

FORM I
INDIVIDUAL ESTATE PROPERTY RECORD AND REPORT
ASSET CASES

Page No: 2

Exhibit 8

Case No.: 19-02693-CW3-7
 Case Name: FENTON, FAWN
 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
 Primary Taxpayer ID #: **_***4153
 Co-Debtor Taxpayer ID #:
 For Period Beginning: 4/26/2019
 For Period Ending: 1/9/2021

Trustee Name: John C. McLemore
 Bank Name: Pinnacle Bank
 Checking Acct #: *****0194
 Account Title:
 Blanket bond (per case limit): \$720,000.00
 Separate bond (if applicable):

1	2	3	4	5	6	7	
Transaction Date	Check / Ref. #	Paid to/ Received From	Description of Transaction	Uniform Tran Code	Deposit \$	Disbursement \$	Balance
02/05/2020	(1)	Diane D. Winters EX-WIFE'S MOM PAID TO KEEP NEW PRIUS!	Equity in 2017 Toyota Prius per 2-10-2020 Motion to Sell [Dkt. No. 99]	1129-000	\$4,400.00		\$4,400.00
07/31/2020		Pinnacle Bank	Service Charge	2600-000		\$77.00	\$4,323.00
08/03/2020		Pinnacle Bank	Service Charge	2600-000		(\$77.00)	\$4,400.00
08/03/2020		Pinnacle Bank	Service Charge	2600-000		\$6.33	\$4,393.67
09/03/2020	3001	U.S. Bankruptcy Court Clerk	Motion to Sell Filing Fee (Docket No. 99)	2700-000		\$181.00	\$4,212.67
12/12/2020	3002	John C. McLemore	Trustee Compensation	2100-000		\$1,100.00	\$3,112.67
12/12/2020	3003	John C. McLemore	Trustee Expenses	2200-000		\$83.69	\$3,028.98
12/12/2020	3004	Ascend Federal Credit Union	Final Distribution	7100-000		\$1,106.50	\$1,922.48
12/12/2020	3005	Ascend Federal Credit Union	Final Distribution	7100-000		\$256.45	\$1,666.03
12/12/2020	3006	American Express National Bank	Final Distribution	7100-000		\$816.37	\$849.66
12/12/2020	3007	Capital One Bank (USA), N.A.	Final Distribution	7100-000		\$849.66	\$0.00

TOTALS:	\$4,400.00	\$4,400.00	\$0.00
Less: Bank transfers/CDs	\$0.00	\$0.00	
Subtotal	\$4,400.00	\$4,400.00	
Less: Payments to debtors	\$0.00	\$0.00	
Net	\$4,400.00	\$4,400.00	

For the period of 4/26/2019 to 1/9/2021

Total Compensable Receipts:	\$4,400.00
Total Non-Compensable Receipts:	\$0.00
Total Comp/Non Comp Receipts:	\$4,400.00
Total Internal/Transfer Receipts:	\$0.00

Total Compensable Disbursements:	\$4,400.00
Total Non-Compensable Disbursements:	\$0.00
Total Comp/Non Comp Disbursements:	\$4,400.00
Total Internal/Transfer Disbursements:	\$0.00

For the entire history of the account between 02/03/2020 to 1/9/2021

Total Compensable Receipts:	\$4,400.00
Total Non-Compensable Receipts:	\$0.00
Total Comp/Non Comp Receipts:	\$4,400.00
Total Internal/Transfer Receipts:	\$0.00

Total Compensable Disbursements:	\$4,400.00
Total Non-Compensable Disbursements:	\$0.00
Total Comp/Non Comp Disbursements:	\$4,400.00
Total Internal/Transfer Disbursements:	\$0.00

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 Separate bond (if applicable):

1	2	3	4	5	6	7	
Transaction Date	Check / Ref. #	Paid to/ Received From	Description of Transaction	Uniform Tran Code	Deposit \$	Disbursement \$	Balance

TOTAL - ALL ACCOUNTS

NET DEPOSITS

NET DISBURSE

ACCOUNT BALANCES

\$4,400.00

\$4,400.00

\$0.00

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 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

4

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

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

2019 OCT 21 PM 3:58

FILED FOR ENTRY _____

No. 48419B

AFFIDAVIT OF VIRGINIA LEE STORY

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

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

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

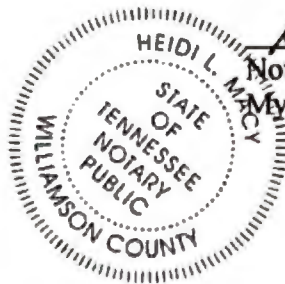
1. I am over 18 years of age and have personal knowledge of the following facts.
2. At the August 29, 2019 hearing in this matter, the Court set this matter for final hearing on October 21, 2019 in open Court with Mr. Jeffrey Fenton present in the courtroom.
3. Since the August 29, 2019 hearing, Mr.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

FURTHER AFFIANT SAITH NOT.

[Handwritten Signature]

VIRGINIA LEE STORY

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



[Handwritten Signature]

Notary Public
My Commission Expires: 6-19-22

MY LOVE!!!

Fawn,

2019 OCT 21 PM 3:58

FILED FOR ENTRY

I treasure it more (But must be than anything)

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!

MY PRAYER!

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

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

MY HOPE!
BECAUSE MS. STORY LITERALLY TERRORIZED AND ABUSED ME BEYOND BENEFIT TO ANYONE!

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

MY OFFER:
IF, and ONLY IF THE TERMS OF MY OFFER ARE ACCEPTED. BUT MS. STORY STEALS EVERYTHING, WHILE SECRETLY DENYING MY TERMS!

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

MY TERMS:
REQUIRED CONDITIONS. A VERY GENEROUS OFFER, BUT THEY ALWAYS WANT TO TAKE MORE BY FORCE!

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

WIFE HAS ALWAYS KNOWN THIS! THE "DANGER GAME" IS JUST LEVERAGE, TO GET THE POLICE TO HELP, AS THEY COMMIT A CRIME!

as we promised each other.

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

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

I OFFERED: TO LET HER GET AWAY WITH EVERYTHING! BUT HER OWN GREEDY LAWYER PUTS HER AT RISK SIMPLY FOR THE THRILL OF DOMINATING AND ABUSING ME MORE! WHEN IS ENOUGH, ENOUGH???

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

Please don't sell or discard any of this
(except gas mask & flower vase if you want.)

It was all worth MORE THAN MONEY.

or it wouldn't be sitting here

It is my kiss on the
cheek goodbye! ~~Flower~~

kiss and hug pet
puppy for me

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
unbearable 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!



FAWN ██████████ 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.)

2019-10-07 GIFTS LEFT AT OUR HOME FOR MS. FENTON WITH NOTE



Case 1:23-cv-01097-PLM-RSK ECF No. 18-4, PageID.2512 Filed 01/19/24 Page 9 of 11
**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**

[REDACTED]

From: Tommy Anderson <tom@tommyanderson.us>
Sent: Wednesday, October 9, 2019 6:42 PM
To: Jeff Fenton
Subject: Re: Closing | Utilities | Fully-Executed Settlement Statement
Attachments: image001.gif

Yes Fawn received all electronics and got them in her possession. I will have title company send you everything upon closing completion.

Sincerely,
Tommy Anderson

On Wed, Oct 9, 2019, 5:38 PM Jeff Fenton <jeff.fenton@live.com> wrote:

Hello Tommy,

Please let me know once the closing is completed, so that I can disconnect the utilities. They are all currently being billed to me, on my credit, and I need to minimize accruing debt, especially with zero proceeds from the sale, with which to pay any of my debts or expenses, while remaining unemployed.

Also, did you inform Fawn about the TV and Camera equipment at the house for her? Do you know if she has obtained that yet, or what her plan is? (I just want to ensure that Fawn gets the equipment, rather than the new buyer... he already got a good enough deal!)

Finally, I would like a scan of the fully executed HUD-1, emailed to me please, upon closing.

Thank you, sir.

Jeff Fenton
1986 Sunnyside Drive
Brentwood, TN 37027

Tenn. R. Sup. Ct. 1.0

Rule 1.0 - TERMINOLOGY

- (a) "Belief" or "believes" denotes that the person involved actually supposed the fact in question to be true. A person's belief may be inferred from circumstances.
- (b) "Confirmed in writing," when used in reference to the informed consent of a person, denotes informed consent that is given in writing by the person or a writing that a lawyer promptly transmits to the person confirming an oral informed consent. See paragraph (e) for the definition of "informed consent." If it is not feasible to obtain or transmit the writing at the time the person gives informed consent, then the lawyer must obtain or transmit it within a reasonable time thereafter.
- (c) "Firm" or "law firm" denotes a lawyer or lawyers in a law partnership, professional corporation, sole proprietorship or other association authorized to practice law; or lawyers employed in a legal services organization or the legal department of a corporation, government agency, or other organization.
- (d) "Fraud" or "fraudulent" denotes an intentionally false or misleading statement of material fact, an intentional omission from a statement of fact of such additional information as would be necessary to make the statements made not materially misleading, and such other conduct by a person intended to deceive a person or tribunal with respect to a material issue in a proceeding or other matter.
- (e) "Informed consent" denotes the agreement by a person to a proposed course of conduct after the lawyer has communicated adequate information and explanation about the material risks of and reasonably available alternatives to the proposed course of conduct.
- (f) "Knowingly," "known," or "knows" denotes actual awareness of the fact in question. A person's knowledge may be inferred from circumstances.
- (g) "Partner" denotes a partner in a law firm organized as a partnership or professional limited liability partnership, a shareholder in a law firm organized as a professional corporation, a member in a law firm organized as a professional limited liability company, or a sole practitioner who employs other lawyers or nonlawyers in connection with his or her practice.
- (h) "Reasonable" or "reasonably," when used in relation to conduct by a lawyer, denotes the conduct of a reasonably prudent and competent lawyer.
- (i) "Reasonable belief" or "reasonably believes" when used in reference to a lawyer, denotes that the lawyer believes the matter in question and that the circumstances are such that the belief is reasonable.
- (j) "Reasonably should know," when used in reference to a lawyer, denotes that a lawyer of reasonable prudence and competence would ascertain the matter in question.
- (k) "Screening" and "screened" denote the isolation of a lawyer from any participation in a matter through the timely imposition of procedures within a firm that are reasonably adequate under the circumstances to protect information that the isolated lawyer is obligated to protect under these Rules or other law.
- (l) "Substantial" or "substantially," when used in reference to degree or extent, denotes a material matter of clear and weighty importance.

BY LAW, any STATEMENTS or AFFIDAVITS written by a Lawyer, especially in an EX PARTE HEARING against a PRO SE LITIGANT, which FAILS to include ALL the MATERIAL FACTS KNOWN TO THE LAWYER, that will enable the tribunal to make an informed decision, whether or not the facts are adverse, constitute "FRAUD UPON THE COURT, BY OFFICER(S) OF THE COURT!"

Tenn. R. Sup. Ct. 3.3

Rule 3.3 - Candor Toward the Tribunal

(a) A lawyer shall not knowingly:

(1) make a false statement of fact or law to a tribunal; or

(2) fail to disclose to the tribunal legal authority in the controlling jurisdiction known to the lawyer to be directly adverse to the position of the client and not disclosed by opposing counsel; or

(3) in an ex parte proceeding, fail to inform the tribunal of all material facts known to the lawyer that will enable the tribunal to make an informed decision, whether or not the facts are adverse.

(b) A lawyer shall not offer evidence the lawyer knows to be false, except that a lawyer who represents a defendant in a criminal proceeding, and who has been denied permission to withdraw from the defendant's representation after compliance with paragraph (f), may allow the client to testify by way of an undirected narrative or take such other action as is necessary to honor the defendant's constitutional rights in connection with the proceeding.

(c) A lawyer shall not affirm the validity of, or otherwise use, any evidence the lawyer knows to be false.

(d) A lawyer may refuse to offer or use evidence, other than the testimony of a client who is a defendant in a criminal matter, that the lawyer reasonably believes is false, misleading, fraudulent or illegally obtained.

(e) If a lawyer knows that the lawyer's client intends to perpetrate a fraud upon the tribunal or otherwise commit an offense against the administration of justice in connection with the proceeding, including improper conduct toward a juror or a member of the jury pool, or comes to know, prior to the conclusion of the proceeding, that the client has, during the course of the lawyer's representation, perpetrated such a crime or fraud, the lawyer shall advise the client to refrain from, or to disclose or otherwise rectify, the crime or fraud and shall discuss with the client the consequences of the client's failure to do so.

(f) If a lawyer, after discussion with the client as required by paragraph (e), knows that the client still intends to perpetrate the crime or fraud, or refuses or is unable to disclose or otherwise rectify the crime or fraud, the lawyer shall seek permission of the tribunal to withdraw from the representation of the client and shall inform the tribunal, without further disclosure of information protected by RPC 1.6, that the lawyer's request to withdraw is required by the Rules of Professional Conduct.

(g) A lawyer who, prior to conclusion of the proceeding, comes to know that the lawyer has offered false tangible or documentary evidence shall withdraw or disaffirm such evidence without further disclosure of information protected by RPC 1.6.

(h) A lawyer who, prior to the conclusion of the proceeding, comes to know that a person other than the client has perpetrated a fraud upon the tribunal or otherwise committed an offense against the administration of justice in connection with the proceeding, and in which the lawyer's client was not implicated, shall promptly report the improper conduct to the



5

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

FAWN [REDACTED] FENTON,
Plaintiff/Wife,

vs.

JEFFREY RYAN FENTON,
Defendant/Husband.

)
)
)
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)
)
)

No. 48419B

2019 OCT 21 PM 3:56

FILED FOR ENTRY 10/28/19

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

FINAL DECREE OF DIVORCE

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

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

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

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

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


Husband shall be awarded the 2003 Buick LeSabre (VIN: [REDACTED]) 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

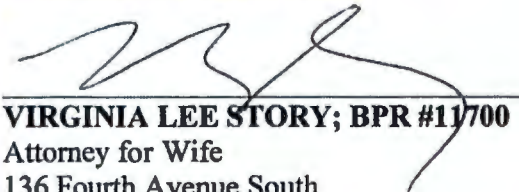
IT IS COMPLETELY UNREASONABLE TO VIEW MY NOTE LEFT WIFE AND CONCLUDE I FORFEIT CASE - WITHOUT ACTIONS BEING DROPPED, AS IS CLEARLY STATED! ALSO THAT I WOULD FILE A 250-PAGE REPOSE TO BE HEARD! 18 U.S.C. § 242 - Deprivation of Rights Under Color of Law, 18 U.S.C. § 241 - Conspiracy Against Rights, 18 U.S.C. Chapter 96—Racketeer Influenced and Corrupt Organizations, 42 U.S.C. § 3631 - Criminal Interference with Right to Fair Housing, 42 U.S.C. § 14141 - Pattern and Practice

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

ENTERED this 24th day of October 2019.



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

APPROVED FOR ENTRY:


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

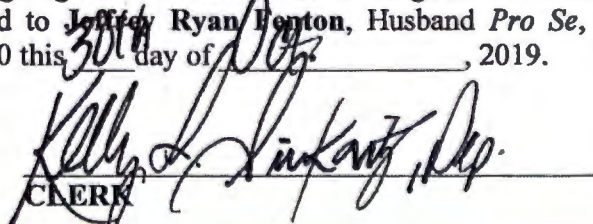
CERTIFICATE OF SERVICE

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


VIRGINIA LEE STORY

CLERK'S CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been forwarded to Virginia Lee Story, Attorney for Wife, at the above address, and to Jeffrey Ryan Fenton, Husband *Pro Se*, at 17195 Silver Parkway, #150, Fenton, MI 48430 this 30th day of Oct, 2019.


CLERK

TAKING MY HOME without DUE PROCESS! Chasing me out with the WCSO! Leaving me without food or shelter! Denying my 250-PAGES of TESTIMONY with CLEAR PROOF the CHARGES were ALL FRAUDULENT! WHILE \$10k of my PERSONAL PROPERTY WAS STOLEN! As they Ordered a FRAUDULENT "OP" Against ME! BREAKING EVERY SINGLE OATH OF OFFICE - I've NEVER even been ARRESTED! NO NOTICE or WARNING! NO "MOTION FOR DEFAULT JUDGMENT"! OUTRAGEOUS!

Jeff Fenton

From: Charles M. Duke <marty@mdukelaw.com>
Sent: Monday, August 5, 2019 6:39 PM
To: Jeff Fenton
Cc: Mitchell Miller
Subject: RE: Fenton v. Fenton

Categories: 4-Email: Important Information

Jeff:

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

Thanks. have a good evening.
Marty

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

Thanks Marty.

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

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

Any other time critical dates would be greatly appreciated.

Thanks.

JEFF FENTON
METICULOUS.TECH

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

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6



Story Abernathy & Campbell

PLLP | AN ASSOCIATION OF ATTORNEYS

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*Licensed in Kentucky

September 16, 2019

Via Email

Mr. Jeffrey Fenton

Email: [Redacted]

Via First Class Mail

[Redacted]

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

Dear Mr. Fenton:

Once Ms. Story obtained possession of my home, she reneged upon every commitment made during the 8/29/2019 hearing in Chancery Court.

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.

Attorney Story said in Court on 8/29 that all expenses would be paid out of the proceeds from the auction (which hadn't even taken place yet).

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.

This letter was dated and postmarked on 9/16/2019, while she is DEMANDING these funds by 9/20/2019, the day it reached Michigan.

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.

Per Ms. Story's own fraudulent Ex Parte "Order of Protection", if I still had possession of my firearms, I would have GONE TO JAIL!

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.

I see this being for absolutely NO reason other than BLOOD LUST! Wanting to forcefully TAKE and LIQUIDATE every single thing I owned!

Sincerely,

Virginia Lee Story
Attorney at Law

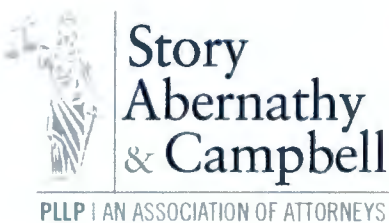
cc: Ms. Fawn Fenton

This is how abusive, heavy-handed, and bullying Attorney Virginia Lee Story treated me throughout every action in this mass deprivation of rights and property, without so much as HEARING my DEFENSE, while Judge Michael W. Binkley enabled and empowered her every cruel, savage, inhumane, and criminal actions. While neither showed any care for the Rule of Law, their Oaths of Office, either State or Federal Constitutions, the Judicial Canons, or the Rules of Professional Conduct! Ms. Story's actions are even in violation of BASIC INTERNATIONAL HUMANITARIAN LAWS!

williamsoncountyattorneys.com

* Rule 31 Family Law Mediator

In Court on 8/29/2019 (transcripts hidden in R.v.4 (pages 495-523), Ms. Story INSISTED that I leave my Personal Property, at the residence for FALSE, fraudulent, and unsubstantiated reasons. Now, under false claims, having only had FIVE-DAYS NOTICE of a wrongful eviction, that SHE INSISTED upon in Court on 8/29, as I tried to meet her OUTRAGEOUS DEMANDS that I TAG every item I wanted to KEEP (nearly EVERYTHING I OWNED, which is WHY I OWNED IT). As I tried to assist my elderly disabled roommate/tenant, who ended-up HOMELESS as a result of her demands during my 8/1/2019 hearing, illegally ignoring his leasehold RIGHTS! Now Ms. Story is insatiably trying to EXTORT thousands of Dollars from my meager elderly mother, knowing that Ms. Story already TOOK my INCOME, my SHELTER, my SAVINGS, leaving me BROKE, HOMELESS, and DESTITUTE!



Virginia Lee Story
virginia@tnlaw.org

Joanie L. Abernathy
joanie@tnlaw.org

Neil Campbell
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Kathryn L. Yarbrough
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OFFICE (615) 790-1778
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Licensed in Kentucky

September 26, 2019

Via First Class Mail and E-Mail

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

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

Dear Mr. Fenton:

OH WOW!!! This just doesn't STOP! Judge Michael W. Binkley refused to perform his JUDICIAL DUTY to equality, impartiality, fairness, due process, mitigating loss, and stopping CRUEL MISCONDUCT by a FRIEND! (This was a DIVORCE, can I possibly LIVE through this?)

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.

Then it doesn't SOUND like you FORCED me to LEAVE my Personal Property behind so that you can SELL it for any quasi-legitimate reason, but rather just to CRUELY HARM the disabled and financially disadvantaged party, EVEN MORE! PURELY for the DOMINATING POWER-TRIP, and FUN! That's WORSE than being GREEDY! That is SICK and SADISTIC! (Yet there's more still to come...) Is there any INTEGRITY at all within the Williamson County Chancery Court??? I can't see HOW on EARTH this is remotely JUSTIFIABLE!

williamsoncountyattorneys.com

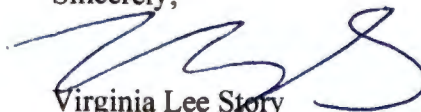
Rule 31 Family Law Mediator

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

The most LAWLESS person I have ever met, on EITHER side of the LAW! Attorney Virginia Lee Story believes that I'll endlessly allow her to BULLY, ABUSE, ROB, RAPE, and TERRORIZE me and my family "under color of law"! SORRY! NO COURT OF LAW has the AUTHORITY or JURISDICTION for what you have DONE! EVERYTHING IS VOID IN #48419B and I'm pressing CRIMINAL CHARGES for at least a HALF-DOZEN State, Federal, and CONSTITUTIONAL FELONIES, which YOU committed along with the "help" of SEVERAL of your "FRIENDS"! You and Judge Michael W. Binkley can KILL me if you want, while the WHOLE WORLD WATCHES! I've already had extensive communications with the DOJ. I tracked down the same Nashville FBI "Special Agent" who Arrested Corrupt Nashville Judge Casey Moreland, after getting tired of being rejected by their call centers. You have MISJUDGED my courage! I will EXPOSE your crimes to every member of State and Federal Law Enforcement, local government, and Courts throughout the Country, until somebody cuts this CANCER out of the Williamson County Chancery Court! I know that I'm risking my own LIFE, but I'd rather die as a FREE man than live as your SLAVE! (Peaceful Protests!) I just hope the FBI/DOJ catches you in any further harm you try to cause me and my family, because I KNOW you will!

JUDGE MICHAEL W. BINKLEY & ATTORNEY VIRGINIA LEE STORY vs JEFFREY RYAN FENTON
WILLIAMSON COUNTY CHANCERY COURT | 08/29/2019 | #48419B | M2019-02059 | R.v4 (502:20 - 503:9)

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
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...

6 So I'm trying my best to be as
7 accommodating to him...
8 this is going to be a simple process for him.

7

TITLE CORRECTED

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

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

v.

JEFFREY RYAN FENTON,
Defendant/Husband.

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)
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)
)

Docket No: 48419B

Vol-1, P-119
through
Vol-2, P-181

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 filed this in Chancery Court on 8/29/2019. I saw Binkley and Story with this in their hands during Court. I refiled this in the Court of Appeals on 10/28/2020, with a "Motion to Supplement and Correct the Record", clarifying that this document contains an answer/counter to every vexatious complaint by Story. Emphasizing that I never failed to plead, hence there could be no good faith "default judgments" against me in #48419B.

Case 1:23-cv-01097-PLM-RSK, ECF No. 1-18, PageID.766 ~ ECF No. 1-22, PageID.1038

MISTITLED (AS FILED)

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

2019 AUG 29 AM 9:17

FILED FOR ENTRY
Docket No: 48419B

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

HUSBAND’S RESPONSE AND COUNTERMOTION
TO WIFE’S MOTION FOR VIOLATION OF THE
EX PARTE ORDER OF PROTECTION AND FOR DATE CERTAIN FOR
WALK THROUGH OF HOUSE AND MOTION FOR SCHEDULING
ORDER

COMES NOW the Defendant/Husband, Jeffrey Ryan Fenton, for his response to the Wife’s Motion, along with Husband’s Countermotion, stating as follows:

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

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

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

There was also an agreed extension between counsel (Duke/Story) for me to file a formal divorce answer/counter later, which I still planned to do. I have a long recorded phone call with Attorney Mitchell Miller, where he instructed me on how to navigate discovery on my own. I filed this ad-hoc "One and Done" as a temporary emergency back-up, to protect myself from exactly the sort of "defaults" Story and Binkley still levied against me. I knew they were violating my rights and could not be trusted. **This was my insurance plan, which they still completely ignored.** The Judicial Canons, State, Federal, and Constitutional Laws, the Federal Rules of Civil and Bankruptcy Procedure, the State of Tennessee’s Rules of Judicial and Professional Conduct, all meant nothing. (Racketeering Under Color of Law!)

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

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

1. The Facebook post is deeply regretted and was deleted as soon as Husband was informed that it could be interpreted as a violation of the Temporary Order of Protection (within a matter of hours). Wife was not named in the post, furthermore the post was only to be found by searching the Husband’s “Stories”, not in the regular user “Feed”. Wife continued to search Husband’s “Stories” even after requesting the Temporary Order of Protection, based almost entirely upon fraudulent claims.

Still, Husband was wrong for venting on Facebook. Not only was the platform wrong, but the words which Husband angrily spewed were also very wrong. Not just because of the Temporary Order of Protection, but because they depicted God as Husband’s little “underling”, who “blesses” and “curses” people upon his command. That’s not who God is. God is Love. Likewise, I shouldn’t try to leverage any knowledge or belief in God, to harm, hurt, distress, curse, anyone, ever! For that Mrs. Fenton, I am sincerely sorry, and I ask that you please forgive me. I also ask for you to please remember, that despite what all I may think that I know, or see, or find true, that your Father God loves you, and he is NEVER going to curse the work of your hands or your heart. God will always love you through the most warm, expectant, grateful, compassionate eyes, which you’ve ever

imagined. Though we may both do great wrongs within our lifetimes, God will never see that when he looks at you!

As for those who are shaken, scared, or concerned about Husband's extreme verbosity, grandiose language, searching, frustrated, angry, and at times even hostile WORDS, that is ALL that they are. They are not words which lead to something worse. There is no need to "read between the lines". Husband has no (or very, very little) "internal filter". If there is something on Husband's mind, then he says it, probably five times. So, if anyone is "adding to" Husband's words, fearing some greater storm ahead, they are fictitiously making-up a false narrative, as the words are the entire payload. They are the only thing that Husband has ever "threatened" anybody with.

In nearly 50 years, Husband has never been arrested for anything, ever. Husband hasn't even been cited with a traffic ticket, during his 25 years living in Tennessee. Prior to Wife's secretly planned divorce, which Husband was the last to learn about, "words" had usually been Husband's friend, and were often held in high-esteem by others, though you would never know it by looking at the wreckage of the past year and a half of Husband's life. There has been too much loss, too quickly, during too vulnerable of a season. With Husband's words, he is literally "fighting for his life". He has not a dollar, a home, a job, or a vocation to leverage in defense of himself. "Words" are all that Husband has (along with proof when there is time), and they just haven't been enough to survive this unforeseen, dedicated, non-relenting, course of mammoth unrecoverable loss.

Husband has never been physically aggressive. Husband can't remember getting into a "fist fight", in his entire life. To accuse Husband of physical violence, is not only inaccurate and unsubstantiated, but it is also harassing, abusive, and violent to Husband's character, which he takes very seriously.

Though you may be able to read Husband's words, with the intensity and ferocity which they sometimes bring, and interpret them to be suggesting or threatening any type of "physical violence", that is never what Husband is threatening or even suggesting. Husband's greatest threat, to anyone, is to lock himself inside his office for a week, while publishing painfully clear evidence online (if you can touch it, if you can feel it, if you can smell it) of the wrongs which someone else has leveraged to harm Husband. Regardless of what sort of "package" Husband comes "wrapped-in", the truth is on his side. For Husband cares not enough about what someone else thinks of him, to be pretentious. To be fake. To be egotistical. To be proud. Husband's top-two values in life are truth and authenticity. Citing, "To thine own self be true!"

To add context to the following two sentences, Husband is talking about a family of 8-racoons and a few opossums which he feeds at the marital residence's back door every night, with water kept outside for them year around. "Yet it will be too late to save my family of friends. They will be confused and distraught, with some probably even perishing, waiting for me to come home and care for them, yet never will I be allowed."

Husband and Wife are both critter lovers and gotten many hours of enjoyment from all the wildlife here at Sunnyside. We first had a groundhog who lived under our deck for four

years, with two or three litters of pups, who would wrestle and play on our rear deck daily. (The last groundhog left from those litters, died on the same day which I was served the Divorce Complaint and the Ex Parte Order of Protection, from Wife's counsel.) We had a really cute skunk for a while, along with probably a dozen different opossums, who have become what we call our "Yard Pets". Now three generations of raccoons are Husband's daily guests.

Every night, Husband and Wife (now just Husband), puts out a bowl of food (size depending upon the number of guests), calling the critters in for dinner, after which they typically arrive to eat within a matter of minutes. (One of the things which Husband will miss the most.) With the marital residence backed-up to a massive hill, where Husband and Wife own to the very top, with hundreds of acres of undeveloped woods behind it, Husband and Wife purposely built a 3-sided fence around their backyard, so to keep neighbors and their pets out (to protect our wildlife), while leaving the back of the property unfenced, so that wildlife can freely come and go. Furthermore, over the past decade, Husband has hauled all the brush and branches from tree trimming and clearing, up into the woods, creating two massive brush piles, for the critters to live in, find shelter, and thrive. This area is full of life and was one of the truly unique attributes of this property, which Husband and Wife shall never be able to replace.

The marital residence is located in a deep and narrow valley. Across the street, the homes all backup to "Owl's Hill Nature Sanctuary", so that our valley is surrounded on all sides by hundreds of acres of protected woodlands, while being centrally located between downtown Franklin, downtown Brentwood, Green Hills, Belle Meade, and Bellevue, with

a direct path into the West side of Nashville via Hillsboro Road, where some of the most highly paid vocations exists. The neighborhood has the peaceful atmosphere of a campground or park, yet it is as close to the city as you can get, while living in such serene surrounds, for anywhere near the price-point of the marital residence. Husband and Wife expect that as Nashville continues to develop, that this property will double and maybe triple in value within their lifetimes. This home was their retirement plan, in addition to eventually starting a small architecture business from home, in another 15 years, once they are at retirement age, with Wife being the Architect, and Husband handling all the marketing, bookkeeping, and learning to draft, to assist Wife. This was their entire “retirement plan”, being as all their “retirement savings”, was entirely invested into the purchase and improvements of this property. Complimented by the home being scheduled to be fully paid-off within those 15 years, so that part-time employment from home would comfortably support them both, while living in paradise, the nicest residence and neighborhood which Husband and Wife had ever lived, and likely ever will.

Regretfully with this divorce, plus the massive added loss from selling the marital residence, home, before it appreciates beyond all which they’ve invested in it, Husband will never be able to realistically “retire”. In addition to having no savings, while having a large pile of debt in his name, with no technical skills qualified to employ husband with even a mediocre income, and not enough “working years” remaining for Husband to ever advance enough in any professional field, or to accrue any meaningful savings, with which to fund any sort of “retirement”. Additionally, since Husband has not held a W-2 job paying Social Security in over a decade, Husband will have extremely little Social Security

to even look forward to, a massively disadvantaged future from any which Wife shall be privileged to enjoy. Some of Wife's family is also very wealthy, so Wife stands to inherit enough money to independently fund her retirement, while Husband has no such fortune to look forward to.

So the marital residence, rich in value to both Husband and Wife, for not only the fantastic location and expected appreciation, but also because of being land-locked by huge protected lands, in the most wealthy and vocationally prosperous county, as well as arguably the best section of that county, intended to vocationally and economically benefit Husband and Wife for the remainder of their lives.

The loss of the marital residence, is not only the loss of a couple hundred-thousand dollars, to a family who can't sustain such a massive loss without pushing them both into bankruptcy, but it is also the loss of over half a million dollars of future value and opportunities, the loss of the only chance which Husband will ever have at "retirement", while currently almost 50 years old, and the loss of a standard of living which Husband will never be able to obtain half of again, within his lifetime.

If you wonder why Husband has been reluctant to sell his Home, it is not only the totality of all that he has worked for and accomplished in life, but it is also the only vehicle by which Husband could have leveraged to obtain anywhere near the same standard of living, to that which the Husband and Wife were privileged to enjoy together.

This divorce, along with the loss of the marital residence, considering Husband's disabilities and the vocational challenges which he will face for the rest of his life, is

essentially the loss of Husband's life as he has known it, and worked all his life to obtain and sustain. Husband has deeply grieved the loss of Wife and their family of furry "children" (a dog, two bunnies, multiple aquariums). Husband has also deeply grieved the loss of their marital residence, along with the tremendous value which it represented. Most of all, Husband has grieved the loss of his life, as ever he has known it, with this mammoth and catastrophic economic loss, which there is no plausible way for Husband to fully recover from, within the remainder of his lifetime. Now Husband will need to live in the basement of his mother's small two-bedroom, one bath, home, for a season. Located in a small town in Michigan (near "Flint), over an hour away from industries and vocational opportunities, equal to probably a quarter of the vocational opportunities, currently within 10 miles of Husband's home. In taking away his residence, Wife and the courts which Wife "gamed" and leveraged to oust Husband, have doomed Husband to a lifestyle ¼ of that which he has enjoyed over the past decade, and less than half that which Husband had 15 years ago, prior to meeting Wife.

While the court may deem Husbands rigidness in selling his home and his future to be unreasonable, Husband was literally "fighting for his life", with ultimately no say or control over the fate which Wife unilaterally forced upon him. Wife admitted knowing that this would realistically be a loss which Husband would never be able to recover from (even crying and apologizing), but regretfully Wife justified that Husband was an "acceptable loss" to regain her "independence". Demanding her "freedom" to enjoy the fruits of her vocational achievements, which have only been accessible to Wife and obtained because of the significant contributions (not mentioned herein) which Husband truly made to

Wife's licensing as an Architect, and the advancement of her career. While Wife will now temporarily seek to become "under-employed", at 50% - 75% of her current earning potential, helping to justify her bankruptcy, while alleviating much of the obligation to pay Husband alimony, under the guise of mental trauma and physical illness, which she erroneously attributes to Husband.

Really, Wife has managed narcolepsy successfully for well over a decade, and while early and extreme menopause has certainly taxed Wife physically for the past five years or so (which Husband largely blames for Wife's shift in allegiances to her family, ultimately pressuring Wife to divorce Husband), along with the mental stress of choosing to gamble so much money/debt/retirement, to oust Husband, while Wife has seriously compromised her integrity, committing fraudulent, unethical, and criminal acts, which she persists in, including perjury at both the State and Federal levels. This brings with it the risks of not only incarceration for Wife but could potentially result in the loss of her license as an Architect, for such blatant ethics violations. Husband believes that by Wife adamantly refusing any sort of "fair" divorce settlement, preferring rather to physically, mentally, and financially sabotage and destroy herself, forcing the loss of all their marital assets, that Wife is essentially giving herself "Chronic Fatigue Syndrome" in the process, by her absolute unwillingness to compromise at ALL costs.

Husband believes, based upon conversations with Wife, both oral and in writing, that Wife has been planning this since the end of 2018, knowing that her boss was soon planning to retire, while anticipating her Federal Income Taxes to increase to \$31k per year post-divorce, under the new tax laws which went into effect at the start of 2019. Filing signally,

living in an apartment, while refusing all tax-wise options which Husband has fervently presented to Wife, as both an incentive and reward, to encourage Wife to continue to grow her career. Which is why Husband believes that Wife refused to sign any agreement with Husband, committing to the 50/50 equity split from selling the marital residence, combined with the \$1,750 per month in “transitional” alimony, which the couple had verbally agreed to, for a duration of 6 years. This verbal agreement (also communicated via email) was a condition to the “Non-Suit”, which they filed to sell their home outside the oversight of the courts, with Husband temporarily moving to Michigan. Since Wife repeatedly refused to “put her own words into writing”, to secure Husband’s equity split and their alimony agreement, Husband refused to relinquish possession of the marital residence, which had been his only “leverage” since wife abandoned him, because both mortgages were in Wife’s name.

As shown in a text message from Wife, on December 22nd, 2018 (Exhibit-B), Wife stated to Husband as follows:

“Correct, my tax situation is going to suck for a very long time... 90k gross – 31k taxes – 21k alimony = 38k net. Plus or minus.”

Wife went on to say:

“Someday when alimony is done, I **can** get a job making only \$43k gross and have the same net of +/- \$38k.” (Emphasis added to point out that apparently the lower income is Wife’s preference.)

Husband already had concerns, but as a result of this conversation via SMS, Husband became convinced that Wife planned to down-size her career, to reduce both her alimony and her income taxes, once her boss retired within the following year. Husband further became convinced, that this was Wife's compelling reason for refusing to sign the previously agreed upon terms of their verbal settlement agreement, to Non-Suit and sell the marital residence outside the courts. Husband was rightfully concerned, that had he gone to Michigan without a written agreement signed, that wife would have "stiffed" him, once the marital residence sold, knowing that Husband could not afford to pursue an out-of-state lawsuit against Wife, for alimony, nor could Husband afford to move back to Nashville, without alimony, after Husband surrendered possession of his home.

Several months later, in a face to face conversation with Wife, Wife admitted that she didn't sign the agreement, because she wasn't sure that she could afford the agreed alimony, speaking of seriously downsizing her occupation after her firm closed, stating that she is even considering seeking part-time employment, instead of her fulltime job.

This was when Husband knew that he could not rely on alimony to help rebuild his life, so Husband decided that his best chance at not losing literally everything, was by trying to keep the marital residence. First Husband planned to obtain roommates, to leverage the wasted space currently in the 2,500 square foot home, while also meeting both Husband and Wife's negative monthly cashflow (Wife claimed to have a negative cashflow of \$400 - \$500 monthly). After obtaining roommates, with Husband's total rents equaling \$1,400 per month, Husband gave Wife the financial benefit of approximately \$900 of those rents, per month. Which should have lifted Wife out of the red, with a positive monthly cashflow

of \$400 - \$500. This is why Husband believes that Wife needed to accept a voluntary pay cut with her employer, to prepare Wife to meet the financial qualifications for filing Chapter-13 bankruptcy.

Shortly after Husband discovered that Wife had filed bankruptcy, Husband was served with both the Ex Parte Order of Protection, and Divorce papers once again, after Wife had assured Husband, that she was done “wasting” her money on lawyers for a “contested divorce”. Husband had been emailing Wife extensively, to ensure that she was keeping up the mortgage payments on their home, which Wife simply refused to answer or reply to. Since the home has Husband’s life invested into it, keeping the mortgages current was critical to Husband, but he no longer had access to the mortgage information, being in Wife’s name, since she had changed the account credentials to lock Husband out.

Despite how many times Husband asked Wife about the status of the mortgages, and even if Wife choose to “keep” the home in her bankruptcy (elected by one checkbox on the bankruptcy forms), both which Wife refused to answer. Then to make matters worse, the frequency of those very emails, in comparison with how frequently Wife chose to reply, was used by Wife and her counsel, as substantiation for requesting an Order of Protection for Wife. Although those emails contained urgent concerns regarding the possibility (and now a forced reality) of Husband losing literally everything, those emails did not contain anything malicious, and certainly not anything threatening, by any means. Yet Husband’s counsel chose not to take the matter to trial, but rather to settle for maintaining the Ex Parte Order of Protection, throughout the duration of the divorce.

Husband understood that the Ex Parte Order of Protection prevented Husband from pursuing Wife, entering her world, or interfering with her life in any way. What Husband absolutely did not understand, was that this Ex Parte Order of Protection still allowed for Wife to enter Husbands world, interrupting the sanctity, privacy, and enjoyment of his home, legally forcing Husband and his roommates to vacate their home for hours at a time, under the threat of incarceration, should Husband refuse to comply.

This, combined by the instant loss of his home, per court order, absolutely pushed Husband over the edge, leading to Husband lashing out inappropriately on Facebook, after days of physical and emotional exhaustion, compounded by the stress of accruing a massive financial debt to his mother for legal fees, without even reaching the stating gate for his divorce. At that point, accruing more debt to maintain legal counsel, no longer made fiscal sense for Husband, especially in light of the fact that his home, which was the Husband's only meaningful asset, had already been ordered by the court to be auctioned in 45-days, with no minimum.

Since wife has preemptively filed for bankruptcy, substantially less financial relief is expected to be obtainable from her. Despite Wife's role as the family's primary breadwinner for over a decade, [REDACTED]

[REDACTED] and the breadth of financial and legal bullying" which Wife had engaged in against Husband, while using both illegal and unethical tactics to undermine the equity in their home without Husband even knowing. Both by accruing "marital debt" on her credit cards, to support two residences, after Wife abandoned Husband, with a poorly planned

budget, which could never cash-flow, as Husband immediately pointed out to Wife. Unfortunately, Wife insisted that she was smarter than Husband and “would figure it out”.

Having managed the couple’s finances for over 13 years, Husband knew beyond any doubt that the couple could not afford two Brentwood residences. They simply didn’t have enough income to support or justify such a brash and irresponsible decision. The evidence of which now is Wife having been substantially fined by the IRS, after her first-time filing taxes for the family, while again aggressively refusing Husband’s assistance.

Wife even fraudulently filed the couples 2018 joint tax return, without Husband’s knowledge or consent. While she changed the marital address from the family’s home to her apartment, changing the phone on file to her own, and scheduling the automatic refund to be deposited directly into her personal and now private bank account, without so much as notifying Husband. This demonstrates the extent to which Wife has been on a power-trip beyond anything that Husband had previously seen in her, as she continued to financially and legally “bully”, dominate, and oppress Husband, throughout Wife’s crusade to “cut-off every limb” to simply discard Husband, without offering Husband any post-divorce support or assistance of any sort.

At one-point Husband asked Wife:

“Is there anything that I can do to help you, besides die?”

To which wife honestly answered:

“No.”

Later on, in a text message, Wife told Husband:

“You won’t do anything for me, you won’t let me be free.”

As bad as Husband felt, still he was trapped inside a home which he could neither afford to keep nor to leave, as wife constantly “ripped the carpet out from under his feet”. While denying Husband any opportunity to establish some basis of stability, without needing to rely upon Wife. That was one of the primary objectives for Husband obtaining roommates. Since most of the money went to benefit Wife anyways, Husband did not obtain roommates, choosing to share his living space with random strangers, simply for the immediate benefit.

Rather Husband was attempting to build a foundation which would be sustainable as Husband tried to obtain the vocational training and future job which would allow him to finally “free” Wife without the exorbitant need for alimony.

Husband’s goal was simply to provide Wife with as much financial relief as he possibly could afford, putting off other financial commitments such as repaying his mother, and continuing to increase that relief as rapidly and substantially as possible. Hoping to gain back his financial independence, prior to Wife self-destructing, setting Husband back more than he could ever realistically recover from. Having shared that strategy with Wife (thinking it would appeal to her), Wife intentionally filed bankruptcy, before and to deny Husband of the opportunity to succeed in his declared agenda; to help save them both from financial ruins.

Utilizing a highly-strategic, extensively planned, fraudulent, focused, devoted, and relentless attempt to “discard” Husband without paying the alimony which Husband was legally due, as well as realistically needs, to have any chance at independently sustaining himself again, with even a fraction of the standard of living which he possessed 15-20 years ago. Husband believes that paying alimony is Wife’s greatest fear, both due to her economic loss while doing so, without the beneficial tax advantages it included prior to 2019, compounded and exceeded by Wife’s fear of her “losing face” with her elite, over-achieving, prosperous, snobbish, condescending, and judgmental family. (EXHIBIT-Z)

Husband believes that Wife’s current philosophy is, that she can destroy herself, be burned to ashes, and still recover quicker, than she could if she agreed to pay Husband alimony fairly. Alimony could last for 6 or 7 years, while only providing Wife with enough income remaining to sustain the rest of her debt, after which she would still need to slowly pay it down. By self-sabotaging her career for a season, Wife has chosen to file bankruptcy, which will have all her debts legally satisfied in 3-5 years, while avoiding the expense of ever needing to pay Husband any substantial alimony. Although a complete betrayal of Husband (again), while further harming his chances at recovery, self-sabotaging and filing for Chapter-13 bankruptcy, as Wife has done, is literally the quickest path for Wife to financially recover. It will literally lead to at least a 50% quicker financial recovery time for Wife, than meeting her financial obligations to Husband and her creditors.

Meanwhile Husband is without, unqualified for, and possibly incapable of obtaining and maintaining gainful employment, a home again where he can both feel safe from storms (a serious phobia associated with Husband’s GAD (Generalized Anxiety Disorder), where

Husband previously built a 40,000 pound, highly sophisticated storm-shelter in the basement of his Duplex, prior to meeting Wife. While Husband also feels safe in their current marital residence, since the home has a massive South-West facing hill, the direction which most severe weather comes from, following the jet-stream (this was a serious consideration in originally purchasing the home). Nestled within a tiny valley, which effectively makes the entire home, the safest place in which Husband has ever lived, which he has enjoyed without concerns about the weather, since it rarely impacts the home. Due to the natural shelter provided by the home's precise geographic location. (Previously, weather was a daily fear for Husband, affecting every facet of his life.)

