenton

Jeff:

There is no definite date certain by which I agreed with Ms. Story to file an Answer & Counter-Complaint. However, until there is an Order entered relieving us as counsel in this matter, you should not file anything pro se.

Thanks. have a good evening.  
Marty

**From:** Jeff Fenton [mailto:Jeff@Meticulous.tech]  
**Sent:** Monday, August 05, 2019 5:36 PM  
**To:** Charles M. Duke  
**Cc:** Mitchell Miller  
**Subject:** RE: Fenton v. Fenton

Thanks Marty.

Can you simply inform me of any critical dates which I need to self-represent by, as I can not afford further representation:

For example, when did you get the ANSWER & COUNTER COMPLAINT extended to?

Any other time critical dates would be greatly appreciated.

Thanks.

**JEFF FENTON**  
**METICULOUS.TECH**  
(615) 837-1300 OFFICE  
(615) 837-1301 MOBILE  
(615) 837-1302 FAX

TECHNICAL CONSULTING, SERVICES, AND SOLUTIONS,  
WHEN IT'S WORTH DOING RIGHT THE FIRST TIME!

SUBMIT OR RESPOND TO A SUPPORT TICKET [HERE](#).

A DIVISION OF METICULOUS MARKETING LLC

ON 8/29/2019, I INCLUDED A MAKESHIFT "DIVORCE ANSWER & COUNTER COMPLAINT", ANSWERING EVERY COMPLAINT TO DATE! The TITLE of the DOCUMENT is INCOMPLETE. But by LAW, the CONTENTS and RELIEF REQUESTED define a document, over the TITLE.

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE  
AT FRANKLIN

FAWN TIFFANY FENTON, )  
Plaintiff/Wife, )  
v. ) Docket No: 48419B  
JEFFREY RYAN FENTON, )  
Defendant/Husband. )

**HUSBAND'S RESPONSE AND COUNTERMOTION TO WIFE'S MOTION FOR VIOLATION OF THE EX PARTE ORDER OF PROTECTION, AND IN OBJECTION TO ORDER GRANTING MOTION TO SELL THE MARITAL RESIDENCE, AND HUSBAND'S ANSWER AND COUNTER-COMPLAINT TO WIFE'S COMPLAINT FOR DIVORCE, HEREAFTER REFERRED TO AS HUSBAND'S "ONE-AND-DONE"**

COMES NOW the Defendant/Husband, Jeffrey Ryan Fenton, for his response to the Wife's Motions, along with Husband's Countermotions, addressing all allegations to date, stating as follows:

First Husband would like to bring to the court's attention, the disabilities with which he has been diagnosed, and continues ongoing treatment for. If not properly understood, one could easily draw incorrect conclusions, specifically about Husband's communications, in how he speaks and even more so, his excessive use of words when writing. Please see Exhibit-A for a thorough explanation regarding this, from both Terry M. Huff (LCSW), Husband's Psychotherapist, and Dr. Richard E. Rochester (M.D.), Husband's Psychiatrist.

**Husband suffers from the following handicaps:**

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

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

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

**I DID this to PROTECT MYSELF from ANY SCAM - Answering Every False Claim I had TIME to, on the very FIRST DAY I was "ALLOWED" to file anything "PRO-SE"! (I don't think they EVER EVEN READ IT!)**

# DUE TO COVID-19

I NEED to get a JOB from HOME  
Because of my Mother's Health  
Which I CAN'T DO with this STUPID OP!  
Please have the OP REMOVED and  
EXPUNGED or Start Sending Me  
SUPPORT PLEASE!

## ASTHMA, ALLERGY AND IMMUNOLOGY CENTER

S. Anne, M.D. R. Botta, M.D. I. Badr, M.D. R. Mahajan, M.D. H. Azzam, M.D.

Patient Name: Marsha Fenton

Visit Date: 7/2/2020

Thank you very much for letting me participate in the management of Marsha Fenton, who was seen by telephone consultation on 07/02/20. Marsha states that her IgA deficiency has been stable. She denies any upper or lower respiratory tract infection. She has been following strict avoidance measures from exposing to the COVID-19 infection. She is wearing the mask. She is staying home. Her son also stays with her, who is not working at this time. She denies any fever, chills, or rigors. She denies any upper or lower respiratory tract infection.

PHYSICAL EXAMINATION: Deferred at this time since this was done by telephone consultation.

IMPRESSION: Ms. Marsha Fenton has:

1. IgA deficiency, and
2. Chronic rhinosinusitis.

RECOMMENDATIONS:

1. Marsha is prone to develop recurrent infections. Therefore, I advised her to follow strict isolation measures from exposure to COVID-19 infection.
2. Since her son stays with Marsha, I strongly recommend that her son should do his work from home since it will reduce significantly the risk of exposure of Ms. Fenton to the COVID-19 virus.
3. A follow-up appointment has been scheduled in one year but I advised her to contact me as soon as the pandemic is over for further evaluation and treatment.

Signed Electronically By Suresh Anne, MD

Signed Date: 7/3/2020 9:16:00 AM

E-Faxed to Ravikumar Peddireddy, MD On 7/3/2020 9:16:00 AM