To punctuate how critical this was, Husband and Wife would not have literally purchased a house on the opposite side of their street, since the South-West facing hill was so critical to Husband, in order to willingly forfeit the security and peaceful assurance, provided by his comfortable, customized, extremely robust storm shelter, which Husband had built inside his Duplex, prior to meeting Wife.

Now in addition to Husband losing the value of his home, Husband also lacks anywhere affordable to live, without Husband being physically forced to liquidate or discard the majority of his personal property, which is bulky, not of much value to others, but extremely important to Husband. So, Husband shall loose on every level, walking away from this marriage with less than he had 20 years ago. Crippled financially, materialistically, vocationally, and credit wise. Along with the increased physical and mental challenges, which typically increase with age, pushing the goal of recovery with a

fraction of the standard of living previously enjoyed (both prior to meeting Wife, and since) further out of Husband's reach.

Husband is repentant for that which he has done wrong, more than most people will ever understand. Husband understands that without his complicity and misplaced trust, he could have never found himself in such a dire state. Yet there is something much greater being done "wrong" here to Husband, than by Husband. As Wife leverages the law, along with her violent character assassinations of Husband, with a fraudulent narrative, the uncommon minority stereotypes, media hype, and social anxieties. While gaining sympathy playing the victim, exploiting common misperceptions about the "weaker" more "fragile", "innocent" and "needy" gender. That is certainly the story which Husband believes that Wife would like the court to believe; however, that's not what Husband believes that the evidence here shows.

a Husband was sleep deprived, distraught, and overwhelmed after court on August 1st, when Husband learned that he is losing his home, which holds his entire life's savings, all his retirement, and nearly a decade of work, by the aggressive, unfair, harassing, demeaning, strategically planned, multi-faceted legal assault by Wife and her counsel. Wife's main objective is to not pay Husband alimony, at ALL costs. Even at the expense of destroying herself; her career, her health, and her life. (Claim will be backed with significant documentation.) Especially after the 2019 tax reform laws, where alimony is no longer tax deductible for the advantaged

party. Even though Wife has been the primary breadwinner for the past 12 years of their marriage.

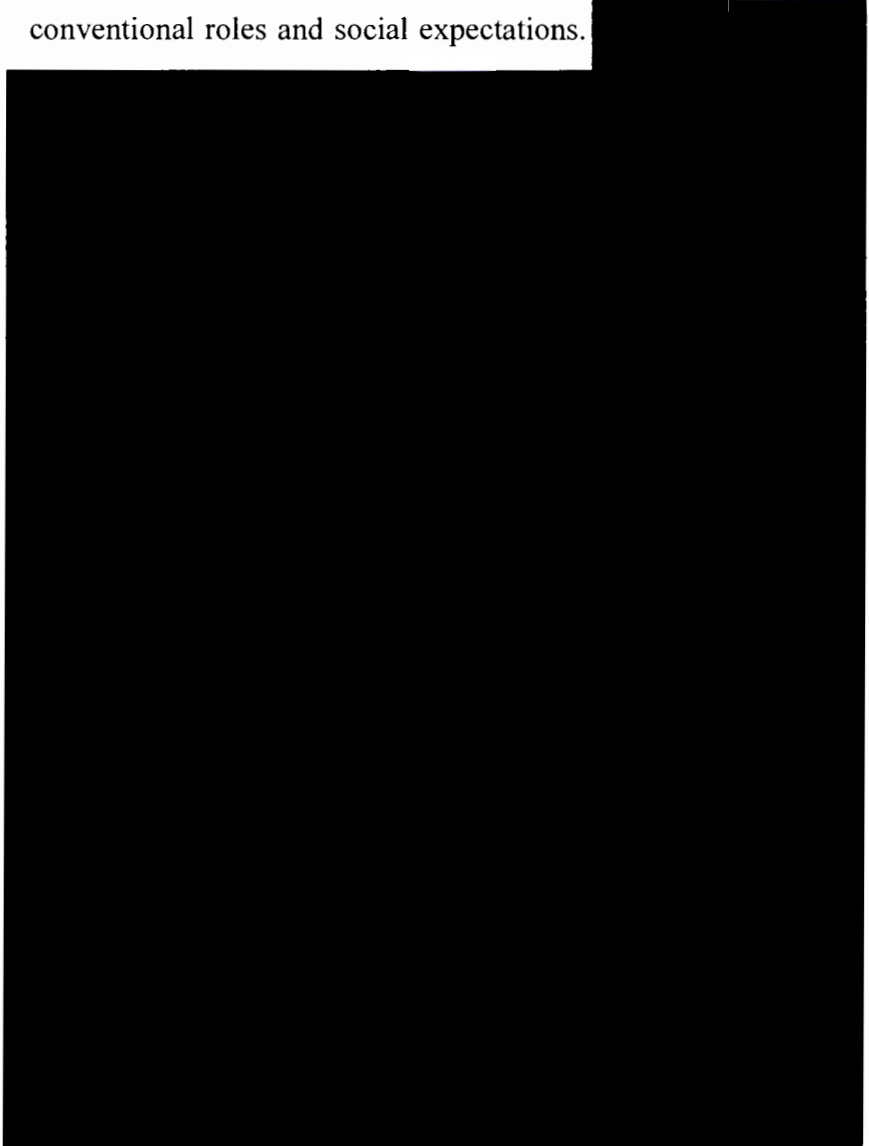
b Wife has been “bullying” Husband, both financially and legally, with false claims. Wife’s first divorce complaint stated that Husband is crazy, but highly skilled and employable, a complete contradiction of claims. Now Wife’s narrative is that Husband is dangerous, while being highly employable since he is a “genius” with computers.

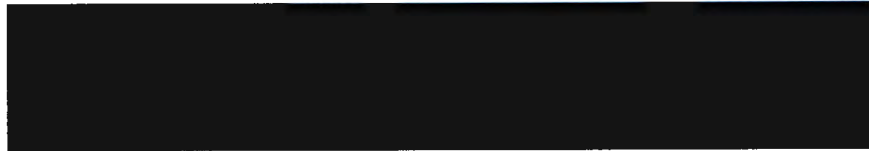
i Husband has been tested to have an IQ of 100, which is as perfectly “average” as they come.

ii Husband is not a “genius” at anything, especially related to any specific vocation, as he has spent his lifetime diluting his vocational value to any one discipline, by migrating from trade to trade, primarily determined by supply and demand, rather than passions, interests, and aptitude, which has been Wife’s privileged vocational history. Prior to marriage, without any higher education, Husband has always been a blue-collar worker, often working two and sometimes three jobs simultaneously, simply to support himself with a comfortable but much, much lower standard of living, than the couple had together.

c Wife claims that Husband refuses to work.

i That claim couldn't be more of a lie. Husband works constantly to try to meet every need of the family, to contribute "his share", and to (impossibly) please Wife. Husband has never been lazy, nor even accused of such. Wife complains now, accusing Husband of refusing to have a job outside their home, because it adds leverage to her divorce complaint, based upon conventional roles and social expectations.





iii Wife repeatedly assured Husband, that as long as the two could live on her income, without accruing a negative cash-flow, increasing their debt, that Wife was absolutely content in living their entire lives on primarily Wife's income, in order to have Husband manage and take care of every other major need for the family, and to be at her beckon call. Wife affectionately called Husband her "House Husband", both publicly and in private.

iv Wife also liked having Husband constantly at home, to care for, meet any emergency needs for, and provide company to the family's pets. Wife is a very abnormal pet lover, beyond any common conventional belief structure, and would sacrifice anything to ensure the happiness of the family's pets.

d Wife claims that Husband refused to sell their marital residence, despite the dire financial condition which Wife was in. That Husband was a constant obstructionist regarding the sale of their home.

i Though the home is a once in a lifetime opportunity for Husband and Wife, originally cherished by both, holding almost their entire net worth, which Husband had not only invested all

of his wealth into, but also his daily labor maintaining and improving the property for nearly a decade.

ii Recognizing the realistic alternatives while trying to determine how to rebuild his life, there were many times, frequently for several months, within the past year and a half, when Husband was not only willing to sell the marital residence, but Husband even offered to freely surrender his equity to Wife twice, with the sole condition that Wife live in the home and enjoy it for five years, before selling it, simply to profit from cashing-out and keeping both of their equity.

iii In all the above-mentioned instances, for one reason or another, often without Wife even providing an explanation or a response why, Wife chose not to perform, hence keeping our joint ownership in our home.

iv The urgent financial need has been fabricated by Wife, and Wife has refused to put the primary terms of her own verbal settlement agreement with Husband, on paper. Resulting in at least as much delay in selling the home as Husband has caused.

e With Wife possessing a degree from MIT, and being a licensed architect, with a \$94k per year gross income, which is actually an income of \$116.5k per year with her employer provided benefits included (while

Husband was a high-school drop-out and has never made over \$50k per annum), neither of which would have been possible without Husband's support, it was jointly determined, very early in the marriage, that Wife's time is best leveraged earning income, while Husband's time is best leveraged making said income work hard and efficiently for our family, while filling every other crack in our lives. Husband managed, customized, and cared for our homes and their properties. Husband managed our finances, managed our taxes, managed a rental property for most of the marriage (Duplex), which Husband previously owned. Husband also ran several small businesses, from being a Residential Real Estate Agent, to opening a small marketing firm, building websites, performing IT work both locally and remotely, while managing and maintaining most of the Tech needs of Wife's architectural firm, for many years.

f Husband is completely self-taught in the area of computers and technology, without any licensing or certification, and having never worked for any company in that capacity, except for his own tiny start-up, which almost completely serviced Wife's employer. Similarly, Husband's "jack of all trades and master of none" career path, has diluted his value in any one specific discipline.

g Prior to the marriage, Husband worked blue-collar jobs all his life. The most recent of which was running multi-million-dollar printing presses, for Atlantic Envelope Company, with the global FedEx contract for

manufacturing their Tyvek envelopes. Husband was one of the top-three “Lead Pressmen”, in both skill and wages, within his manufacturing plant. This was a good job, with good benefits, including an hourly rate of \$24 per hour at its best, but there was a hard ceiling at that point with no room to grow, advance, explore, or excel.

h Husband’s employment with Atlantic Envelope Company ended shortly after the marriage, after Wife obtained her Architect’s License with Husband’s help. Wife encouraged Husband to pursue a career in Real Estate, which excited us both for a while, as we explored the intersection between Architecture and Real Estate, taking on a “flip”, rehabbing it literally from the ground-up, and selling it, while we studied other investment models and properties. In the end, both Husband and Wife found Real Estate to be stressful, unreliable, and generally disappointing. Through an aptitude test in counseling, both learned that Husband is “wired” more toward the technical professions, instead of what are primarily “people centric” occupations.

i Husband regretted leaving Atlantic Envelope Company for several years, since it was the best money and “fit” which he had found so far. Husband only feels good about a job, when he is seasoned, proven, and can out-perform most of his co-workers. Husband has always found his security in his skills, never before in his relationships.

j Within a few years, Atlantic Envelope Company was sold a couple of times, then they went bankrupt. The Nashville plant was closed, and finally the entire company went out of business. The same has been the case for CPS in Franklin, where Husband previously worked as an “Assistant Pressman”. Along with nearly every manufacturing printing company in town. Printing, once the second largest industry by volume, in the Greater Nashville Area, probably isn’t within the top 100 today. The industry is simply gone, largely due to home computers and overseas manufacturing.

k Husband needs vocational rehabilitation, in order to focus training on a specific tech discipline, to grow his skills, value, and to earn a certificate or license in an area which has the capacity to earn what Husband made prior to the marriage, over twelve years ago. Husband’s only IT “reference” currently, would be Wife and Wife’s employer. Neither of which are willing to lend their endorsement, despite Husband’s excellent performance in serving their firm, in different roles for over a decade. While simultaneously saving them a small fortune, compared to industry-standard rates.

[REDACTED]

Wife has manipulated and taken advantage of Husband, as well as the legal system, while extorting every bit of value from Husband’s life, finally to discard him as a piece of trash without any responsibility or care. Wife blatantly lied to this court, to pretend to feel “physically

threatened”, when Wife knows clearly that “words” are Husband’s “weapon of choice”. Actually, words are really what Wife fears the most from Husband, not in the toxic or abusive sense like she is portraying and you would expect (we rarely even communicate anymore), rather Wife fears Husband publishing evidence online, showing Wife’s unethical, senseless, careless, and even criminal activities. Some of which Husband must now share here today, in order to have any chance at a fair trial, after the exhaustive amount of false and fraudulent narrative which Wife and her counsel have repeatedly attacked Husband with now (4x), before Husband even had the opportunity to file an “Answer and Counter Complaint for Divorce”. Despite the false narrative presented by Wife and counsel to date, Husband continually wrestled with his first Attorney to file the “Answer and Counter”, ultimately bringing about his “change in counsel”, at Husband’s choice.

a Wife’s real reason for wanting an Order of Protection, was to use as a GAG order, preventing Husband from notifying the public online, or through local media, the scam which Wife is getting away with, legally and financially dominating Husband and then dumping him here, while self-sabotaging and lying about assets to qualify for bankruptcy, simply to exhaust any financial relief Husband is due, both during the interim, as well as after the divorce, by way of alimony.

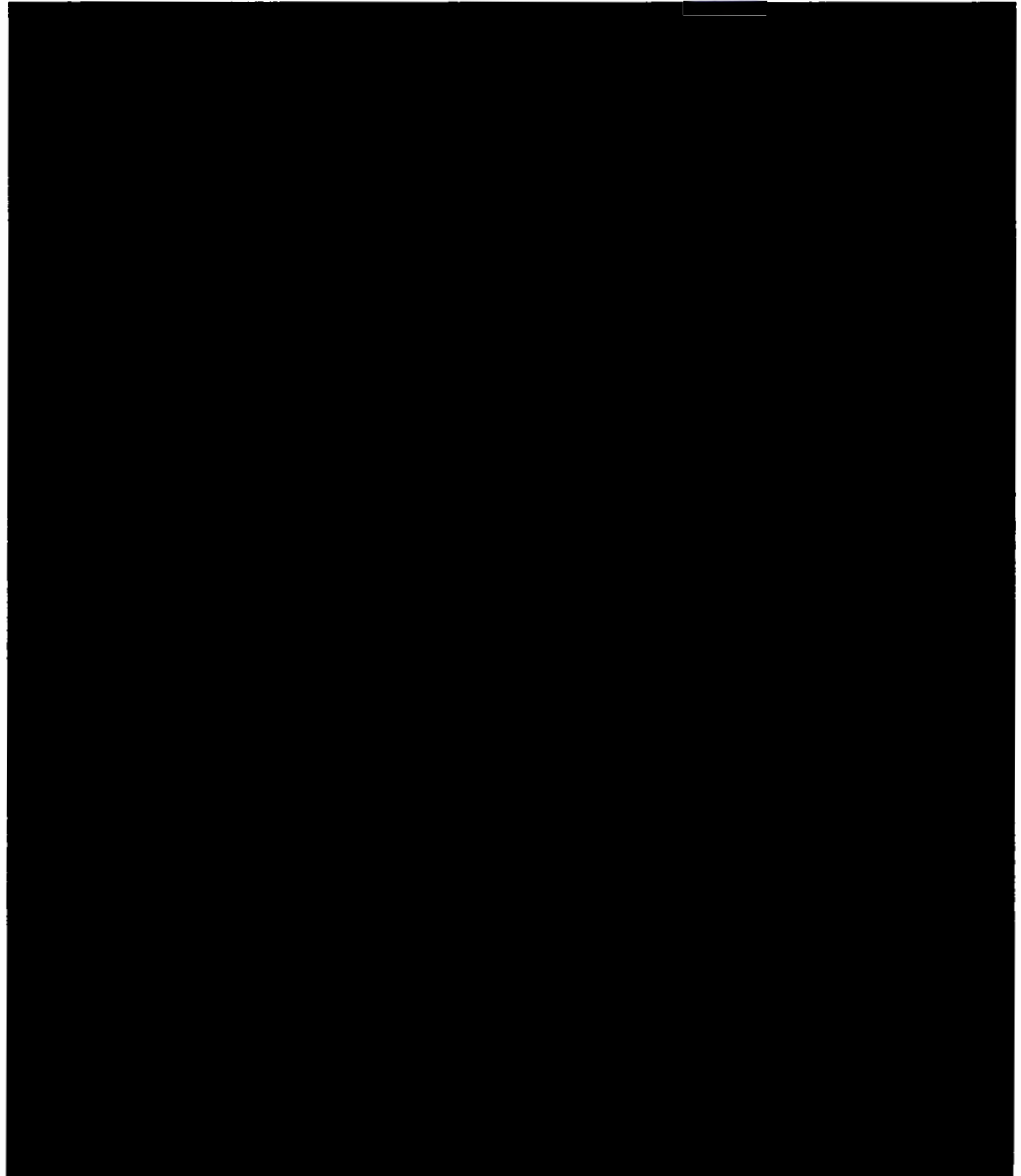
b Through “Collaborative Divorce” with Sandy Arons, Husband and Wife learned that husband should be legally due between 22% - 24% of Wife’s gross income, for approximately half the term of our marriage, which is about 6.5 years.

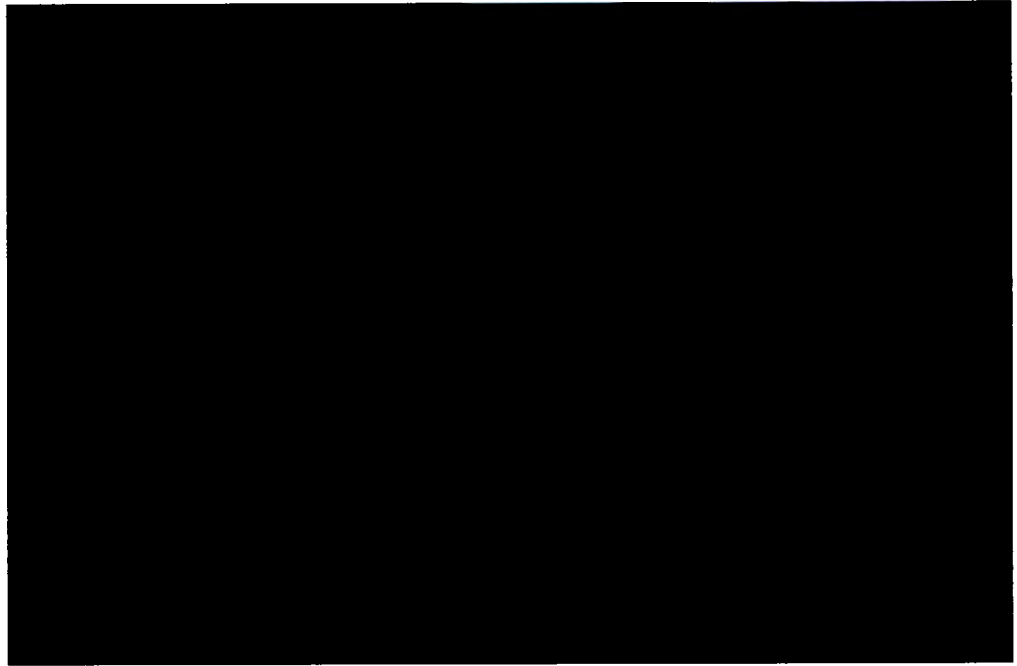
c In real numbers, during negotiations, that worked out to be between \$2k - \$2.2k in alimony, per month, for a period of 6 years (at that time). Even after Husband and Wife decided to do a “Non-Suit” to sell our home outside court, it was with the verbal agreement for the parties to split the proceeds from the sale 50/50, less only the first and second mortgages. Followed by Wife paying Husband transitional alimony, in the amount of \$1,750 per month, for a duration of 6 years.

d The agreement was that after the marital residence was sold outside of court, each party would be responsible for the debts in their own name (hence the reason for doing this outside of court), each taking our 50% of the net sale proceeds, to do whatever we choose with it. Then, claiming to no longer have any “marital property” or “marital debt”, we would file a FREE divorce using the forms provided online by the State of Tennessee. After which Husband would continue to receive the \$1,750 per month (as transitional alimony, which can’t be modified), for 6 years, as he sought vocational training, and began his whole life over at 50 years old.

e The only reason why Husband and Wife never proceeded with the plan to sell our home as agreed, is because Wife absolutely refused to put our agreement into writing. Though confirmed via email, Wife knew that her employer was planning to retire within the next year, so she expected the firm to close, and Wife wants to get a “fun” job now, or to only work “part-time”, as she has since finally admitted.

f The Chapter-13 bankruptcy forced husband out of the house, with no prior warning about the default. Wife refused Husband's questions about their mortgage status, as he saw most of this coming, except for Wife's own bankruptcy, that was a surprise, but brilliantly cruel! While husband suspects those mortgage payments were funneled to pay for Wife's legal fees, both for her bankruptcy and the divorce, with Wife's current counsel.





i Husband and Wife had promised each other that we were going to live in this home, on Sunnyside, for the rest of our lives. Everyday that's what Husband worked for... Forever! 60% of everything Husband did, wasn't for the benefit of that day, week, month, or even year... but to make a nice home for us forever! Without which, neither of us could have ever afforded to purchase a comparable home in this zip code. Husband would get to continue to work from home or be a "House Husband" as Wife affectionately called him (almost daily). Anything which Husband asked about around the House, Wife would make a snappy comeback with, "that's your job!" Husband's job never ended, and it was eventually discovered that once menopause started early (about 5 years ago), that Wife was absolutely impossible to please!

j Keep in mind, that Husband contributed about 60% of our start-up capital, toward the down payment, and nearly \$100k in renovations the first

year we purchased our home. Both Husband and Wife cashed out all Roth IRA retirement funds, to invest into the down payment, as soon as the funds recovered 75% of their value prior to the 2008 housing market crash. So, with a purchase price of \$350k in 2011, plus around \$100k in renovations that first year alone, we were at around \$450k during the start of 2012, then Husband sowed seven more years of work into improving our home, forever!

k During this time, Wife invested her life/time into increasing her professional value as an Architect. (Something which no-one can ever take away from her.) Meanwhile, Husband invested his life/time into customizing and maintaining our home forever, to enjoy and benefit from (he believed), for the rest of our lives. Which was abruptly taken away by Wife's scams, financial and legal coercion, and the court ruling an absolute auction with no minimums, including all of Husband's personal property, if he can't move it out quickly enough. As Husband simultaneously needs to spend days and weeks endlessly trying to learn how to legally survive Wife's constant legal harassment.

l As verified by the attached exhibits, the fraudulent narrative, and the motions and petitions filed by Wife hence far, Husband respectfully asks the court for relief, under the legislation known as "Stalking by Way of the Courts". Wife has filed abusive motions and petitions in this divorce, designed to "harass or maliciously injure" the Husband, by exhausting his economic resources and trying to force him to make financial concessions.

This is simply a litigious form of domestic assault. Also referred to as “malicious prosecution or abuse of the legal process”.

i All filings by Wife under Docket No: 48419B, show some form of this oppressive harassment, stalking, and domestic abuse.

ii Additionally, the “MOTION TO DEEM HUSBAND SERVED”, and all the attached ugliness, including our custom “No Trespassing” signs, at the entry, designed collaboratively by Husband and Wife together. Yet falsely portrayed by Wife, as an irrational act by Husband, further used as justification for the Ex Parte Order of Protection, filed by Wife against Husband, to further harass, control, stifle, dominate, and injure Husband’s first and second amendment constitutional rights, knowing exactly how crucial those freedoms are to both Husband and Wife.

1 Wife’s counsel filed this motion on 6/20/2019, the day after Husband’s counsel (then), Attorney Brittany Gates, communicated with Ms. Story on 6/19/2019, informing her that Ms. Gates was representing Husband, that Husband had already received service, and that Ms. Gates was Husband’s Counsel of Record. None the less, Wife’s counsel filed this motion with the court, though totally unnecessary, purely for the opportunity to further

smear the Husband's name, with their false and fraudulent narrative, solely for more litigious leverage over Husband. (They weren't going to let all that good ugliness go to waste.) Furthermore, someone from Ms. Story's office directly emailed the documents to Husband, though they had already received notice that Ms. Gates was Husband's Counsel of Record. Such created an ex parte communication, which was wholly abusive and unnecessary (Exhibit-C).

2 The marital residence was purchased on 4/29/2011 (Exhibit-D).

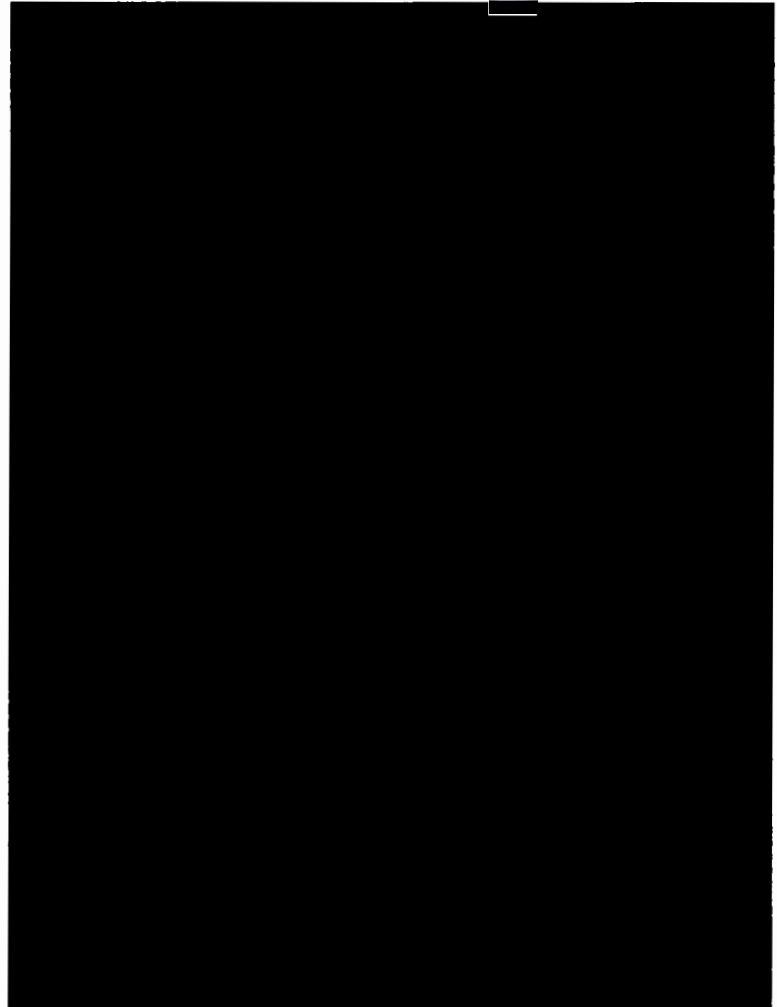
3 Honeywell Vista alarm system, was purchased on 6/13/2011 (Exhibit-E).

4 Zavio IP Dome surveillance camera was purchased on 3/15/2013 (Exhibit-F).

5 No Trespassing signs purchased Nov/Dec 2015 (Exhibit-G) shows communications between Husband and Wife will selecting sign styles, along with purchase receipts.

6 Hikvision IP network surveillance cameras (10x) were purchased on 1/20/2016. Floorplan design by Wife, allocation by Husband and Wife (Exhibit-H). Installation by Husband. The floorplan provided is file

dated 9/5/2016, with Wife's handwriting visible on the bottom-right, with the following dimensions "outerhole: 3 1/2" from each inside edge of facia..." Wife drew other plans and elevations, to help Husband determine roof/soffit/facia relationships and dimensions to install throughout.



8 Alarms are normal for everyone, Husband and Wife had those at their previous home. Husband and Wife also had "No Trespassing" Signs at their previous home,

though that was primarily due to the transient rental neighborhood that the Duplex was zoned in, near Nipper's Corner.

9 The signage was for setting "boundaries". The alarm was really the only thing for "security". The surveillance cameras (which weren't monitored), were only for "accountability", after damage or intrusion was detected and researched for proof.

10 All of the electronics had something to do with the fact that both Husband and Wife like electronics, Husband more so than Wife, yet both are geeks at heart. Additionally, Husband's small business from home was in the tech industry, and Husband enjoyed learning about new technologies while installing them in his home first, to see if there might be any viability to adding that to the services he offered. Most took way too much time for Husband to ever be able to reasonably offer installation services to others. At the same time, both Husband and Wife got to enjoy a home (forever) which had built-in technologies, which neither of the parties could have ever afforded to pay third-party companies to install, administer, manage, and host. (At least not concurrently.)



n Husband believes that with the assistance of Wife's father, Wife undermined Husband's equity, by redirecting months of missed mortgage payments to the destination of Wife's choice. Hence benefitting Wife toward another financial need, while forcing the home toward foreclosure, and simultaneously leaving the court with no choice but to eject husband and tenants, followed by auctioning the home.

o Husband refused to render himself "homeless", without having in writing (even without lawyers), some assurance about how Husband could again afford to have a place to live. Now because of Wife's games, her deep dark strategy [REDACTED]

[REDACTED]

[REDACTED] allows Wife's income to decrease (as she plans), and the bankruptcy court will modify her "bankruptcy plan" to accommodate her reduced income.

p Husband insists that Wife had no legitimate need for an OP, but rather that she simply wanted the protections of a "GAG" order, along with

the opportunity to assassinate Husband's character and continue with her fraudulent narrative. Wife was armed at all times, with both her Glock .40 caliber handgun, which she keeps inside her purse (it is under the seat of her car, while in court) and a large law-enforcement quality, pepper spray cylinder, attached to her keychain. Husband requests that the OP Ex Parte be abolished, as it was fraudulently requested, under false pretenses, for purposes other than which it was designed, as a sweeping order to provide physical safety to those in jeopardy of physical harm.

q One of the realities which Husband understands in life, is if someone calls the police and says (with panic), "Help! I'm scared that my Husband (brother or friend) might publicly expose the TRUTH about me online, along with the substantiating proof." That the police don't usually rush over to arrest, restrict, or confine the perpetrator.

r However, if you simply change a couple of words to say (with panic), "Help! I'm scared that my Husband (brother or friend) might physically harm me." In that event the police will probably rush right over, intervene, arrest, warn, restrict, or confine the perpetrator.

i At which point, if you can obtain an Order of Protection, or a Temporary Order, you're not only protected from physical harm (which was never really a concern).

ii You also are protected from a host of other concerns, since the "perpetrator" has had some of his basic constitutional rights revoked, as a result of the tiny lie which you told the police.

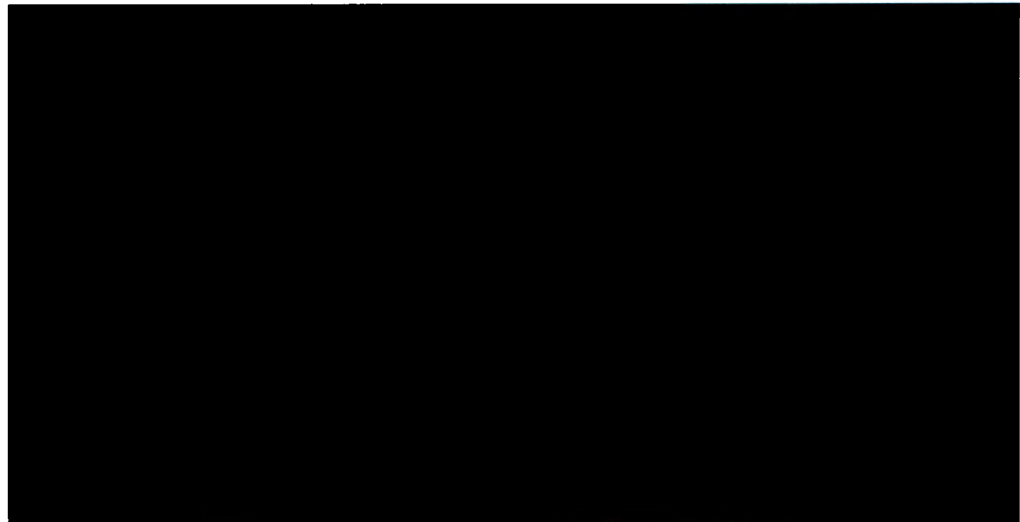
iii Husband has seen this abused more than once, and so has Wife, and people know the power which this one tiny lie can yield over others.

iv It is for this reason, that during Husband's research, that an Order of Protection is commonly referred to as "the second most oppressive and abused piece of legislation" used against the American people. It is also commonly referred to as "the nuclear bomb of divorces." Husband can personally attest to the accuracy of both of those descriptors.

s Even though Wife has convinced herself (and everyone within her circle of influence), that she is the victim here, really many of her "actions" (as opposed to Husband's "words") have been extremely aggressive, even violent, in a non-physically threatening way. Wife's unilateral choices, without a moment's notice, warning, or any opportunity to course correct, have financially devastated the family, and rendered all their property virtually worthless.

t Husband accepts his share of blame in all matters. Husband knows that he is neither a victim nor an abuser, he is something rather broken, in between.





w Throughout marriage, Husband felt as though he could never “catch-up”. Between Husbands ADHD (challenge with focus) and OCPD (a need to do tasks excellently, or not at all), Husband never seemed to be able to “catch-up” to Wife (Exhibit-A). Wife appears to be counting upon that, with her divorce tactics now. To keep running, and running, and running. If Husband ever has the time and resources, he can disprove every false claim of Wife, which is why she is intentionally hitting him as hard and repeatedly as she can.

x The simple thing which Wife apparently doesn’t see, is if she worked “with” Husband a little bit, to help him reach some level of financial, vocational, or residential stability, Husband would make his way on his own. Never as quickly as Wife. Never nearly as fruitful or prosperous as Wife. But that is life. Husband wants to be “free” as badly as Wife does. He just hasn’t had the time to fight these litigious battles while trying to reinvent himself at 50 years old. Husband can handle one major project or challenge at a time. If Husband is to move, then Husband needs 2-3 weeks

with nothing else in the World to focus on besides moving. Likewise when he gets moved, he will need a couple of months to get sorted in his new environment, adjust to massive social and economic losses, and try to find some job to help buy food until he can improve his vocational training, to where he could be functionally independent again.

y Husband doesn't want to "use" Wife as she and her family believes. Husband made more money and had significantly more property than Wife when they met. Husband was never attracted to Wife because of her MIT degree or her professional future, she didn't have a dime when Husband met her, and was actually \$15k in debt to her mother from her previous divorce.

z Husband's foundational belief is that both Husband and Wife reached this state of brokenness together, so they should work their way out of it together also, rather than poaching off of Husband's poor elderly mother, at the age of 50 years old. Husband's mother was primarily a single parent "nurse", with five children. Every penny Husband's mother has, is because she denies herself basic luxuries which Husband still enjoys daily, even though Husband is penniless, unemployed, largely unemployable (due to speed and specificity, along with outdated vocational skills and experience), and soon to be homeless. Please see the letter left to Husband and his mother's best friend and husband, regarding what she had saved her money for, since both of her parents got dementia as they aged (Exhibit-J).

aa After October of 2018, when the Court schedule was mostly full, through the end the year, Wife refused to “settle”, saying that since she missed-out on the tax write-off, which was grandfathered for all who finalized their divorces prior to 2019. Wife has refused to work with an independent third-party by any means since. The reality is that \$120k in alimony over the next six years, is a lot scarier to Wife than throwing away our equity in our home, than paying a lawyer \$20k-\$40k to fight a “contested divorce”, or even than filing bankruptcy herself, in the end. Earning slightly less than a six-figure income and filing bankruptcy over \$50k in debt. Husband is the opposite, has never had over a \$50k per-annum job. [REDACTED] While Husband’s last retirement investment in his home, is being essentially forced-out by fraud...

[REDACTED]

3. Husband has a sleeping disorder, which Wife believes to be “Non-24”, that she learned about during one of the narcolepsy conferences which she attended. Husband never saw any confirmation regarding Wife’s walk-through confirming any time or date for the walk-trough, since it was so short notice (Husband has told his counsel, that he requires at least twelve hours’ notice prior to any commitments or meetings, because Husband is often awake all night, and sleeps all day. Such was the case in this instance.

Husband awoke around 3am to find information in his email about the appointment, after the scheduled date and time had already concluded, twelve hours prior. (Husband is often awake for 24 hours, then sleeps for 12 or 16. Husband must always know before going to bed, when he has any appointments or obligations the following day. , until after the time scheduled by Wife's counsel, while falsely claiming that I had confirmed the appointment time and date.

a Despite the complaints from Wife's counsel about Husband trying to delay or obstruct the walk-through or the auction in any way, that is completely false. The court order never mentioned anything about the Auctioneer accompanying Wife and her counsel during this walk-through. This walk-through per court order, was supposed to be completed much earlier, with a subsequent list of items which Wife wants to keep (determined during the walk-through, which was the purpose of the walk-through, as well as for Wife to ensure the condition of the property). Wife's counsel sent a list prior to the walk-through in an attempt to comply with the court order, but completely failing to meet the 10-day deadline for the walk-through, plus to provide to husband the subsequent list. Nobody informed Husband about the accompaniment of the Auctioneer, or any other parties beyond Wife and her counsel. Any other arrangements were at the fault, and outside the control, of Husband. To this day (8/27) Husband has been told that Wife is still compiling a more comprehensive list of personal property, which she established during the walk-through, yet even

though it was legally due by court order on August 11th, Husband has still never received any such document since the inspection.

b Husband made every attempt to communicate quickly and accurately with Wife's counsel to help schedule this, even going so far as copying her directly in Husband's emails to his counsel to ensure that his messages were getting relayed to Wife's counsel in the quickest possible fashion (for which Husband was reprimanded both by his counsel and wife's), but Wife's counsel still totally dropped the ball on this, while again aggressively blaming Husband and filing a complaint with the court.

i This is simply another example of litigious "bullying", which is completely inappropriate, harassing, abusive, unacceptable, and illegal.

ii Husband respectfully requests that the court order Wife and her counsel, to be less litigious, to work cooperatively with Husband toward solutions benefitting both parties, rather than filing inaccurate, twisted, false, and condescending motions, to hijack, oppress, and injure Husband, both in respect to the financial injury which he has suffered to date, of nearly \$13k in legal fees, without even beginning his divorce, as well as injuring husband's physical and emotional, needing to figure out how to reply to these often fraudulent motions, under the threat of incarceration should he fail. Meanwhile, if Wife and her

counsel really want to sell the marital residence, then Husband both needs and deserves enough time to pack his possessions (all 3,000 SqFt of them) and move to Michigan. This will take an absolute minimum of two weeks to simply be ready to vacate the property, which Husband wants to do prior to the auction.

1 As such, Husband requests an extension for the sale date, as well as for the dates for Wife to remove her personal property, so that Husband will not again be forced to vacate his residence, when he needs every available moment for packing.

2 Husband requests that the court order a two-month moratorium on any deadlines and court filings on this docket, including all motions, petitions, etc... with the only exception being if Husband fails to vacate the property by September 15th.

3 This time is needed with Husband's handicaps, so that he can focus on his move, and have any chance at completely evacuating the property by September 15th. (Provided the court approves.)

4 This would allow the minimum time required both to pack and prepare to move, while allowing husband to break-down his office and complete the move to

Michigan, without fear of concurrent litigation being filed, forcing Husband to redirect all energies to meet the emergency legal demands.

5 The move will require Husband to obtain significant storage space, and will require a lot of physical assistance, for weeks, to just begin to get settled, while moving into Husband's mother's small basement in Michigan.

6 After which Husband will need to assemble office furniture, and rebuild his network, get his server up and running, etc... during which time Husband will have no access to any of his files and records related to this divorce.

7 Consequentially, until this move is completed, Husband will be physically incapable of responding to court filings without Wife first winning default judgments, which is absolutely unfair.

8 Should the court not find this two-week auction deadline extension agreeable, or the two-month moratorium on all court filings so that Husband will have the time needed to move, then Husband will be forced to remain in Tennessee throughout the Auction,

and require additional financial assistance to do so, now that Husband's tenants have been evicted by the court.

a As per court order, there are no more rents coming in, plus Husband was forced to return tenant deposits, which he had used to merely survive, Husband is now behind on all the utilities for the property, and requires some emergency financial assistance from Wife, immediately, if the court will allow. Otherwise Husband will be forced to turn-off all utilities upon vacating the property, to not run up more debts in Husband's name than necessary.

b The utilities run approximately \$400 per month, plus with the loss of \$1,400 in rental income, which just barely allowed Husband enough money for food, gas, meds, and to pay the utilities, Husband requests some immediate emergency financial relief from Wife, in the amount of \$1,000 now, to bring the utilities current and to provide Husband with enough money to purchase food and his basic essentials, from now until September 15th, when Husband vacates the property to head to Michigan.

c Husband is temporarily borrowing the money for the move from his mother, expecting that cost to be around \$3,000, plus the cost of monthly storage. Husband requests the court to reimburse this expense to Husband's mother, immediately upon the sale of the home, from the Husband's portion of the remaining equity.

d Husband also requests the court to order Wife to transfer all the utilities back into her name immediately, or if the court and the Wife prefer, to order Wife to pay Husband an additional \$500 prior to 9/5/2019. to leave the utilities on in the Husband's name, through the auction, up until closing, provided that all takes place within our current timelines.

e After the move, Husband respectfully requests that the court order Wife to begin paying Husband \$500 per month again, adjusting her bankruptcy plan as needed, as temporary support, to help cover the cost of Husband's food, so not to further burden Husband's mother financially.

f Of these monies listed above, Husband respectfully requests that only the costs of moving and storage, be deducted from Husband's share of the sale proceeds, as the rest is believed by Husband to be the minimum due Husband from Wife, under Tennessee law, to help partially support Husband, until a full and final divorce decree can be reached, along with hopefully a corresponding alimony agreement, which Husband sincerely hopes the court will grant him, so that Husband will have an opportunity to obtain vocational rehabilitation and one day become financially independent again.

9 Should the court be agreeable to extend the deadline of the auction for two-weeks, and to the two-month moratorium on all court filings, provided that Husband vacate the property by September 15th as proposed, then Husband requests that the court all the Wife to handle all communications and interactions with the Auctioneer, after September 15th, once Husband has vacated the property.

10 In such event, not out of any disrespect for the court, obstinance, or belligerence on the part of Husband, nor due to any resentment toward the court, Wife, or this process, Husband respectfully requests that by court order, (not a POA or Quit Claim Deed, which Husband must sign), the court executively provide the Wife with the authority to completely sell the property, without the need for any signatures or participation by Husband.

a To frankly explain the reason this is so important to Husband, again, it is out of no act of disrespect, rebellion or defiance, it is simply a matter of beliefs. Husband believes that by providing his signature, that he is approving of the transaction which he is signing for.

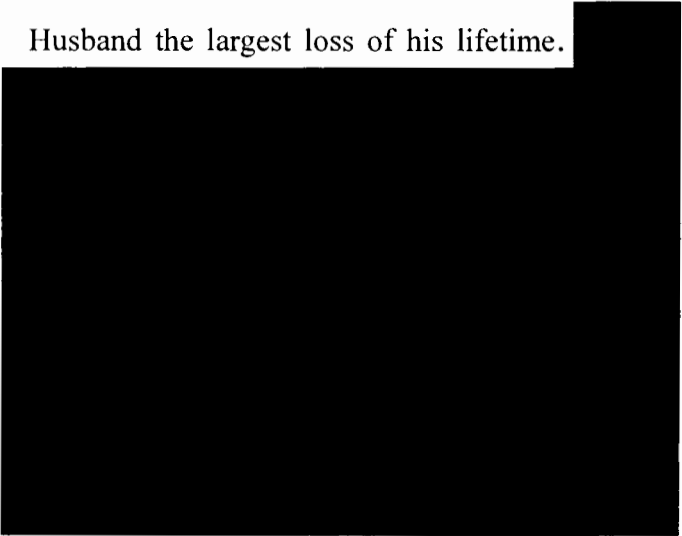
b While Husband believes that he is being robbed of his home, and any opportunity to take over payments and try to keep it, by Wife's fraudulent default on the mortgages performed months ago by Wife, without providing Husband with any notice, while refusing to even reply to Husbands questions on the matter.

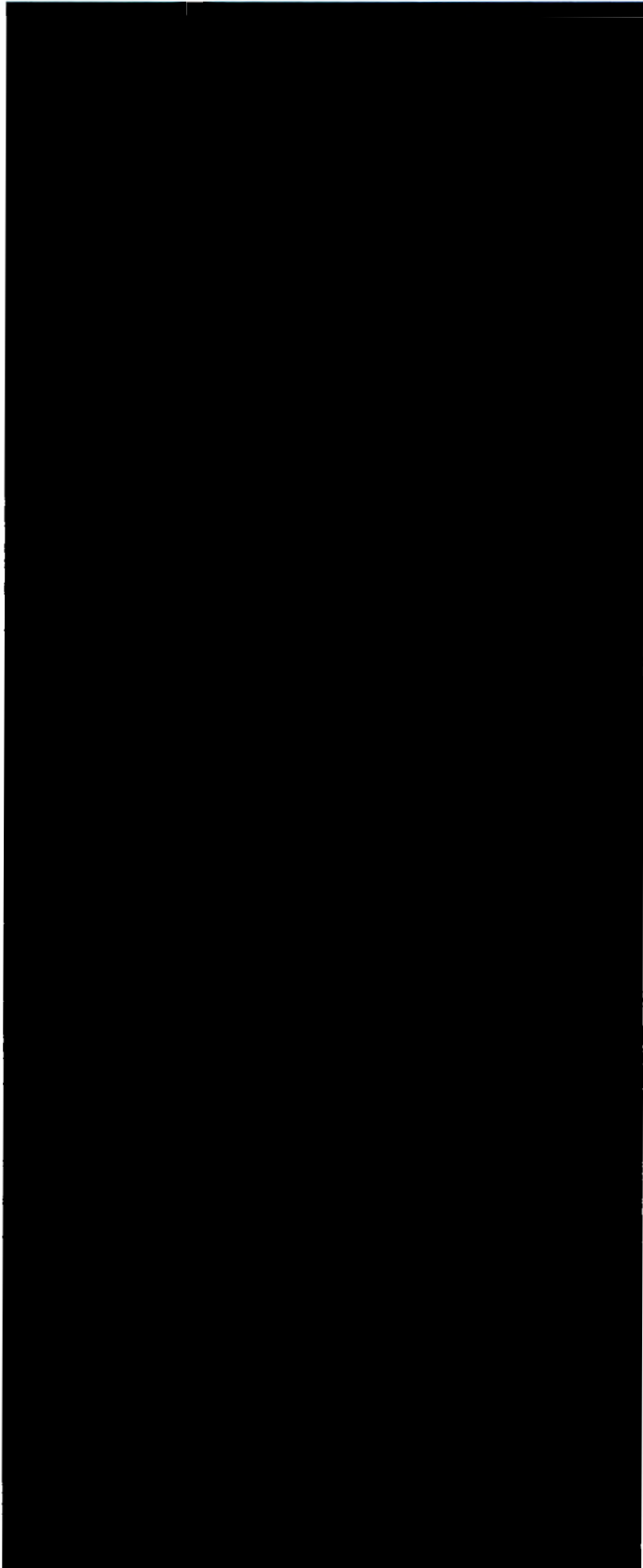
c Husband does not blame court for this, but Husband absolutely feels as though he is being robbed of most of what he has worked for in his life. Regardless of the auction sales price, or the amount of final alimony Wife is ordered to pay Husband (should alimony be awarded), Husband will never, in his lifetime, have the opportunity to enjoy this standard of living again. With all the unique characteristics which this property naturally possesses, as well as those which Husband spent nearly a decade building and constructing on the property, for the family's home forever. Husband recognizes this as a once in a lifetime chance for both the Husband and Wife, which now they have foolishly forfeited.

d Husband tried with every ounce of his being to prevent Wife from forcing this outcome, but with the mortgages in Wife's name, Husband ultimately was powerless over monitoring their status. At the same time, without some serious training, followed by a full-time job, and a few years of advancement, there is no way that Husband could have proactively paid the

mortgages, just “in case” wife wasn’t continuing to pay those bills, as she had been. Without absolutely any notice to Husband that her financial situation had changed, even if legitimate, which Husband highly doubts. Regardless, with timely notice from Wife to Husband, that their jointly owned asset was at risk, Husband could have worked towards finding a solution to help cure that financial shortfall, prior to reaching the point of default.

e Yet Wife stole that opportunity from Husband, and as such, suffering a loss of a lifetime, without so much as a hint in advance, Husband wishes to play no part in the final moves of Wife’s schemes, to abandon and financially undermine Husband, costing Husband the largest loss of his lifetime.





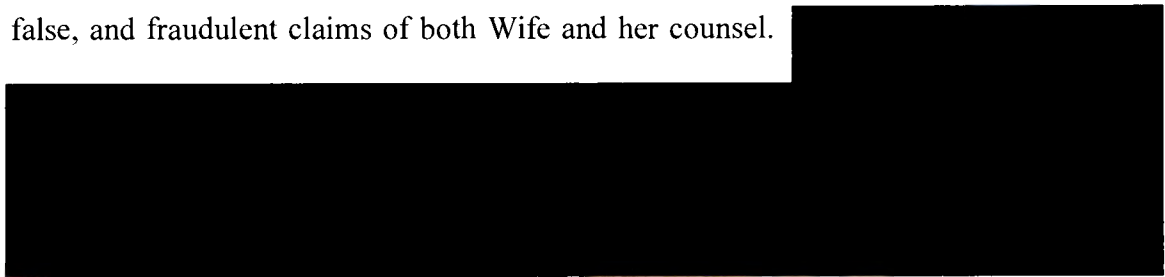


4. Per court order, both the Wife's walkthrough and thereafter her list of personal property which she requested from the marital residence, were supposed to both be completed within 10 days of the August 1st hearing date. That means that per the order of the court, the deadline for both of those tasks to be completed was on 8/11/2019. Ms. Story never even contacted Husband's counsel to begin scheduling the walk-through until 8/12/2019, already missing the deadline, requesting the walkthrough on the on the 13th or 14th, days later after the court ordered deadline. Yet Wife's counsel still finds it necessary and appropriate to legally blame, bash, and harass me with her litigious accusations, twisting information to make me sound as if I'm the party who failed to adhere to the timelines ordered by the court. Again, Husband respectfully requests that the court take action to discipline Ms. Story, to correct her actions, and change her future narratives to much less frequent and less hostile, and to work on improving her accuracy some, while reducing her slander of Husband's name and his character, both which Husband finds highly offensive, and which is harmful to Husband's mental and emotional health.

a Husband respectfully asks the court to please not allow Wife back on or inside the marital property, unless the court should choose to first terminate the Order of Protection Ex Parte, obtained by Wife's completely fraudulent testimony, so not to interfere with Husband's packing, by forcing Husband to vacate his home again, prior to either his move by September 15th, if approved by the court, or until after

the auction is finalized and the court provides Husband with the funds from the sales proceeds, necessary for Husband to move and obtain lodging here locally

5. Husband respectfully requests that he be awarded all his attorney's fees hence far, totaling around \$13k, most of which Husband borrowed from his elderly mother, as Husband has not even reached responding to the divorce complaint yet, but all \$13k in legal costs have been exhausted simply to protect Husband from the harassing, abusive, false, and fraudulent claims of both Wife and her counsel.



6. To date, absolutely no delays of process have been due to the fault of the Husband, despite the deceitful claims of Wife and her counsel. Husband's first counsel failed to perform, though Husband was promised a draft to his Answer & Counter Complaint, which Husband has still never seen to this day. Absolutely no documents were filed, except for an extension to the temporary OP, so that Husband could gather a shocking amount of evidence, to hopefully dissolve the matter, but the continued failures to perform by Ms. Gates, forced Husband to borrow another \$5k from his mother to hire Husband's second set of counsel, with only two work days remaining to respond to both the fraudulent OP claims, as well as the order to sell my home. The two largest decisions in my life to date, with only two days to respond, while Ms. Story absolutely refused agree to an extension for my incoming counsel, in either of the monumental and immediate matters. As such I see not why she is carrying-on about any delays or failure to perform on my part, except again to assassinate my character and to litigiously harass and abuse me.

a I respectfully request that the court order Ms. Story to attend a legal ethics class, to encourage her to be more honest, sincere, and kind in her legal motions. Such abuse by legal process is absolutely barbaric and intolerable.

b Husband prays that the court will defend him in regard to Ms. Story's abusive treatment, and/or that she be replaced by another member of her firm in this matter, having failed to act as her office should require.

c Husband has no objection to waiving the Mediation, as Wife has made it clear to Husband that she is in no way wanting to participate in any collaboration, mediation, or any other fair, neutral third-party assisted solution, or we would be divorced by now. Wife is only interested in a judgment, and refuses to settle by any other means, despite having filed bankruptcy, and the dire financial condition of both parties.

i For the purpose of again correcting the narrative of Ms. Story's verbal attacks by legal process, Husband wants to clarify that Wife's desire to skip mediation has nothing to do with her fear of Husband, especially for the ridiculous benefit of being mindful of the safety of everyone else involved in the process. I've never been more falsely harassed by anyone, and again, I appeal to the court to please intervene.

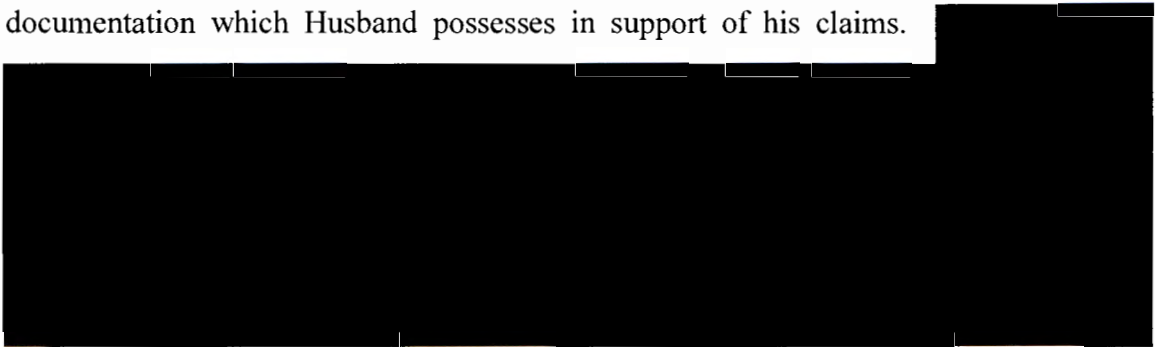
ii The real reason why Wife has refused every attempt to sit down at the same table with Husband and work towards a fair solution, has absolutely nothing to do with Husband's words,

the intensity of his presence, or any pressure which Husband could emotionally inflict upon Wife.

iii The reason is because Husband is the one person in the entire World, which Wife really struggles looking in the eyes and lying to, about her fraudulent, victimized narrative, since Husband was THERE with Wife, and remembers vividly what really happened and what did not. In contrast, most other people take Wife at face value, seeing her obviously distraught, disheveled, and injured impressions, not realizing that the majority of what they are being told, is either a really twisted version of the truth, or an absolute lie. While the signs of abuse which she portrays, some of which are real, but are self-inflicted, and never ceasing, by Wife's relentless desire to discard Husband without a penny of alimony, vocational rehabilitation, a roof over his head, or food for his belly. Wife is absolutely destroying herself, fighting to be what she calls "free" or "independent", unwilling to recognize or accept any financial obligation, responsibility, or reparations for the impact which she has had upon the Husband's life, as it lies all in ruins now, and in two months another family will be living in the home which Husband invested the proceeds of his entire life, both financially, and in labor.

7. Husband can't apply for any insurance, until Husband has either obtained vocational rehabilitation and subsequently found gainful employment, or until Wife starts paying adequate alimony to pay for said insurance, as well as meeting some of Husband's other real financial needs, such as purchasing food, paying for meds counseling, etc... Should the court be willing to order such support for Husband, then providing the sum is adequate, Husband will be happy to apply for such independent health insurance.

8. The reality is, that contrary to Wife, Husband can definitively prove each and every word written in this response and counter motion. Husband has put forth an absolutely exhaustive effort to provide the court with some of the information which Husband feels may be pertinent to helping the court discern whether Husband or Wife is presenting the truth to the court. At the same time, this is probably 1/100th of the documentation which Husband possesses in support of his claims.



As we are both completely broke, as recovery is realistically not even plausible for Husband, though his financial independence hopefully is, with some structured support and vocational training, leading to a technical certification or license in a progressive field, with vocational opportunities in the area which Husband resides. Continuing with this matter in the court is harmful to all parties, despite Wife's inability to stop injuring herself, and consequentially Husband, since Husband will never be able to focus, with his

handicaps (ADHD, OCPD, GAD, Sleep Disorder) as long as Husband's life is on trial, and due to Husband's financial shortcomings, and Wife's refusal to pay, Husband shall have no choice moving forward except to represent himself.

So at the end of the day, we can either continue as we have here today, for likely the next three years, forcing Husband to put recovery, rehabilitation, and all progress to rebuild his life on hold, until Husband no longer needs to "play lawyer", so that he can focus upon rebuilding some semblance of his life. Husband has serious concerns, about the proceeds from the sale being parked with the court for very long, since Wife's abusive and litigious counsel works right across the street from the courthouse, while Husband will not be in state or able to adequately defend himself.

Furthermore, Husband is absolutely terrified to drive over the Cincinnati bridge, as wife can well testify. Husband has not driven over that bridge in a decade, and the last time Husband had a serious panic attack, and nearly passed out while driving a U-Haul with Wife.

So Husband's only options are either to take enough Xanax that he can probably drive over the bridge safely, to then need to shortly thereafter find a place to park and sleep it off, or to have someone else who can drive Husband over the bridge, of which Husband knows of no volunteers (mother is now too old for that drive). Therefore, due to these exceptionally complex and harmful consequences for both parties, to continue in court any longer, Husband asks that the court make an exceptional modification to protocol, and provide to Husband and Wife a full and final divorce, here today, upon the grounds of

irreconcilable differences, and determine as fair of a financial settlement between the parties as the court is realistically equipped with the information it has, including the exhibits provided herein. Should the court be willing to grant us a final divorce today, but require more time to review the abundance of documentation provided, which is honestly completely unbiased, and to issue said settlement in the near future, without requiring another court appearance, Husband would be very welcoming to such an outcome as well.

Despite Husband's real need for support in this matter, Husband needs even more to never need to drive back over the Cincinnati bridge, to continue this violent process against each other and our own persons. For reason of mental and physical health, I beg the court to end this once and for all today, to save us all the next three years of our lives, wrestling over breadcrumbs. Husband's requests for a settlement approximately half of what the parties previously discussed, planned, and verbally agreed upon, is outlined below, which Husband respectfully asks the court to consider granting. Should the court decide to grant less to Husband, then Husband shall find no need to object or file further motions, Husband shall gratefully accept whatever the court finds fair. Husband does request that the court not decide upon any judgment which can be modified, altered, or which leaves the door open for future litigation, by either party. Else Husband fears that this case shall perpetually carry on forever, costing both parties more than either party can financially, emotionally, and mentally afford.

Although settlements are typically reached between opposing counsel; due to the abusive manner in which Ms. Story has presented herself throughout her filings in this case,

Husband respectfully requests that the court make an exception here to help protect Husband from needing to sit with Ms. Story and endure her condescending narrative and tone. Instead Husband simply requests that the court make a full and final determination, without any further negotiations or litigation between the parties.

Therefore, should the court not find Husband's request to be in the best interest of both parties, as well as of that of the court, Husband is reasonably certain that he'll never realistically see or benefit from any of the proceeds from the sale of his home. As Wife's counsel and other demands nibble away at it, beyond the practical reach of Husband. Whereby losing his retirement savings, and everything which Husband has earned during his lifetime, which would be one final travesty to end this absolutely toxic divorce.

Yet whatever it must be, so be it. Husband just asks the court for fair and reasonable consideration, and to end this nightmare once and for all. So, Husband can focus on what lies ahead, returning from where he once came, but has been fortunate not to need to leave since reaching adulthood.

Should the court have any questions or need any information, please feel free to ask. Husband can be emailed directly at [REDACTED] A mountain of documentation pertaining to the marriage is available upon your request.

Thank you for accepting this late filing, and earnestly considering the plethora of complex findings contained herein.

WHEREFORE, Husband would respectfully request that:

1. The court order a full and final divorce to Husband and Wife, on the grounds of Irreconcilable Differences. ~~The Order of Protection be made permanent and that Husband be required to pay her attorney's fees for having to bring this Motion.~~

2. That the Temporary Order of Protection be terminated. Husband is willing to sign a "Hold Harmless" with Wife, which can be styled to include both of our families, our employers, etc... so to protect both parties from either defaming them or publishing anything online about them, for the rest of our lives. Not requiring yearly renewal as with an Order of Protection, and also not injuring Husband's vocational potential, like an Order of Protection.

3. If for any reason the court is not willing to terminate the Temporary Order of Protection, Husband respectfully requests that it only apply to Davidson and Williamson Counties, and that it not be converted into a full order, so not to affect Husbands employment potential. (Husband's firearms are located in a friend's gun vault in Goodlettsville. Husband needs to be able to legally pick them up in the U-Haul, while driving North toward Michigan, as Husband moves there for the foreseeable future.)

4. That the court divide any proceeds remaining from the sale of the home 50/50, while ordering both parties to continue assuming responsibility for the debts in their respective names. [REDACTED] Husband requests that his half of the split be paid directly to his mother, "Marsha A. Fenton" [REDACTED] [REDACTED] to help setup a trust for the future needs of Husband, educationally or otherwise. (Provided there is enough money to justify doing so.)

5. That in addition to the 50/50 split requested above, that the court repay Husband's mother, "Marsha A. Fenton" [REDACTED] \$10,000 directly out of Wife's

share of the sale proceeds, prior to paying any other debts, obligations, or creditors, except for the two mortgages. This is to reimburse Husband's mother for the expense of defending Husband against these totally unnecessary litigious claims, without even addressing the divorce yet in a conventional manner. Wife had previously assured Husband that she was finished with her litigious assaults, yet Wife still elected to execute her largest, most unfair, brilliant, but absolutely devastating legal assault upon Husband to date, again, without a moments warning. Husband therefore request the court to order Wife to repay Marsha A. Fenton for her resulting losses.

6. That at least a sum of \$21,000 be paid to Husband's mother, Marsha A. Fenton, to repay Husbands debts to her, prior to paying off any other debts, obligations or creditors, except as stated herein.

7. That the court payoff the outstanding balances to Husband's legal counsel \$8,600 to Marty Duke and \$2,579.39 to Schaffer Law Firm, directly out of Wife's share of the sale proceeds, immediately following the repayment of Husband's mother, prior to paying off any other debts, obligations or creditors, except as stated herein.

8. That the court award Husband transitional alimony, which the court automatically deducts from wife's paycheck, in the amount of \$1,000 per month, for a period of four years, and wife be ordered to have her bankruptcy plan modified to compensate for this.

9. If there are any emergencies where Wife cannot legally pay alimony for any reason, that all missed payments be added onto the end of the four years, so that the overall benefit to Husband is not diminished in the end. (With the proposed alimony of \$1,000 per

month for a period of 4 years, that would equal a total alimony to be paid by Wife to Husband, of \$48,000.)

10. That after the full four year term of alimony is paid, by Wife to Husband, after having made up for any months missed throughout, that Wife should owe Husband, no more alimony or support of any kind, ever again, regardless of Husband's health, need or any other circumstances, conditions, or factors.

11. That Wife's employer keep Husband insured, as Mr. Ken Adkisson previously promised until the end of this year, or until Wife is no longer employed with that firm, whichever comes first.

12. That afterwards, Husband be responsible for his own insurance needs, without demand or oversight by this court.

13. That the court would order that neither the Wife, nor her counsel, can further litigate, sue, or harass husband, by means of legal actions or otherwise.

14. That the court order a "do not contact" on both parties for a period of one year, regarding the other.

15. That both parties execute mutual lifetime "hold harmless" agreements, to include protection both to and from their families, employers, and friends, in addition to themselves.

16. The court order the auction date to be extended by a period of three-weeks after the final litigation is entered/heard in this matter, or after a 2-month moratorium is ordered by the court, forbidding anymore legal filings, until Husband has had an opportunity to complete his move to Michigan and get settled. During which time Husband

is not to be disturbed by any of the parties in this matter, so that he can focus on packing and realistically have a chance to complete it, on such a short deadline.

17. An Order be entered allowing Wife to sign any necessary listing contracts or agreements to sell the home including closing documents on behalf of she and Husband.

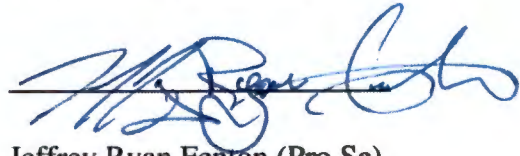
Tenn. Code § 39-16-507(a)(3) Coercion or Persuasion of Witness:

(a) A person commits an offense who, by means of coercion, influences or attempts to influence a witness or prospective witness in an official proceeding with intent to influence the witness to:

(3) ...be absent from an official proceeding to which the witness has been legally summoned.

(b) A violation of this section is a Class D felony.

Respectfully submitted,



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Brentwood, TN 37027
jeff.fenton@live.com
(615) 837-1300

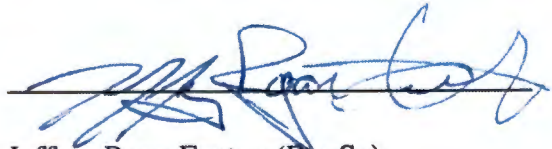
This Motion is expected to be heard on the 29th day of August, 2019 at 9:00 a.m. If no written Response to this Motion is filed and served in a time set by Local Rules of Practice, the Motion may be granted without a hearing.

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing was forwarded via email, hand-delivered, and/or first-class mail to Virginia Lee Story, Attorney for Wife, at 136 4th Avenue South, Franklin, TN 37064, on this the 29 day of August, 2019.

Tenn. R. Sup. Ct. 3.4 - Fairness to Opposing Party and Counsel:
A lawyer shall not:

(g) request or assist any person to take action that will render the person unavailable to appear as a witness by way of deposition or at trial;



Jeffrey Ryan Fenton (Pro Se)

The COA refused to consider this, instead they demanded that I write an "appellant brief" before they would consider anything further, or relief of any kind. I told the COA that I was unable (didn't know how) to write an "appellant brief" due to the overwhelming amount of fraud which took place by Story and Binkley. I provided sworn testimony to the COA that Binkley was bias, refused to hear me, and collusive with Story, making everything in #48419B VOID. I also provided sworn testimony to the COA that Story was excessively abusive, violated the rules of conduct almost non-stop, and that Binkley and Story cast harsh, punitive, "default" judgments against me, after they had wrongfully evicted me from my home and driven me out of the State of Tennessee. By the illegal actions of Binkley and Story I was prohibited from physically being present in Tennessee to participate in court in person. Knowing that they had told me during court on 8/29/2019, that I could participate in the next hearing over the telephone, but once I was over the state line, they renege on everything they said during court on 8/29/2019, which could benefit me. Per 455(a) both Binkley & Story were "disqualified" repeatedly, by their criminal misconduct. Chancery Court lost all lawful jurisdiction & authority.

8

Fawn Fenton
(615) [REDACTED]-7377 • mobile



Can I pickup Taco Salads and come have dinner with you?



Jan 21, 2019

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

Fawn Fenton (mobile) • Jan 21, 2019

Ok... see you in the morning.



Jan 21, 2019

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

Fawn Fenton (mobile) • Jan 22, 2019

No, he is in Maryland Farms now:

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

Inside the Chapple Building



Jan 22, 2019

Oh ok!

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

Fawn Fenton (mobile) • Jan 22, 2019

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

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

Careful I just hit a bad to ice

A patch of ice



Jan 22, 2019

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

Fawn Fenton (mobile) • Jan 22, 2019

Fawn Fenton
(615) [REDACTED]-7377 • mobile



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



Jan 22, 2019

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

Fawn Fenton (mobile) • Jan 22, 2019

Dang... we're here waiting.



Jan 22, 2019

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

Fawn Fenton (mobile) • Jan 22, 2019

I'm sorry.



Jan 22, 2019

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

Fawn Fenton (mobile) • Jan 22, 2019

Tuesday 11, 4, 5
Thursday wide open except for 2. (Probably 9am, or??)



Jan 22, 2019

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

Fawn Fenton (mobile) • Jan 22, 2019

Terry could do noon or 3 today.



Jan 22, 2019

F Ok noon!

Fawn Fenton (mobile) • Jan 22, 2019

Ok, see you at noon today.



Jan 22, 2019

F Ok thank you!

Fawn Fenton (mobile) • Jan 22, 2019

Fawn Fenton
(615) [REDACTED]-7377 • mobile



See you then!

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

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

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

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

Still at Krogers... ?



Jan 22, 2019

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

Fawn Fenton (mobile) • Jan 22, 2019

Need anything from store?



Jan 22, 2019

F No that's ok. Thank you very much for offering, though.

Fawn Fenton (mobile) • Jan 22, 2019

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



Jan 22, 2019

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

Fawn Fenton (mobile) • Jan 22, 2019

Thank you for answering your phone when I called.



Jan 22, 2019

F You're welcome. Thank you again for the balloon and flowers, they're brightening my kitchen.

Fawn Fenton (mobile) • Jan 22, 2019

Fawn Fenton
(615) [REDACTED]-7377 • mobile



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

Fawn Fenton (mobile) • Jan 23, 2019

Hopefully we can!



Jan 23, 2019

F A part of my heart will always love you too.

Fawn Fenton (mobile) • Jan 23, 2019

Goodnight Tootie! Please forgive me someday if/when you can!



Jan 23, 2019

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

Fawn Fenton (mobile) • Jan 23, 2019

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



Jan 23, 2019

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

Fawn Fenton (mobile) • Jan 23, 2019

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

Fawn Fenton (mobile) • Jan 26, 2019

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

Fawn Fenton (mobile) • Jan 27, 2019

Yeah, but not really helpful.



Jan 27, 2019

Fawn Fenton
(615) [REDACTED]-7377 • mobile



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

REDACTED

Nightie night. Likewise Tootie!

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



REDACTED

9

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 Frensley
CONSTRUCTION AND DESIGN, LLC,)	
Defendants.)	

REPORT AND RECOMMENDATION

Pending before the Court is Defendants’ Motion to Vacate Entry of Default (Docket No. 55) and Plaintiff’s First Motion for Default Judgment (Docket No. 61). For the reasons stated herein, the undersigned recommends that Defendants’ Motion to Vacate Entry of Default (Docket No. 55) be Granted in part and Denied in part; and Plaintiff’s First Motion for Default Judgment (Docket No. 61) be Granted in part and Denied in part. Specifically, the undersigned recommends the entry of default as to the individual Defendant, Christopher Gates, be vacated but that the entry of default as to the corporate defendant, Gates Construction and Design, LLC, remain and that the Motion for Default Judgment be Granted as to Gates Construction and Design, LLC only.

Standard of Review

Federal Rule of Civil Procedure 55 (a) requires the clerk of court to enter a party’s default when the party “against whom a judgment for affirmative relief is sought has failed to plead or otherwise defend” and “that failure is shown by affidavit or otherwise.” Fed. R. Civ. P. 55 (a). Upon entry of default a party may proceed to seek default judgment under Rule 55 (b), either from the clerk of court or the district court. The Sixth Circuit has held that entry of default is a



prerequisite to a default judgment. *Devlin v. Kalm*, 493 F. App'x 678, 685-686 (6th Cir. 2012). “Once a default is entered against a defendant, that party is deemed to have admitted all the well pleaded allegations in the complaint except those relating to damages.” *Microsoft Corp. v. McGee*, 490 F. Supp. 2d 874, 878 (S. D. Ohio 2007)(citations omitted). Rule 55 (c) of the Fed. Rules of Civil Procedure allows the district court to set aside an entry of default for good cause. Fed. R. Civ. P. Rule 55 (c).

DISCUSSION

Defendants’ Request to Set Aside Default

Following the entry of default in this case Defendant filed an Answer to the complaint (Docket No. 54) and Motion to Vacate Entry of Default (Docket No. 55). Plaintiff has not filed a response to Defendant’s motion to vacate.

The Court acknowledges that Defendants are acting pro se in this matter, and their pro se status is a factor for the court to consider in its good cause determination in setting aside a Defendant’s default. *Dessault Systemes S. A. v. Childress*, 663 F. 3d 832, 844 (6th Cir. 2011)(Citing *Shepard Claims Serv., Inc. v. William Darrah and Associates*, 796 F. 2d 190, 194 (6th Cir. 1986). Nevertheless, pro se litigants are not exempt from the requirements of the Federal Rules of Civil Procedure. *McNeill v. United States*, 508 U. S. 106, 133 (1980). The Court also notes that “mere negligence or failure to act reasonably is not enough to sustain a default.” *United States v. \$22,050.00 in United States Currency*, 595 F. 3d 318, 327 (6th Cir. 2010).

While the failure of the individually named defendant to answer the complaint is clearly negligent, nothing before the court suggests that defendant acted to thwart the judicial proceedings or with reckless disregard for the effect of his conduct on the proceedings. *See, Childress*, 663 F. 3d at 841. It is clear from the pleadings that the defendant wishes to defend

against this action. Therefore, the Court recommends that the default against the individually named defendant be set aside.

With respect to the corporate defendant, the Court has been clear that the defendant corporation must retain an attorney to represent its interest in the case. Docket No. 57. Despite being repeatedly advised of this requirement and its consequences, defendant corporation has not obtained counsel therefore the court recommends that the default as to the defendant corporation remain and not be vacated.

Plaintiff's Motion for Default Judgment

Plaintiff has filed a Motion For Default Judgment (Docket No. 61) based upon the previously issued default (Docket No. 51). Defendants have not responded to the Motion for Default Judgment. Plaintiff contends that default judgment is appropriate based upon the corporate defendant's failure to comply with the Court's previous orders requiring that any pleadings be filed by an attorney admitted to practice before this court and that the Answer filed on behalf of the individually named defendant fails to comply with the pleading requirements of Rule 8 (b) and (c) Fed. R. Civ. P.. Docket No. 61, pp. 1-2.

As noted above, the corporate defendant's failure to comply with the rules supports the entry of default under Rule 55 (a) Fed. R. Civ. P. and likewise the entry of default judgment under Rule 55(b). Therefore, the undersigned recommends that the motion for default judgment be GRANTED as to the corporate defendant, Gates Construction and Design, LLC.

With respect to the individually named defendant, the Answer to the complaint states as follows:

[t]he Plaintiff and only after refusing to perform additional repairs for free on the pool on areas due to damages caused by the mishandling namely freezing of the pool as maintained by the Plaintiff and his pool man who is a disgruntled former employee of the Defendants who was released from Defendants employ

for incompetents (sic) and undesirable conduct, did this action get filed so that the Plaintiff could claim dishonesty on the Defendants part and avoiding the 4 year limitation on his ability to claim.

Defense 1 Failure to State a Claim

Defendant answering the complaint herein, alleges all allegations and counts brought forth therein fails to state a claim for which relief can be granted.

WHEREFORE, Defendant prays that the Plaintiff take nothing and that the Defendant have judgement against the Plaintiff and recover the costs of suit herein, and such other relief that the court may deem proper.

Docket No. 54.

Federal Rules Civil Procedure Rule 8(e) provides that “pleadings must be construed so as to do justice,” and the Sixth Circuit has noted that “[t]he drafting of a formal pleading presupposes some degree of legal training or, at least, familiarity with applicable legal principles, and pro se litigants should not be precluded from resorting to the courts merely for want of sophistication.” *West v. Adecco Employment Agency*, 124 F. App’x 991, 992-93 (6th Cir. 2005)(quoting *Jourdan v. Jabe*, 951 F. 2d 108, 110 (6th Cir. 1991)).

While it is certainly true that the answer does not respond to each and every specific averment in the complaint, viewing the Defendant’s pleadings liberally, as it must for all documents filed by pro se litigants, and mindful of the requirement to do justice, it is clear that the individually named defendant has not failed to plead or otherwise defend against this action and therefore the undersigned recommends that the Motion for Default Judgment for the individually named Defendant, Christopher Gates, be DENIED.

RECOMMENDATION

For the reasons discussed above, the undersigned recommends that the Defendants’ Motion to Vacate Entry of Default be Granted as to the individually named defendant, Christopher Gates and be Denied as to the corporate defendant, Gates Construction and Design,

LLC, and that the Plaintiff's First Motion for Default Judgment be Granted as to the corporate defendant, Gates Construction and Design, LLC, and Denied as to the individual defendant, Christopher Gates.

Under Rule 72(b) of the Federal Rules of Civil Procedure, any party has fourteen (14) days after service of this Report and Recommendation in which to file any written objections to this Recommendation with the District Court. Any party opposing said objections shall have fourteen (14) days after service of any objections filed to this Report in which to file any response to said objections. Failure to file specific objections within fourteen (14) days of service of this Report and Recommendation can constitute a waiver of further appeal of this Recommendation. *See Thomas v. Arn*, 474 U.S. 140, 106 S. Ct. 466, 88 L. Ed. 2d 435 (1985), *reh'g denied*, 474 U.S. 1111 (1986); 28 U. S. C. § 636(b)(1); Fed. R. Civ. P. 72.


JEFFERY S. FRENSLEY
U. S. Magistrate Judge

10

APPENDIX - 19

REQUEST FOR MODIFICATION

Applicant requests accommodation under Tennessee Judicial Branch Policy 2.07

Applicant Information

Applicant is: ___ Witness ___ Juror ___ Attorney X 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 X 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

PLEASE USE MY TN ADA, UNTIL I HAVE TIME TO FILE.
Thanks! 

with an OP obtained under False Testimony, then TOOK and DESTROYED everything of substance, which I have ever owned, in just two months.

8. To substantiate my claims about legal inequality and unfairness: During my trial on August 29th, 2019, at "The Old Courthouse" in Franklin, as is recorded in VOLUME-4 of my Technical Record, Page-516, Line-6, the Judge told me, "Fair is something you do in the fall."

Despite my many requests that the Court Differentiate this as a "Transcript of Evidence", it remains buried in my Technical Record, even though the Judge procured the Court Reporter himself. The remainder of that same transcript clearly reveals how open, objective, and impartial, the Court remained, amidst my Testimony versus Ms. Story's. I beg you look and see for yourself! Your intervention is requested and seriously needed!

Documentation provided by my Psychiatrist and my Psychotherapist is included to prove that I have the disabilities listed, as well as a real need for the modifications sought herein.

My request for a 60-Day extension, for filing my Brief, will follow; but for the sake of TIME, since I am so SLOW at this, I am sending this Request for Modification separately. Thank you!

I hereby certify that the above information is true and correct to the best of my knowledge.

Date: 7/8/2020


(Signature of Applicant)

G The request for modification is **GRANTED**.

G OFFER OF REASONABLE ALTERNATE MODIFICATION _____

G The request for modification is **DENIED** because:

- the applicant is not a qualified individual with a disability
- the requested modification would fundamentally alter the nature of the judicial program, service or activity
- the requested modification would create an undue financial or administrative burden
- the applicant refused to comply with the Policy
- the applicant's failure to comply with the Policy makes impossible or impracticable the ability to provide the requested Modification

(Specify) _____

DATE: _____

Local Judicial Program ADA Coordinator

APPEALS

G Presiding Judge Review requested. (Specify reason and the remedy you want): _____

DATE: _____

(Signature of Person Requesting Review)

PRESIDING JUDGE REVIEW

I have reviewed the original request for modification, the offer of alternate modification OR the denial of modification and the reason for the denial, and the reason that this review has been requested and find as follows:

DATE: _____

PRESIDING JUDGE

G Administrative Office of the Courts Review requested. (Specify reason and the remedy you want): _____

DATE: _____

(Signature of Person Requesting Review)

ADMINISTRATIVE OFFICE OF THE COURTS REVIEW

I have reviewed the original request for modification, the offer of alternate modification OR the denial of modification and the reason for the denial, and the reason that this review has been requested and find as follows:

DATE: _____

AOC DIRECTOR

Radnor Psychiatric Group, PLC

5123 VIRGINIA WAY
SUITE C-11
BRENTWOOD, TENNESSEE 37027

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

July 19, 2019

To Whom It May Concern:

RE: Jeffrey Fenton, DOB: [REDACTED]

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

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

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

Sincerely,



Richard E. Rochester, M.D.

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

August 28, 2019

To Whom it May Concern:

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

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

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

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

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

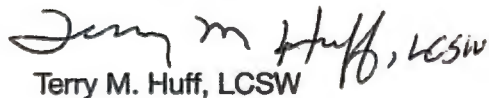
Mr. Fenton is aware that he has more work to do on this problem. He recently requested that we focus less on the present crisis and more on managing the challenge of coping effectively with the symptoms ADHD and OCPD, and decreasing self-defeating behavior. Due to both conditions, Mr. Fenton's excessive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

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

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

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

Respectfully,


Terry M. Huff, LCSW

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

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

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

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

Radnor Psychiatric Group, PLC

5123 VIRGINIA WAY
SUITE C-11
BRENTWOOD, TENNESSEE 37027

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

November 1, 2018

RE: Jeffrey Fenton, DOB: [REDACTED]

To Whom It May Concern:

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

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

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

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

Sincerely,



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



Obsessive-Compulsive Personality Disorder (OCPD)

By **Mark Zimmerman**, MD, Rhode Island Hospital

Last full review/revision May 2021 | Content last modified May 2021

Obsessive-compulsive personality disorder is characterized by a pervasive preoccupation with orderliness, perfectionism, and control (with no room for flexibility) that ultimately slows or interferes with completing a task. Diagnosis is by clinical criteria. Treatment is with psychodynamic psychotherapy, cognitive-behavioral therapy, and selective serotonin reuptake inhibitors (SSRIs).

(See also [Overview of Personality Disorders](#).)

Because patients with obsessive-compulsive personality disorder need to be in control, they tend to be solitary in their endeavors and to mistrust the help of others.

About 2.1 to 7.9% of the general population are estimated to have obsessive-compulsive personality disorder; it is more common among men.

Familial traits of compulsivity, restricted range of emotion, and perfectionism are thought to contribute to this disorder. Comorbidities may be present. Patients often also have a [depressive disorder](#) (major depressive disorder or persistent depressive disorder) or an [alcohol use disorder](#).

Symptoms and Signs of OCPD

Symptoms of obsessive-compulsive personality disorder may lessen even over a time period as short as 1 year, but their persistence (ie, remission and relapse rates) during the long term are less clear.

In patients with obsessive-compulsive personality disorder, preoccupation with order, perfectionism, and control of themselves and situations interferes with flexibility, effectiveness, and openness. Rigid and stubborn in their activities, these patients insist that everything be done in specific ways.

To maintain a sense of control, patients focus on rules, minute details, procedures, schedules, and lists. As a result, the main point of a project or activity is lost. These patients repeatedly check for mistakes and pay extraordinary attention to detail. They do not make good use of their time, often leaving the most important tasks until the end. Their preoccupation with the details and making sure everything is perfect can endlessly delay completion. They are unaware of how their behavior affects their coworkers. When focused on one task, these patients may neglect all other aspects of their life.

Because these patients want everything done in a specific way, they have difficulty delegating tasks and working with others. When working with others, they may make detailed lists about how a task should be done and become upset if a coworker suggests an alternative way. They may reject help even when they are behind schedule.

Patients with obsessive-compulsive personality disorder are excessively dedicated to work and productivity; their dedication is not motivated by financial necessity. As a result, leisure activities and relationships are neglected. They may think they have no time to relax or go out with friends; they may postpone a vacation so long that it does not happen, or they may feel they must take work with them so that they do not waste time. Time spent with friends, when it occurs, tends to be in a formally organized activity (eg, a sport). Hobbies and recreational activities are considered important tasks requiring organization and hard work to master; the goal is perfection.

These patients plan ahead in great detail and do not wish to consider changes. Their relentless rigidity may frustrate coworkers and friends.

Expression of affection is also tightly controlled. These patients may relate to others in a formal, stiff, or serious way. Often, they speak only after they think of the perfect thing to say. They may focus on logic and intellect and be intolerant of emotional or expressive behavior.

These patients may be overzealous, picky, and rigid about issues of morality, ethics, and values. They apply rigid moral principles to themselves and to others and are harshly self-critical. ~~They are rigidly deferential to authorities and insist on exact compliance to rules, with no exceptions for extenuating circumstances.~~

Diagnosis of OCPD

- Clinical criteria (Diagnostic and Statistical Manual of Mental Disorders, *Fifth Edition* [DSM-5])

For a diagnosis of obsessive-compulsive personality disorder, patients must have

- A persistent pattern of preoccupation with order; perfectionism; and control of self, others, and situations

This pattern is shown by the presence of ≥ 4 of the following:

- Preoccupation with details, rules, schedules, organization, and lists
- A striving to do something perfectly that interferes with completion of the task
- Excessive devotion to work and productivity (not due to financial necessity), resulting in neglect of leisure activities and friends
- Excessive conscientiousness, fastidiousness, and inflexibility regarding ethical and moral issues and values
- Unwillingness to throw out worn-out or worthless objects, even those with no sentimental value
- Reluctance to delegate or work with other people unless those people agree to do things exactly as the patients want
- ~~A miserly approach to spending for themselves and others because they see money as something to be saved for future disasters~~
- Rigidity and stubbornness

Also, symptoms must have begun by early adulthood.

Differential diagnosis

Obsessive-compulsive personality disorder should be distinguished from the following disorders:

- **Obsessive-compulsive disorder (OCD):** Patients with OCD have true obsessions (repetitive, unwanted, intrusive thoughts that cause marked anxiety) and compulsions (ritualistic behaviors that they feel they must do to reduce their anxiety-related obsessions). Patients with OCD are often distressed by their lack of control over compulsive drives; in patients with obsessive-compulsive personality disorder, the need for control is driven by their preoccupation with order so their behavior, values, and feelings are acceptable and consistent with their sense of self.
- **Avoidant personality disorder:** Both avoidant and obsessive-compulsive personality disorders are characterized by social isolation; however, in patients with obsessive-compulsive personality disorder, isolation results from giving priority to work and productivity rather than relationships, and these patients mistrust others only because of their potential to intrude on the patients' perfectionism.
- **Schizoid personality disorder:** Both schizoid and obsessive-compulsive personality disorders are characterized by a seeming formality in interpersonal relationships and by detachment. However, the motives are different: a basic incapability for intimacy in patients with schizoid personality disorder vs discomfort with emotions and dedication to work in patients with obsessive-compulsive personality disorder.

Treatment of OCPD

- Psychodynamic psychotherapy
- Cognitive-behavioral therapy
- Selective serotonin reuptake inhibitors (SSRIs)

General treatment of obsessive-compulsive personality disorder is similar to that for all personality disorders.

Information about treatment for obsessive-compulsive personality disorder is sparse. Also, treatment is complicated by the patient's rigidity, obstinacy, and need for control, which can be frustrating for therapists.

Psychodynamic therapy and cognitive-behavioral therapy can help patients with obsessive-compulsive personality disorder. Sometimes during therapy, the patient's interesting, detailed, intellectualized conversation may seem psychologically oriented, but it is void of affect and does not lead to change.

SSRIs may be useful.

June 30, 2020

Re: IGA deficiency

In October, 2014, I was referred by my Internal Medicine Dr. Peddireddy to consult with Dr. Suresh Anne at the Asthma, Allergy, and Immunology Center in Flint MI. I was diagnosed with a primary immune deficiency. I have no detectable immunoglobulin A (IgA).

Dr. Anne told me I could no longer visit hospital patients or work in any part of the hospital. As a retired pediatric intensive care nurse, I had wanted to volunteer to work with children. I had to retire from my voluntary parish nurse position. I could no longer visit ill church members at home due to the danger of contracting an infection.

This was over 5 years before the dangerous covid-19. I have not gone to a store, church, hair salon, etc. since, due to the danger to my health. All food and supplies are delivered. None of my family is allowed to visit.....only my son who helps me maintain my health. If he gets exposed, I could easily have a disastrous outcome.

Thank you,



Marsha A. Fenton

Name: Marsha A Fenton | DOB: [REDACTED] | MRN: 027467957 | PCP: RAVIKUMAR R PEDDIREDDY, MD

Letter Details



MICHIGAN MEDICINE
UNIVERSITY OF MICHIGAN

Michigan Medicine Allergy Clinic | Brighton Center for
Specialty Care
Entrance 1, Level 2
7500 Challis Rd
Brighton MI 48116-9416
Telephone: 734-647-5940
Fax: 734-615-2436

January 13, 2022

To Whom It May Concern:

I had the pleasure of seeing Marsha Fenton on 12/10/2021. She is currently undergoing evaluation for immunodeficiency. I have recommended that she continue to take all precautions recommended for unvaccinated people given it is unclear whether she was able to produce a normal immune response to the COVID-19 vaccines and may not be protected. Therefore, if possible her son Jeff Fenton should continue to work remotely in order to avoid COVID-19 exposures for Marsha.

Any further questions can be directed to the office at the phone number listed above.

From the office of:
Mariel Rosati Benjamin, MD

CC
Marsha A. Fenton

This letter was initially viewed by Marsha A Fenton at 1/13/2022 3:44 PM.

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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

DOB: [REDACTED] [74 years]

Visit Date: 7/2/2020

Ravikumar Peddireddy, M.D.
G-1071 North Ballenger Highway, Suite 206
Flint, MI 48504

Dear Dr. Peddireddy:

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.

Once again, thank you very much for letting me participate in the management of Marsha Fenton. Please do not hesitate to contact me if you need any further information.

Respectfully,

Suresh Anne', M.D.

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

5155 Norko Drive Flint, MI 48507	801 Joe Mann Blvd Suite L Midland, MI 48642	818 W King St. Suite 101 Owosso, MI 48867	1254 N. Main Street Lapeer, MI 48445	4792 Rochester Rd Troy, MI 48064	18161 W. Thirteen Mile Rd. Suite C Southfield, MI 48076	46325 W. 12 Mile Rd. Suite 213 Novi, MI 48377
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Lab Results Report

Asthma, Allergy and Immunology Center

Patient: **FENTON, MARSHA**

DOB: XXXXXXXXXX

Gender: F

Order Number: 0011494

Provider: ANNE, SURESH

Account #: 45961

Source (Lab): Quest

Collection Time: 05/10/2018 10:43

Result Time: 05/11/2018 19:07

Received Time: 05/10/2018 10:44

Accession #: WX534222V

Specimen:

Volume (ml):

Fasting: NO

Comments:

Additional Information:

Test	Result	Flag	Unit	Status	Ref. Range	Lab
IMMUNOGLOBULINS						
IMMUNOGLOBULIN A	<5	L	mg/dL	F	81-463	CB
IMMUNOGLOBULIN G	1494		mg/dL	F	694-1618	CB
IMMUNOGLOBULIN M	68		mg/dL	F	48-271	CB

Performing Laboratory Information:

CB Quest Diagnostics-Wood Dale, 1355 Mittel Blvd Wood Dale, IL 60191-1024, , Anthony V Thomas, M.D.

Abnormal Flags:

L Below low normal

UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MICHIG

FILED - LN

January 19, 2024 4:49 PM
CLERK OF COURT
U.S. DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
BY: jlg / _____ SCANNED BY: *NY 1/19/24*

JEFFREY RYAN FENTON,

PLAINTIFF

v.

VIRGINIA LEE STORY ET AL.,

DEFENDANTS

CASE NO. 1:23-cv-1097

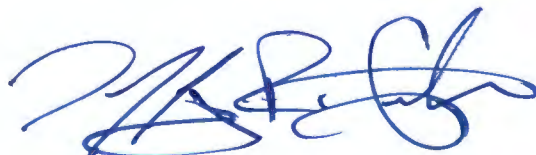
TENNESSEE COURT MOTIONS IN CHRONOLOGICAL ORDER

Plaintiff brings this testimony pursuant to 28 U.S. Code § 1746.

I, Jeffrey Ryan Fenton, testify as follows:

1. This federal lawsuit (Case No. 1:23-cv-1097) seeks a cure for two fraudulent predatory actions in Middle Tennessee during 2019 (four substantially fraudulent and vexatious legal attacks intertwined), allegedly on behalf of my wife (at that time), “Fawn Tiffany Fenton”. (Hereinafter “Ms. Fenton”, “wife”, or “ex-wife”.)

2. The genesis of this complaint came colored as a domestic divorce action (with no children), executed in the Williamson County Chancery Court in the State of Tennessee. Bundled along with a completely unnecessary, strategically engineered, precisely timed, fraudulent federal bankruptcy filing, by my ex-wife, to cheat me out of my property interests, while alleviating my former ex-wife from paying the significant “transitional alimony” as we had repeatedly agreed upon.



1

RETIREMENT/PROPERTY INVESTMENT VALUE APPRECIATION AS OF 5/31/2023

Will Easily Reach \$1,000,000 VALUE within the Next Decade as Planned, while without Interference

It would have been completely PAID-OFF within that period, with less WORK than I'm doing NOW!

CAPITAL GAINS TAX does NOT apply for a PRIMARY RESIDENCE, this would have been TAX FREE!

1986 Sunny Side Dr, Brentwood, TN 37027

STATEMENT OF CLAIM

4 bd 3 ba 2,640 sqft

1986 Sunny Side Dr, Brentwood, TN 37027

● **Off market** Zestimate®: **\$884,500** Rent Zestimate®: **\$3,999**

Est. refi payment: \$5,237/mo **Refinance your loan**

Home value Owner tools Home details Neighborhood details

Home value

Zestimate

\$884,500

Zestimate range

\$814,000 - \$973,000

Last 30-day change

+\$16,116 (+1.9%)

Zestimate per sqft

\$335

Zestimate history & details

6:49 AM 5/31/2023

Now with a Court Judgment, the recovery will be subject to an estimated 37% Tax Rate, placing this at roughly a 1.5 Million Dollar Lifetime Property Loss & Claim. In addition to damages, incidental, consequential, compensatory, loss of consortium, liquidated, loss of use, loss of enjoyment, loss of life, liberty, property & the pursuit of happiness. Plus legal fees, pain & suffering (compounding daily), litigious TORTURE of an ADA Party, since 9/3/2019, until a cure is obtained.

From: Kim Hollingshead [Kim@TouchstoneTitleTN.com]
Sent: Wednesday, September 24, 2014 3:42 PM
To: Jeff Fenton
Cc: Fawn Fenton
Subject: RE: Fenton Purchase | 1986 Sunnyside Drive, Brentwood | Tenancy by the Entirety?

And wife

From: Jeff Fenton
Sent: Wednesday, September 24, 2014 3:41 PM
To: Kim Hollingshead
Cc: Fawn Fenton
Subject: RE: Fenton Purchase | 1986 Sunnyside Drive, Brentwood | Tenancy by the Entirety?

Thanks for the lightening fast response with the Deed Kim!

Can you please explain to me how "Tenancy by the Entirety" is specified/differentiated on this document?

Thanks again!

Jeff Fenton

Meticulous Marketing LLC

(615) 837-1300 Office

(615) 837-1301 Mobile

(615) 837-1302 Fax

When it's worth doing RIGHT the first time!

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

From: Kim Hollingshead [mailto:Kim@TouchstoneTitleTN.com]
Sent: Wednesday, September 24, 2014 3:31 PM
To: Jeff Fenton
Cc: Fawn Fenton
Subject: RE: Fenton Purchase | 1986 Sunnyside Drive, Brentwood | Tenancy by the Entirety?

Jeff, please see attached. Title is currently vested as Tenancy by the Entirety.

Kimberly H. Hollingshead, Esq.

President

Touchstone Title & Escrow, LLC

318 Seaboard Lane, Suite 114

Franklin, TN 37067

Email: Kim@TouchstoneTitleTN.com

Website: www.TouchstoneTitleTN.com

Our number one goal is to ensure that you are satisfied with our services. If you have any questions or concerns on this closing, or have suggestions on how we can make your next interaction with us even better, please e-mail me.

NOTICE: YOU ARE NOT AUTHORIZED TO FORWARD THIS EMAIL TO ANYONE. This e-mail message and all attachments transmitted with it may contain legally privileged and confidential information intended solely for the use of the addressee. If the reader of this message is not the intended recipient, you are hereby notified that any reading, dissemination, distribution, copying, or other use of this message or its attachments is strictly prohibited. It is not our intention to waive the attorney-client privilege, the attorney work-product doctrine, or any proprietary rights in the information contained on the following pages. If you have received this message in error, please notify the sender immediately by telephone (615-371-2299) or by electronic mail (kim@touchstonetitletn.com), and delete this message and all copies and backups thereof. Thank you.

From: Jeff Fenton
Sent: Wednesday, September 24, 2014 3:24 PM
To: Kim Hollingshead
Cc: Fawn Fenton
Subject: RE: Fenton Purchase | 1986 Sunnyside Drive, Brentwood | Tenancy by the Entirety?
Importance: High

Hello Kim!

It has been a while!

It has been recommended to Fawn and I, for liability purposes, that we hold title to our home as **“Tenancy by the Entirety”**.

I know very little about this, but here is an explanation that I found online:

Tenancy by the Entirety: a special form of joint tenancy when the joint tenants are husband and wife – with each owning one-half. Neither spouse can sell the property without the consent of the other. Words in the deed such as “Bill and Mary, husband and wife as tenancy in the entirety” establish title in tenancy by the entireties. This form of ownership is not available in all states. (http://jtlehmanlaw.com/lawyer/Nashville-TN_fq314.htm)

Can you please tell me how our title is held currently at 1986 Sunnyside Drive, Brentwood, 37027? (You facilitated our closing.) I have a copy of our Deed of Trust (attached), but I can’t figure out if this is titled as “Tenants in Common”, “Joint Tenancy”, or “Tenancy by the Entirety”.

Is there a document that you can provide me which shows exactly how our property is titled?

Thanks for your help with this!

Jeff Fenton
Meticulous Marketing LLC
(615) 837-1300 Office
(615) 837-1301 Mobile
(615) 837-1302 Fax

When it's worth doing RIGHT the first time!


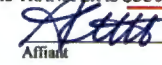
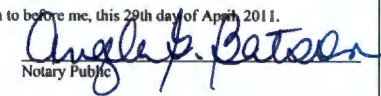
31.1 TENANCY BY THE ENTIRETY

When real property is acquired by individuals who are husband and wife at the time of the conveyance, then title is jointly held as an indivisible whole with right of survivorship unless the granting instrument expressly states that title is not to be held as a Tenancy by the Entirety. Upon divorce, a Tenancy by the Entirety is destroyed and absent some decree by the Divorce Court, the interest of the former spouses is converted into a Tenancy in Common with each owning a one-half interest.

31.2 TENANTS IN COMMON

When real property is acquired by two or more individuals who are not married at the time of the conveyance, or a Tenancy by the Entirety is destroyed through a divorce, title is held as Tenants in Common. In cases where the property is owned by Tenants in Common, each owner has a certain defined share in the property. Unless the instrument states otherwise, when there are two owners, each will automatically be presumed to own one-half each; if three, a third each, and so on. However, the shares between Tenants in Common do not need to be equal. The parties can decide what share of the property belongs to each owner. For example, if two individuals named Sam and Mark buy a property together, but if Sam contributes more to the purchase price than Mark, this could be reflected in the respective shares each acquires in the property. The deed into these individuals could state that Sam receives 70% interest in the property and Mark is entitled to 30%. The important point is that each of the Tenants in Common owners always owns his or her share of the property, and is only entitled to that same percentage of the sale proceeds. For example, if Sam dies, then his share of the property will be administrated as part of Sam's estate. Mark will continue to own his 30% after Sam's death. Unlike in a Joint Tenancy with a Right of Survivorship, it does not automatically pass to Mark.

When property is held as Tenants in Common, each of the individuals have a right to enter the common estate and take possession of the whole, subject to the equal right of the co-tenants to share in possession of the whole; and one co tenant's occupation or possession of the property can never be deemed adverse to the other co-tenants.

 <p>WARRANTY DEED</p>	STATE OF TENNESSEE COUNTY OF WILLIAMSON THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS \$350,000.00
	 Affiant
	Subscribed and sworn to before me, this 29th day of April, 2011.
	 Notary Public
MY COMMISSION EXPIRES: (AFFIX SEAL)	

THIS INSTRUMENT WAS PREPARED BY:
 Southland Title & Escrow Co., Inc.
 7101 Executive Center Drive, Suite 151
 Brentwood, TN 37027

ADDRESS NEW OWNERS AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Fawn ■ Fenton	Renasant Bank	013 J-A
(NAME)	(NAME)	(MAP)
1986 Sunnyside Drive	2001 Park Place North, Suite 650	035.00
(ADDRESS)	(ADDRESS)	(PARCEL)
Brentwood, TN 37027	Birmingham, AL 35203	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

For and in consideration of the sum of TEN DOLLARS, cash in hand, paid by the hereinafter named Grantee(s), and other good and valuable consideration, the receipt of which is hereby acknowledged, I/we, **Mangel Jerome Terrell and wife, Colette Keyser**, hereinafter called the Grantor(s), have bargained and sold, and by these presents do hereby transfer and convey unto **Jeffrey R. Fenton and wife, Fawn ■ Fenton**, hereinafter called Grantee(s), their heirs and assigns, that certain tract or parcel of land in Williamson County, TENNESSEE, described as follows, to-wit:

LAND in Williamson County, TN, BEING Lot No. 29, on the Plan of Section 3, Sunny Side Estates, of record in Plat Book 5, page 67 as amended in Book 330, page 844, Register's Office for Williamson County, TN, to which plan reference is hereby made for a complete description thereof.

Being the same property conveyed to Jerome Terrell and spouse, Collette Keyser, by deed dated July 8, 2005, from Melner R. Bond III and spouse, Kimala K. Bond, of record in Book 3615, page 152, and further conveyed to Mangel Jerome Terrell and wife, Colette Keyser, by Quitclaim Deed dated February 20, 2009, from Jerome Terrell and wife, Colette Keyser, of record in Book 4743, page 715, Register's Office for Williamson County, TN.

This conveyance is subject to the taxes for the current year and subsequent years; any and all easements and/or restrictions of record; and all matters shown on the plan of record; all in the said Register's Office.

This is () unimproved (X) improved property, know as: 1986 Sunnyside Drive, Brentwood, Tennessee 37027

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns forever; and we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness my/our hand(s) this 29th day of April, 2011.


 Mangel Jerome Terrell


 Colette Keyser

**STATE OF TENNESSEE
COUNTY OF WILLIAMSON**

Before me, the undersigned authority, a Notary Public within and for the State and County, appeared Mangel Jerome Terrell; Colette Keyser with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon their oath(s) acknowledged themselves to be the within named bargainer(s), and that they executed the foregoing instrument of their own free will for the purposes therein set forth.

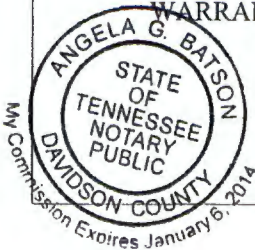
Witness my hand and official seal at office at Brentwood, Tennessee, on this the 29th day of April, 2011.


Notary Public

My Commission Expires: 9/3/2012



This document was e-recorded in Book 5313,
Page 452, Williamson Co. ROD on 5/12/11.

 <p>WARRANTY DEED</p>	STATE OF TENNESSEE COUNTY OF WILLIAMSON THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS <u>\$350,000.00</u>
	<p style="text-align: center;"><i>Attest</i> Affiant</p> <p>Subscribed and sworn to before me, this 29th day of April, 2011.</p> <p style="text-align: center;"><i>Angela G. Batson</i> Notary Public</p> <p>MY COMMISSION EXPIRES: (AFFIX SEAL)</p>

THIS INSTRUMENT WAS PREPARED BY:
 Southland Title & Escrow Co., Inc.
 7101 Executive Center Drive, Suite 151
 Brentwood, TN 37027

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(ADDRESS)	(ADDRESS)	(PARCEL)
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This conveyance is subject to the taxes for the current year and subsequent years; any and all easements and/or restrictions of record; and all matters shown on the plan of record; all in the said Register's Office.

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TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns forever; and we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness my/our hand(s) this 29th day of April, 2011.

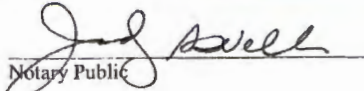
Mangel Jerome Terrell
 Mangel Jerome Terrell

Colette Keyser
 Colette Keyser

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

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Witness my hand and official seal at office at Brentwood, Tennessee, on this the 29th day of April, 2011.


Notary Public

My Commission Expires: 9/3/2012



Book 5313 Page 454

BK/PG: 5313/452-454
11015616

Certificate of Authenticity

3 PGS : DEED	
KAREN OWENS	214724 - 11015616
05/12/2011 - 02:16 PM	
VALUE	350000.00
MORTGAGE TAX	0.00
TRANSFER TAX	1295.00
RECORDING FEE	15.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	1313.00
STATE OF TENNESSEE, WILLIAMSON COUNTY	
SADIE WADE	
REGISTER OF DEEDS	

I, Kimberly Hollingshead, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

[Signature]

Signature

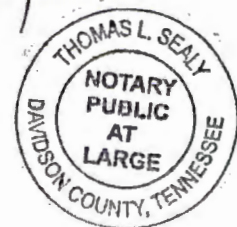
State of Tennessee
County of Williamson

Personally appeared before me, The Undersigned a notary public for this county and state, Kim Hollingshead who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

[Signature]

Notary's Signature

My Commission Expires: 1/9/12





Williamson County
Property Tax Notice
 Karen Paris . Williamson County Trustee
 1320 W Main St. Franklin TN 37064
 615-790-5709

2019

DIST	MAP	GP	C-MAP	PARCEL	SP-INT	CO	CI
07	013J	A	013J	03500	000	094	000

Tax Receipt #	Total Due
0028996	\$0.00
Taxes are due by 02/28/2020	
Property Address	
Sunnyside Dr 1986	

OR CURRENT RESIDENT

INDICATE ADDRESS CHANGE ON REVERSE SIDE

Fenton Jeffrey R Fenton Fawn
 1986 Sunnyside Dr

Karen Paris, TRUSTEE
 1320 W Main St. Suite 203
 FRANKLIN TN 37064

Brentwood, TN 370270000

Williamson County Property Tax Notice

Karen Paris Williamson County Trustee 1320 W Main St. Suite. Franklin TN 37064 615-790-5709

2019

DIST	MAP	GP	C-MAP	PARCEL	SP-INT	CO	CI
07	013J	A	013J	03500	000	094	000

Please return the top portion with your payment in the enclosed reply envelope.

To pay your property taxes make checks payable to :
WILLIAMSON COUNTY TRUSTEE
 (Your cancelled check serves as your receipt)

Your payment options are:

- At our office: 1320 W. Main St. Suite 203; Franklin, TN
- At participating local banks
- On-line with credit card or electronic check* at our website
www.WilliamsonPropertyTax.com

***The vendor charges the following processing fees: \$2.00 per transaction for e-check payments, and a 2.5% plus \$0.30 per transaction for credit/debit card payments.**

Scan to pay!



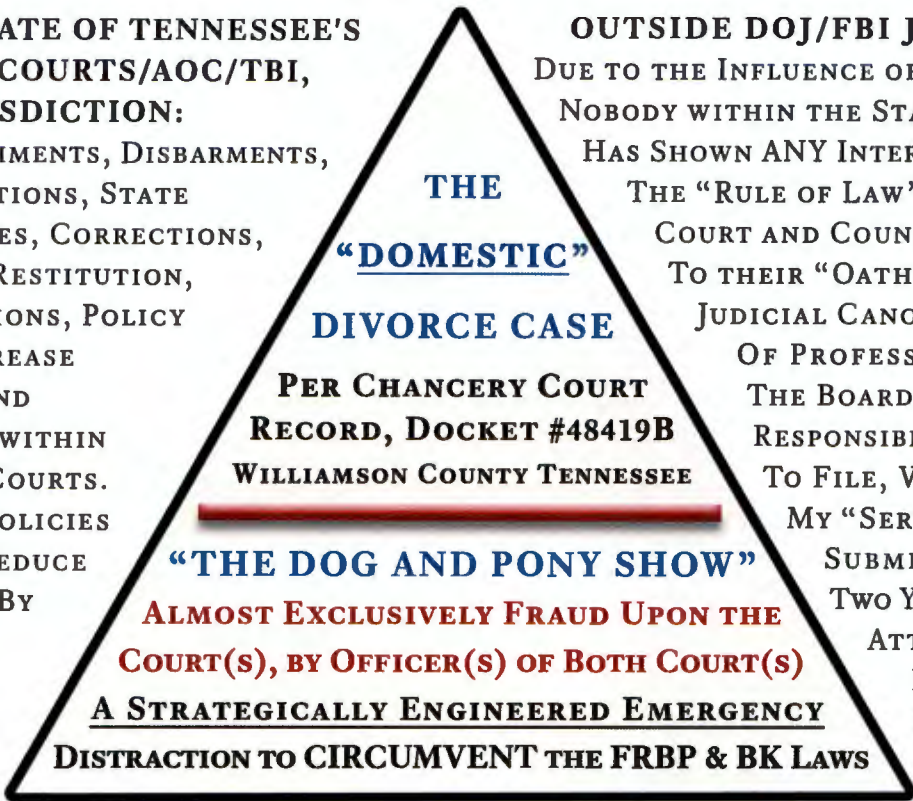
To avoid interest, taxes must be paid by February 28, 2020.

Beginning March 1, 2020 interest will be added to delinquent taxes at the rate of 1.5% per month.

Williamson County Trustee 1320 W Main St Suite 203 Franklin, TN 37064 (615) 790-5709	Office Hours: Monday thru Friday 8:00 am- 4:30 pm
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Tax Receipt #	Total Due	
0028996	\$0.00	
Property Address		
Sunnyside Dr 1986		
Classification		
Real Property		
Subdivision		
Sunnyside Est Sec 3		
Lot	Acres	EQ Factor
0029	0.00	0.0000
Additional Description		
Appraised value	\$386,900	
Assessment	25%	
Assessed value	\$96,725	
Interest	\$0.00	
County taxes	\$2,147.00	
9th FSSD taxes	\$0.00	
City taxes	\$0.00	
Total due	\$0.00	

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 HOBBS' 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.

2

Fill in this information to identify your case and this filing:

Debtor 1 **Fawn** **Fenton**
First Name Middle Name Last Name

Debtor 2
(Spouse, if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number _____

Check if this is an amended filing

Official Form 106A/B
Schedule A/B: Property

12/15

In each category, separately list and describe items. List an asset only once. If an asset fits in more than one category, list the asset in the category where you think it fits best. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Each Residence, Building, Land, or Other Real Estate You Own or Have an Interest In

1. Do you own or have any legal or equitable interest in any residence, building, land, or similar property?

- No. Go to Part 2.
- Yes. Where is the property?

1.1 **1986 Sunny Side Drive**
Street address, if available, or other description

Brentwood **TN** **37027-0000**
City State ZIP Code

Williamson
County

What is the property? Check all that apply

- Single-family home
- Duplex or multi-unit building
- Condominium or cooperative
- Manufactured or mobile home
- Land
- Investment property
- Timeshare
- Other _____

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?	Current value of the portion you own?
\$425,000.00	\$425,000.00

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

Tenants by the Entireties

WE OWNED OUR PROPERTY as ONE INDIVIDUAL (MARRIED ENTITY)!

Check if this is community property (see instructions)

Who has an interest in the property? Check one

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another

Other information you wish to add about this item, such as local property identification number:

Separated Spouse is on Deed only

FALSE!!!

This is the only page I've seen that is MOSTLY correct, except for this "Fraud On the Court, by Officer(s) of the Court" claim that I had NO financial investment or interest in our Marital Residence, when I contributed far more to it, at purchase and through improvements, than Ms. Fenton ever did! That is Bankruptcy FRAUD by Attorney Ausbrooks!

2. Add the dollar value of the portion you own for all of your entries from Part 1, including any entries for pages you have attached for Part 1. Write that number here.....=>

\$425,000.00

Part 2: Describe Your Vehicles

Do you own, lease, or have legal or equitable interest in any vehicles, whether they are registered or not? Include any vehicles you own that someone else drives. If you lease a vehicle, also report it on *Schedule G: Executory Contracts and Unexpired Leases*.

Fill in this information to identify your case:

Debtor 1 **Fawn [REDACTED] Fenton**
First Name Middle Name Last Name

Debtor 2
(Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: **MIDDLE DISTRICT OF TENNESSEE**

Case number
(if known)

Check if this is an amended filing

Official Form 106C

Schedule C: The Property You Claim as Exempt

4/19

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. Using the property you listed on *Schedule A/B: Property* (Official Form 106A/B) as your source, list the property that you claim as exempt. If more space is needed, fill out and attach to this page as many copies of *Part 2: Additional Page* as necessary. On the top of any additional pages, write your name and case number (if known).

For each item of property you claim as exempt, you must specify the amount of the exemption you claim. One way of doing so is to state a specific dollar amount as exempt. Alternatively, you may claim the full fair market value of the property being exempted up to the amount of any applicable statutory limit. Some exemptions—such as those for health aids, rights to receive certain benefits, and tax-exempt retirement funds—may be unlimited in dollar amount. However, if you claim an exemption of 100% of fair market value under a law that limits the exemption to a particular dollar amount and the value of the property is determined to exceed that amount, your exemption would be limited to the applicable statutory amount.

Part 1: Identify the Property You Claim as Exempt

1. Which set of exemptions are you claiming? Check one only, even if your spouse is filing with you.

- You are claiming state and federal nonbankruptcy exemptions. 11 U.S.C. § 522(b)(3)
- You are claiming federal exemptions. 11 U.S.C. § 522(b)(2)

2. For any property you list on *Schedule A/B* that you claim as exempt, fill in the information below.

Brief description of the property and line on <i>Schedule A/B</i> that lists this property	Current value of the portion you own <small>Copy the value from <i>Schedule A/B</i></small>	Amount of the exemption you claim <small>Check only one box for each exemption.</small>	Specific laws that allow exemption
2017 Toyota Prius 23,000 miles VIN: [REDACTED] Line from <i>Schedule A/B</i> : 3.1	\$16,375.00	<input checked="" type="checkbox"/> \$3,775.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103
AR15, FN-FAL, Glock 23, Rugger SP101 Line from <i>Schedule A/B</i> : 10.1	\$2,700.00	<input checked="" type="checkbox"/> \$2,700.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103
Clothing/Shoes/Purse Line from <i>Schedule A/B</i> : 11.1	\$500.00	<input checked="" type="checkbox"/> 100% <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-104
Cash Line from <i>Schedule A/B</i> : 16.1	\$50.00	<input checked="" type="checkbox"/> \$50.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103
Checking: First Farmers & Merchants Line from <i>Schedule A/B</i> : 17.1	\$2,000.00	<input checked="" type="checkbox"/> \$2,000.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103

Debtor 1 Fawn ██████ Fenton		Case number (if known)	
Brief description of the property and line on Schedule A/B that lists this property	Current value of the portion you own <small>Copy the value from Schedule A/B</small>	Amount of the exemption you claim <small>Check only one box for each exemption.</small>	Specific laws that allow exemption
Savings: First Farmers & Merchants Line from Schedule A/B: 17.3	\$800.00	<input checked="" type="checkbox"/> \$800.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103
Savings: Ascend Federal CU Line from Schedule A/B: 17.4	\$150.00	<input checked="" type="checkbox"/> \$150.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103
Federal: 2017 Tax Refund Line from Schedule A/B: 28.1	\$1,533.50	<input checked="" type="checkbox"/> \$525.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103

3. **Are you claiming a homestead exemption of more than \$170,350?**
(Subject to adjustment on 4/01/22 and every 3 years after that for cases filed on or after the date of adjustment.)
- No
 - Yes. Did you acquire the property covered by the exemption within 1,215 days before you filed this case?
 - No
 - Yes

Fill in this information to identify your case:

Debtor 1 **Fawn [REDACTED] Fenton**
 First Name Middle Name Last Name

Debtor 2
 (Spouse if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: **MIDDLE DISTRICT OF TENNESSEE**

Case number
 (if known)

Check if this is an amended filing

Official Form 106D

Schedule D: Creditors Who Have Claims Secured by Property

12/19

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the Additional Page, fill it out, number the entries, and attach it to this form. On the top of any additional pages, write your name and case number (if known).

1. Do any creditors have claims secured by your property?

- No. Check this box and submit this form to the court with your other schedules. You have nothing else to report on this form.
- Yes. Fill in all of the information below.

Part 1: List All Secured Claims

2. List all secured claims. If a creditor has more than one secured claim, list the creditor separately for each claim. If more than one creditor has a particular claim, list the other creditors in Part 2. As much as possible, list the claims in alphabetical order according to the creditor's name.

2.1 **BanCorp South**
 Creditor's Name

Attn: Officer Manager or Agent
914 Murfreesboro Road
Franklin, TN 37067

Number, Street, City, State & Zip Code

Describe the property that secures the claim:

1986 Sunny Side Drive Brentwood, TN 37027 Williamson County Separated Spouse is on Deed only

As of the date you file, the claim is: Check all that apply.

- Contingent
- Unliquidated
- Disputed**

Nature of lien. Check all that apply.

- An agreement you made (such as mortgage or secured car loan)
- Statutory lien (such as tax lien, mechanic's lien)
- Judgment lien from a lawsuit**
- Other (including a right to offset)

Home Equity L

Column A

Amount of claim
Do not deduct the value of collateral.

\$53,967.42

Column B

Value of collateral that supports this claim

\$425,000.00

Column C

Unsecured portion if any

\$0.00

Attorney Ausbrooks failed to list me here as having any FINANCIAL investment and interest in OUR EQUALLY Deeded Marital Property. Although the loans were in Ms. Fenton's name, since our previous residence was still financed in my name (making the income to debt ratios easier, to qualify for more favorable interest rates), every dollar, asset, and debt we had, while we were married, we owned a joint and equal interest in! There was NO differentiation between his/hers money, property, or debt obligations. While I was also required to sign as a BORROWER at closing for both of these loans/mortgages, to subject my interest in the property to the repayment of these notes. This is clearly "Fraud On the Court by Officer(s) of the Court!" by Ausbrooks.

Who owes the debt? Check one.

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another**
- Check if this claim relates to a community debt

Date debt was incurred

Last 4 digits of account number

2.2 **Bank of America, NA**
 Creditor's Name

Attn: Officer Manager or Agent
4909 Savarese Circle
Tampa, FL 33634

Number, Street, City, State & Zip Code

Describe the property that secures the claim:

1986 Sunny Side Drive Brentwood, TN 37027 Williamson County Separated Spouse is on Deed only

As of the date you file, the claim is: Check all that apply.

- Contingent
- Unliquidated
- Disputed**

Nature of lien. Check all that apply.

- An agreement you made (such as mortgage or secured car loan)
- Statutory lien (such as tax lien, mechanic's lien)
- Judgment lien from a lawsuit
- Other (including a right to offset)**

First Mortgage

Furthermore, Ms. Ausbrooks "erroneously" lists the information about me existing, in the PROPERTY ADDRESS BOX, while failing to check the boxes to indicate that I have any financial responsibility for these loans, that I have any financial investment or interest in this property, or that my financial interest is subject to these mortgages and notes being paid as promised. While I was provided absolutely NO NOTICE that my ex-wife was secretly filing for bankruptcy, or that she had specifically REQUESTED to unnecessarily forfeit OUR Marital Residence, and that the whole of ALL my investments in life, were being defaulted on and about to be LOST!

Date debt was incurred

Last 4 digits of account number

Debtor 1 **Fawn** **Fenton** Case number (if known) _____
First Name Middle Name Last Name

2.3 Toyota Motor Credit Co. Describe the property that secures the claim: **\$12,600.00** **\$16,375.00** **\$0.00**

Creditor's Name
Attn Officer Manager or Agent
5005 N River Blvd. NE
Cedar Rapids, IA
52411-6634
Number, Street, City, State & Zip Code

2017 Toyota Prius 23,000 miles
VIN: [REDACTED]

As of the date you file, the claim is: Check all that apply.

Contingent

Unliquidated

Disputed

Nature of lien. Check all that apply.

An agreement you made (such as mortgage or secured car loan)

Statutory lien (such as tax lien, mechanic's lien)

Judgment lien from a lawsuit

Other (including a right to offset) **PMSI**

Who owes the debt? Check one.

Debtor 1 only

Debtor 2 only

Debtor 1 and Debtor 2 only

At least one of the debtors and another

Check if this claim relates to a community debt

Date debt was incurred **09/15/2016**

Last 4 digits of account number _____

Add the dollar value of your entries in Column A on this page. Write that number here:

\$306,750.19

If this is the last page of your form, add the dollar value totals from all pages.

\$306,750.19

Write that number here:

Part 2: List Others to Be Notified for a Debt That You Already Listed

Use this page only if you have others to be notified about your bankruptcy for a debt that you already listed in Part 1. For example, if a collection agency is trying to collect from you for a debt you owe to someone else, list the creditor in Part 1, and then list the collection agency here. Similarly, if you have more than one creditor for any of the debts that you listed in Part 1, list the additional creditors here. If you do not have additional persons to be notified for any debts in Part 1, do not fill out or submit this page.

Fill in this information to identify your case:

Debtor 1 **Fawn [REDACTED] Fenton**
First Name Middle Name Last Name

Debtor 2
(Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: **MIDDLE DISTRICT OF TENNESSEE**

Case number
(if known)

Check if this is an amended filing

**Official Form 106E/F
 Schedule E/F: Creditors Who Have Unsecured Claims**

12/15

Be as complete and accurate as possible. Use Part 1 for creditors with PRIORITY claims and Part 2 for creditors with NONPRIORITY claims. List the other party to any executory contracts or unexpired leases that could result in a claim. Also list executory contracts on Schedule A/B: Property (Official Form 106A/B) and on Schedule G: Executory Contracts and Unexpired Leases (Official Form 106G). Do not include any creditors with partially secured claims that are listed in Schedule D: Creditors Who Have Claims Secured by Property. If more space is needed, copy the Part you need, fill it out, number the entries in the boxes on the left. Attach the Continuation Page to this page. If you have no information to report in a Part, do not file that Part. On the top of any additional pages, write your name and case number (if known).

Part 1: List All of Your PRIORITY Unsecured Claims

- Do any creditors have priority unsecured claims against you?
 No. Go to Part 2.
 Yes.
- List all of your priority unsecured claims. If a creditor has more than one priority unsecured claim, list the creditor separately for each claim. For each claim listed, identify what type of claim it is. If a claim has both priority and nonpriority amounts, list that claim here and show both priority and nonpriority amounts. As much as possible, list the claims in alphabetical order according to the creditor's name. If you have more than two priority unsecured claims, fill out the Continuation Page of Part 1. If more than one creditor holds a particular claim, list the other creditors in Part 3.

(For an explanation of each type of claim, see the instructions for this form in the instruction booklet.)

		Total claim	Priority amount	Nonpriority amount	
2.1	IRS Insolvency Priority Creditor's Name Attn: Officer Manager or Agent PO Box 7346 Philadelphia, PA 19101-7346 Number Street City State Zip Code 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 _____ When was the debt incurred? _____ As of the date you file, the claim is: Check all that apply <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Type of PRIORITY unsecured claim: <input type="checkbox"/> Domestic support obligations <input checked="" type="checkbox"/> Taxes and certain other debts you owe the government <input type="checkbox"/> Claims for death or personal injury while you were intoxicated <input type="checkbox"/> Other. Specify _____	\$0.00	\$0.00	\$0.00

Notice

Part 2: List All of Your NONPRIORITY Unsecured Claims

- Do any creditors have nonpriority unsecured claims against you?
 No. You have nothing to report in this part. Submit this form to the court with your other schedules.
 Yes.
- List all of your nonpriority unsecured claims in the alphabetical order of the creditor who holds each claim. If a creditor has more than one nonpriority unsecured claim, list the creditor separately for each claim. For each claim listed, identify what type of claim it is. Do not list claims already included in Part 1. If more than one creditor holds a particular claim, list the other creditors in Part 3. If you have more than three nonpriority unsecured claims fill out the Continuation Page of Part 2.

Total claim

Debtor 1 **Fawn ██████ Fenton**

Case number (if known) _____

4.1

American Express

Nonpriority Creditor's Name

**Attn: Officer Manager or Agent
PO Box 981537
El Paso, TX 79998**

Number Street City State Zip Code

Who incurred the debt? Check one.

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another
- Check if this claim is for a community debt

Is the claim subject to offset?

- No
- Yes

Last 4 digits of account number _____

\$9,518.02

When was the debt incurred? _____

As of the date you file, the claim is: Check all that apply

- Contingent
- Unliquidated
- Disputed

Type of NONPRIORITY unsecured claim:

- Student loans
- Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- Debts to pension or profit-sharing plans, and other similar debts

Other. Specify **Credit Card**

4.2

Ascend Federal Credit Union

Nonpriority Creditor's Name

**Attn: Officer Manager or Agent
PO Box 1210
Tullahoma, TN 37388**

Number Street City State Zip Code

Who incurred the debt? Check one.

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another
- Check if this claim is for a community debt

Is the claim subject to offset?

- No
- Yes

Last 4 digits of account number _____

\$17,811.23

When was the debt incurred? _____

As of the date you file, the claim is: Check all that apply

- Contingent
- Unliquidated
- Disputed

Type of NONPRIORITY unsecured claim:

- Student loans
- Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- Debts to pension or profit-sharing plans, and other similar debts

Other. Specify **Credit Card**

4.3

Bank of America

Nonpriority Creditor's Name

**Attn: Officer Manager or Agent
PO Box 982238
El Paso, TX 79998**

Number Street City State Zip Code

Who incurred the debt? Check one.

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another
- Check if this claim is for a community debt

Is the claim subject to offset?

- No
- Yes

Last 4 digits of account number _____

\$11,793.22

When was the debt incurred? _____

As of the date you file, the claim is: Check all that apply

- Contingent
- Unliquidated
- Disputed

Type of NONPRIORITY unsecured claim:

- Student loans
- Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- Debts to pension or profit-sharing plans, and other similar debts

Other. Specify **Credit Card**

Debtor 1 **Fawn** ██████████ **Fenton**

Case number (if known) _____

4.4	Capital One Bank USA NA Nonpriority Creditor's Name Attn: Officer Manager or Agent PO Box 30281 Salt Lake City, UT 84130-0281 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 _____ When was the debt incurred? _____ As of the date you file, the claim is: Check all that apply <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Type of NONPRIORITY unsecured claim: <input type="checkbox"/> Student loans <input type="checkbox"/> Obligations arising out of a separation agreement or divorce that you did not report as priority claims <input type="checkbox"/> Debts to pension or profit-sharing plans, and other similar debts <input checked="" type="checkbox"/> Other. Specify Flexible Spending Account	\$9,818.83
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4.5	Chase Card Nonpriority Creditor's Name Attn: Officer Manager or Agent PO Box 15298 Wilmington, DE 19850 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 _____ When was the debt incurred? _____ As of the date you file, the claim is: Check all that apply <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Type of NONPRIORITY unsecured claim: <input type="checkbox"/> Student loans <input type="checkbox"/> Obligations arising out of a separation agreement or divorce that you did not report as priority claims <input type="checkbox"/> Debts to pension or profit-sharing plans, and other similar debts <input checked="" type="checkbox"/> Other. Specify Notice	\$0.00
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Part 3: List Others to Be Notified About a Debt That You Already Listed

5. Use this page only if you have others to be notified about your bankruptcy, for a debt that you already listed in Parts 1 or 2. For example, if a collection agency is trying to collect from you for a debt you owe to someone else, list the original creditor in Parts 1 or 2, then list the collection agency here. Similarly, if you have more than one creditor for any of the debts that you listed in Parts 1 or 2, list the additional creditors here. If you do not have additional persons to be notified for any debts in Parts 1 or 2, do not fill out or submit this page.

Name and Address IRS Insolvency 801 Broadway Room 285 MDP 146 Nashville, TN 37203	On which entry in Part 1 or Part 2 did you list the original creditor? Line <u>2.1</u> of (Check one): <input checked="" type="checkbox"/> Part 1: Creditors with Priority Unsecured Claims <input type="checkbox"/> Part 2: Creditors with Nonpriority Unsecured Claims	Last 4 digits of account number _____
---	---	---------------------------------------

Name and Address US Attorney General US Department of Justice 950 Pennsylvania Avenue Washington, DC 20530	On which entry in Part 1 or Part 2 did you list the original creditor? Line <u>2.1</u> of (Check one): <input checked="" type="checkbox"/> Part 1: Creditors with Priority Unsecured Claims <input type="checkbox"/> Part 2: Creditors with Nonpriority Unsecured Claims	Last 4 digits of account number _____
--	---	---------------------------------------

Part 4: Add the Amounts for Each Type of Unsecured Claim

6. Total the amounts of certain types of unsecured claims. This information is for statistical reporting purposes only. 28 U.S.C. §159. Add the amounts for each type of unsecured claim.

		Total Claim	
Total	6a. Domestic support obligations	6a. \$	0.00

Debtor 1 **Fawn** [REDACTED] **Fenton**

Case number (if known) _____

claims
from Part 1

- 6b. **Taxes and certain other debts you owe the government**
- 6c. **Claims for death or personal injury while you were intoxicated**
- 6d. **Other.** Add all other priority unsecured claims. Write that amount here.

- 6e. **Total Priority.** Add lines 6a through 6d.

6b. \$ 0.00

6c. \$ 0.00

6d. \$ 0.00

6e. \$ 0.00

Total Claim

Total
claims
from Part 2

- 6f. **Student loans**

- 6g. **Obligations arising out of a separation agreement or divorce that you did not report as priority claims**
- 6h. **Debts to pension or profit-sharing plans, and other similar debts**
- 6i. **Other.** Add all other nonpriority unsecured claims. Write that amount here.

- 6j. **Total Nonpriority.** Add lines 6f through 6i.

6f. \$ 0.00

6g. \$ 0.00

6h. \$ 0.00

6i. \$ 48,941.30

6j. \$ 48,941.30

Fill in this information to identify your case:

Debtor 1 **Fawn [REDACTED] Fenton**
First Name Middle Name Last Name

Debtor 2
(Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: **MIDDLE DISTRICT OF TENNESSEE**

Case number
(if known)

Check if this is an amended filing

Official Form 106G

Schedule G: Executory Contracts and Unexpired Leases

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the additional page, fill it out, number the entries, and attach it to this page. On the top of any additional pages, write your name and case number (if known).

- Do you have any executory contracts or unexpired leases?**

No. Check this box and file this form with the court with your other schedules. You have nothing else to report on this form.

Yes. Fill in all of the information below even if the contacts of leases are listed on *Schedule A/B:Property* (Official Form 106 A/B).
- List separately each person or company with whom you have the contract or lease. Then state what each contract or lease is for (for example, rent, vehicle lease, cell phone).** See the instructions for this form in the instruction booklet for more examples of executory contracts and unexpired leases.

Person or company with whom you have the contract or lease
Name, Number, Street, City, State and ZIP Code

State what the contract or lease is for

2.1 [REDACTED]
 c/o Brookside Properties, Inc.
 2002 Richard Jones Road, Suite 200-C
 Nashville, TN 37215

**Assume Residential Lease
 Ends 08/2020**

Fill in this information to identify your case:

Debtor 1 **Fawn** **Fenton**
First Name Middle Name Last Name

Debtor 2
(Spouse if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number
(if known)

Check if this is an amended filing

Official Form 106H
Schedule H: Your Codebtors

12/15

Codebtors are people or entities who are also liable for any debts you may have. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the Additional Page, fill it out, and number the entries in the boxes on the left. Attach the Additional Page to this page. On the top of any Additional Pages, write your name and case number (if known). Answer every question.

1. Do you have any codebtors? (If you are filing a joint case, do not list either spouse as a codebtor.)

- No
- Yes

2. Within the last 8 years, have you lived in a community property state or territory? (Community property states and territories include Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, and Wisconsin.)

- No. Go to line 3.
- Yes. Did your spouse, former spouse, or legal equivalent live with you at the time?

3. In Column 1, list all of your codebtors. Do not include your spouse as a codebtor if your spouse is filing with you. List the person shown in line 2 again as a codebtor only if that person is a guarantor or cosigner. Make sure you have listed the creditor on Schedule D (Official Form 106D), Schedule E/F (Official Form 106E/F), or Schedule G (Official Form 106G). Use Schedule D, Schedule E/F, or Schedule G to fill out Column 2.

Column 1: Your codebtor
 Name, Number, Street, City, State and ZIP Code

Column 2: The creditor to whom you owe the debt
 Check all schedules that apply:

3.1

Name _____

Number _____ Street _____ State _____ ZIP Code _____

- Schedule D, line _____
- Schedule E/F, line _____
- Schedule G, line _____

3.2

Name _____

Number _____ Street _____ State _____ ZIP Code _____

- Schedule D, line _____
- Schedule E/F, line _____
- Schedule G, line _____

Fill in this information to identify your case:

Debtor 1 Fawn ██████ Fenton

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number _____
(If known)

Check if this is:
 An amended filing
 A supplement showing postpetition chapter 13 income as of the following date:

MM / DD / YYYY

Official Form 106I

Schedule I: Your Income

12/15

Be as complete and accurate as possible. If two married people are filing together (Debtor 1 and Debtor 2), both are equally responsible for supplying correct information. If you are married and not filing jointly, and your spouse is living with you, include information about your spouse. If you are separated and your spouse is not filing with you, do not include information about your spouse. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Employment

		Debtor 1	Debtor 2 or non-filing spouse
1. Fill in your employment information.	Employment status	<input checked="" type="checkbox"/> Employed <input type="checkbox"/> Not employed	<input type="checkbox"/> Employed <input type="checkbox"/> Not employed
	Occupation	<u>Architect</u>	
If you have more than one job, attach a separate page with information about additional employers.	Employer's name	<u>████████ Associates, Architects, Inc.</u>	
	Employer's address	<u>3322 West End Ave. Suite 103 Nashville, TN 37203</u>	
Include part-time, seasonal, or self-employed work.	How long employed there?	<u>August 2006</u>	
Occupation may include student or homemaker, if it applies.			

Part 2: Give Details About Monthly Income

Estimate monthly income as of the date you file this form. If you have nothing to report for any line, write \$0 in the space. Include your non-filing spouse unless you are separated.

If you or your non-filing spouse have more than one employer, combine the information for all employers for that person on the lines below. If you need more space, attach a separate sheet to this form.

	For Debtor 1	For Debtor 2 or non-filing spouse
2. List monthly gross wages, salary, and commissions (before all payroll deductions). If not paid monthly, calculate what the monthly wage would be.	\$ <u>7,500.00</u>	\$ <u>N/A</u>
3. Estimate and list monthly overtime pay.	+\$ <u>0.00</u>	+\$ <u>N/A</u>
4. Calculate gross income. Add line 2 + line 3.	\$ <u>7,500.00</u>	\$ <u>N/A</u>

Debtor 1 **Fawn** ██████████ **Fenton**

Case number (if known) _____

		For Debtor 1		For Debtor 2 or non-filing spouse
Copy line 4 here	4.	\$ 7,500.00		N/A
5. List all payroll deductions:				
5a. Tax, Medicare, and Social Security deductions	5a.	\$ 1,654.96		N/A
5b. Mandatory contributions for retirement plans	5b.	\$ 0.00		N/A
5c. Voluntary contributions for retirement plans	5c.	\$ 0.00		N/A
5d. Required repayments of retirement fund loans	5d.	\$ 0.00		N/A
5e. Insurance	5e.	\$ 0.00		N/A
5f. Domestic support obligations	5f.	\$ 0.00		N/A
5g. Union dues	5g.	\$ 0.00		N/A
5h. Other deductions. Specify: _____	5h.+	\$ 0.00	+	N/A
6. Add the payroll deductions. Add lines 5a+5b+5c+5d+5e+5f+5g+5h.	6.	\$ 1,654.96		N/A
7. Calculate total monthly take-home pay. Subtract line 6 from line 4.	7.	\$ 5,845.04		N/A
8. List all other income regularly received:				
8a. Net income from rental property and from operating a business, profession, or farm Attach a statement for each property and business showing gross receipts, ordinary and necessary business expenses, and the total monthly net income.	8a.	\$ 0.00		N/A
8b. Interest and dividends	8b.	\$ 0.00		N/A
8c. Family support payments that you, a non-filing spouse, or a dependent regularly receive Include alimony, spousal support, child support, maintenance, divorce settlement, and property settlement.	8c.	\$ 0.00		N/A
8d. Unemployment compensation	8d.	\$ 0.00		N/A
8e. Social Security	8e.	\$ 0.00		N/A
8f. Other government assistance that you regularly receive Include cash assistance and the value (if known) of any non-cash assistance that you receive, such as food stamps (benefits under the Supplemental Nutrition Assistance Program) or housing subsidies. Specify: _____	8f.	\$ 0.00		N/A
8g. Pension or retirement income	8g.	\$ 0.00		N/A
8h. Other monthly income. Specify: _____	8h.+	\$ 0.00	+	N/A
9. Add all other income. Add lines 8a+8b+8c+8d+8e+8f+8g+8h.	9.	\$ 0.00		N/A
10. Calculate monthly income. Add line 7 + line 9. Add the entries in line 10 for Debtor 1 and Debtor 2 or non-filing spouse.	10.	\$ 5,845.04	+	\$ N/A = \$ 5,845.04
11. State all other regular contributions to the expenses that you list in Schedule J. Include contributions from an unmarried partner, members of your household, your dependents, your roommates, and other friends or relatives. Do not include any amounts already included in lines 2-10 or amounts that are not available to pay expenses listed in Schedule J. Specify: _____	11.		+\$	0.00
12. Add the amount in the last column of line 10 to the amount in line 11. The result is the combined monthly income. Write that amount on the Summary of Schedules and Statistical Summary of Certain Liabilities and Related Data, if it applies	12.			\$ 5,845.04
				Combined monthly income
13. Do you expect an increase or decrease within the year after you file this form?				
<input checked="" type="checkbox"/> No.				
<input type="checkbox"/> Yes. Explain: They knew a year in advance, when Ken Adkisson planned to retire, within only a few months.				

Fill in this information to identify your case:

Debtor 1 **Fawn** ██████████ **Fenton**

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number _____
(If known)

Check if this is:

- An amended filing
- A supplement showing postpetition chapter 13 expenses as of the following date:

MM / DD / YYYY

Official Form 106J

Schedule J: Your Expenses

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach another sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Your Household

1. Is this a joint case?

- No. Go to line 2.
- Yes. Does Debtor 2 live in a separate household?
 - No
 - Yes. Debtor 2 must file Official Form 106J-2, *Expenses for Separate Household of Debtor 2*.

2. Do you have dependents? No

Do not list Debtor 1 and Debtor 2.

Yes. Fill out this information for each dependent.....

Dependent's relationship to Debtor 1 or Debtor 2

Dependent's age

Does dependent live with you?

Do not state the dependents names.

Dependent's relationship to Debtor 1 or Debtor 2	Dependent's age	Does dependent live with you?
_____	_____	<input type="checkbox"/> No <input type="checkbox"/> Yes
_____	_____	<input type="checkbox"/> No <input type="checkbox"/> Yes
_____	_____	<input type="checkbox"/> No <input type="checkbox"/> Yes
_____	_____	<input type="checkbox"/> No <input type="checkbox"/> Yes

3. Do your expenses include expenses of people other than yourself and your dependents? No Yes

Part 2: Estimate Your Ongoing Monthly Expenses

Estimate your expenses as of your bankruptcy filing date unless you are using this form as a supplement in a Chapter 13 case to report expenses as of a date after the bankruptcy is filed. If this is a supplemental *Schedule J*, check the box at the top of the form and fill in the applicable date.

Include expenses paid for with non-cash government assistance if you know the value of such assistance and have included it on *Schedule I: Your Income* (Official Form 106I.)

4. The rental or home ownership expenses for your residence. Include first mortgage payments and any rent for the ground or lot.

4. \$ 1,229.00

If not included in line 4:

Your expenses	
4a. Real estate taxes	4a. \$ <u>0.00</u>
4b. Property, homeowner's, or renter's insurance	4b. \$ <u>15.00</u>
4c. Home maintenance, repair, and upkeep expenses	4c. \$ <u>0.00</u>
4d. Homeowner's association or condominium dues	4d. \$ <u>0.00</u>
5. Additional mortgage payments for your residence, such as home equity loans	5. \$ <u>0.00</u>

Debtor Fawn ██████ Fenton

Case number _____

- plan confirmation.
- other: Entry of Discharge

Part 9: Nonstandard Plan Provisions

Nonstandard provisions are required to be set forth below.

These plan provisions will be effective only if the applicable box in § 1.3 is checked.

Adequate Protection Payments:
Toyota Motor Credit Co. @ \$25.00

Debtor moves for permission to sell real property located at 1986 Sunny Side Drive Brentwood, TN 37027 Williamson County, within 180 days of confirmation with no payments being made in the interim. The liens of Bank of America, NA and BanCorp South shall be satisfied in full and all remaining proceeds after Debtor's homestead exemption and costs of sale shall be paid to the Chapter 13 Trustee for the benefit of the estate.

Confirmation of this Plan imposes upon any claimholder treated under § 3.1 and, holding as collateral, the residence of the Debtor(s), the obligation to: (i) Apply the payments received from the Trustee on pre-confirmation arrearages only to such arrearages. For purposes of this plan, the "pre-confirmation" arrears shall include all sums designated as pre-petition arrears in the allowed Proof of Claim plus any post-petition pre-confirmation payments due under the underlying mortgage debt not specified in the allowed Proof of Claim. (ii) Deem the mortgage obligation as current at confirmation such that future payments, if made pursuant to the plan, shall not be subject to late fees, penalties or other charges.

The Trustee may adjust the post-petition regular payments noted above and payments to the plan in paragraph 3 upon filing notice of such adjustment to debtor, debtor's attorney, creditor, and the U.S. Trustee where, and to the extent the underlying contract provides for modification.

The Trustee is authorized to pay any post-petition fees, expenses, and charges, notice of which is filed pursuant to Rule 3002.1, F.R.B.P. and as to which no objection is raised, at the same disbursement level as the arrears claim noted above.

Part 10: Signatures:

X /s/ Mary Beth Ausbrooks Date April 26, 2019
Mary Beth Ausbrooks
Signature of Attorney for Debtor(s)

X /s/ Fawn ██████ Fenton Date April 26, 2019
Fawn ██████ Fenton

X _____ Date _____

Signature(s) of Debtor(s) (required if not represented by an attorney; otherwise optional)

By filing this document, the Attorney for Debtor(s) or Debtor(s) themselves, if not represented by an attorney, also certify(ies) that the wording and order of the provisions in this Chapter 13 plan are identical to those contained in the form required under the Local Rules for the Bankruptcy Court for the Middle District of Tennessee, other than any nonstandard provisions included in Part 9.

3

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

fenton 319-02693 deed.pdf 247 KB

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

4

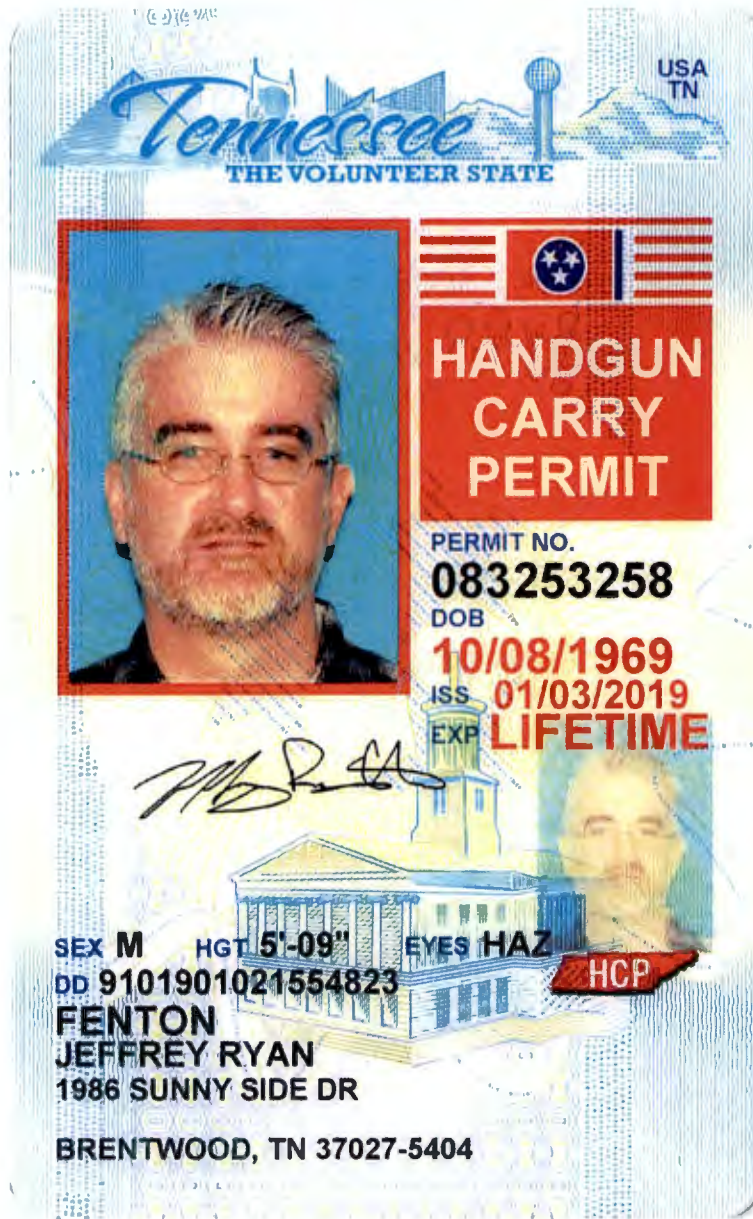
CLEAR EVIDENCE THAT I HAD RECENTLY PASSED BOTH STATE AND FEDERAL BACKGROUND CHECKS, WITH FLYING COLORS! WHILE NOT HAVING ANY CRIMINAL OR VIOLENT HISTORY, EVER!!!

(ISSUED JAN 3RD, 2019)

THE ONLY PEOPLE TO CLAIM ANY DIFFERENTLY: ARE MY EX-WIFE WHO SAVED APPROXIMATELY \$250K BY TELLING THOSE LIES, HER ATTORNEY, VIRGINIA LEE STORY, WHO ALSO PROFITTED NICELY, WITHOUT NEAR THE "WORK" AS ARGUING THE TRUTH! ALONG WITH SOME OF Ms. STORY'S (AND WHO ELSE'S?) "FRIENDS". FINALLY, THERE IS ATTORNEY VIRGINIA LEE STORY'S CLOSE AND TRUSTED "FAMILY FRIEND", THE CHANCERY COURT JUDGE WHO MADE IT ALL POSSIBLE, JUDGE MICHAEL W. BINKLEY (WHO SHOULD HAVE RECUSSED HIMSELF, BY FEDERAL LAW, IN THE VERY BEGINNING!) WHILE WHO KNOWS IF JUDGE BINKLEY'S MOTIVATION WAS FINANCIAL, "QUID PRO QUO", FAMILIAL, FAVORING A "FRIEND", OR STRICTLY HATE AND DISCRIMINATION AGAINST WHO HE PERCEIVED ME TO BE, OR THE "TYPE" OF PERSON WHICH HE ASSUMED THAT I "REPRESENT". WHETHER DUE TO Ms. STORY'S "EX PARTE" CLAIMS PRIOR TO MEETING ME, OR SHORTLY THEREAFTER, BEFORE I WAS EVER ALLOWED TO SPEAK A SINGLE WORD!

JUDGE BINKLEY (TE-1, 16:15-18): "ONE OF THE BIGGEST PROBLEMS I'M UP AGAINST... IS WHO'S GOING TO CONTROL THE HUSBAND?"

BIASED TRIAL COURT!



POSSIBLY FOR BEING A MAN, WHO WAS NOT THE PRIMARY "BREADWINNER" FOR HIS FAMILY, WHO STRUGGLES WITH DISABILITIES, TO WHICH JUDGE BINKLEY TOLD ME IN COURT, "SIR, I RESPECT THAT. BUT WE ALL HAVE BURDENS... EVERYBODY IN THIS ROOM HAS... JUST LIKE YOU DO... I CAN'T MAKE EXCUSES FOR THAT." (R.v4, 508-509) OR MAYBE BECAUSE I WAS RAISED IN THE "NORTH", WHILE "YANKEES" ARE STILL DESPISED BY SOME PEOPLE IN THE SOUTH, AS I'VE BEEN PICKED AT THROUGH THE YEARS. I CAN'T TELL YOU JUDGE BINKLEY'S "MOTIVATIONS", BUT I CAN PROVE HIS FAILURES AND EVEN HIS REFUSAL TO PROVIDE ME WITH A FAIR AND IMPARTIAL TRIAL (TRIBUNAL), MULTIPLE TIMES OVER!

JUDGE MICHAEL W. BINKLEY, WHO ONLY SPENT ONE HOUR WITH ME IN COURT, WHILE ONLY ALLOWING ME TO SPEAK FOR 7.1 MINUTES, WHICH HE SAID WAS IRRELEVANT THAT DAY ANYHOW. WHILE MY TESTIMONY WAS FOUNDATIONAL TO THE ENTIRELY "FRAUDULENT NARRATIVE" WHICH Ms. STORY HAD FABRICATED AND FORCED UPON THE COURT. WHILE "THEY" CONTINUE TO DEPRIVE ME OF MY LIFE, MY LIBERTY, AND MY PURSUIT OF HAPPINESS. TO THIS DAY, WITHOUT DUE PROCESS OF LAW, WHILE TERRORIZING MY FAMILY!

JUDGE MICHAEL W. BINKLEY BETRAYED HIS OATH OF OFFICE, HIS JUDICIAL SUPERVISORY DUTIES, ALONG WITH JUDICIAL CANONS 1 - 3, BY ALLOWING HIS CLOSE "FAMILY FRIEND" AND CONTROVERSIAL "WINNER TAKES ALL" ATTORNEY, VIRGINIA LEE STORY, TO MAKE CLEARLY FALSE STATEMENTS OF LAW IN HIS COURT (TE-1, 9:9-12, 10:11-13, 27:25-28:4, 28:24-29:8, 40:19-41:16, ETC.), IN GROSS VIOLATION OF RPC 3.3(A)(1)(3)(B)(C)(E)(F)(G). WHILE INSTEAD OF CORRECTING HER OBSCENELY OVERT MISCONDUCT: FRAUD UPON THE COURT, BIAS, DISHONESTY, NEGLIGENCE, UNFAIRNESS, HARASSMENT AND ABUSE BY PROCESS, AS REQUIRED IN THE "RULES OF JUDICIAL CONDUCT" (RJC 11, 212, 215, 22, 23, 26, 29), JUDGE BINKLEY JUST NODDED HIS HEAD UP-AND-DOWN, WHILE GRUNTING SOUNDS OF AGREEMENT, FOLLOWED BY COMPLETELY UNREASONABLE COURT ORDERS, WITH NO IMPARTIALITY, CONSIDERATION, FAIRNESS, COMMON-SENSE, OR CARE (DESPITE HUNDREDS OF PAGES OF REAL "EVIDENCE" TO THE CONTRARY), AT THE CONCLUSION OF EVERY "HEARING"! JUDGE BINKLEY NEVER ONCE CORRECTED Ms. STORY FOR "TESTIFYING AS A WITNESS" TO NEARLY EVERY WORD SHE SPOKE, IN VIOLATION OF THE "RULES OF PROFESSIONAL CONDUCT" WHICH STATES "A LAWYER SHALL NOT ASSERT PERSONAL KNOWLEDGE OF FACTS IN ISSUE EXCEPT WHEN TESTIFYING AS A WITNESS" (RPC 3.4(B)(D)(E)(1)(2)(3)), WHILE A "WITNESS" TO NEARLY NONE OF IT! (THAT ALONE, VERIFIABLE BY SKEPTICALLY READING THE "M2019-02059 TRANSCRIPT OF EVIDENCE-1" FROM MY 8/1/2019 HEARING, SHOULD BE SUFFICIENT TO ORDER A "MISTRIAL" AND/OR TO "STRIKE" EVERY ACTION IN THIS CASE!) REGARDLESS OF "MERITS" (WHICH WERE ALSO FRAUDULENT), THE "LANGUAGE" ALONE WAS UNREASONABLY UNETHICAL & ILLEGAL! INSTEAD JUDGE BINKLEY BIASEDLY TOOK EVERY WORD SHE SPOKE, AS IF IT WERE "FACT"! THE ABSENCE OF "IMPARTIALITY" AND THE PRESENCE OF "FRAUD UPON THE COURT" VOIDS EVERYTHING, WITH NO "STATUTE OF LIMITATIONS", EVER! LIKE THE "FRUIT OF THE POISONOUS TREE", THE "FRAUD" IS NO LONGER DISTINGUISHABLE FROM THE "TRUTH", BY REVIEWING THE COURT'S "RECORDS" IN THIS CASE. (ATTORNEY STORY "COLORED" EVERY AFFIDAVIT, MOTION, AND COURT ORDER SHE WROTE!) I DEMAND JUSTICE!

VOID JUDGMENTS - NO JURISDICTION - NO DUE PROCESS
OF LAW, EXCESSIVE FRAUD UPON THE COURT BY OFFICER(S)
OF THE COURT, IN THE STATE OF TENNESSEE'S
WILLIAMSON COUNTY CHANCERY COURT

AFFIDAVIT OF JEFFREY RYAN FENTON
(CERTIFYING DOCUMENT FEATURING MY HANDGUN PERMIT)

STATE OF: MICHIGAN

COUNTY OF: GENESEE

I, the Affiant, who goes by Jeffrey Ryan Fenton, a man, being of sound mind, and over the age of twenty-one, reserving all rights, being unschooled in law, and who has no BAR attorney, is without an attorney, and having never been competently re-presented by an attorney, and not waiving assistance of counsel, knowingly and willingly Declares and Duly affirms, in accordance with laws in and for the State of Tennessee, the State of Washington, and the State of Michigan, in good faith, and with full intent for preserving and promoting the public confidence in the integrity and impartiality of the government and the judiciary, that the following statements and facts, are true and correct of Affiant's own first-hand knowledge, understanding, and belief, do solemnly declare, and depose and say:

- 1.) **Every action in Williamson County Chancery Court Docket #48419B is VOID** (not avoidable). Due to failed **DUE PROCESS of LAW**, **Jurisdictional Violations**, and an excessive amount of **"Fraud Upon the Court by Officer(s) of the Court."**
- 2.) **Each of which have NO "Statute of Limitations"** for seeking corrections and a cure.

- 3.) It will require **multiple affidavits** for me to articulate the depth and breadth of the crimes which were committed against me and my family “under color of law,” in Williamson County Chancery Court. Along with the damages we have and continue to cruelly suffer.
- 4.) I do not believe that there is any “**qualified immunity**” remaining for **any** party involved.
- 5.) **These statements of fact involve two cases in Middle Tennessee, during 2019 (four separate actions intertwined)** on behalf of my wife (at that time), “**Fawn Tiffany Fenton**”, hereinafter referred to as “**ex-wife**”, to protect her privacy.

WILLIAMSON COUNTY CHANCERY COURT

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

U.S. BANKRUPTCY COURT - MIDDLE TENNESSEE

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

COURT OF APPEALS OF TENNESSEE AT NASHVILLE

- 10.) Upon appeal of the actions above in Chancery Court, I was the "Appellant" at the **Court of Appeals of Tennessee at Nashville**, in **No. M2019-02059-COA-R3-CV**.
- 11.) The Order dismissing my appeal was approved by the following panel of Judges: **Judge Frank G. Clement** (BPR# 006619), **Judge Andy Dwane Bennett** (BPR# 009894), and **Judge William Neal McBrayer** (BPR# 013879).

SUPREME COURT OF TENNESSEE AT NASHVILLE

- 12.) I tried to escalate my appeal to the **Supreme Court of Tennessee at Nashville**, in **No. M2019-02059-SC-R11-CV**, but my application for permission to appeal was denied.

PURPOSE AND INTENT

- 13.) This document has been created to exercise my **FIRST AMENDMENT RIGHT** and **RESPONSIBILITY** as a **CITIZEN**, to hold government accountable for their actions, no matter how resistant to the **TRUTH** that government is.
- 14.) While continuing to seek a peaceful **LEGAL CURE**, so that I can **SURVIVE** this loss!

CERTIFYING THE FACTUAL ACCURACY AND THE TRUTHFUL CONTENTS, IN MY DOCUMENT FEATURING MY TENNESSEE LIFETIME HANDGUN CARRY PERMIT (#083253258)

- 15.) Due to the size limitations and layout of the page, some of the legal citations are grouped together (abbreviated) instead of cited directly beside and repeatedly with each sentence, as they apply. Although slightly displaced, all citations are believed to be factual and correct, both in application and intent, along with the rest of the claims, statements, and accusations made throughout the language of this document, when considered together as a whole.
- 16.) The text and testimony of the subject document are also being provided here, as a larger print format for the Court to more easily read.



- 17.) This is a single page document/publication/testimony, with very pointed language, clearly intended to catch the attention of others. To tell them about my continued sufferings “under color of law,” and to seek HELP for myself and ACCOUNTABILITY for Judge Michael W. Binkley and Attorney Virginia Lee Story (along with several of their friends).
- 18.) **No part of these documents are intended to harm, defame, or injure any party, their families, their businesses, or any other aspect of their lives and/or the communities within which they live, except to what extent it is necessary to EXPOSE the TRUTH and bring forth JUSTICE. As it should have been administered in the first place.**
- 19.) None of this is done maliciously, pretentiously, or for ulterior motives.
- 20.) **None of these allegations are false or fraudulently presented.**
- 21.) I can supply substantial high-value, cross-referenceable, verifiable EVIDENCE to any party honestly acting in good-faith; for the purpose of investigating, proving, looking to disprove, or to honestly decide the truthfulness of my claims here.
- 22.) **I declare in good faith that the statements throughout are TRUE.**
- 23.) Though not designed or stated line-by-line, as usually seen in Affidavits, my claims, statements, accusations, throughout **are actual statements of FACT.**

- 24.) My non-conventional approach is simply out of desperation, in hopes of catching anyone's attention, to let the TRUTH be heard!
- 25.) I am in the process of designing several "picture books", which poignantly SHOW the TRUTH in a way which I hope will be more easily received and understood.
- 26.) In hopes that any reasonable mind will no longer be able to pushed-off, refuse to hear, and continue to be unconscionably ignored by the Courts.
- 27.) **Where I am hoping that the pictures alone will largely prove my case, while adding language to help clarify what is being shown, as well as the damages which I have and continue to suffer "under color of law."**
- 28.) **Caused by an otherwise unbelievable group of "bad actors," at the highest levels within the State of Tennessee.**
- 29.) The TEXT CONTENT of my Document Featuring my Tennessee Lifetime Handgun Carry Permit, are Listed Below (please note: fonts, colors, size, spacing, and emphasis may differ from the production document, but they contain identical wording and citations, without the paragraph numbers below.)
-



- 30.) **Clear evidence that I had recently passed both State and Federal background checks, with flying colors!** While not having any criminal or violent history, ever!
(Issued Jan 3rd, 2019)

SCAN OF MY TENNESSEE LIFETIME HANDGUN CARRY PERMIT

- 31.) The only people to claim any differently: are my ex-wife, who saved approximately **\$250k** by telling those lies, her attorney, Virginia Lee Story, who also profited nicely, **without near the “work” as arguing the truth!** Along with some of Ms. Story’s (and who else’s?) “FRIENDS”. Finally, there is Attorney Virginia Lee Story’s close and trusted “**family friend**”, the chancery court judge who made it all possible, **Judge Michael W. Binkley** (who should have recused himself, by Federal Law, in the very beginning!)
- 32.) While who knows if Judge Binkley’s motivation was financial, “quid pro quo”, familial, favoring a “friend”, or strictly hate and discrimination against who he perceived me to be, or the “type” of person which he assumed that I “represent”. Whether due to Ms. Story’s “ex parte” claims prior to meeting me, or shortly thereafter, **before I was ever allowed to speak a single word!**
- 33.) Judge Binkley (TE-1, 16:15-18):

*“One of the biggest problems I’m... Up against... Is
who's going to control the husband?”*

34.) **Biased Trial Court!**

35.) Possibly for being a man, **who was not the primary "breadwinner" for his family**, who struggles with disabilities, to which Judge Binkley told me in court (R.v4, 508-509):

*“Sir, I respect that. But we all have burdens...
Everybody in this room has... Just like you do...
I can't make excuses for that.”*

36.) Or maybe because I was raised in the "North", while "Yankees" are still despised by some people in the South, as I have been picked at through the years. I can't tell you judge Binkley's "motivations", but I can prove his failures and even his refusal to provide me with a fair and impartial trial (tribunal), multiple times over!

37.) Judge Michael W. Binkley, who only spent **ONE HOUR** with me in court, while only allowing me to speak for **7.1 minutes**, which he said was irrelevant that day anyhow. While my testimony was foundational to the entirely "fraudulent narrative" which Ms. Story had fabricated and forced upon the court. While "they" continue to deprive me of my life, my liberty, and my pursuit of happiness. **To this day, without due process of law, while terrorizing my family!**

- 38.) **Judge Michael W. Binkley betrayed his Oath of Office, his Judicial Supervisory Duties, along with Judicial Canons 1 - 3, by allowing his close "family friend" and controversial "winner takes all" Attorney, Virginia Lee Story, to make clearly false statements of law in his court** (TE-1, 9:9-12, 10:11-13, 27:25-28:4, 28:24-29:8, 40:19-41:16, etc.), in gross violation of RPC 3.3(a)(1)(3)(b)(c)(e)(f)(g).
- 39.) **While instead of CORRECTING her obscenely overt MISCONDUCT: Fraud Upon the Court, Bias, Dishonesty, Negligence, Unfairness, Harassment and Abuse by Process, as required in the "Rules of Judicial Conduct" (RJC 1.1, 2.12, 2.15, 2.2, 2.3, 2.6, 2.9), Judge Binkley just nodded his head up-and-down, while grunting sounds of agreement, followed by completely UNREASONABLE Court Orders, with NO IMPARTIALITY, consideration, fairness, common-sense, or care (despite hundreds of pages of real "EVIDENCE" to the contrary), at the conclusion of every "hearing"!**
- 40.) **Judge Binkley never once CORRECTED Ms. Story for "testifying as a witness" to nearly every word she spoke, in violation of the "Rules of Professional Conduct" which states:**

***"A lawyer shall not assert personal knowledge of facts in issue
except when testifying as a witness"***

RPC 3.4(b)(d)(e)(1)(2)(3)

41.) While a "witness" to nearly none of it! That alone, verifiable by skeptically reading the "M2019-02059 Transcript of Evidence-1" from my 8/1/2019 hearing, should be sufficient to order a "mistrial" and/or to "strike" every action in this case!

42.) Regardless of "merits" (which were also fraudulent), the "language" alone was unreasonably unethical & illegal! Instead Judge Binkley biasedly took every word she spoke, as if it were "FACT"!

43.) The absence of "Impartiality" and the presence of "Fraud Upon the Court" VOIDS everything, with no "Statute of Limitations", ever!

44.) Like the "Fruit of the Poisonous Tree", the "Fraud" is no longer distinguishable from the "Truth", by reviewing the court's "Records" in this case. (Attorney Story "colored" every affidavit, motion, and court order she wrote!) I demand JUSTICE!



45.) End of text content from document.

MAY JUSTICE BE SERVED!

THE PUBLIC WELFARE REQUIRING IT!

FURTHER AFFIANT SAITH NOT.

I declare under the penalty of bearing false witness before God and as recognized under the laws in and for the State of Tennessee, the State of Washington, and the State of Michigan, along with the Laws of the United States of America, acting with sincere intent and full standing in law, do herewith certify and state that the foregoing contents are true, correct, complete, certain, admissible as evidence, and not intended to mislead anyone, and that Jeffrey Ryan Fenton executes this document in accordance with best knowledge and understanding without dishonor, without recourse; with All rights reserved*, without prejudice.

***Notice of Specific Right Reserved:** This document, and every part herein, is prohibited from being used directly against my ex-wife, her person, property, career, earnings, estate, future earnings, financial interests, and inheritances, by any party other than myself. Furthermore, this document and every part herein, is expressly prohibited from being used in any Civil or Criminal actions directly against my ex-wife, except as is specifically authorized by me in writing, prior to her inclusion in any action, with clear, specific, and direct language (directly naming my ex-wife, directly naming this specific document and "Right Reserved", directly naming the specific action which she is to be included in, and the explicitly authorized terms or exceptions, which must all be clearly defined and grouped together within the body of a SINGLE-PAGE), to reduce the likelihood for any deceptive wordsmithing, litigious trickery, or fraudulent claims. No claims of verbal authorization or consent are acceptable or binding. For the purposes of this paragraph, "directly naming my ex-wife" shall mean: with her full name clearly written, meeting the conditions of this paragraph, not by implication, association, representation, party, counsel, or agency.

*No part of this "Right Reserved" shall provide any protection to any Agent, Counsel, Attorney, Lawyer, Judge, Auctioneer, Broker, Trustee, ABA and/or BAR Member, Court, City, County, State and/or Country, or any other person, entity, or division of government, allegedly acting on my ex-wife's behalf or otherwise.

*Should the language of this "Right Reserved" ever conflict with the language of any other document, form, contract, pleading, etc... either signed by me previously or at any point hereafter, including if I am coerced, ordered, or forced by any authority, judge, court, division of government or law enforcement body, to sign any such document after the execution of this Affidavit, in all such instances, regardless of the authority, power, circumstances, or claims (no matter how extreme), the terms of this "Right Reserved" shall CONTROL and RULE. I hereby plead the protections of the 5th Amendment in any situations where a party, entity, or agency chooses to still try to force my cooperation, testimony, and/or compliance to my ex-wife's detriment. We've both suffered far more than "our share"! It is time for some real JUSTICE! (Not leveraging laws to weaponize!)

*It is time for the Court, the Counsel, the County, and the State to be held accountable for their irresponsible and unconscionable actions and inactions, both in the commission of crimes as well as in slothful complacency and/or indifference, refusing to set up safeguards for the ethical protection of both the people and for preserving the integrity of Tennessee's Judiciary. Failing to mandate an ethical division between the judiciary and those who plead cases in their courts. Preventing any Judge in the State of Tennessee from hearing a legal argument where a "friend" OR "family" member is an interested party, litigant, or Counsel in the case. (ESPECIALLY WITHOUT FULL DISCLOSURE FIRST!) Else, true impartiality is IMPOSSIBLE on a consistent basis. While if you do not BELIEVE that, you have no higher education of value to the State, nor any knowledge of HISTORY, for THOUSANDS of years, throughout EVERY NATION known to man, while never ONCE has hidden and unaccountable power NOT CORRUPTED those holding it!

*To pretend otherwise, is to be an "accessory" to the crimes of those unconscionable "Members of the Court" who play the same games TODAY as Casey Moreland did, or even far worse! Keeping Tennessee's Judiciary in a constant state of disrepute. While you have betrayed your Country, your State, your Oath of Office, and your SUPERVISORY DUTIES by the Judicial Canons (which are NOT OPTIONAL for the Judiciary) to responsibility exercise the POWER which you have been entrusted with, to PROTECT the interests of the PEOPLE! To accept anyone's testimony that they are ABOVE TEMPTATION or ABLE to REMAIN IMPARTIAL (which is nearly impossible in the best of circumstances) is to DENY any knowledge of GOD or the BIBLE, which clearly, graphically, and continually talks about the INHERENT FALLIBILITY OF MANKIND! While the Tennessee Constitution demands that you believe in GOD, and essentially "Heaven" and "Hell" to hold office in this State, so to act CONTRARY to such knowledge is to be a TRAITOR to the very people you claim to SERVE! The High Courts are defying common sense, any knowledge of history, any ability to impartially discern and JUDGE, any knowledge of God, the Bible, or the realistic CONDITIONS of MANKIND, making the average HOMELESS person look more intelligent, fair, knowledgeable, and HONEST, than Tennessee's Highest Courts! While I know there are some GOOD PEOPLE in the Tennessee Supreme Court, so why hasn't this archaic "NOD" and "BLIND EYE" to CORRUPTION been REMEDIED YET (using grade-school common-sense)? That is where you will find the ROOT of Tennessee's Judicial CORRUPTION! It needs to be RIPPED-OUT, or you betray the very purpose for which you were appointed or elected. While being party to the destruction of countless lives, like MINE, who needed you to fulfill your Oaths of Office Honestly, Impartiality, willing to Protect the PEOPLE over the Powermongers!


Done this 1ST day of FEBRUARY in the year 2022, under penalty of perjury, under the laws of the United States of America.



Jeffrey Ryan Fenton

17195 Silver Parkway, #150
Fenton, MI, 48430-3426
jeff.fenton@live.com
(P) 615.837.1300
(F) 810.255.4438

SUBSCRIBED AND SWORN to this 1st day of, FEBRUARY, 2022.



Susan L. Temple
Notary Public; in and for Genesee County
State of Michigan
My Commission Expires - 12-23-24



Initials: 

5

COPY

R.v1 (41-44)

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

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

FILED FOR ENTRY
2019 JUL 17 PM 1:16

MOTION TO SELL THE MARITAL RESIDENCE

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

1. Wife filed her Complaint for Divorce against Husband on June 4, 2019.
2. ~~As of the date of the filing of this Motion, Husband has not filed an Answer to the Complaint for Divorce.~~ Misleading RPC 3.4(b) Irrelevant RPC 3.4(e)1, Unheard, to Cause Bias RPC 8.4(c)
3. Wife currently has an *Ex Parte* Order of Protection against Husband ~~as the result of the domestic abuse she has incurred by Husband.~~
4. The ~~marital~~ Misrepresentation, Prejudicial to Admin of Justice, Violate & Assist in Misconduct RPC 8.4(a)(c)(d)(f), False Statement RPC 4.1(a), Misleading RPC 3.4(b), Reasonably Should Know Crime/Fraud RPC 1.2(d)
5. Wife has not resided in the marital residence since April 2018 at which time she moved into her own apartment ~~as the living situation at home had gotten unbearable.~~
6. After Wife moved from the marital residence she continued to pay the mortgage and utilities for the marital residence up until the Spring of 2019 ~~when she could no longer afford to keep paying all of the bills on her own.~~
7. ~~As the result of her financial constraints,~~ Wife filed for bankruptcy in April 2019. The Trustee has agreed to allow Husband and Wife to sell the marital residence as the house will have sufficient equity to pay off the first and second mortgage holders if it is put

By Attorney Agreement between Brittany Gates and Virginia Story, due to an emergency in Ms. Gates family, requiring her to travel with her husband to Michigan.

Misleading RPC 3.4(b)
Irrelevant RPC 3.4(e)1

NOT MY FAULT!

IF "Trustee" REALLY knew that HUSBAND existed and was on DEED (as "Tenancy by the Entirety"), despite the fraudulently filed bankruptcy petition by Attorney Ausbrooks, then the Trustee must have been a party to the "Conspiracy Against MY Rights and Property" ALSO! Which means they have probably (ALL) played this scam on OTHERS before! Acting United States Trustee for Region 8, Paul A. Randolph needs to be contacted at (901) 544-3251 to inquire further about the Responsibilities of the Trustee, the Attorney, and the Judge, to determine how high-up the chain of command the "FRAUD UPON THE COURT", "Bankruptcy Fraud", Conspiracy Against Rights, Deprivation of Rights and Property "Under Color of Law" went. This could be both a Bivens and a 1983 case, with all the criminal counterparts.

This was the ONLY reason WHY Attorney Virginia Lee Story was HIRED! This is the ONLY reason WHY my ex-wife filed for BANKRUPTCY! To get me OUT OF OUR HOUSE, to TAKE POSSESSION of it, and LIQUIDATE it, while taking all the financial benefit for her creditors (which largely paid HER COUNSEL). Attorney Story tried to pretend like there would be some BENEFIT to US BOTH by depriving me of DUE PROCESS and FORCING THE IMMEDIATE AUCTION OF MY HOME! Foreclosure would have been FAR BETTER FOR ME, for the Federal Protections, the Right to Redemption, the NOTICE, the Protecting Tenants at Foreclosure Act.

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

This was all FRAUDULENT hyper-babble in a ludicrous attempt to LOOK AS THOUGH she JUSTIFIED STEALING MY PROPERTY.

Of the \$1,400 per month in rents, Wife was given the financial benefit and relief of approximately \$900 per month!

By calculations she provided me a few months earlier, stating she was about \$500 short per month from cash-flowing, she SHOULD have cash-flowed for the FIRST time since she erratically moved out without need or notice, plus had a \$400 per month SURPLUS!

She had to take a PAY-CUT to try to "QUALIFY" for BANKRUPTCY!

This was ALL a highly orchestrated SCAM, not against the government or the creditors, but AGAINST ME!

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

While Judge Michael W. Binkley was "in on it" from the beginning!

There was ZERO "Impartiality"!

The Hearing was supposed to be on "whether or not" to sell, but ALL that Binkley and Story wanted to discuss was WHEN and by WHAT MEANS to SELL!

It was ALL a FRAUDULENT SHOW!!!

As of 1/10/2022 the VALUE is \$800k+ while only owing \$300k! That means we would have \$500k in EQUITY, had the Court NOT FORCED an Auction before DISCOVERY!

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.

How do you use something I said AFTER she left me, as grounds for her leaving me? Didn't I need to be MEAN first?

10. Husband has threatened Wife, previously making the following statements:

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

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

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

Did you know that we used to text, call, email each other (or do a screen share) on average FIVE to TWENTY-FIVE times PER-DAY, until "d-day" struck? I probably have a DECADE's worth of EMAILS and maybe FIVE-years worth of TEXT messages (possibly more), if you want to READ them all before you start judging ME and MY CHARACTER on just a few of the most unsettling, AFTER she had

Or would you rather that I show you ALL the texts and emails which were between these dates that were REALLY, REALLY NICE, when I wasn't scared to death about becoming HOMELESS, for trusting her enough to risk sacrificing my OWN HOME, for one which we both knew that I could never afford on my own!

Which is why we had a \$300k LIFE INSURANCE policy on just her, so I'd never become HOMELESS as a result of "risking a life larger" than I could ever afford, on my own. The only thing I never "prepared" for, was what if SHE EVER CHOSE to leave me? Ooops!

I also sent her text messages (or emails) where I offered to GIVE her MY EQUITY for FREE if she would live in OUR HOME, since we purchased it TOGETHER, because it was the desire of HER HEART!

Incidentally, NONE of my texts or emails are EVER that SHORT!

While I've been "LONGWINDED" ALL MY LIFE (and I can prove it). She knew what she was marrying into!

Everybody has their "pros" and "cons". Since you cherry-picked the texts which would make me look the worst, would you like me to respond by sharing all of her negative qualities, which I accepted and loved her in spite of?

Then Wife should have listed Husband's INVESTMENT AND EQUAL OR GREATER OWNERSHIP INTEREST IN THE PROPERTY. Whereby the BANKRUPTCY TRUSTEE would have been able to provide Husband with the legally required "341 NOTICE".

Instead, this was BANKRUPTCY FRAUD! The first of MULTIPLE LEVELS of FRAUD UPON THE COURT, BY OFFICER(S) OF THE COURTS!

Spanning both State and Federal Courts Simultaneously, Leveraging Attorney Story's Influence with Binkley and Beeler, to illegally DEPRIVE ME OF MY RIGHTS AND PROPERTY!

Next they illegally deprived me of my LIFE, LIBERTY, and PURSUIT OF HAPPINESS TOO, through the most obviously FRAUDULENT DEFAULT JUDGMENTS, while breaking every promise Binkley & Story made to me in Open Court on 8/29/2019!

Refusing me even NOTICE or any opportunity to participate in SECRET HEARINGS or defend myself!

All because I REPEATEDLY TOLD THE COURT ABOUT ATTORNEY STORY'S HORRIFIC ABUSE OF PROCESS. How she was intentionally targeting and exploiting my disabilities, for a strategic advantage!

ABANDONED ME and REFUSED repeatedly to keep her promises, so that we could both survive the divorce without getting destroyed or displaced. Regretfully, somebody talked her out of that. You can read them to VERIFY that it was "mutual" and "consensual", without any "ABUSE" taking place. Instead, she LIKED it, she often INNITIATED it, I was like her best friend just on the other side of her monitor! Did you know that ISN'T A CRIME? Or even indicative of one?

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

11. Wife is unsure what all modifications and/or renovations Husband has done to the home since she left in April 2018. Prior to her leaving, Husband had installed numerous security cameras and devices in the home and has rented out rooms to various individuals. Wife is concerned that Husband may be devaluing the home by making undesirable changes to the property.

WE DID THIS TOGETHER YEARS EARLIER!

RETAIL "AS IS" (NOT at AUCTION!) Deceptive Manipulation

12. Wife believes the home to be valued at approximately \$425,000.00. The Williamson County Property Assessor values the home at \$386,900.00. A similar home across the street, 1987 Sunny Side Drive) sold for \$524,900.00 in April 2018. Therefore, the sale of the home is likely to easily pay off both of the mortgages and still leave the parties some equity.

Tenn. R. Sup. Ct. 3.4(g), 3.5(e), 8.3(a)(b), 8.4(a)(b)(c)(d)(f)

13. Pursuant to the terms of Wife's bankruptcy, if the home is not placed on the market in a timely manner, then one or both of the mortgage holders may begin foreclosure proceedings and the parties will lose all available equity in the property.

Rule 5.1 F.R.Civ.P., Rule 2002§341 F.R.Civ.P.

Tenn. Code § 39-16-507(a)(3),(c)(3), Tenn. Code § 39-16-503 (a)(2), T.C.A. § 39-16-403

TN CONST Art. I, § 2, 7, 8, 17, 22, 25, 30, 35(b)(d)(g)

14. Husband has made it very clear that he will do whatever he can to thwart any effort of Wife to sell the home.

Rule 8(f) FRCP, TN Code § 39-15-101

18 U.S.C. 1341, 1503

Would the Court Allow a MAN to kick his WIFE out into the STREETS with no income, savings, no provision or shelter within the state?

15. Because time is of the essence, Wife requests that this Court order that Husband immediately vacate the premises so that the home can be prepared for sale.

With what MONEY?

18 U.S.C. § 241, 242, 249, 28 U.S.C. §455(a)

To LIVE WHERE?

TN Code § 48-1-102, T.R.A.P. Rule 36(a)(b)

16. Wife requests that this Court order the home to be sold by an independent third-party auctioneer to obtain the best sales price in a time efficient manner.

The goal ALL along - LIQUIDATE! (Not Responsibly Mitigate Damages to us BOTH.)

17. Wife would further request that she be reimbursed from the equity for the mortgage payments that she has made since vacating since April 2018 and that after the repayment of the first and second mortgage, that any remaining equity from the sale of

UNSUBSTANTIATED ALLEGATIONS without any good-faith, ethical, or legal NOTICE! My only real ASSET was in DEFAULT! My premarital retirement funds! I was due NOTICE prior to default; since Wife promised to pay & changed credentials, so I couldn't verify. My Counsel only had the case for FOUR-DAYS, because of Negligence by Prior Counsel, whom I had to terminate. Yet the Court and Ms. Story REFUSED to even give my substitute Counsel a FEW-DAYS to research options! It was all a FRAUDULENTLY ENGINEERED, CONSPIRACY AGAINST MY RIGHTS AND PROPERTY!

While Judge Binkley UN-REASONABLY ASSUMED, "well, if he doesn't want to be ABUSED by Attorney Story anymore, then I guess he doesn't want to defend himself or participate at ALL.

So we'll just skip his 250+ page ANSWER & COUNTER to every malicious complaint to date."

(Including an ad hoc "Divorce Answer and Counter Complaint", rendering a "DEFAULT" impossible!)

As Judge Binkley instructed Attorney Story to write and file a FRAUDULENT AFFIDAVIT, leaving out Information CRITICAL to the CASE, in violation of the RJC & RPC, as they cherry-picked the part they liked, while leaving out 3/4 of the CRITICAL CONTENT of Husband's handwritten letter left for Wife at the Marital Residence.

Fraud Upon the Court by Judge Michael W. Binkley and Attorney Virginia Lee Story, along with a BUNCH of their "friends"!

Despite the almost exclusively "fraudulent narrative" of Attorney Virginia Lee Story, any gender based discrimination by the Court and Counsel (which were significant), Wife had voluntarily been our family's primary "breadwinner" for about a decade, since obtaining her professional license and over doubling her income. Despite Ms. Story's blatant lies, Husband is NOT a "computer genius" and could not even qualify for an entry level job in computers, unless having some friend who could open the door and train Husband. Wife's earning potential is at least 3x that of Husband as an MIT graduated, highly accredited, Licensed Professional Architect. Wife was our family's SOLE provider the last 3-years of marriage (by her choice).

It was never a "toxic marriage", it was a "toxic divorce" because she refused to act in good-faith. Plus the "Trump Tax Reform" on 1/1/2019 made ALIMONY no longer TAX DEDUCTIBLE! So she waited for her boss to retire. (Known a year in advance.) Then SHE hired an ARMY!

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

WHEREFORE, premises considered, Wife respectfully requests that this Court grant her

Motion to Sell the Marital Residence and that she be awarded her attorney fees for having to bring this Motion.

Wife was paying our mortgages because she was our family's only "breadwinner" during that short season. She provided a budget whereby she alleged to be able to afford BOTH, along with the utilities, while paying me approximately \$1,000 per month for my consumables. Wife promised marriage counseling, going to church again together, trying to deal with our own issues while attempting to reconcile our marriage, etc... She even got an apartment near our home, so that we could "take turns" living in our home vs. the apartment, as well as to invite me over and "cook dinners" for us both, while sharing our pets. All of which she later refused.

The house was negotiated a hundred different ways, with me keeping it, her keeping it, us selling it, but never did I offer to render myself HOMELESS! Our last deal fell through because she refused to sign her OWN verbal agreement of paying me \$1,750 per month in ALIMONY, for a duration of 6-Years (plus my 50% equity), as advised was "FAIR" by a financial expert we hired.

Respectfully submitted,



VIRGINIA LEE STORY; BPR #11700
KATHRYN YARBROUGH; BPR#

Attorney for Plaintiff/Wife
136 Fourth Avenue, South
Franklin, Tennessee 37064
(615) 790-1778
virginia@tnlaw.org

We both got \$0 from this FORCED AUCTION. We lost \$250k from what WE had invested into the home ourselves, plus almost a decade of my hard work. Auctioned for \$300k, resold for \$550k, worth over \$800k TODAY! WE BOTH LOST EVERYTHING BY THESE SCAMS!

Wife even said, in an openly recorded conversation (in the beginning), that she would pay for my legal counsel, but I didn't want to waste our equity if we could do things amicably. Ultimately she refused both.

THIS MOTION IS SET TO BE HEARD ON AUGUST 1, 2019 AT 9:00 A.M. ON THE CHANCERY COURT MOTION DOCKET HEARD AT THE WILLIAMSON COUNTY COURTHOUSE. IF NO WRITTEN RESPONSE TO THIS MOTION IS FILED AND SERVED IN THE TIME SET BY THE LOCAL RULES OF PRACTICE, THE MOTION

MAY BE GRANTED WITHOUT A HEARING.

I could have supported myself again, but not immediately or while trying to learn LAW & survive multiple legal ambushes. I needed some vocational rehabilitation and time to transition. Now Binkley/Story won't let me, because of a fraudulent OP for 6-YEARS to HIDE their CRIMES!

TESTIMONY EXPECTED

CERTIFICATE OF SERVICE

Plus, I no longer had my own Duplex/Home to return to (which almost paid for itself), but had invested everything into our marital residence. Because it was the house of HER dreams, and as a better retirement investment for BOTH our premarital funds, after the 2008 market crash!

I hereby certify that a true and exact copy of the foregoing was forwarded via first-class mail, facsimile, and email to Brittany Gates, Attorney for Husband, at brittany@gateslaw.com and 1616 Westgate Circle, Suite 116, Brentwood, TN 37027 on this the 17 day of July 2019.

HARD to BELIEVE, I know, that was their plan, but its TRUE!

When it comes to Attorneys working "on behalf" of another, although Attorney Story was by far the "pack leader" and I believe the "mastermind" of these crimes, each licensed BAR Member who participated should share SOME culpability, responsibility and liability.


VIRGINIA LEE STORY
KATHRYN L. YARBROUGH

RPC 3.4(b)(c)(f)(g), 4.1, 8.3(a)(b), 8.4(a)(c)(f), in addition to any potential criminal actions, being a party to the Conspiracy Against my Rights and Property, Financial Exploitation, ADA Violations, etc... We are not under "martial law" where anyone can claim they were acting under the direct orders of another, thereby relieving any personal responsibility to act lawfully and ethically. They "reasonably knew" or "reasonably should have known" what they were participating in. This collusion, accomplice, conspiracy, caused far more devastating damages and exploited my (human and ADA) inability to "multitask" and defend myself quickly enough, by superseding the rate at which Attorney Story could harm me on her own. I was held to a standard by Binkley/Story of a seasoned licensed Attorney. At least those involved could be held to a standard of being adults, having common sense, knowing the RPC, and ethically caring and respecting their Oaths.

6

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

FILED
WILLIAMSON COUNTY
CLERK & MASTER
2019 AUG -6 AM 9:22
FILED FOR ENTRY 8-14-19
No. 48419B

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

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

Wife was to complete the walk through and provide a list to Husband within 10 days from August 1, 2019. (Due by: 8/11/2019.) So I could sell my stuff to raise money to move, since the court evicted my roommates. This wasn't completed until 8/23/2019.

favorable terms possible in the parties' best interests. This property shall not be advertised as a desperation sell and the parties will rely on the auctioneer's recommendation, whether an estate sale or other means of marketing, to obtain a fair market price. The auction will be without reserve. Husband is enjoined and restrained from interfering with preparation of the home for auction, the auction or stalling the sale in any manner, either directly or indirectly. The attorneys for the parties will agree upon a date and time for Wife to walk through the home, since Wife has not been in the house since March 2018, to identify items of personal property and to inspect the premises. Wife will provide a list to Husband within ten (10) days from August 1, 2019, through their counsel, of the items of personal property that she would like to obtain and the parties will either agree upon the same or, if they cannot agree, then Wife may file a Motion with the Court to choose the items on her list. Husband will take such actions as necessary to move items of personal property that he would like to retain and tag, price or do whatever steps are necessary to sell the remaining items of personal property. The remaining items at the house that Husband does not take and Wife does not take shall be sold at auction. The net proceeds of the sale of the real property and the personal property shall be deposited into the Chancery Court Clerk's office and placed in an interest-bearing account on behalf of the parties. If either party needs funds from the equity prior to the Final Hearing in this cause or Agreed Order, then he or she may file a Motion with the Court to receive a portion of the funds which will be allocated against their respective share of the marital estate. Husband will notify his tenants to vacate the home on or before August 30, 2019.

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

ENTERED on this 14th day of August, 2019, NUNC PRO TUNC
AUGUST 16, 2019. (73)

MICHAEL W. BINKLEY, JUDGE

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


BACK BEFORE I UNDERSTOOD THE "APPROVED FOR ENTRY" PROCESS OF "PROPOSED" ORDERS VS. "AGREED ORDERS"

APPROVED FOR ENTRY:



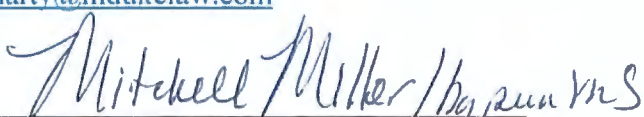
VIRGINIA LEE STORY; BPR #11700

Attorney for Plaintiff/Wife
136 Fourth Avenue South
Franklin, TN 37064
(615) 790-1778
virginia@tnlaw.org



CHARLES M. DUKE; BPR #23607

Attorney for Defendant/Husband
LAW OFFICE OF CHARLES M. DUKE, LLC
1200 Villa Place, Suite 201
Nashville, TN 37212
(615) 541-1842
marty@mdukelaw.com

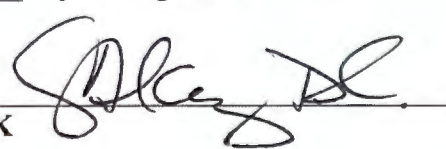


MITCHELL MILLER; BPR #36126

Attorney for Defendant/Husband
SCHAFFER LAW FIRM, PLLC
1200 Villa Place, Suite 200
Nashville, TN 37212
(615) 712-6394
mitchell@schaferlawfirmtn.com

CLERK'S CERTIFICATE OF SERVICE

I certify that a true and exact copy of the foregoing was sent by email and/or first-class mail to Charles M. Duke and Mitchell Miller, Attorneys for Husband, and Virginia Lee Story, Attorney for Wife, at their respective addresses, on this 14 day of August, 2019.


CLERK

**LOCAL RULES OF PRACTICE
TWENTY-FIRST JUDICIAL DISTRICT
HICKMAN, LEWIS, PERRY AND WILLIAMSON COUNTIES**

**RULES OF THE CIRCUIT AND CHANCERY COURTS
FOR THE TWENTY-FIRST JUDICIAL DISTRICT**

**Adopted Effective September 1, 2004
As Amended Through September 1, 2017
And Further Amended March 1, 2019**

INTRODUCTION

JUDGES. The 21st Judicial District embraces Hickman, Lewis, Perry, and Williamson Counties. All Judges of the 21st Judicial District have full civil and criminal jurisdiction therein and are assigned areas of responsibility by the Presiding Judge.

CLERKS. Each county within the District has a Circuit Court Clerk and a Clerk and Master with powers and duties prescribed by statute for such offices generally. The Clerk and Master is also clerk of the Probate Division of the Chancery Court.

Rule 11. Orders and Judgments

Section 11.01 Preparation and Submission

Unless the court directs otherwise, attorneys for prevailing parties will prepare proposed orders for entry by the court and shall file such proposed orders not more than seven (7) days following the day on which the ruling is made by the court. If the proposed order submitted reflects that it has been approved for entry by counsel for all parties, then the court will take action promptly to enter such proposed order, or, at the court's discretion, enter the court's own order with respect to the ruling. If the proposed order does not reflect that it has been approved for entry by counsel for all parties, then the court will take no action to enter such proposed order for seven (7) days after receipt of the proposed order to afford counsel for the opposing party to submit an alternative proposed order. If the opposing party submits an alternative proposed order, the court shall undertake promptly to enter either the original proposed order, the alternative proposed order, or the court's own order with respect to the ruling. All of the time periods in this section may, for good cause, be extended by the court.

A party's approval for entry of a proposed order, which does not by its express terms state that it is an agreed order, shall not be construed as anything other than the party's agreement that the proposed order accurately reflects the court's ruling on the particular matter and shall not be construed to imply that party's agreement with or consent to the ruling set out in the proposed order.

[Adopted Effective September 1, 2004; Amended Effective September 1, 2010; Further Amended December 1, 2014].

7

RECEIVED BY
Judge
Date 8-29-19

R.v3 (381-383)

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

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

2019 AUG 29 PM 2:34
FILED FOR ENTRY 8-29-19

No. 48419B

ORDER FROM AUGUST 29, 2019 HEARING

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

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

a whole that the following shall be the Order of this Court.

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

It is therefore ORDERED, ADJUDGED and DECREED that the Husband was again

X advised of the risks of proceeding Pro Se and that he is required to comply with the rules just as No Choice! Court Deprived Husband of ALL HIS Assets & Income! Deemed "uncollectible" once house was gone! an attorney is required. Husband acknowledged that he understood and wishes to proceed Pro Se.

X The Motion for Violation of the Order of Protection will be continued pending further Orders of The "OP" meant NOTHING but LEVERAGE! ALL they wanted was MY HOUSE and ME OUT of it!
X the Court as Husband had filed a very lengthy response on the morning of the hearing being The alleged "Order of Protection" was just used (and still is) for EXTORTION, to BIND and SILENCE me!
August 29, 2019. The Motion for Violation of the Order of Protection will be reset with the Final

X Hearing in this cause set for October 21, 2019 at 9:00 a.m. The Motion for Scheduling Order and I understood the term "the Final Hearing in this cause" to be referring to the issues WE had DISCUSSED to date, to Waive Mediation in this cause is appropriate and the same is granted. the results of our Auction & "OP".

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

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

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

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

Williamson County Sheriff's Office shall have a deputy on standby to ensure that Mr. Fenton is Actually 4-DEPUTIES with their hands on their GUNS, like I was a dangerous FELON! (NEVER arrested in my LIFE!) vacated and that he only takes with him his personal clothing, his jewelry and effects such as his toiletries and medication. Mr. Fenton shall not remove any further furnishings or personal property. Husband is admonished that he is under a Restraining Order pursuant to the Statutory

Injunction entered upon the filing of the Complaint for Divorce as of June 4, 2019. Mr. Fenton

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 To CORRECT her "misunderstanding", in hopes of avoiding MORE theatrical FRAUD UPON THE COURT, to DISRUPT! and that he had sold a commercial dehumidifier which was at the marital residence for \$2,500. SHE smiled at me, LIED ANYWAY, to enrage the Judge, then WROTE THE FRAUD directly into the COURT RECORDS! These amounts will be accounted for at the Final Hearing and any other property sold will also be The next day, I saw the Court Order, I called the Court to try to correct. Emailed Ms. Story, then she LIED to me AGAIN! 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 PURELY to FURTHER ABUSE me, "under color of law". That's when I lost ALL Respect for Ms. Story and her CRIMES! not wish to retain shall be sold at auction or Wife may retain. Pursuant to the Court Order, Wife ACTUALLY, according to the 8/1 Court Order, has tagged the items that she would request to be awarded when she conducted the walk through This was supposed to be completed by 8/11/2019, but WASN'T until 8/23/2019. Costing me a loss of thousands of dollars! pursuant to the Court Order from the August 1, 2019. (Order entered by Court on August 14, Because the Court had evicted my TENANTS, I had no money to MOVE, so the Court allowed me to SELL what was MINE. 2019.) The auction will take place pursuant to said Order of August 14, 2019 which is to be 45 But my Counsel strongly urged that I NOT SELL ANYTHING until AFTER the "10-Day Walk-through." Since it was done days from August 1, 2019 with all proceeds to be deposited into the Clerk's office.

So LATE, I had no TIME to SELL anything that was MINE, to fund my MOVE. When I returned, much had been STOLEN! "Court Orders" (and LAWS in general) were only WEAPONS they used against ME. Ms. Story showed NO CARE for either.


R.v3 (381-383)

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

ENTERED on this 29th day of August, 2019.


MICHAEL W. BINKLEY, JUDGE

APPROVED FOR ENTRY:



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

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

CERTIFICATE OF SERVICE

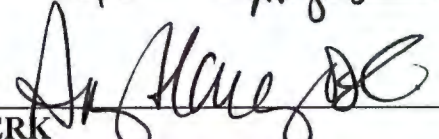
I certify that a true and exact copy of the foregoing was sent courtesy copy to Mr. Jeffrey Fenton, Defendant Pro Se, at 1986 Sunnyside Drive, Brentwood, TN 37027 on this 29th day of August, 2019.



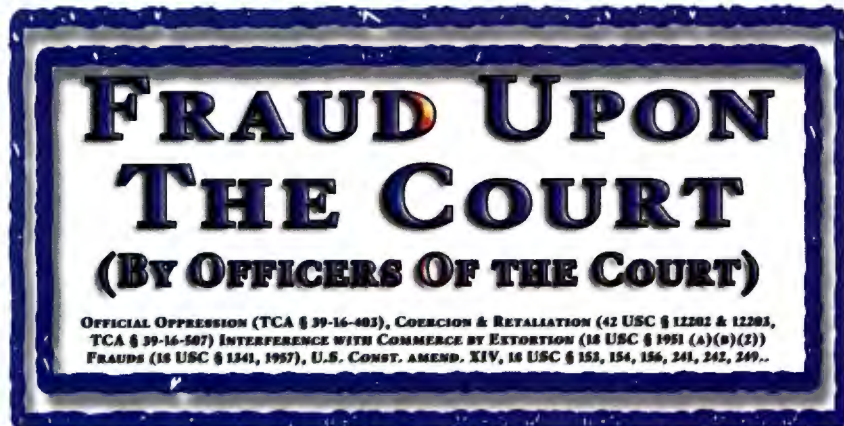
VIRGINIA LEE STORY

CLERK'S CERTIFICATE OF SERVICE

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



CLERK



**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

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CLERKS. Each county within the District has a Circuit Court Clerk and a Clerk and Master with powers and duties prescribed by statute for such offices generally. The Clerk and Master is also clerk of the Probate Division of the Chancery Court.

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

Rule 11. Orders and Judgments

Section 11.01 Preparation and Submission

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[Adopted Effective September 1, 2004; Amended Effective September 1, 2010; Further Amended December 1, 2014].

8



Story Abernathy & Campbell

PLLP | AN ASSOCIATION OF ATTORNEYS

Virginia Lee Story
virginia@tnlaw.org

Joanie L. Abernathy
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Neil Campbell
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Kathryn L. Yarbrough
kyarbrough@tnlaw.org

Of Counsel:
James E. Story,
Attorney at Law

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

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

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

*Licensed in Kentucky

September 16, 2019

Via Email

Mr. Jeffrey Fenton

Email: [REDACTED]

Via First Class Mail

[REDACTED]

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

Dear Mr. Fenton:

Once Ms. Story obtained possession of my home, she reneged upon every commitment made during the 8/29/2019 hearing in Chancery Court.

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.

Attorney Story said in Court on 8/29 that all expenses would be paid out of the proceeds from the auction (which hadn't even taken place yet).

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.

This letter was dated and postmarked on 9/16/2019, while she is DEMANDING these funds by 9/20/2019, the day it reached Michigan.

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.

Per Ms. Story's own fraudulent Ex Parte "Order of Protection", if I still had possession of my firearms, I would have GONE TO JAIL!

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.

I see this being for absolutely NO reason other than BLOOD LUST! Wanting to forcefully TAKE and LIQUIDATE every single thing I owned!

Sincerely,

Virginia Lee Story
Attorney at Law

cc: Ms. Fawn Fenton

This is how abusive, heavy-handed, and bullying Attorney Virginia Lee Story treated me throughout every action in this mass deprivation of rights and property, without so much as HEARING my DEFENSE, while Judge Michael W. Binkley enabled and empowered her every cruel, savage, inhumane, and criminal actions. While neither showed any care for the Rule of Law, their Oaths of Office, either State or Federal Constitutions, the Judicial Canons, or the Rules of Professional Conduct! Ms. Story's actions are even in violation of BASIC INTERNATIONAL HUMANITARIAN LAWS!

In Court on 8/29/2019 (transcripts hidden in R.v4 (pages 495-523), Ms. Story INSISTED that I leave my Personal Property, at the residence for FALSE, fraudulent, and unsubstantiated reasons. Now, under false claims, having only had FIVE-DAYS NOTICE of a wrongful eviction, that SHE INSISTED upon in Court on 8/29, as I tried to meet her OUTRAGEOUS DEMANDS that I TAG every item I wanted to KEEP (nearly EVERYTHING I OWNED, which is WHY I OWNED IT). As I tried to assist my elderly disabled roommate/tenant, who ended-up HOMELESS as a result of her demands during my 8/1/2019 hearing, illegally ignoring his leasehold RIGHTS! Now Ms. Story is insatiably trying to EXTORT thousands of Dollars from my meager elderly mother, knowing that Ms. Story already TOOK my INCOME, my SHELTER, my SAVINGS, leaving me BROKE, HOMELESS, and DESTITUTE!



Story Abernathy & Campbell

PLLP | AN ASSOCIATION OF ATTORNEYS

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virginia@tnlaw.org

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136 Fourth Avenue South
Franklin, TN 37064

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

Licensed in Kentucky

September 26, 2019

Via First Class Mail and E-Mail

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

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

Dear Mr. Fenton:

OH WOW!!! This just doesn't STOP! Judge Michael W. Binkley refused to perform his JUDICIAL DUTY to equality, impartiality, fairness, due process, mitigating loss, and stopping CRUEL MISCONDUCT by a FRIEND! (This was a DIVORCE, can I possibly LIVE through this?)

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.

Then it doesn't SOUND like you FORCED me to LEAVE my Personal Property behind so that you can SELL it for any quasi-legitimate reason, but rather just to CRUELY HARM the disabled and financially disadvantaged party, EVEN MORE! PURELY for the DOMINATING POWER-TRIP, and FUN! That's WORSE than being GREEDY! That is SICK and SADISTIC! (Yet there's more still to come...) Is there any INTEGRITY at all within the Williamson County Chancery Court??? I can't see HOW on EARTH this is remotely JUSTIFIABLE!

williamsoncountyattorneys.com

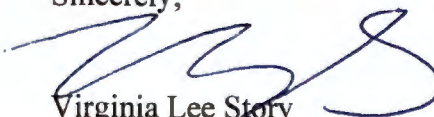
Rule 31 Family Law Mediator

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

The most LAWLESS person I have ever met, on EITHER side of the LAW! Attorney Virginia Lee Story believes that I'll endlessly allow her to BULLY, ABUSE, ROB, RAPE, and TERRORIZE me and my family "under color of law"! SORRY! NO COURT OF LAW has the AUTHORITY or JURISDICTION for what you have DONE! EVERYTHING IS VOID IN #48419B and I'm pressing CRIMINAL CHARGES for at least a HALF-DOZEN State, Federal, and CONSTITUTIONAL FELONIES, which YOU committed along with the "help" of SEVERAL of your "FRIENDS"! You and Judge Michael W. Binkley can KILL me if you want, while the WHOLE WORLD WATCHES! I've already had extensive communications with the DOJ. I tracked down the same Nashville FBI "Special Agent" who Arrested Corrupt Nashville Judge Casey Moreland, after getting tired of being rejected by their call centers. You have MISJUDGED my courage! I will EXPOSE your crimes to every member of State and Federal Law Enforcement, local government, and Courts throughout the Country, until somebody cuts this CANCER out of the Williamson County Chancery Court! I know that I'm risking my own LIFE, but I'd rather die as a FREE man than live as your SLAVE! (Peaceful Protests!) I just hope the FBI/DOJ catches you in any further harm you try to cause me and my family, because I KNOW you will!

JUDGE MICHAEL W. BINKLEY & ATTORNEY VIRGINIA LEE STORY vs JEFFREY RYAN FENTON
WILLIAMSON COUNTY CHANCERY COURT | 08/29/2019 | #48419B | M2019-02059 | R.v4 (502:20 - 503:9)

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
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...

6 So I'm trying my best to be as
7 accommodating to him...
8 this is going to be a simple process for him.

9

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 [REDACTED] 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.

10

Jeff Fenton

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

Jeff,

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

Sincerely,

Tommy Anderson

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

Jeff Fenton

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

Categories: 5-Email: Present to Court

Jeff,

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

Thanks,
Virginia



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

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

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

Hello Ms. Story,

YES!

Jeff Fenton

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

Jeff,

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

Sincerely,

Tommy Anderson

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

Jeff,

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

Thanks,

Virginia



Virginia Lee Story

Attorney at Law

136 Fourth Avenue South

Franklin, TN 37064

(615) 790-1778

Jeff Fenton

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

Jeff my friend,

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

Tommy Anderson

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

Jeff,

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

Thanks,

Virginia



Jeff Fenton

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

Categories: 5-Email: Present to Court

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

Tommy

On Sunday, October 6, 2019, [Tommy Anderson <tom@tommyanderson.us>](mailto:tom@tommyanderson.us) wrote:

Jeff my friend,

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

Tommy Anderson

Jeff Fenton

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

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

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

Sincerely,
 Tommy Anderson

Mail

Fenton

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

STATE OF TENNESSEE
 COUNTY OF Williamson

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS \$ 324,368.00

Virginia Story
 Attorney

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

Samuel F. Anderson
 Notary Public

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

WARRANTY DEED

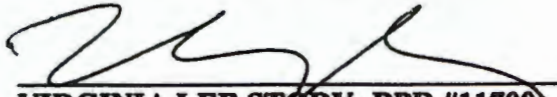
ADDRESS NEW OWNER(S) AS FOLLOWS:			SEND TAX BILLS TO:			MAP-PARCEL NUMBERS		
GL Properties, LLC			GL Properties, LLC					
1986 Sunnyside Drive			101 Creekside Crossing #1700195			0131-A-035.00-000		
Brentwood, TN 37027			Brentwood, TN 37027					
(CITY)	(STATE)	(ZIP)	(CITY)	(STATE)	(ZIP)			

11

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


MICHAEL W. BINKLEY, JUDGE

APPROVED FOR ENTRY:


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

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

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

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

CERTIFICATE OF SERVICE

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

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

on this the 10 day of October, 2019.

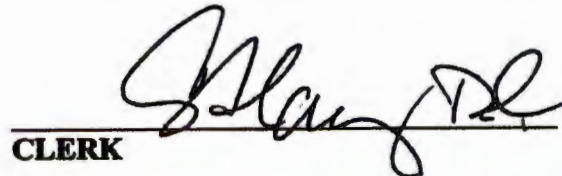

VIRGINIA LEE STORY

CLERK'S CERTIFICATE OF SERVICE

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

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

on this the 10 day of October, 2019.


CLERK

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

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

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

12

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

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

2019 OCT 21 PM 3:58

FILED FOR ENTRY _____

No. 48419B

AFFIDAVIT OF VIRGINIA LEE STORY

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

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

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

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

FURTHER AFFIANT SAITH NOT.

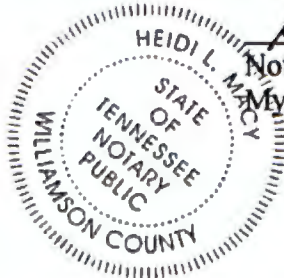
[Handwritten Signature]

VIRGINIA LEE STORY

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

Heidi L. Macy

Notary Public
My Commission Expires: 6-19-22



MY LOVE!!!

Fawn,

2019 OCT 21 PM 3:58

FILED FOR ENTRY _____

MY REGRET!

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

I treasure it more than anything! But must be

MY PRAYER!

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

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

MY HOPE!
BECAUSE MS. STORY
LITERALLY TERRORIZED
AND ABUSED ME BEYOND
BENEFIT TO ANYONE!

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

MY OFFER:
IF, and ONLY IF THE
TERMS OF MY OFFER ARE
ACCEPTED. BUT MS. STORY
STEALS EVERYTHING, WHILE
SECRETLY DENYING MY TERMS!

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

MY TERMS:
REQUIRED CONDITIONS.
A VERY GENEROUS OFFER,
BUT THEY ALWAYS WANT
TO TAKE MORE BY FORCE!

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

WIFE HAS ALWAYS KNOWN THIS! THE "DANGER GAME" IS JUST LEVERAGE, TO GET THE POLICE TO HELP, AS THEY COMMIT A CRIME!

as we promised each other.

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

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

I OFFERED: TO LET HER GET AWAY WITH EVERYTHING! BUT HER OWN GREEDY LAWYER PUTS HER AT RISK SIMPLY FOR THE THRILL OF DOMINATING AND ABUSING ME MORE! WHEN IS ENOUGH, ENOUGH???

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

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!

kiss and hug put
puppy for me

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!

Goodbye FAWN!
Love,



FAWN ██████████ FENTON vs JEFFREY RYAN FENTON
08/29/2019

DESPITE MS. STORY'S PROMISE IN COURT ON 8/29/2019, TO HOLD COURT OVER THE PHONE - THEY REFUSED WITHOUT NOTICE!

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

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

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

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

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

2019-10-07 GIFTS LEFT AT OUR HOME FOR MS. FENTON WITH NOTE



[REDACTED]

From: Tommy Anderson <tom@tommyanderson.us>
Sent: Wednesday, October 9, 2019 6:42 PM
To: Jeff Fenton
Subject: Re: Closing | Utilities | Fully-Executed Settlement Statement
Attachments: image001.gif

Yes Fawn received all electronics and got them in her possession. I will have title company send you everything upon closing completion.
Sincerely,
Tommy Anderson

On Wed, Oct 9, 2019, 5:38 PM Jeff Fenton <jeff.fenton@live.com> wrote:

Hello Tommy,

Please let me know once the closing is completed, so that I can disconnect the utilities. They are all currently being billed to me, on my credit, and I need to minimize accruing debt, especially with zero proceeds from the sale, with which to pay any of my debts or expenses, while remaining unemployed.

Also, did you inform Fawn about the TV and Camera equipment at the house for her? Do you know if she has obtained that yet, or what her plan is? (I just want to ensure that Fawn gets the equipment, rather than the new buyer... he already got a good enough deal!)

Finally, I would like a scan of the fully executed HUD-1, emailed to me please, upon closing.

Thank you, sir.

Jeff Fenton
1986 Sunnyside Drive
Brentwood, TN 37027

Tenn. R. Sup. Ct. 1.0

Rule 1.0 - TERMINOLOGY

- (a) "Belief" or "believes" denotes that the person involved actually supposed the fact in question to be true. A person's belief may be inferred from circumstances.
- (b) "Confirmed in writing," when used in reference to the informed consent of a person, denotes informed consent that is given in writing by the person or a writing that a lawyer promptly transmits to the person confirming an oral informed consent. See paragraph (e) for the definition of "informed consent." If it is not feasible to obtain or transmit the writing at the time the person gives informed consent, then the lawyer must obtain or transmit it within a reasonable time thereafter.
- (c) "Firm" or "law firm" denotes a lawyer or lawyers in a law partnership, professional corporation, sole proprietorship or other association authorized to practice law; or lawyers employed in a legal services organization or the legal department of a corporation, government agency, or other organization.
- (d) "Fraud" or "fraudulent" denotes an intentionally false or misleading statement of material fact, an intentional omission from a statement of fact of such additional information as would be necessary to make the statements made not materially misleading, and such other conduct by a person intended to deceive a person or tribunal with respect to a material issue in a proceeding or other matter.
- (e) "Informed consent" denotes the agreement by a person to a proposed course of conduct after the lawyer has communicated adequate information and explanation about the material risks of and reasonably available alternatives to the proposed course of conduct.
- (f) "Knowingly," "known," or "knows" denotes actual awareness of the fact in question. A person's knowledge may be inferred from circumstances.
- (g) "Partner" denotes a partner in a law firm organized as a partnership or professional limited liability partnership, a shareholder in a law firm organized as a professional corporation, a member in a law firm organized as a professional limited liability company, or a sole practitioner who employs other lawyers or nonlawyers in connection with his or her practice.
- (h) "Reasonable" or "reasonably," when used in relation to conduct by a lawyer, denotes the conduct of a reasonably prudent and competent lawyer.
- (i) "Reasonable belief" or "reasonably believes" when used in reference to a lawyer, denotes that the lawyer believes the matter in question and that the circumstances are such that the belief is reasonable.
- (j) "Reasonably should know," when used in reference to a lawyer, denotes that a lawyer of reasonable prudence and competence would ascertain the matter in question.
- (k) "Screening" and "screened" denote the isolation of a lawyer from any participation in a matter through the timely imposition of procedures within a firm that are reasonably adequate under the circumstances to protect information that the isolated lawyer is obligated to protect under these Rules or other law.
- (l) "Substantial" or "substantially," when used in reference to degree or extent, denotes a material matter of clear and weighty importance.

Tenn. R. Sup. Ct. 3.3

Rule 3.3 - Candor Toward the Tribunal

BY LAW, any STATEMENTS or AFFIDAVITS written by a Lawyer, especially in an EX PARTE HEARING against a PRO SE LITIGANT, which FAILS to include ALL the MATERIAL FACTS KNOWN TO THE LAWYER, that will enable the tribunal to make an informed decision, whether or not the facts are adverse, constitute "FRAUD UPON THE COURT, BY OFFICER(S) OF THE COURT!"

(a) A lawyer shall not knowingly:

(1) make a false statement of fact or law to a tribunal; or

(2) fail to disclose to the tribunal legal authority in the controlling jurisdiction known to the lawyer to be directly adverse to the position of the client and not disclosed by opposing counsel; or

(3) in an ex parte proceeding, fail to inform the tribunal of all material facts known to the lawyer that will enable the tribunal to make an informed decision, whether or not the facts are adverse.

(b) A lawyer shall not offer evidence the lawyer knows to be false, except that a lawyer who represents a defendant in a criminal proceeding, and who has been denied permission to withdraw from the defendant's representation after compliance with paragraph (f), may allow the client to testify by way of an undirected narrative or take such other action as is necessary to honor the defendant's constitutional rights in connection with the proceeding.

(c) A lawyer shall not affirm the validity of, or otherwise use, any evidence the lawyer knows to be false.

(d) A lawyer may refuse to offer or use evidence, other than the testimony of a client who is a defendant in a criminal matter, that the lawyer reasonably believes is false, misleading, fraudulent or illegally obtained.

(e) If a lawyer knows that the lawyer's client intends to perpetrate a fraud upon the tribunal or otherwise commit an offense against the administration of justice in connection with the proceeding, including improper conduct toward a juror or a member of the jury pool, or comes to know, prior to the conclusion of the proceeding, that the client has, during the course of the lawyer's representation, perpetrated such a crime or fraud, the lawyer shall advise the client to refrain from, or to disclose or otherwise rectify, the crime or fraud and shall discuss with the client the consequences of the client's failure to do so.

(f) If a lawyer, after discussion with the client as required by paragraph (e), knows that the client still intends to perpetrate the crime or fraud, or refuses or is unable to disclose or otherwise rectify the crime or fraud, the lawyer shall seek permission of the tribunal to withdraw from the representation of the client and shall inform the tribunal, without further disclosure of information protected by RPC 1.6, that the lawyer's request to withdraw is required by the Rules of Professional Conduct.

(g) A lawyer who, prior to conclusion of the proceeding, comes to know that the lawyer has offered false tangible or documentary evidence shall withdraw or disaffirm such evidence without further disclosure of information protected by RPC 1.6.

(h) A lawyer who, prior to the conclusion of the proceeding, comes to know that a person other than the client has perpetrated a fraud upon the tribunal or otherwise committed an offense against the administration of justice in connection with the proceeding, and in which the lawyer's client was not implicated, shall promptly report the improper conduct to the



13

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

FAWN [REDACTED] FENTON,
Plaintiff/Wife,

vs.

JEFFREY RYAN FENTON,
Defendant/Husband.

)
)
)
)
)
)
)

No. 48419B

2019 OCT 21 PM 3:56

FILED FOR ENTRY 10/28/19

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

FINAL DECREE OF DIVORCE

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

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

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

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

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


Husband shall be awarded the 2003 Buick LeSabre (VIN: [REDACTED]) 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

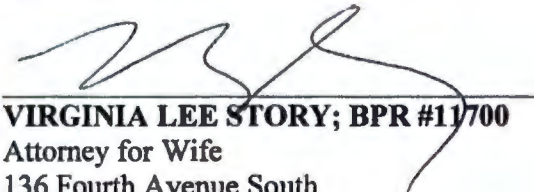
IT IS COMPLETELY UNREASONABLE TO VIEW MY NOTE LEFT WIFE AND CONCLUDE I FORFEIT CASE - WITHOUT ACTIONS BEING DROPPED, AS IS CLEARLY STATED! ALSO THAT I WOULD FILE A 250-PAGE RESPONSE TO BE HEARD! 18 U.S.C. § 242 - Deprivation of Rights Under Color of Law, 18 U.S.C. § 241 - Conspiracy Against Rights, 18 U.S.C. Chapter 96—Racketeer Influenced and Corrupt Organizations, 42 U.S.C. § 3631 - Criminal Interference with Right to Fair Housing, 42 U.S.C. § 14141 - Pattern and Practice

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

ENTERED this 24th day of October, 2019.



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

APPROVED FOR ENTRY:


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

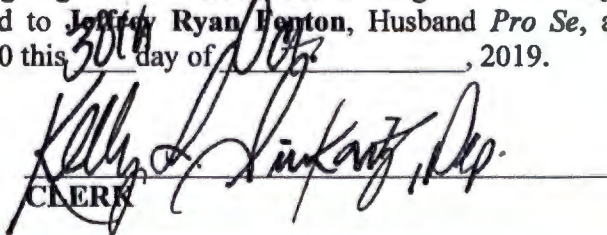
CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been forwarded via U.S. mail to Jeffrey Ryan Fenton, Husband *Pro Se*, at 17195 Silver Parkway, #150, Fenton, MI 48430 this 21st day of October, 2019.


VIRGINIA LEE STORY

CLERK'S CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been forwarded to Virginia Lee Story, Attorney for Wife, at the above address, and to Jeffrey Ryan Fenton, Husband *Pro Se*, at 17195 Silver Parkway, #150, Fenton, MI 48430 this 30th day of Oct, 2019.


CLERK

TAKING MY HOME without DUE PROCESS! Chasing me out with the WCSO! Leaving me without food or shelter! Denying my 250-PAGES of TESTIMONY with CLEAR PROOF the CHARGES were ALL FRAUDULENT! WHILE \$10k of my PERSONAL PROPERTY WAS STOLEN! As they Ordered a FRAUDULENT "OP" Against ME! BREAKING EVERY SINGLE OATH OF OFFICE - I've NEVER even been ARRESTED! NO NOTICE or WARNING! NO "MOTION FOR DEFAULT JUDGMENT"! OUTRAGEOUS!

Jeff Fenton

From: Charles M. Duke <marty@mdukelaw.com>
Sent: Monday, August 5, 2019 6:39 PM
To: Jeff Fenton
Cc: Mitchell Miller
Subject: RE: Fenton v. Fenton

Categories: 4-Email: Important Information

Jeff:

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

Thanks. have a good evening.
Marty

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

Thanks Marty.

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

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

Any other time critical dates would be greatly appreciated.

Thanks.

JEFF FENTON
METICULOUS.TECH

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

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A DIVISION OF METICULOUS MARKETING LLC

14

**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 Frensley
CONSTRUCTION AND DESIGN, LLC,)	
Defendants.)	

REPORT AND RECOMMENDATION

Pending before the Court is Defendants’ Motion to Vacate Entry of Default (Docket No. 55) and Plaintiff’s First Motion for Default Judgment (Docket No. 61). For the reasons stated herein, the undersigned recommends that Defendants’ Motion to Vacate Entry of Default (Docket No. 55) be Granted in part and Denied in part; and Plaintiff’s First Motion for Default Judgment (Docket No. 61) be Granted in part and Denied in part. Specifically, the undersigned recommends the entry of default as to the individual Defendant, Christopher Gates, be vacated but that the entry of default as to the corporate defendant, Gates Construction and Design, LLC, remain and that the Motion for Default Judgment be Granted as to Gates Construction and Design, LLC only.

Standard of Review

Federal Rule of Civil Procedure 55 (a) requires the clerk of court to enter a party’s default when the party “against whom a judgment for affirmative relief is sought has failed to plead or otherwise defend” and “that failure is shown by affidavit or otherwise.” Fed. R. Civ. P. 55 (a). Upon entry of default a party may proceed to seek default judgment under Rule 55 (b), either from the clerk of court or the district court. The Sixth Circuit has held that entry of default is a



prerequisite to a default judgment. *Devlin v. Kalm*, 493 F. App'x 678, 685-686 (6th Cir. 2012). “Once a default is entered against a defendant, that party is deemed to have admitted all the well pleaded allegations in the complaint except those relating to damages.” *Microsoft Corp. v. McGee*, 490 F. Supp. 2d 874, 878 (S. D. Ohio 2007)(citations omitted). Rule 55 (c) of the Fed. Rules of Civil Procedure allows the district court to set aside an entry of default for good cause. Fed. R. Civ. P. Rule 55 (c).

DISCUSSION

Defendants’ Request to Set Aside Default

Following the entry of default in this case Defendant filed an Answer to the complaint (Docket No. 54) and Motion to Vacate Entry of Default (Docket No. 55). Plaintiff has not filed a response to Defendant’s motion to vacate.

The Court acknowledges that Defendants are acting pro se in this matter, and their pro se status is a factor for the court to consider in its good cause determination in setting aside a Defendant’s default. *Dessault Systemes S. A. v. Childress*, 663 F. 3d 832, 844 (6th Cir. 2011)(Citing *Shepard Claims Serv., Inc. v. William Darrah and Associates*, 796 F. 2d 190, 194 (6th Cir. 1986). Nevertheless, pro se litigants are not exempt from the requirements of the Federal Rules of Civil Procedure. *McNeill v. United States*, 508 U. S. 106, 133 (1980). The Court also notes that “mere negligence or failure to act reasonably is not enough to sustain a default.” *United States v. \$22,050.00 in United States Currency*, 595 F. 3d 318, 327 (6th Cir. 2010).

While the failure of the individually named defendant to answer the complaint is clearly negligent, nothing before the court suggests that defendant acted to thwart the judicial proceedings or with reckless disregard for the effect of his conduct on the proceedings. *See, Childress*, 663 F. 3d at 841. It is clear from the pleadings that the defendant wishes to defend

against this action. Therefore, the Court recommends that the default against the individually named defendant be set aside.

With respect to the corporate defendant, the Court has been clear that the defendant corporation must retain an attorney to represent its interest in the case. Docket No. 57. Despite being repeatedly advised of this requirement and its consequences, defendant corporation has not obtained counsel therefore the court recommends that the default as to the defendant corporation remain and not be vacated.

Plaintiff's Motion for Default Judgment

Plaintiff has filed a Motion For Default Judgment (Docket No. 61) based upon the previously issued default (Docket No. 51). Defendants have not responded to the Motion for Default Judgment. Plaintiff contends that default judgment is appropriate based upon the corporate defendant's failure to comply with the Court's previous orders requiring that any pleadings be filed by an attorney admitted to practice before this court and that the Answer filed on behalf of the individually named defendant fails to comply with the pleading requirements of Rule 8 (b) and (c) Fed. R. Civ. P.. Docket No. 61, pp. 1-2.

As noted above, the corporate defendant's failure to comply with the rules supports the entry of default under Rule 55 (a) Fed. R. Civ. P. and likewise the entry of default judgment under Rule 55(b). Therefore, the undersigned recommends that the motion for default judgment be GRANTED as to the corporate defendant, Gates Construction and Design, LLC.

With respect to the individually named defendant, the Answer to the complaint states as follows:

[t]he Plaintiff and only after refusing to perform additional repairs for free on the pool on areas due to damages caused by the mishandling namely freezing of the pool as maintained by the Plaintiff and his pool man who is a disgruntled former employee of the Defendants who was released from Defendants employ

for incompetents (sic) and undesirable conduct, did this action get filed so that the Plaintiff could claim dishonesty on the Defendants part and avoiding the 4 year limitation on his ability to claim.

Defense 1 Failure to State a Claim

Defendant answering the complaint herein, alleges all allegations and counts brought forth therein fails to state a claim for which relief can be granted.

WHEREFORE, Defendant prays that the Plaintiff take nothing and that the Defendant have judgement against the Plaintiff and recover the costs of suit herein, and such other relief that the court may deem proper.

Docket No. 54.

Federal Rules Civil Procedure Rule 8(e) provides that “pleadings must be construed so as to do justice,” and the Sixth Circuit has noted that “[t]he drafting of a formal pleading presupposes some degree of legal training or, at least, familiarity with applicable legal principles, and pro se litigants should not be precluded from resorting to the courts merely for want of sophistication.” *West v. Adecco Employment Agency*, 124 F. App’x 991, 992-93 (6th Cir. 2005)(quoting *Jourdan v. Jabe*, 951 F. 2d 108, 110 (6th Cir. 1991)).

While it is certainly true that the answer does not respond to each and every specific averment in the complaint, viewing the Defendant’s pleadings liberally, as it must for all documents filed by pro se litigants, and mindful of the requirement to do justice, it is clear that the individually named defendant has not failed to plead or otherwise defend against this action and therefore the undersigned recommends that the Motion for Default Judgment for the individually named Defendant, Christopher Gates, be DENIED.

RECOMMENDATION

For the reasons discussed above, the undersigned recommends that the Defendants’ Motion to Vacate Entry of Default be Granted as to the individually named defendant, Christopher Gates and be Denied as to the corporate defendant, Gates Construction and Design,

LLC, and that the Plaintiff's First Motion for Default Judgment be Granted as to the corporate defendant, Gates Construction and Design, LLC, and Denied as to the individual defendant, Christopher Gates.

Under Rule 72(b) of the Federal Rules of Civil Procedure, any party has fourteen (14) days after service of this Report and Recommendation in which to file any written objections to this Recommendation with the District Court. Any party opposing said objections shall have fourteen (14) days after service of any objections filed to this Report in which to file any response to said objections. Failure to file specific objections within fourteen (14) days of service of this Report and Recommendation can constitute a waiver of further appeal of this Recommendation. *See Thomas v. Arn*, 474 U.S. 140, 106 S. Ct. 466, 88 L. Ed. 2d 435 (1985), *reh'g denied*, 474 U.S. 1111 (1986); 28 U. S. C. § 636(b)(1); Fed. R. Civ. P. 72.



JEFFERY S. FRENSLEY
U. S. Magistrate Judge

CASE: 1:23-CV-1097
AUG C. MACONEY

TITLE CORRECTED

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

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

v.

JEFFREY RYAN FENTON,
Defendant/Husband.

)
FILED - LN
January 19, 2024 5:09 PM
CLERK OF COURT
U.S. DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
BY: jlg / _____ SCANNED BY: jlg / 1/22/24



Docket No: 48419B

Vol-1, P-119
through
Vol-2, P-181

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 filed this in Chancery Court on 8/29/2019. I saw Binkley and Story with this in their hands during Court. I refiled this in the Court of Appeals on 10/28/2020, with a "Motion to Supplement and Correct the Record", clarifying that this document contains an **answer/counter** to every vexatious complaint by Story. Emphasizing that I never failed to plead, hence there could be no good faith "default judgments" against me in #48419B.

Case 1:23-cv-01097-PLM-RSK, ECF No. 1-18, PageID.766 ~ ECF No. 1-22, PageID.1038

MISTITLED (AS FILED)

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

2019 AUG 29 AM 9:17

FILED FOR ENTRY
Docket No: 48419B

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

HUSBAND’S RESPONSE AND COUNTERMOTION
TO WIFE’S MOTION FOR VIOLATION OF THE
EX PARTE ORDER OF PROTECTION AND FOR DATE CERTAIN FOR
WALK THROUGH OF HOUSE AND MOTION FOR SCHEDULING
ORDER

COMES NOW the Defendant/Husband, Jeffrey Ryan Fenton, for his response to the Wife’s Motion, along with Husband’s Countermotion, stating as follows:

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

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

There was also an agreed extension between counsel (Duke/Story) for me to file a formal divorce answer/counter later, which I still planned to do. I have a long recorded phone call with Attorney Mitchell Miller, where he instructed me on how to navigate discovery on my own. I filed this ad-hoc "One and Done" as a temporary emergency back-up, to protect myself from exactly the sort of "defaults" Story and Binkley still levied against me. I knew they were violating my rights and could not be trusted. **This was my insurance plan, which they still completely ignored.** The Judicial Canons, State, Federal, and Constitutional Laws, the Federal Rules of Civil and Bankruptcy Procedure, the State of Tennessee’s Rules of Judicial and Professional Conduct, all meant nothing. (Racketeering Under Color of Law!)

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

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

1. The Facebook post is deeply regretted and was deleted as soon as Husband was informed that it could be interpreted as a violation of the Temporary Order of Protection (within a matter of hours). Wife was not named in the post, furthermore the post was only to be found by searching the Husband’s “Stories”, not in the regular user “Feed”. Wife continued to search Husband’s “Stories” even after requesting the Temporary Order of Protection, based almost entirely upon fraudulent claims.

Still, Husband was wrong for venting on Facebook. Not only was the platform wrong, but the words which Husband angrily spewed were also very wrong. Not just because of the Temporary Order of Protection, but because they depicted God as Husband’s little “underling”, who “blesses” and “curses” people upon his command. That’s not who God is. God is Love. Likewise, I shouldn’t try to leverage any knowledge or belief in God, to harm, hurt, distress, curse, anyone, ever! For that Mrs. Fenton, I am sincerely sorry, and I ask that you please forgive me. I also ask for you to please remember, that despite what all I may think that I know, or see, or find true, that your Father God loves you, and he is NEVER going to curse the work of your hands or your heart. God will always love you through the most warm, expectant, grateful, compassionate eyes, which you’ve ever

imagined. Though we may both do great wrongs within our lifetimes, God will never see that when he looks at you!

As for those who are shaken, scared, or concerned about Husband's extreme verbosity, grandiose language, searching, frustrated, angry, and at times even hostile WORDS, that is ALL that they are. They are not words which lead to something worse. There is no need to "read between the lines". Husband has no (or very, very little) "internal filter". If there is something on Husband's mind, then he says it, probably five times. So, if anyone is "adding to" Husband's words, fearing some greater storm ahead, they are fictitiously making-up a false narrative, as the words are the entire payload. They are the only thing that Husband has ever "threatened" anybody with.

In nearly 50 years, Husband has never been arrested for anything, ever. Husband hasn't even been cited with a traffic ticket, during his 25 years living in Tennessee. Prior to Wife's secretly planned divorce, which Husband was the last to learn about, "words" had usually been Husband's friend, and were often held in high-esteem by others, though you would never know it by looking at the wreckage of the past year and a half of Husband's life. There has been too much loss, too quickly, during too vulnerable of a season. With Husband's words, he is literally "fighting for his life". He has not a dollar, a home, a job, or a vocation to leverage in defense of himself. "Words" are all that Husband has (along with proof when there is time), and they just haven't been enough to survive this unforeseen, dedicated, non-relenting, course of mammoth unrecoverable loss.

Husband has never been physically aggressive. Husband can't remember getting into a "fist fight", in his entire life. To accuse Husband of physical violence, is not only inaccurate and unsubstantiated, but it is also harassing, abusive, and violent to Husband's character, which he takes very seriously.

Though you may be able to read Husband's words, with the intensity and ferocity which they sometimes bring, and interpret them to be suggesting or threatening any type of "physical violence", that is never what Husband is threatening or even suggesting. Husband's greatest threat, to anyone, is to lock himself inside his office for a week, while publishing painfully clear evidence online (if you can touch it, if you can feel it, if you can smell it) of the wrongs which someone else has leveraged to harm Husband. Regardless of what sort of "package" Husband comes "wrapped-in", the truth is on his side. For Husband cares not enough about what someone else thinks of him, to be pretentious. To be fake. To be egotistical. To be proud. Husband's top-two values in life are truth and authenticity. Citing, "To thine own self be true!"

To add context to the following two sentences, Husband is talking about a family of 8-racoons and a few opossums which he feeds at the marital residence's back door every night, with water kept outside for them year around. "Yet it will be too late to save my family of friends. They will be confused and distraught, with some probably even perishing, waiting for me to come home and care for them, yet never will I be allowed."

Husband and Wife are both critter lovers and gotten many hours of enjoyment from all the wildlife here at Sunnyside. We first had a groundhog who lived under our deck for four

years, with two or three litters of pups, who would wrestle and play on our rear deck daily. (The last groundhog left from those litters, died on the same day which I was served the Divorce Complaint and the Ex Parte Order of Protection, from Wife's counsel.) We had a really cute skunk for a while, along with probably a dozen different opossums, who have become what we call our "Yard Pets". Now three generations of raccoons are Husband's daily guests.

Every night, Husband and Wife (now just Husband), puts out a bowl of food (size depending upon the number of guests), calling the critters in for dinner, after which they typically arrive to eat within a matter of minutes. (One of the things which Husband will miss the most.) With the marital residence backed-up to a massive hill, where Husband and Wife own to the very top, with hundreds of acres of undeveloped woods behind it, Husband and Wife purposely built a 3-sided fence around their backyard, so to keep neighbors and their pets out (to protect our wildlife), while leaving the back of the property unfenced, so that wildlife can freely come and go. Furthermore, over the past decade, Husband has hauled all the brush and branches from tree trimming and clearing, up into the woods, creating two massive brush piles, for the critters to live in, find shelter, and thrive. This area is full of life and was one of the truly unique attributes of this property, which Husband and Wife shall never be able to replace.

The marital residence is located in a deep and narrow valley. Across the street, the homes all backup to "Owl's Hill Nature Sanctuary", so that our valley is surrounded on all sides by hundreds of acres of protected woodlands, while being centrally located between downtown Franklin, downtown Brentwood, Green Hills, Belle Meade, and Bellevue, with

a direct path into the West side of Nashville via Hillsboro Road, where some of the most highly paid vocations exists. The neighborhood has the peaceful atmosphere of a campground or park, yet it is as close to the city as you can get, while living in such serene surrounds, for anywhere near the price-point of the marital residence. Husband and Wife expect that as Nashville continues to develop, that this property will double and maybe triple in value within their lifetimes. This home was their retirement plan, in addition to eventually starting a small architecture business from home, in another 15 years, once they are at retirement age, with Wife being the Architect, and Husband handling all the marketing, bookkeeping, and learning to draft, to assist Wife. This was their entire “retirement plan”, being as all their “retirement savings”, was entirely invested into the purchase and improvements of this property. Complimented by the home being scheduled to be fully paid-off within those 15 years, so that part-time employment from home would comfortably support them both, while living in paradise, the nicest residence and neighborhood which Husband and Wife had ever lived, and likely ever will.

Regretfully with this divorce, plus the massive added loss from selling the marital residence, home, before it appreciates beyond all which they’ve invested in it, Husband will never be able to realistically “retire”. In addition to having no savings, while having a large pile of debt in his name, with no technical skills qualified to employ husband with even a mediocre income, and not enough “working years” remaining for Husband to ever advance enough in any professional field, or to accrue any meaningful savings, with which to fund any sort of “retirement”. Additionally, since Husband has not held a W-2 job paying Social Security in over a decade, Husband will have extremely little Social Security

to even look forward to, a massively disadvantaged future from any which Wife shall be privileged to enjoy. Some of Wife's family is also very wealthy, so Wife stands to inherit enough money to independently fund her retirement, while Husband has no such fortune to look forward to.

So the marital residence, rich in value to both Husband and Wife, for not only the fantastic location and expected appreciation, but also because of being land-locked by huge protected lands, in the most wealthy and vocationally prosperous county, as well as arguably the best section of that county, intended to vocationally and economically benefit Husband and Wife for the remainder of their lives.

The loss of the marital residence, is not only the loss of a couple hundred-thousand dollars, to a family who can't sustain such a massive loss without pushing them both into bankruptcy, but it is also the loss of over half a million dollars of future value and opportunities, the loss of the only chance which Husband will ever have at "retirement", while currently almost 50 years old, and the loss of a standard of living which Husband will never be able to obtain half of again, within his lifetime.

If you wonder why Husband has been reluctant to sell his Home, it is not only the totality of all that he has worked for and accomplished in life, but it is also the only vehicle by which Husband could have leveraged to obtain anywhere near the same standard of living, to that which the Husband and Wife were privileged to enjoy together.

This divorce, along with the loss of the marital residence, considering Husband's disabilities and the vocational challenges which he will face for the rest of his life, is

essentially the loss of Husband's life as he has known it, and worked all his life to obtain and sustain. Husband has deeply grieved the loss of Wife and their family of furry "children" (a dog, two bunnies, multiple aquariums). Husband has also deeply grieved the loss of their marital residence, along with the tremendous value which it represented. Most of all, Husband has grieved the loss of his life, as ever he has known it, with this mammoth and catastrophic economic loss, which there is no plausible way for Husband to fully recover from, within the remainder of his lifetime. Now Husband will need to live in the basement of his mother's small two-bedroom, one bath, home, for a season. Located in a small town in Michigan (near "Flint), over an hour away from industries and vocational opportunities, equal to probably a quarter of the vocational opportunities, currently within 10 miles of Husband's home. In taking away his residence, Wife and the courts which Wife "gamed" and leveraged to oust Husband, have doomed Husband to a lifestyle ¼ of that which he has enjoyed over the past decade, and less than half that which Husband had 15 years ago, prior to meeting Wife.

While the court may deem Husbands rigidness in selling his home and his future to be unreasonable, Husband was literally "fighting for his life", with ultimately no say or control over the fate which Wife unilaterally forced upon him. Wife admitted knowing that this would realistically be a loss which Husband would never be able to recover from (even crying and apologizing), but regretfully Wife justified that Husband was an "acceptable loss" to regain her "independence". Demanding her "freedom" to enjoy the fruits of her vocational achievements, which have only been accessible to Wife and obtained because of the significant contributions (not mentioned herein) which Husband truly made to

Wife's licensing as an Architect, and the advancement of her career. While Wife will now temporarily seek to become "under-employed", at 50% - 75% of her current earning potential, helping to justify her bankruptcy, while alleviating much of the obligation to pay Husband alimony, under the guise of mental trauma and physical illness, which she erroneously attributes to Husband.

Really, Wife has managed narcolepsy successfully for well over a decade, and while early and extreme menopause has certainly taxed Wife physically for the past five years or so (which Husband largely blames for Wife's shift in allegiances to her family, ultimately pressuring Wife to divorce Husband), along with the mental stress of choosing to gamble so much money/debt/retirement, to oust Husband, while Wife has seriously compromised her integrity, committing fraudulent, unethical, and criminal acts, which she persists in, including perjury at both the State and Federal levels. This brings with it the risks of not only incarceration for Wife but could potentially result in the loss of her license as an Architect, for such blatant ethics violations. Husband believes that by Wife adamantly refusing any sort of "fair" divorce settlement, preferring rather to physically, mentally, and financially sabotage and destroy herself, forcing the loss of all their marital assets, that Wife is essentially giving herself "Chronic Fatigue Syndrome" in the process, by her absolute unwillingness to compromise at ALL costs.

Husband believes, based upon conversations with Wife, both oral and in writing, that Wife has been planning this since the end of 2018, knowing that her boss was soon planning to retire, while anticipating her Federal Income Taxes to increase to \$31k per year post-divorce, under the new tax laws which went into effect at the start of 2019. Filing signally,

living in an apartment, while refusing all tax-wise options which Husband has fervently presented to Wife, as both an incentive and reward, to encourage Wife to continue to grow her career. Which is why Husband believes that Wife refused to sign any agreement with Husband, committing to the 50/50 equity split from selling the marital residence, combined with the \$1,750 per month in “transitional” alimony, which the couple had verbally agreed to, for a duration of 6 years. This verbal agreement (also communicated via email) was a condition to the “Non-Suit”, which they filed to sell their home outside the oversight of the courts, with Husband temporarily moving to Michigan. Since Wife repeatedly refused to “put her own words into writing”, to secure Husband’s equity split and their alimony agreement, Husband refused to relinquish possession of the marital residence, which had been his only “leverage” since wife abandoned him, because both mortgages were in Wife’s name.

As shown in a text message from Wife, on December 22nd, 2018 (Exhibit-B), Wife stated to Husband as follows:

“Correct, my tax situation is going to suck for a very long time... 90k gross – 31k taxes – 21k alimony = 38k net. Plus or minus.”

Wife went on to say:

“Someday when alimony is done, I **can** get a job making only \$43k gross and have the same net of +/- \$38k.” (Emphasis added to point out that apparently the lower income is Wife’s preference.)

Husband already had concerns, but as a result of this conversation via SMS, Husband became convinced that Wife planned to down-size her career, to reduce both her alimony and her income taxes, once her boss retired within the following year. Husband further became convinced, that this was Wife's compelling reason for refusing to sign the previously agreed upon terms of their verbal settlement agreement, to Non-Suit and sell the marital residence outside the courts. Husband was rightfully concerned, that had he gone to Michigan without a written agreement signed, that wife would have "stiffed" him, once the marital residence sold, knowing that Husband could not afford to pursue an out-of-state lawsuit against Wife, for alimony, nor could Husband afford to move back to Nashville, without alimony, after Husband surrendered possession of his home.

Several months later, in a face to face conversation with Wife, Wife admitted that she didn't sign the agreement, because she wasn't sure that she could afford the agreed alimony, speaking of seriously downsizing her occupation after her firm closed, stating that she is even considering seeking part-time employment, instead of her fulltime job.

This was when Husband knew that he could not rely on alimony to help rebuild his life, so Husband decided that his best chance at not losing literally everything, was by trying to keep the marital residence. First Husband planned to obtain roommates, to leverage the wasted space currently in the 2,500 square foot home, while also meeting both Husband and Wife's negative monthly cashflow (Wife claimed to have a negative cashflow of \$400 - \$500 monthly). After obtaining roommates, with Husband's total rents equaling \$1,400 per month, Husband gave Wife the financial benefit of approximately \$900 of those rents, per month. Which should have lifted Wife out of the red, with a positive monthly cashflow

of \$400 - \$500. This is why Husband believes that Wife needed to accept a voluntary pay cut with her employer, to prepare Wife to meet the financial qualifications for filing Chapter-13 bankruptcy.

Shortly after Husband discovered that Wife had filed bankruptcy, Husband was served with both the Ex Parte Order of Protection, and Divorce papers once again, after Wife had assured Husband, that she was done “wasting” her money on lawyers for a “contested divorce”. Husband had been emailing Wife extensively, to ensure that she was keeping up the mortgage payments on their home, which Wife simply refused to answer or reply to. Since the home has Husband’s life invested into it, keeping the mortgages current was critical to Husband, but he no longer had access to the mortgage information, being in Wife’s name, since she had changed the account credentials to lock Husband out.

Despite how many times Husband asked Wife about the status of the mortgages, and even if Wife choose to “keep” the home in her bankruptcy (elected by one checkbox on the bankruptcy forms), both which Wife refused to answer. Then to make matters worse, the frequency of those very emails, in comparison with how frequently Wife chose to reply, was used by Wife and her counsel, as substantiation for requesting an Order of Protection for Wife. Although those emails contained urgent concerns regarding the possibility (and now a forced reality) of Husband losing literally everything, those emails did not contain anything malicious, and certainly not anything threatening, by any means. Yet Husband’s counsel chose not to take the matter to trial, but rather to settle for maintaining the Ex Parte Order of Protection, throughout the duration of the divorce.

Husband understood that the Ex Parte Order of Protection prevented Husband from pursuing Wife, entering her world, or interfering with her life in any way. What Husband absolutely did not understand, was that this Ex Parte Order of Protection still allowed for Wife to enter Husbands world, interrupting the sanctity, privacy, and enjoyment of his home, legally forcing Husband and his roommates to vacate their home for hours at a time, under the threat of incarceration, should Husband refuse to comply.

This, combined by the instant loss of his home, per court order, absolutely pushed Husband over the edge, leading to Husband lashing out inappropriately on Facebook, after days of physical and emotional exhaustion, compounded by the stress of accruing a massive financial debt to his mother for legal fees, without even reaching the stating gate for his divorce. At that point, accruing more debt to maintain legal counsel, no longer made fiscal sense for Husband, especially in light of the fact that his home, which was the Husband's only meaningful asset, had already been ordered by the court to be auctioned in 45-days, with no minimum.

Since wife has preemptively filed for bankruptcy, substantially less financial relief is expected to be obtainable from her. Despite Wife's role as the family's primary breadwinner for over a decade, [REDACTED]

[REDACTED] and the breadth of financial and legal bullying" which Wife had engaged in against Husband, while using both illegal and unethical tactics to undermine the equity in their home without Husband even knowing. Both by accruing "marital debt" on her credit cards, to support two residences, after Wife abandoned Husband, with a poorly planned

budget, which could never cash-flow, as Husband immediately pointed out to Wife. Unfortunately, Wife insisted that she was smarter than Husband and “would figure it out”.

Having managed the couple’s finances for over 13 years, Husband knew beyond any doubt that the couple could not afford two Brentwood residences. They simply didn’t have enough income to support or justify such a brash and irresponsible decision. The evidence of which now is Wife having been substantially fined by the IRS, after her first-time filing taxes for the family, while again aggressively refusing Husband’s assistance.

Wife even fraudulently filed the couples 2018 joint tax return, without Husband’s knowledge or consent. While she changed the marital address from the family’s home to her apartment, changing the phone on file to her own, and scheduling the automatic refund to be deposited directly into her personal and now private bank account, without so much as notifying Husband. This demonstrates the extent to which Wife has been on a power-trip beyond anything that Husband had previously seen in her, as she continued to financially and legally “bully”, dominate, and oppress Husband, throughout Wife’s crusade to “cut-off every limb” to simply discard Husband, without offering Husband any post-divorce support or assistance of any sort.

At one-point Husband asked Wife:

“Is there anything that I can do to help you, besides die?”

To which wife honestly answered:

“No.”

Later on, in a text message, Wife told Husband:

“You won’t do anything for me, you won’t let me be free.”

As bad as Husband felt, still he was trapped inside a home which he could neither afford to keep nor to leave, as wife constantly “ripped the carpet out from under his feet”. While denying Husband any opportunity to establish some basis of stability, without needing to rely upon Wife. That was one of the primary objectives for Husband obtaining roommates. Since most of the money went to benefit Wife anyways, Husband did not obtain roommates, choosing to share his living space with random strangers, simply for the immediate benefit.

Rather Husband was attempting to build a foundation which would be sustainable as Husband tried to obtain the vocational training and future job which would allow him to finally “free” Wife without the exorbitant need for alimony.

Husband’s goal was simply to provide Wife with as much financial relief as he possibly could afford, putting off other financial commitments such as repaying his mother, and continuing to increase that relief as rapidly and substantially as possible. Hoping to gain back his financial independence, prior to Wife self-destructing, setting Husband back more than he could ever realistically recover from. Having shared that strategy with Wife (thinking it would appeal to her), Wife intentionally filed bankruptcy, before and to deny Husband of the opportunity to succeed in his declared agenda; to help save them both from financial ruins.

Utilizing a highly-strategic, extensively planned, fraudulent, focused, devoted, and relentless attempt to “discard” Husband without paying the alimony which Husband was legally due, as well as realistically needs, to have any chance at independently sustaining himself again, with even a fraction of the standard of living which he possessed 15-20 years ago. Husband believes that paying alimony is Wife’s greatest fear, both due to her economic loss while doing so, without the beneficial tax advantages it included prior to 2019, compounded and exceeded by Wife’s fear of her “losing face” with her elite, over-achieving, prosperous, snobbish, condescending, and judgmental family. (EXHIBIT-Z)

Husband believes that Wife’s current philosophy is, that she can destroy herself, be burned to ashes, and still recover quicker, than she could if she agreed to pay Husband alimony fairly. Alimony could last for 6 or 7 years, while only providing Wife with enough income remaining to sustain the rest of her debt, after which she would still need to slowly pay it down. By self-sabotaging her career for a season, Wife has chosen to file bankruptcy, which will have all her debts legally satisfied in 3-5 years, while avoiding the expense of ever needing to pay Husband any substantial alimony. Although a complete betrayal of Husband (again), while further harming his chances at recovery, self-sabotaging and filing for Chapter-13 bankruptcy, as Wife has done, is literally the quickest path for Wife to financially recover. It will literally lead to at least a 50% quicker financial recovery time for Wife, than meeting her financial obligations to Husband and her creditors.

Meanwhile Husband is without, unqualified for, and possibly incapable of obtaining and maintaining gainful employment, a home again where he can both feel safe from storms (a serious phobia associated with Husband’s GAD (Generalized Anxiety Disorder), where

Husband previously built a 40,000 pound, highly sophisticated storm-shelter in the basement of his Duplex, prior to meeting Wife. While Husband also feels safe in their current marital residence, since the home has a massive South-West facing hill, the direction which most severe weather comes from, following the jet-stream (this was a serious consideration in originally purchasing the home). Nestled within a tiny valley, which effectively makes the entire home, the safest place in which Husband has ever lived, which he has enjoyed without concerns about the weather, since it rarely impacts the home. Due to the natural shelter provided by the home's precise geographic location. (Previously, weather was a daily fear for Husband, affecting every facet of his life.)

To punctuate how critical this was, Husband and Wife would not have literally purchased a house on the opposite side of their street, since the South-West facing hill was so critical to Husband, in order to willingly forfeit the security and peaceful assurance, provided by his comfortable, customized, extremely robust storm shelter, which Husband had built inside his Duplex, prior to meeting Wife.

Now in addition to Husband losing the value of his home, Husband also lacks anywhere affordable to live, without Husband being physically forced to liquidate or discard the majority of his personal property, which is bulky, not of much value to others, but extremely important to Husband. So, Husband shall loose on every level, walking away from this marriage with less than he had 20 years ago. Crippled financially, materialistically, vocationally, and credit wise. Along with the increased physical and mental challenges, which typically increase with age, pushing the goal of recovery with a

fraction of the standard of living previously enjoyed (both prior to meeting Wife, and since) further out of Husband's reach.

Husband is repentant for that which he has done wrong, more than most people will ever understand. Husband understands that without his complicity and misplaced trust, he could have never found himself in such a dire state. Yet there is something much greater being done "wrong" here to Husband, than by Husband. As Wife leverages the law, along with her violent character assassinations of Husband, with a fraudulent narrative, the uncommon minority stereotypes, media hype, and social anxieties. While gaining sympathy playing the victim, exploiting common misperceptions about the "weaker" more "fragile", "innocent" and "needy" gender. That is certainly the story which Husband believes that Wife would like the court to believe; however, that's not what Husband believes that the evidence here shows.

a Husband was sleep deprived, distraught, and overwhelmed after court on August 1st, when Husband learned that he is losing his home, which holds his entire life's savings, all his retirement, and nearly a decade of work, by the aggressive, unfair, harassing, demeaning, strategically planned, multi-faceted legal assault by Wife and her counsel. Wife's main objective is to not pay Husband alimony, at ALL costs. Even at the expense of destroying herself; her career, her health, and her life. (Claim will be backed with significant documentation.) Especially after the 2019 tax reform laws, where alimony is no longer tax deductible for the advantaged

party. Even though Wife has been the primary breadwinner for the past 12 years of their marriage.

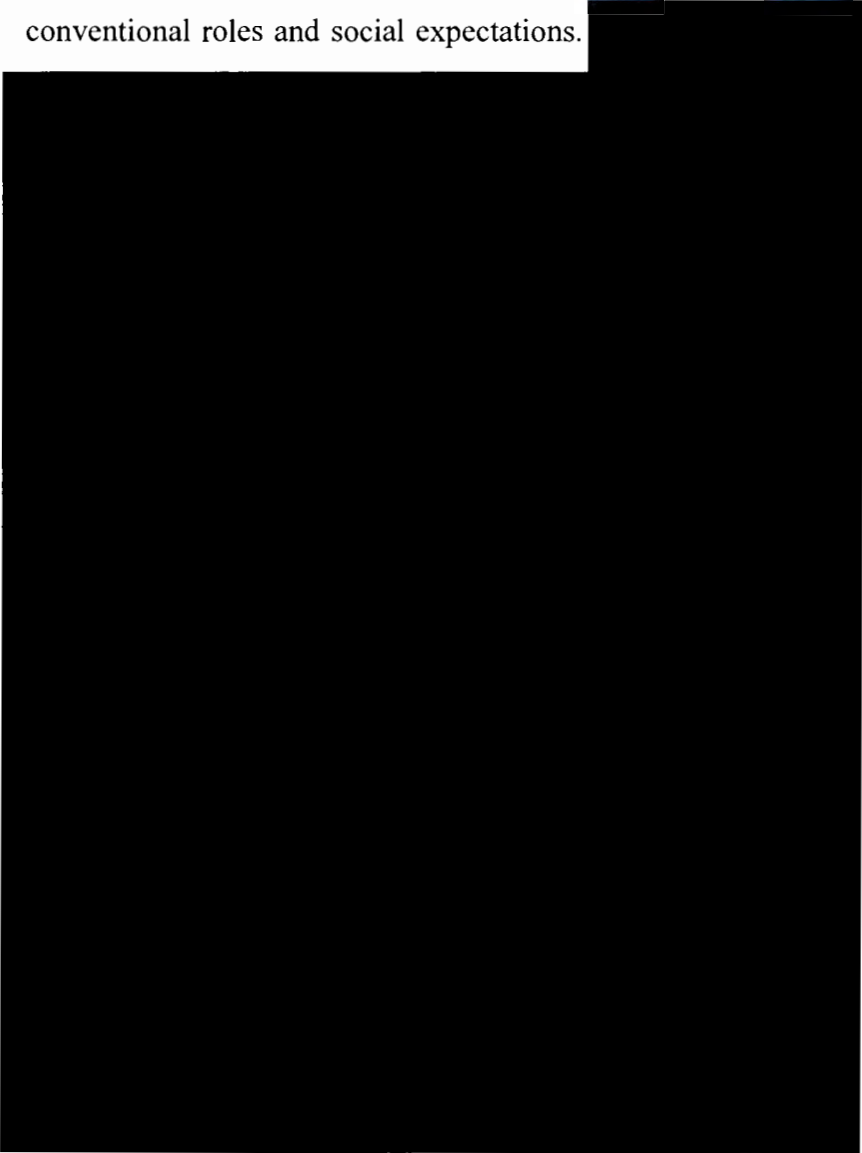
b Wife has been “bullying” Husband, both financially and legally, with false claims. Wife’s first divorce complaint stated that Husband is crazy, but highly skilled and employable, a complete contradiction of claims. Now Wife’s narrative is that Husband is dangerous, while being highly employable since he is a “genius” with computers.

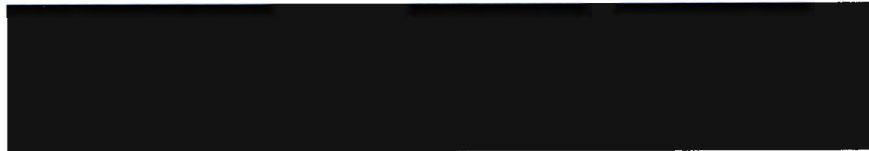
i Husband has been tested to have an IQ of 100, which is as perfectly “average” as they come.

ii Husband is not a “genius” at anything, especially related to any specific vocation, as he has spent his lifetime diluting his vocational value to any one discipline, by migrating from trade to trade, primarily determined by supply and demand, rather than passions, interests, and aptitude, which has been Wife’s privileged vocational history. Prior to marriage, without any higher education, Husband has always been a blue-collar worker, often working two and sometimes three jobs simultaneously, simply to support himself with a comfortable but much, much lower standard of living, than the couple had together.

c Wife claims that Husband refuses to work.

i That claim couldn't be more of a lie. Husband works constantly to try to meet every need of the family, to contribute "his share", and to (impossibly) please Wife. Husband has never been lazy, nor even accused of such. Wife complains now, accusing Husband of refusing to have a job outside their home, because it adds leverage to her divorce complaint, based upon conventional roles and social expectations.





iii Wife repeatedly assured Husband, that as long as the two could live on her income, without accruing a negative cash-flow, increasing their debt, that Wife was absolutely content in living their entire lives on primarily Wife's income, in order to have Husband manage and take care of every other major need for the family, and to be at her beckon call. Wife affectionately called Husband her "House Husband", both publicly and in private.

iv Wife also liked having Husband constantly at home, to care for, meet any emergency needs for, and provide company to the family's pets. Wife is a very abnormal pet lover, beyond any common conventional belief structure, and would sacrifice anything to ensure the happiness of the family's pets.

d Wife claims that Husband refused to sell their marital residence, despite the dire financial condition which Wife was in. That Husband was a constant obstructionist regarding the sale of their home.

i Though the home is a once in a lifetime opportunity for Husband and Wife, originally cherished by both, holding almost their entire net worth, which Husband had not only invested all

of his wealth into, but also his daily labor maintaining and improving the property for nearly a decade.

ii Recognizing the realistic alternatives while trying to determine how to rebuild his life, there were many times, frequently for several months, within the past year and a half, when Husband was not only willing to sell the marital residence, but Husband even offered to freely surrender his equity to Wife twice, with the sole condition that Wife live in the home and enjoy it for five years, before selling it, simply to profit from cashing-out and keeping both of their equity.

iii In all the above-mentioned instances, for one reason or another, often without Wife even providing an explanation or a response why, Wife chose not to perform, hence keeping our joint ownership in our home.

iv The urgent financial need has been fabricated by Wife, and Wife has refused to put the primary terms of her own verbal settlement agreement with Husband, on paper. Resulting in at least as much delay in selling the home as Husband has caused.

e With Wife possessing a degree from MIT, and being a licensed architect, with a \$94k per year gross income, which is actually an income of \$116.5k per year with her employer provided benefits included (while

Husband was a high-school drop-out and has never made over \$50k per annum), neither of which would have been possible without Husband's support, it was jointly determined, very early in the marriage, that Wife's time is best leveraged earning income, while Husband's time is best leveraged making said income work hard and efficiently for our family, while filling every other crack in our lives. Husband managed, customized, and cared for our homes and their properties. Husband managed our finances, managed our taxes, managed a rental property for most of the marriage (Duplex), which Husband previously owned. Husband also ran several small businesses, from being a Residential Real Estate Agent, to opening a small marketing firm, building websites, performing IT work both locally and remotely, while managing and maintaining most of the Tech needs of Wife's architectural firm, for many years.

f Husband is completely self-taught in the area of computers and technology, without any licensing or certification, and having never worked for any company in that capacity, except for his own tiny start-up, which almost completely serviced Wife's employer. Similarly, Husband's "jack of all trades and master of none" career path, has diluted his value in any one specific discipline.

g Prior to the marriage, Husband worked blue-collar jobs all his life. The most recent of which was running multi-million-dollar printing presses, for Atlantic Envelope Company, with the global FedEx contract for

manufacturing their Tyvek envelopes. Husband was one of the top-three “Lead Pressmen”, in both skill and wages, within his manufacturing plant. This was a good job, with good benefits, including an hourly rate of \$24 per hour at its best, but there was a hard ceiling at that point with no room to grow, advance, explore, or excel.

h Husband’s employment with Atlantic Envelope Company ended shortly after the marriage, after Wife obtained her Architect’s License with Husband’s help. Wife encouraged Husband to pursue a career in Real Estate, which excited us both for a while, as we explored the intersection between Architecture and Real Estate, taking on a “flip”, rehabbing it literally from the ground-up, and selling it, while we studied other investment models and properties. In the end, both Husband and Wife found Real Estate to be stressful, unreliable, and generally disappointing. Through an aptitude test in counseling, both learned that Husband is “wired” more toward the technical professions, instead of what are primarily “people centric” occupations.

i Husband regretted leaving Atlantic Envelope Company for several years, since it was the best money and “fit” which he had found so far. Husband only feels good about a job, when he is seasoned, proven, and can out-perform most of his co-workers. Husband has always found his security in his skills, never before in his relationships.

j Within a few years, Atlantic Envelope Company was sold a couple of times, then they went bankrupt. The Nashville plant was closed, and finally the entire company went out of business. The same has been the case for CPS in Franklin, where Husband previously worked as an “Assistant Pressman”. Along with nearly every manufacturing printing company in town. Printing, once the second largest industry by volume, in the Greater Nashville Area, probably isn’t within the top 100 today. The industry is simply gone, largely due to home computers and overseas manufacturing.

k Husband needs vocational rehabilitation, in order to focus training on a specific tech discipline, to grow his skills, value, and to earn a certificate or license in an area which has the capacity to earn what Husband made prior to the marriage, over twelve years ago. Husband’s only IT “reference” currently, would be Wife and Wife’s employer. Neither of which are willing to lend their endorsement, despite Husband’s excellent performance in serving their firm, in different roles for over a decade. While simultaneously saving them a small fortune, compared to industry-standard rates.

[REDACTED]

Wife has manipulated and taken advantage of Husband, as well as the legal system, while extorting every bit of value from Husband’s life, finally to discard him as a piece of trash without any responsibility or care. Wife blatantly lied to this court, to pretend to feel “physically

threatened”, when Wife knows clearly that “words” are Husband’s “weapon of choice”. Actually, words are really what Wife fears the most from Husband, not in the toxic or abusive sense like she is portraying and you would expect (we rarely even communicate anymore), rather Wife fears Husband publishing evidence online, showing Wife’s unethical, senseless, careless, and even criminal activities. Some of which Husband must now share here today, in order to have any chance at a fair trial, after the exhaustive amount of false and fraudulent narrative which Wife and her counsel have repeatedly attacked Husband with now (4x), before Husband even had the opportunity to file an “Answer and Counter Complaint for Divorce”. Despite the false narrative presented by Wife and counsel to date, Husband continually wrestled with his first Attorney to file the “Answer and Counter”, ultimately bringing about his “change in counsel”, at Husband’s choice.

a Wife’s real reason for wanting an Order of Protection, was to use as a GAG order, preventing Husband from notifying the public online, or through local media, the scam which Wife is getting away with, legally and financially dominating Husband and then dumping him here, while self-sabotaging and lying about assets to qualify for bankruptcy, simply to exhaust any financial relief Husband is due, both during the interim, as well as after the divorce, by way of alimony.

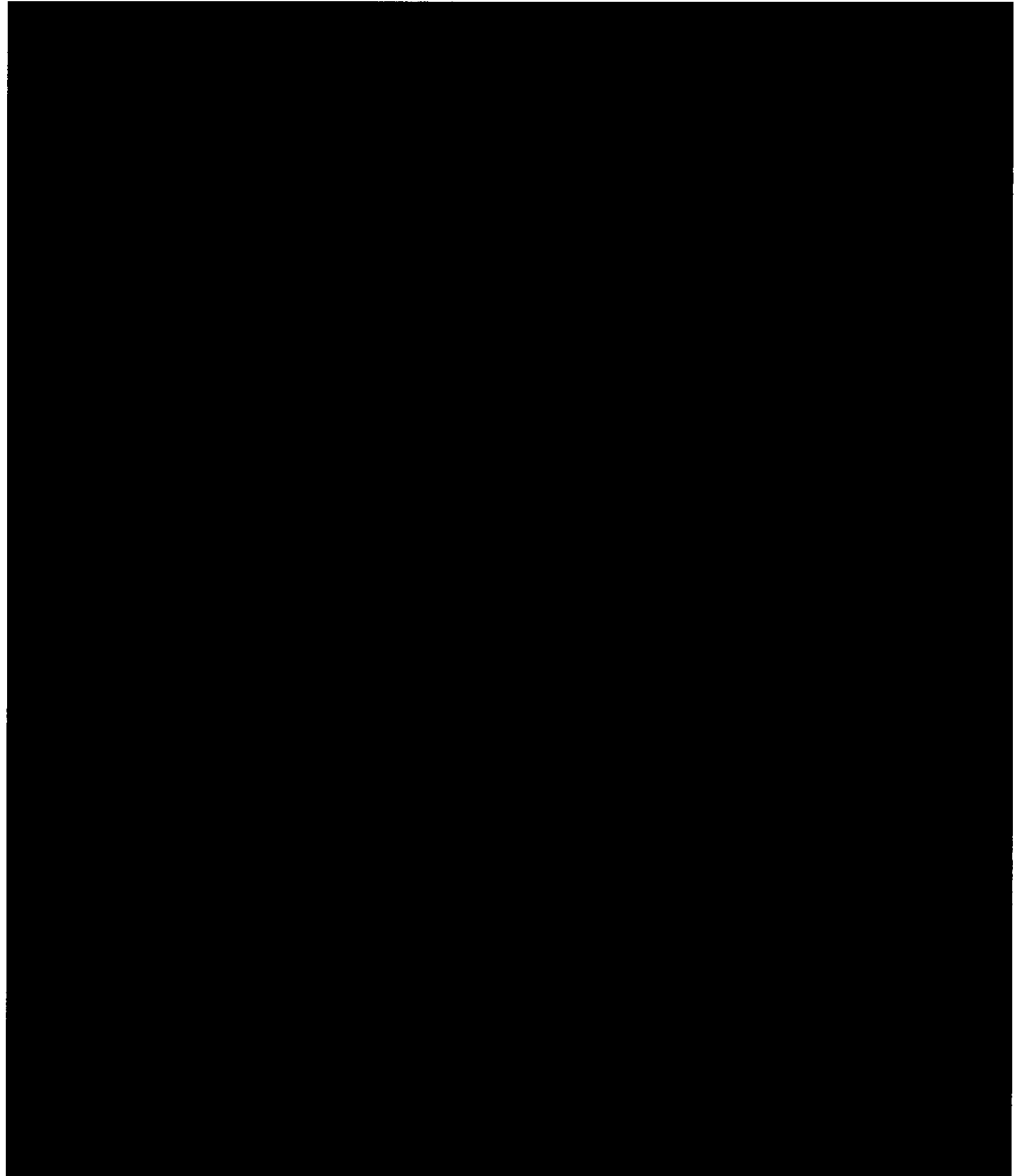
b Through “Collaborative Divorce” with Sandy Arons, Husband and Wife learned that husband should be legally due between 22% - 24% of Wife’s gross income, for approximately half the term of our marriage, which is about 6.5 years.

c In real numbers, during negotiations, that worked out to be between \$2k - \$2.2k in alimony, per month, for a period of 6 years (at that time). Even after Husband and Wife decided to do a “Non-Suit” to sell our home outside court, it was with the verbal agreement for the parties to split the proceeds from the sale 50/50, less only the first and second mortgages. Followed by Wife paying Husband transitional alimony, in the amount of \$1,750 per month, for a duration of 6 years.

d The agreement was that after the marital residence was sold outside of court, each party would be responsible for the debts in their own name (hence the reason for doing this outside of court), each taking our 50% of the net sale proceeds, to do whatever we choose with it. Then, claiming to no longer have any “marital property” or “marital debt”, we would file a FREE divorce using the forms provided online by the State of Tennessee. After which Husband would continue to receive the \$1,750 per month (as transitional alimony, which can’t be modified), for 6 years, as he sought vocational training, and began his whole life over at 50 years old.

e The only reason why Husband and Wife never proceeded with the plan to sell our home as agreed, is because Wife absolutely refused to put our agreement into writing. Though confirmed via email, Wife knew that her employer was planning to retire within the next year, so she expected the firm to close, and Wife wants to get a “fun” job now, or to only work “part-time”, as she has since finally admitted.

f The Chapter-13 bankruptcy forced husband out of the house, with no prior warning about the default. Wife refused Husband's questions about their mortgage status, as he saw most of this coming, except for Wife's own bankruptcy, that was a surprise, but brilliantly cruel! While husband suspects those mortgage payments were funneled to pay for Wife's legal fees, both for her bankruptcy and the divorce, with Wife's current counsel.





i Husband and Wife had promised each other that we were going to live in this home, on Sunnyside, for the rest of our lives. Everyday that's what Husband worked for... Forever! 60% of everything Husband did, wasn't for the benefit of that day, week, month, or even year... but to make a nice home for us forever! Without which, neither of us could have ever afforded to purchase a comparable home in this zip code. Husband would get to continue to work from home or be a "House Husband" as Wife affectionately called him (almost daily). Anything which Husband asked about around the House, Wife would make a snappy comeback with, "that's your job!" Husband's job never ended, and it was eventually discovered that once menopause started early (about 5 years ago), that Wife was absolutely impossible to please!

j Keep in mind, that Husband contributed about 60% of our start-up capital, toward the down payment, and nearly \$100k in renovations the first

year we purchased our home. Both Husband and Wife cashed out all Roth IRA retirement funds, to invest into the down payment, as soon as the funds recovered 75% of their value prior to the 2008 housing market crash. So, with a purchase price of \$350k in 2011, plus around \$100k in renovations that first year alone, we were at around \$450k during the start of 2012, then Husband sowed seven more years of work into improving our home, forever!

k During this time, Wife invested her life/time into increasing her professional value as an Architect. (Something which no-one can ever take away from her.) Meanwhile, Husband invested his life/time into customizing and maintaining our home forever, to enjoy and benefit from (he believed), for the rest of our lives. Which was abruptly taken away by Wife's scams, financial and legal coercion, and the court ruling an absolute auction with no minimums, including all of Husband's personal property, if he can't move it out quickly enough. As Husband simultaneously needs to spend days and weeks endlessly trying to learn how to legally survive Wife's constant legal harassment.

l As verified by the attached exhibits, the fraudulent narrative, and the motions and petitions filed by Wife hence far, Husband respectfully asks the court for relief, under the legislation known as "Stalking by Way of the Courts". Wife has filed abusive motions and petitions in this divorce, designed to "harass or maliciously injure" the Husband, by exhausting his economic resources and trying to force him to make financial concessions.

This is simply a litigious form of domestic assault. Also referred to as “malicious prosecution or abuse of the legal process”.

i All filings by Wife under Docket No: 48419B, show some form of this oppressive harassment, stalking, and domestic abuse.

ii Additionally, the “MOTION TO DEEM HUSBAND SERVED”, and all the attached ugliness, including our custom “No Trespassing” signs, at the entry, designed collaboratively by Husband and Wife together. Yet falsely portrayed by Wife, as an irrational act by Husband, further used as justification for the Ex Parte Order of Protection, filed by Wife against Husband, to further harass, control, stifle, dominate, and injure Husband’s first and second amendment constitutional rights, knowing exactly how crucial those freedoms are to both Husband and Wife.

1 Wife’s counsel filed this motion on 6/20/2019, the day after Husband’s counsel (then), Attorney Brittany Gates, communicated with Ms. Story on 6/19/2019, informing her that Ms. Gates was representing Husband, that Husband had already received service, and that Ms. Gates was Husband’s Counsel of Record. None the less, Wife’s counsel filed this motion with the court, though totally unnecessary, purely for the opportunity to further

smear the Husband's name, with their false and fraudulent narrative, solely for more litigious leverage over Husband. (They weren't going to let all that good ugliness go to waste.) Furthermore, someone from Ms. Story's office directly emailed the documents to Husband, though they had already received notice that Ms. Gates was Husband's Counsel of Record. Such created an ex parte communication, which was wholly abusive and unnecessary (Exhibit-C).

2 The marital residence was purchased on 4/29/2011 (Exhibit-D).

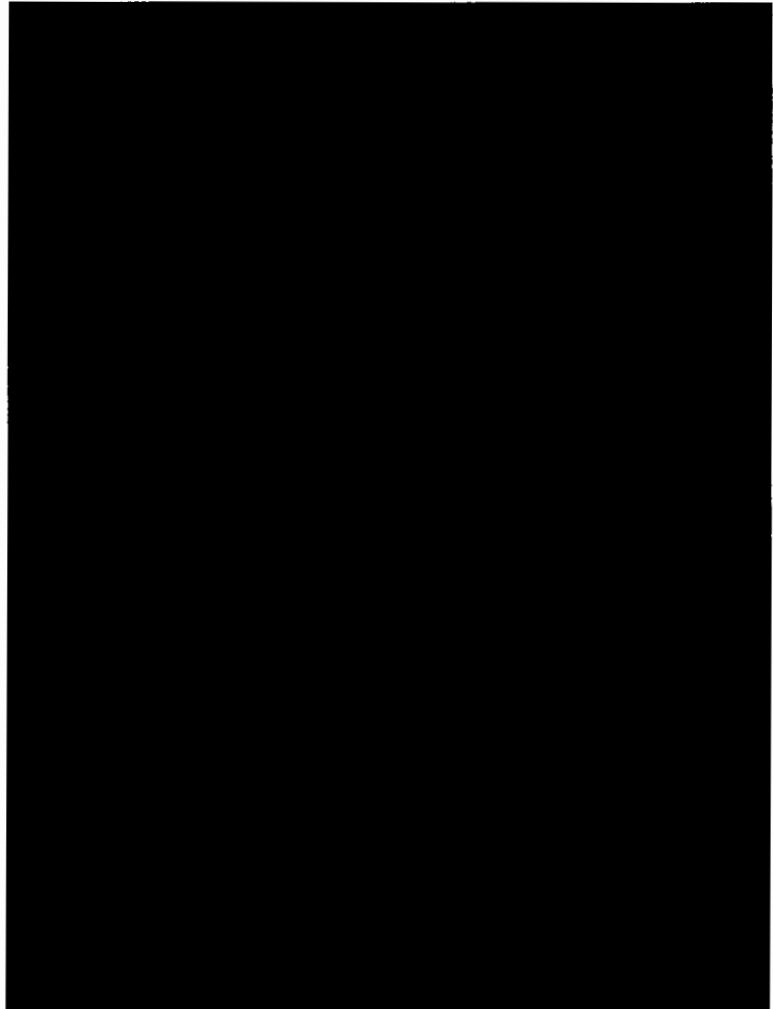
3 Honeywell Vista alarm system, was purchased on 6/13/2011 (Exhibit-E).

4 Zavio IP Dome surveillance camera was purchased on 3/15/2013 (Exhibit-F).

5 No Trespassing signs purchased Nov/Dec 2015 (Exhibit-G) shows communications between Husband and Wife will selecting sign styles, along with purchase receipts.

6 Hikvision IP network surveillance cameras (10x) were purchased on 1/20/2016. Floorplan design by Wife, allocation by Husband and Wife (Exhibit-H). Installation by Husband. The floorplan provided is file

dated 9/5/2016, with Wife's handwriting visible on the bottom-right, with the following dimensions "outerhole: 3 1/2" from each inside edge of fascia..." Wife drew other plans and elevations, to help Husband determine roof/soffit/facia relationships and dimensions to install throughout.

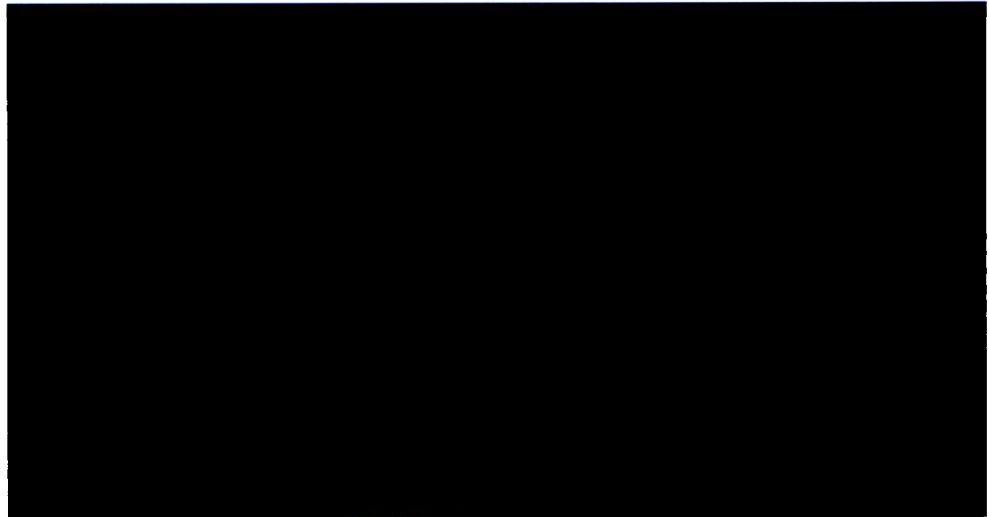


8 Alarms are normal for everyone, Husband and Wife had those at their previous home. Husband and Wife also had "No Trespassing" Signs at their previous home,

though that was primarily due to the transient rental neighborhood that the Duplex was zoned in, near Nipper's Corner.

9 The signage was for setting "boundaries". The alarm was really the only thing for "security". The surveillance cameras (which weren't monitored), were only for "accountability", after damage or intrusion was detected and researched for proof.

10 All of the electronics had something to do with the fact that both Husband and Wife like electronics, Husband more so than Wife, yet both are geeks at heart. Additionally, Husband's small business from home was in the tech industry, and Husband enjoyed learning about new technologies while installing them in his home first, to see if there might be any viability to adding that to the services he offered. Most took way too much time for Husband to ever be able to reasonably offer installation services to others. At the same time, both Husband and Wife got to enjoy a home (forever) which had built-in technologies, which neither of the parties could have ever afforded to pay third-party companies to install, administer, manage, and host. (At least not concurrently.)



n Husband believes that with the assistant of Wife's father, Wife undermined Husband's equity, by redirecting months of missed mortgage payments to the destination of Wife's choice. Hence benefitting Wife toward another financial need, while forcing the home toward foreclosure, and simultaneously leaving the court with no choice but to eject husband and tenants, followed by auctioning the home.

o Husband refused to render himself "homeless", without having in writing (even without lawyers), some assurance about how Husband could again afford to have a place to live. Now because of Wife's games, her deep dark strategy [REDACTED]



[REDACTED] allows Wife's income to decrease (as she plans), and the bankruptcy court will modify her "bankruptcy plan" to accommodate her reduced income.

p Husband insists that Wife had no legitimate need for an OP, but rather that she simply wanted the protections of a "GAG" order, along with

the opportunity to assassinate Husband's character and continue with her fraudulent narrative. Wife was armed at all times, with both her Glock .40 caliber handgun, which she keeps inside her purse (it is under the seat of her car, while in court) and a large law-enforcement quality, pepper spray cylinder, attached to her keychain. Husband requests that the OP Ex Parte be abolished, as it was fraudulently requested, under false pretenses, for purposes other than which it was designed, as a sweeping order to provide physical safety to those in jeopardy of physical harm.

q One of the realities which Husband understands in life, is if someone calls the police and says (with panic), "Help! I'm scared that my Husband (brother or friend) might publicly expose the TRUTH about me online, along with the substantiating proof." That the police don't usually rush over to arrest, restrict, or confine the perpetrator.

r However, if you simply change a couple of words to say (with panic), "Help! I'm scared that my Husband (brother or friend) might physically harm me." In that event the police will probably rush right over, intervene, arrest, warn, restrict, or confine the perpetrator.

i At which point, if you can obtain an Order of Protection, or a Temporary Order, you're not only protected from physical harm (which was never really a concern).

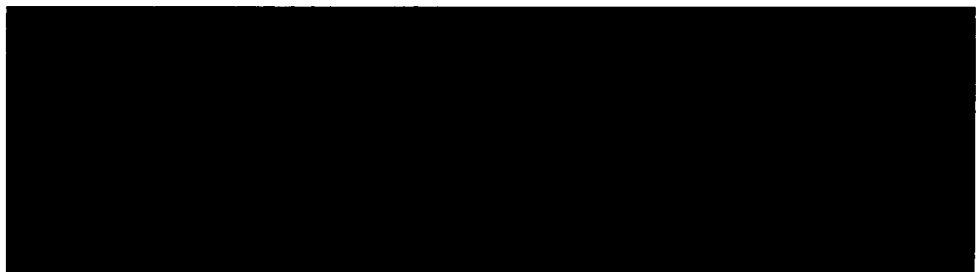
ii You also are protected from a host of other concerns, since the "perpetrator" has had some of his basic constitutional rights revoked, as a result of the tiny lie which you told the police.

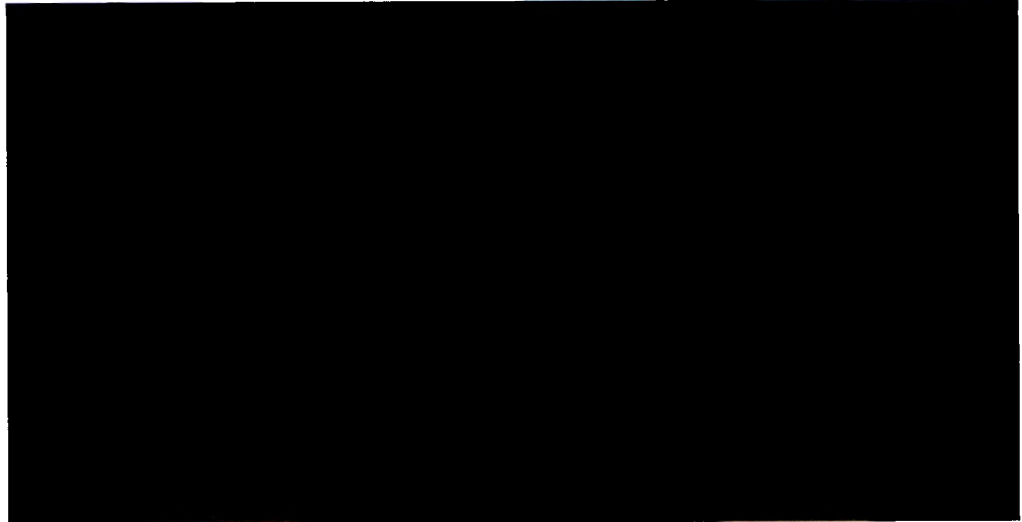
iii Husband has seen this abused more than once, and so has Wife, and people know the power which this one tiny lie can yield over others.

iv It is for this reason, that during Husband's research, that an Order of Protection is commonly referred to as "the second most oppressive and abused piece of legislation" used against the American people. It is also commonly referred to as "the nuclear bomb of divorces." Husband can personally attest to the accuracy of both of those descriptors.

s Even though Wife has convinced herself (and everyone within her circle of influence), that she is the victim here, really many of her "actions" (as opposed to Husband's "words") have been extremely aggressive, even violent, in a non-physically threatening way. Wife's unilateral choices, without a moment's notice, warning, or any opportunity to course correct, have financially devastated the family, and rendered all their property virtually worthless.

t Husband accepts his share of blame in all matters. Husband knows that he is neither a victim nor an abuser, he is something rather broken, in between.





w Throughout marriage, Husband felt as though he could never “catch-up”. Between Husbands ADHD (challenge with focus) and OCPD (a need to do tasks excellently, or not at all), Husband never seemed to be able to “catch-up” to Wife (Exhibit-A). Wife appears to be counting upon that, with her divorce tactics now. To keep running, and running, and running. If Husband ever has the time and resources, he can disprove every false claim of Wife, which is why she is intentionally hitting him as hard and repeatedly as she can.

x The simple thing which Wife apparently doesn’t see, is if she worked “with” Husband a little bit, to help him reach some level of financial, vocational, or residential stability, Husband would make his way on his own. Never as quickly as Wife. Never nearly as fruitful or prosperous as Wife. But that is life. Husband wants to be “free” as badly as Wife does. He just hasn’t had the time to fight these litigious battles while trying to reinvent himself at 50 years old. Husband can handle one major project or challenge at a time, If Husband is to move, then Husband needs 2-3 weeks

with nothing else in the World to focus on besides moving. Likewise when he gets moved, he will need a couple of months to get sorted in his new environment, adjust to massive social and economic losses, and try to find some job to help buy food until he can improve his vocational training, to where he could be functionally independent again.

y Husband doesn't want to "use" Wife as she and her family believes. Husband made more money and had significantly more property than Wife when they met. Husband was never attracted to Wife because of her MIT degree or her professional future, she didn't have a dime when Husband met her, and was actually \$15k in debt to her mother from her previous divorce.

z Husband's foundational belief is that both Husband and Wife reached this state of brokenness together, so they should work their way out of it together also, rather than poaching off of Husband's poor elderly mother, at the age of 50 years old. Husband's mother was primarily a single parent "nurse", with five children. Every penny Husband's mother has, is because she denies herself basic luxuries which Husband still enjoys daily, even though Husband is penniless, unemployed, largely unemployable (due to speed and specificity, along with outdated vocational skills and experience), and soon to be homeless. Please see the letter left to Husband and his mother's best friend and husband, regarding what she had saved her money for, since both of her parents got dementia as they aged (Exhibit-J).

aa After October of 2018, when the Court schedule was mostly full, through the end the year, Wife refused to “settle”, saying that since she missed-out on the tax write-off, which was grandfathered for all who finalized their divorces prior to 2019. Wife has refused to work with an independent third-party by any means since. The reality is that \$120k in alimony over the next six years, is a lot scarier to Wife than throwing away our equity in our home, than paying a lawyer \$20k-\$40k to fight a “contested divorce”, or even than filing bankruptcy herself, in the end. Earning slightly less than a six-figure income and filing bankruptcy over \$50k in debt. Husband is the opposite, has never had over a \$50k per-annum job. [REDACTED] While Husband’s last retirement investment in his home, is being essentially forced-out by fraud...

[REDACTED]

3. Husband has a sleeping disorder, which Wife believes to be “Non-24”, that she learned about during one of the narcolepsy conferences which she attended. Husband never saw any confirmation regarding Wife’s walk-through confirming any time or date for the walk-through, since it was so short notice (Husband has told his counsel, that he requires at least twelve hours’ notice prior to any commitments or meetings, because Husband is often awake all night, and sleeps all day. Such was the case in this instance.

Husband awoke around 3am to find information in his email about the appointment, after the scheduled date and time had already concluded, twelve hours prior. (Husband is often awake for 24 hours, then sleeps for 12 or 16. Husband must always know before going to bed, when he has any appointments or obligations the following day. , until after the time scheduled by Wife's counsel, while falsely claiming that I had confirmed the appointment time and date.

a Despite the complaints from Wife's counsel about Husband trying to delay or obstruct the walk-through or the auction in any way, that is completely false. The court order never mentioned anything about the Auctioneer accompanying Wife and her counsel during this walk-through. This walk-through per court order, was supposed to be completed much earlier, with a subsequent list of items which Wife wants to keep (determined during the walk-through, which was the purpose of the walk-through, as well as for Wife to ensure the condition of the property). Wife's counsel sent a list prior to the walk-through in an attempt to comply with the court order, but completely failing to meet the 10-day deadline for the walk-through, plus to provide to husband the subsequent list. Nobody informed Husband about the accompaniment of the Auctioneer, or any other parties beyond Wife and her counsel. Any other arrangements were at the fault, and outside the control, of Husband. To this day (8/27) Husband has been told that Wife is still compiling a more comprehensive list of personal property, which she established during the walk-through, yet even

though it was legally due by court order on August 11th, Husband has still never received any such document since the inspection.

b Husband made every attempt to communicate quickly and accurately with Wife's counsel to help schedule this, even going so far as copying her directly in Husband's emails to his counsel to ensure that his messages were getting relayed to Wife's counsel in the quickest possible fashion (for which Husband was reprimanded both by his counsel and wife's), but Wife's counsel still totally dropped the ball on this, while again aggressively blaming Husband and filing a complaint with the court.

i This is simply another example of litigious "bullying", which is completely inappropriate, harassing, abusive, unacceptable, and illegal.

ii Husband respectfully requests that the court order Wife and her counsel, to be less litigious, to work cooperatively with Husband toward solutions benefitting both parties, rather than filing inaccurate, twisted, false, and condescending motions, to hijack, oppress, and injure Husband, both in respect to the financial injury which he has suffered to date, of nearly \$13k in legal fees, without even beginning his divorce, as well as injuring husband's physical and emotional, needing to figure out how to reply to these often fraudulent motions, under the threat of incarceration should he fail. Meanwhile, if Wife and her

counsel really want to sell the marital residence, then Husband both needs and deserves enough time to pack his possessions (all 3,000 SqFt of them) and move to Michigan. This will take an absolute minimum of two weeks to simply be ready to vacate the property, which Husband wants to do prior to the auction.

1 As such, Husband requests an extension for the sale date, as well as for the dates for Wife to remove her personal property, so that Husband will not again be forced to vacate his residence, when he needs every available moment for packing.

2 Husband requests that the court order a two-month moratorium on any deadlines and court filings on this docket, including all motions, petitions, etc... with the only exception being if Husband fails to vacate the property by September 15th.

3 This time is needed with Husband's handicaps, so that he can focus on his move, and have any chance at completely evacuating the property by September 15th. (Provided the court approves.)

4 This would allow the minimum time required both to pack and prepare to move, while allowing husband to break-down his office and complete the move to

Michigan, without fear of concurrent litigation being filed, forcing Husband to redirect all energies to meet the emergency legal demands.

5 The move will require Husband to obtain significant storage space, and will require a lot of physical assistance, for weeks, to just begin to get settled, while moving into Husband's mother's small basement in Michigan.

6 After which Husband will need to assemble office furniture, and rebuild his network, get his server up and running, etc... during which time Husband will have no access to any of his files and records related to this divorce.

7 Consequentially, until this move is completed, Husband will be physically incapable of responding to court filings without Wife first winning default judgments, which is absolutely unfair.

8 Should the court not find this two-week auction deadline extension agreeable, or the two-month moratorium on all court filings so that Husband will have the time needed to move, then Husband will be forced to remain in Tennessee throughout the Auction,

and require additional financial assistance to do so, now that Husband's tenants have been evicted by the court.

a As per court order, there are no more rents coming in, plus Husband was forced to return tenant deposits, which he had used to merely survive, Husband is now behind on all the utilities for the property, and requires some emergency financial assistance from Wife, immediately, if the court will allow. Otherwise Husband will be forced to turn-off all utilities upon vacating the property, to not run up more debts in Husband's name than necessary.

b The utilities run approximately \$400 per month, plus with the loss of \$1,400 in rental income, which just barely allowed Husband enough money for food, gas, meds, and to pay the utilities, Husband requests some immediate emergency financial relief from Wife, in the amount of \$1,000 now, to bring the utilities current and to provide Husband with enough money to purchase food and his basic essentials, from now until September 15th, when Husband vacates the property to head to Michigan.

c Husband is temporarily borrowing the money for the move from his mother, expecting that cost to be around \$3,000, plus the cost of monthly storage. Husband requests the court to reimburse this expense to Husband's mother, immediately upon the sale of the home, from the Husband's portion of the remaining equity.

d Husband also requests the court to order Wife to transfer all the utilities back into her name immediately, or if the court and the Wife prefer, to order Wife to pay Husband an additional \$500 prior to 9/5/2019. to leave the utilities on in the Husband's name, through the auction, up until closing, provided that all takes place within our current timelines.

e After the move, Husband respectfully requests that the court order Wife to begin paying Husband \$500 per month again, adjusting her bankruptcy plan as needed, as temporary support, to help cover the cost of Husband's food, so not to further burden Husband's mother financially.

f Of these monies listed above, Husband respectfully requests that only the costs of moving and storage, be deducted from Husband's share of the sale proceeds, as the rest is believed by Husband to be the minimum due Husband from Wife, under Tennessee law, to help partially support Husband, until a full and final divorce decree can be reached, along with hopefully a corresponding alimony agreement, which Husband sincerely hopes the court will grant him, so that Husband will have an opportunity to obtain vocational rehabilitation and one day become financially independent again.

9 Should the court be agreeable to extend the deadline of the auction for two-weeks, and to the two-month moratorium on all court filings, provided that Husband vacate the property by September 15th as proposed, then Husband requests that the court all the Wife to handle all communications and interactions with the Auctioneer, after September 15th, once Husband has vacated the property.

10 In such event, not out of any disrespect for the court, obstinance, or belligerence on the part of Husband, nor due to any resentment toward the court, Wife, or this process, Husband respectfully requests that by court order, (not a POA or Quit Claim Deed, which Husband must sign), the court executively provide the Wife with the authority to completely sell the property, without the need for any signatures or participation by Husband.

a To frankly explain the reason this is so important to Husband, again, it is out of no act of disrespect, rebellion or defiance, it is simply a matter of beliefs. Husband believes that by providing his signature, that he is approving of the transaction which he is signing for.

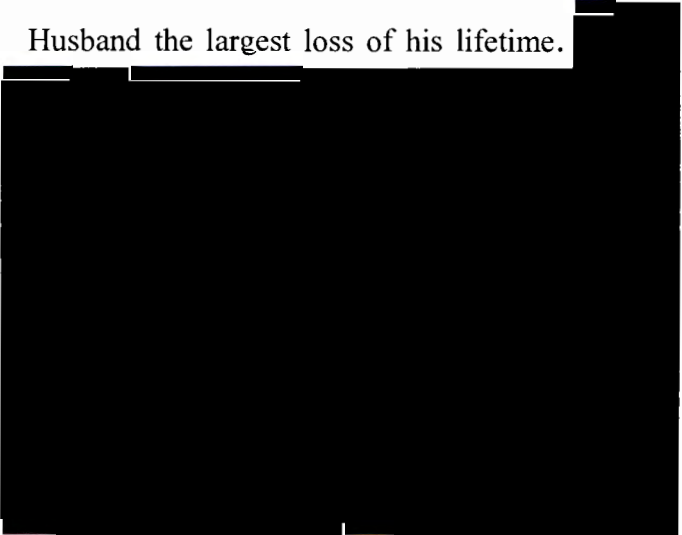
b While Husband believes that he is being robbed of his home, and any opportunity to take over payments and try to keep it, by Wife's fraudulent default on the mortgages performed months ago by Wife, without providing Husband with any notice, while refusing to even reply to Husbands questions on the matter.

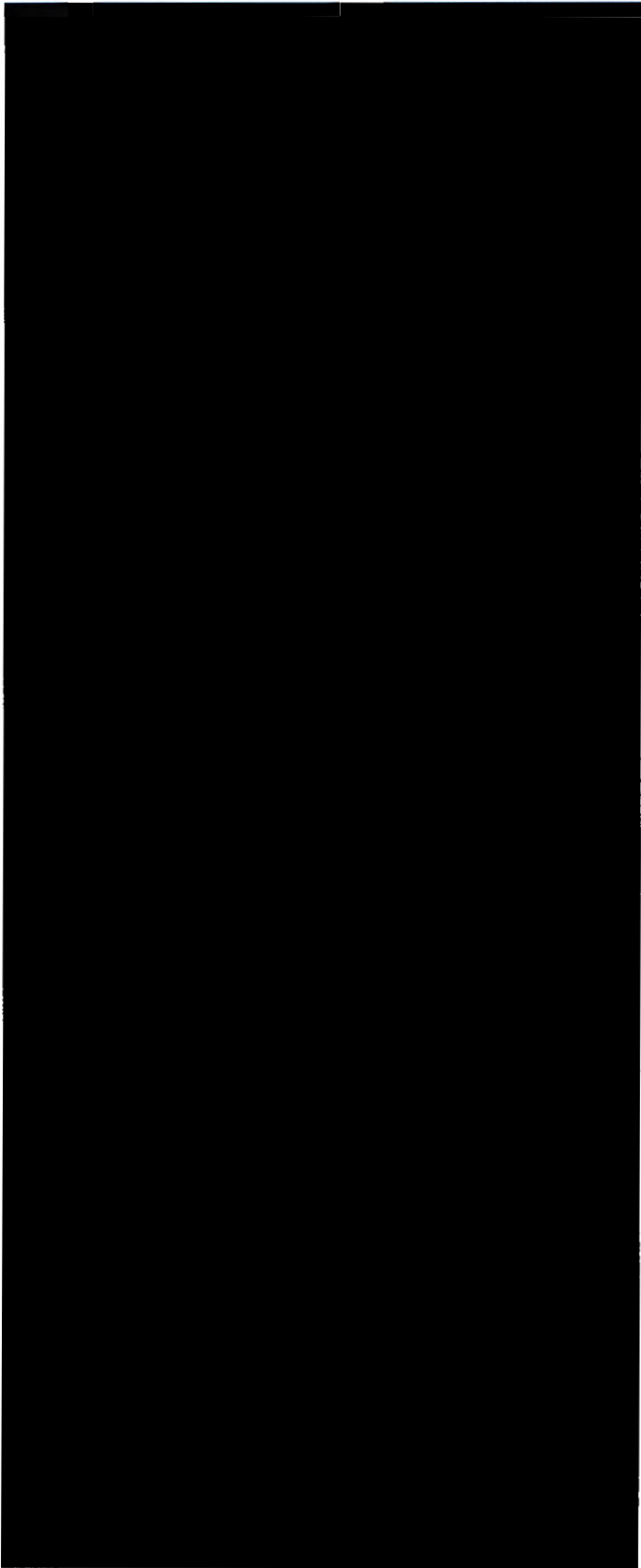
c Husband does not blame court for this, but Husband absolutely feels as though he is being robbed of most of what he has worked for in his life. Regardless of the auction sales price, or the amount of final alimony Wife is ordered to pay Husband (should alimony be awarded), Husband will never, in his lifetime, have the opportunity to enjoy this standard of living again. With all the unique characteristics which this property naturally possesses, as well as those which Husband spent nearly a decade building and constructing on the property, for the family's home forever. Husband recognizes this as a once in a lifetime chance for both the Husband and Wife, which now they have foolishly forfeited.

d Husband tried with every ounce of his being to prevent Wife from forcing this outcome, but with the mortgages in Wife's name, Husband ultimately was powerless over monitoring their status. At the same time, without some serious training, followed by a full-time job, and a few years of advancement, there is no way that Husband could have proactively paid the

mortgages, just “in case” wife wasn’t continuing to pay those bills, as she had been. Without absolutely any notice to Husband that her financial situation had changed, even if legitimate, which Husband highly doubts. Regardless, with timely notice from Wife to Husband, that their jointly owned asset was at risk, Husband could have worked towards finding a solution to help cure that financial shortfall, prior to reaching the point of default.

e Yet Wife stole that opportunity from Husband, and as such, suffering a loss of a lifetime, without so much as a hint in advance, Husband wishes to play no part in the final moves of Wife’s schemes, to abandon and financially undermine Husband, costing Husband the largest loss of his lifetime.





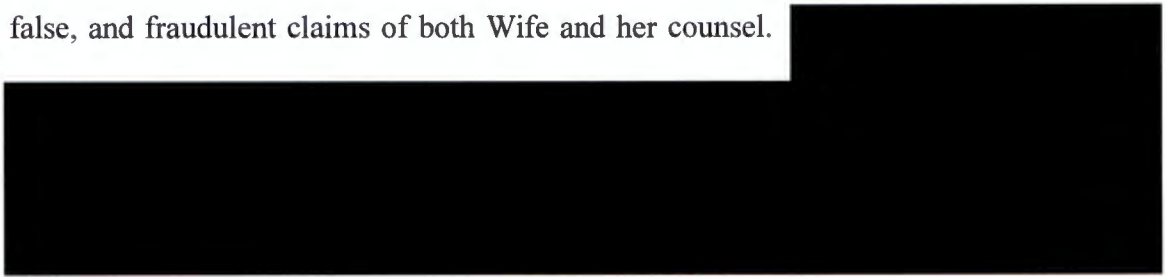


4. Per court order, both the Wife's walkthrough and thereafter her list of personal property which she requested from the marital residence, were supposed to both be completed within 10 days of the August 1st hearing date. That means that per the order of the court, the deadline for both of those tasks to be completed was on 8/11/2019. Ms. Story never even contacted Husband's counsel to begin scheduling the walk-through until 8/12/2019, already missing the deadline, requesting the walkthrough on the on the 13th or 14th, days later after the court ordered deadline. Yet Wife's counsel still finds it necessary and appropriate to legally blame, bash, and harass me with her litigious accusations, twisting information to make me sound as if I'm the party who failed to adhere to the timelines ordered by the court. Again, Husband respectfully requests that the court take action to discipline Ms. Story, to correct her actions, and change her future narratives to much less frequent and less hostile, and to work on improving her accuracy some, while reducing her slander of Husband's name and his character, both which Husband finds highly offensive, and which is harmful to Husband's mental and emotional health.

a Husband respectfully asks the court to please not allow Wife back on or inside the marital property, unless the court should choose to first terminate the Order of Protection Ex Parte, obtained by Wife's completely fraudulent testimony, so not to interfere with Husband's packing, by forcing Husband to vacate his home again, prior to either his move by September 15th, if approved by the court, or until after

the auction is finalized and the court provides Husband with the funds from the sales proceeds, necessary for Husband to move and obtain lodging here locally

5. Husband respectfully requests that he be awarded all his attorney's fees hence far, totaling around \$13k, most of which Husband borrowed from his elderly mother, as Husband has not even reached responding to the divorce complaint yet, but all \$13k in legal costs have been exhausted simply to protect Husband from the harassing, abusive, false, and fraudulent claims of both Wife and her counsel.



6. To date, absolutely no delays of process have been due to the fault of the Husband, despite the deceitful claims of Wife and her counsel. Husband's first counsel failed to perform, though Husband was promised a draft to his Answer & Counter Complaint, which Husband has still never seen to this day. Absolutely no documents were filed, except for an extension to the temporary OP, so that Husband could gather a shocking amount of evidence, to hopefully dissolve the matter, but the continued failures to perform by Ms. Gates, forced Husband to borrow another \$5k from his mother to hire Husband's second set of counsel, with only two work days remaining to respond to both the fraudulent OP claims, as well as the order to sell my home. The two largest decisions in my life to date, with only two days to respond, while Ms. Story absolutely refused agree to an extension for my incoming counsel, in either of the monumental and immediate matters. As such I see not why she is carrying-on about any delays or failure to perform on my part, except again to assassinate my character and to litigiously harass and abuse me.

a I respectfully request that the court order Ms. Story to attend a legal ethics class, to encourage her to be more honest, sincere, and kind in her legal motions. Such abuse by legal process is absolutely barbaric and intolerable.

b Husband prays that the court will defend him in regard to Ms. Story's abusive treatment, and/or that she be replaced by another member of her firm in this matter, having failed to act as her office should require.

c Husband has no objection to waiving the Mediation, as Wife has made it clear to Husband that she is in no way wanting to participate in any collaboration, mediation, or any other fair, neutral third-party assisted solution, or we would be divorced by now. Wife is only interested in a judgment, and refuses to settle by any other means, despite having filed bankruptcy, and the dire financial condition of both parties.

i For the purpose of again correcting the narrative of Ms. Story's verbal attacks by legal process, Husband wants to clarify that Wife's desire to skip mediation has nothing to do with her fear of Husband, especially for the ridiculous benefit of being mindful of the safety of everyone else involved in the process. I've never been more falsely harassed by anyone, and again, I appeal to the court to please intervene.

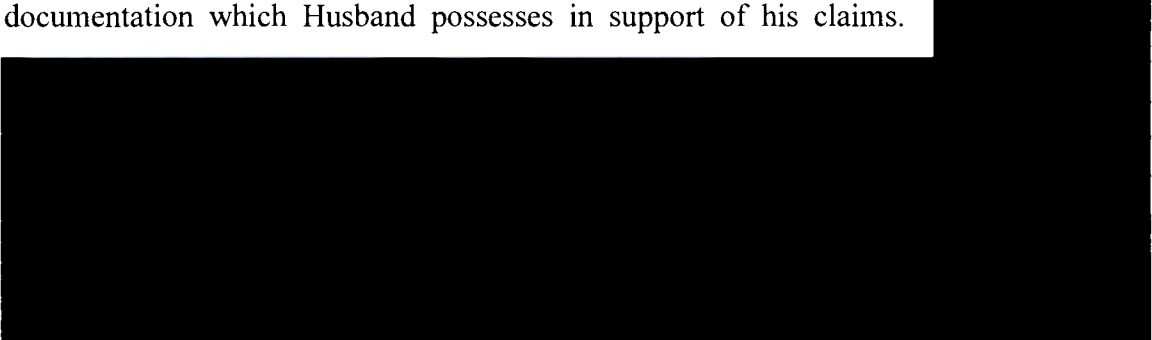
ii The real reason why Wife has refused every attempt to sit down at the same table with Husband and work towards a fair solution, has absolutely nothing to do with Husband's words,

the intensity of his presence, or any pressure which Husband could emotionally inflict upon Wife.

iii The reason is because Husband is the one person in the entire World, which Wife really struggles looking in the eyes and lying to, about her fraudulent, victimized narrative, since Husband was THERE with Wife, and remembers vividly what really happened and what did not. In contrast, most other people take Wife at face value, seeing her obviously distraught, disheveled, and injured impressions, not realizing that the majority of what they are being told, is either a really twisted version of the truth, or an absolute lie. While the signs of abuse which she portrays, some of which are real, but are self-inflicted, and never ceasing, by Wife's relentless desire to discard Husband without a penny of alimony, vocational rehabilitation, a roof over his head, or food for his belly. Wife is absolutely destroying herself, fighting to be what she calls "free" or "independent", unwilling to recognize or accept any financial obligation, responsibility, or reparations for the impact which she has had upon the Husband's life, as it lies all in ruins now, and in two months another family will be living in the home which Husband invested the proceeds of his entire life, both financially, and in labor.

7. Husband can't apply for any insurance, until Husband has either obtained vocational rehabilitation and subsequently found gainful employment, or until Wife starts paying adequate alimony to pay for said insurance, as well as meeting some of Husband's other real financial needs, such as purchasing food, paying for meds counseling, etc... Should the court be willing to order such support for Husband, then providing the sum is adequate, Husband will be happy to apply for such independent health insurance.

8. The reality is, that contrary to Wife, Husband can definitively prove each and every word written in this response and counter motion. Husband has put forth an absolutely exhaustive effort to provide the court with some of the information which Husband feels may be pertinent to helping the court discern whether Husband or Wife is presenting the truth to the court. At the same time, this is probably 1/100th of the documentation which Husband possesses in support of his claims.



As we are both completely broke, as recovery is realistically not even plausible for Husband, though his financial independence hopefully is, with some structured support and vocational training, leading to a technical certification or license in a progressive field, with vocational opportunities in the area which Husband resides. Continuing with this matter in the court is harmful to all parties, despite Wife's inability to stop injuring herself, and consequentially Husband, since Husband will never be able to focus, with his

handicaps (ADHD, OCPD, GAD, Sleep Disorder) as long as Husband's life is on trial, and due to Husband's financial shortcomings, and Wife's refusal to pay, Husband shall have no choice moving forward except to represent himself.

So at the end of the day, we can either continue as we have here today, for likely the next three years, forcing Husband to put recovery, rehabilitation, and all progress to rebuild his life on hold, until Husband no longer needs to "play lawyer", so that he can focus upon rebuilding some semblance of his life. Husband has serious concerns, about the proceeds from the sale being parked with the court for very long, since Wife's abusive and litigious counsel works right across the street from the courthouse, while Husband will not be in state or able to adequately defend himself.

Furthermore, Husband is absolutely terrified to drive over the Cincinnati bridge, as wife can well testify. Husband has not driven over that bridge in a decade, and the last time Husband had a serious panic attack, and nearly passed out while driving a U-Haul with Wife.

So Husband's only options are either to take enough Xanax that he can probably drive over the bridge safely, to then need to shortly thereafter find a place to park and sleep it off, or to have someone else who can drive Husband over the bridge, of which Husband knows of no volunteers (mother is now too old for that drive). Therefore, due to these exceptionally complex and harmful consequences for both parties, to continue in court any longer, Husband asks that the court make an exceptional modification to protocol, and provide to Husband and Wife a full and final divorce, here today, upon the grounds of

irreconcilable differences, and determine as fair of a financial settlement between the parties as the court is realistically equipped with the information it has, including the exhibits provided herein. Should the court be willing to grant us a final divorce today, but require more time to review the abundance of documentation provided, which is honestly completely unbiased, and to issue said settlement in the near future, without requiring another court appearance, Husband would be very welcoming to such an outcome as well.

Despite Husband's real need for support in this matter, Husband needs even more to never need to drive back over the Cincinnati bridge, to continue this violent process against each other and our own persons. For reason of mental and physical health, I beg the court to end this once and for all today, to save us all the next three years of our lives, wrestling over breadcrumbs. Husband's requests for a settlement approximately half of what the parties previously discussed, planned, and verbally agreed upon, is outlined below, which Husband respectfully asks the court to consider granting. Should the court decide to grant less to Husband, then Husband shall find no need to object or file further motions, Husband shall gratefully accept whatever the court finds fair. Husband does request that the court not decide upon any judgment which can be modified, altered, or which leaves the door open for future litigation, by either party. Else Husband fears that this case shall perpetually carry on forever, costing both parties more than either party can financially, emotionally, and mentally afford.

Although settlements are typically reached between opposing counsel; due to the abusive manner in which Ms. Story has presented herself throughout her filings in this case,

Husband respectfully requests that the court make an exception here to help protect Husband from needing to sit with Ms. Story and endure her condescending narrative and tone. Instead Husband simply requests that the court make a full and final determination, without any further negotiations or litigation between the parties.

Therefore, should the court not find Husband's request to be in the best interest of both parties, as well as of that of the court, Husband is reasonably certain that he'll never realistically see or benefit from any of the proceeds from the sale of his home. As Wife's counsel and other demands nibble away at it, beyond the practical reach of Husband. Whereby losing his retirement savings, and everything which Husband has earned during his lifetime, which would be one final travesty to end this absolutely toxic divorce.

Yet whatever it must be, so be it. Husband just asks the court for fair and reasonable consideration, and to end this nightmare once and for all. So, Husband can focus on what lies ahead, returning from where he once came, but has been fortunate not to need to leave since reaching adulthood.

Should the court have any questions or need any information, please feel free to ask. Husband can be emailed directly at [REDACTED] A mountain of documentation pertaining to the marriage is available upon your request.

Thank you for accepting this late filing, and earnestly considering the plethora of complex findings contained herein.

WHEREFORE, Husband would respectfully request that:

1. The court order a full and final divorce to Husband and Wife, on the grounds of Irreconcilable Differences. ~~The Order of Protection be made permanent and that Husband be required to pay her attorney's fees for having to bring this Motion.~~

2. That the Temporary Order of Protection be terminated. Husband is willing to sign a "Hold Harmless" with Wife, which can be styled to include both of our families, our employers, etc... so to protect both parties from either defaming them or publishing anything online about them, for the rest of our lives. Not requiring yearly renewal as with an Order of Protection, and also not injuring Husband's vocational potential, like an Order of Protection.

3. If for any reason the court is not willing to terminate the Temporary Order of Protection, Husband respectfully requests that it only apply to Davidson and Williamson Counties, and that it not be converted into a full order, so not to affect Husbands employment potential. (Husband's firearms are located in a friend's gun vault in Goodlettsville. Husband needs to be able to legally pick them up in the U-Haul, while driving North toward Michigan, as Husband moves there for the foreseeable future.)

4. That the court divide any proceeds remaining from the sale of the home 50/50, while ordering both parties to continue assuming responsibility for the debts in their respective names. [REDACTED] Husband requests that his half of the split be paid directly to his mother, "Marsha A. Fenton" [REDACTED] [REDACTED] to help setup a trust for the future needs of Husband, educationally or otherwise. (Provided there is enough money to justify doing so.)

5. That in addition to the 50/50 split requested above, that the court repay Husband's mother, "Marsha A. Fenton" [REDACTED] \$10,000 directly out of Wife's

share of the sale proceeds, prior to paying any other debts, obligations, or creditors, except for the two mortgages. This is to reimburse Husband's mother for the expense of defending Husband against these totally unnecessary litigious claims, without even addressing the divorce yet in a conventional manner. Wife had previously assured Husband that she was finished with her litigious assaults, yet Wife still elected to execute her largest, most unfair, brilliant, but absolutely devastating legal assault upon Husband to date, again, without a moments warning. Husband therefore request the court to order Wife to repay Marsha A. Fenton for her resulting losses.

6. That at least a sum of \$21,000 be paid to Husband's mother, Marsha A. Fenton, to repay Husbands debts to her, prior to paying off any other debts, obligations or creditors, except as stated herein.

7. That the court payoff the outstanding balances to Husband's legal counsel \$8,600 to Marty Duke and \$2,579.39 to Schaffer Law Firm, directly out of Wife's share of the sale proceeds, immediately following the repayment of Husband's mother, prior to paying off any other debts, obligations or creditors, except as stated herein.

8. That the court award Husband transitional alimony, which the court automatically deducts from wife's paycheck, in the amount of \$1,000 per month, for a period of four years, and wife be ordered to have her bankruptcy plan modified to compensate for this.

9. If there are any emergencies where Wife cannot legally pay alimony for any reason, that all missed payments be added onto the end of the four years, so that the overall benefit to Husband is not diminished in the end. (With the proposed alimony of \$1,000 per

month for a period of 4 years, that would equal a total alimony to be paid by Wife to Husband, of \$48,000.)

10. That after the full four year term of alimony is paid, by Wife to Husband, after having made up for any months missed throughout, that Wife should owe Husband, no more alimony or support of any kind, ever again, regardless of Husband's health, need or any other circumstances, conditions, or factors.

11. That Wife's employer keep Husband insured, as Mr. Ken Adkisson previously promised until the end of this year, or until Wife is no longer employed with that firm, whichever comes first.

12. That afterwards, Husband be responsible for his own insurance needs, without demand or oversight by this court.

13. That the court would order that neither the Wife, nor her counsel, can further litigate, sue, or harass husband, by means of legal actions or otherwise.

14. That the court order a "do not contact" on both parties for a period of one year, regarding the other.

15. That both parties execute mutual lifetime "hold harmless" agreements, to include protection both to and from their families, employers, and friends, in addition to themselves.

16. The court order the auction date to be extended by a period of three-weeks after the final litigation is entered/heard in this matter, or after a 2-month moratorium is ordered by the court, forbidding anymore legal filings, until Husband has had an opportunity to complete his move to Michigan and get settled. During which time Husband

is not to be disturbed by any of the parties in this matter, so that he can focus on packing and realistically have a chance to complete it, on such a short deadline.

17. An Order be entered allowing Wife to sign any necessary listing contracts or agreements to sell the home including closing documents on behalf of she and Husband.

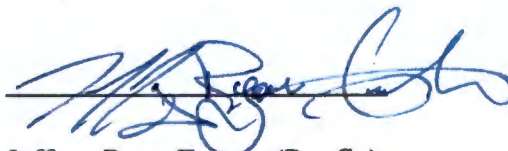
Tenn. Code § 39-16-507(a)(3) Coercion or Persuasion of Witness:

(a) A person commits an offense who, by means of coercion, influences or attempts to influence a witness or prospective witness in an official proceeding with intent to influence the witness to:

(3) ...be absent from an official proceeding to which the witness has been legally summoned.

(b) A violation of this section is a Class D felony.

Respectfully submitted,



Jeffrey Ryan Fenton (Pro Se)
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Brentwood, TN 37027
jeff.fenton@live.com
(615) 837-1300

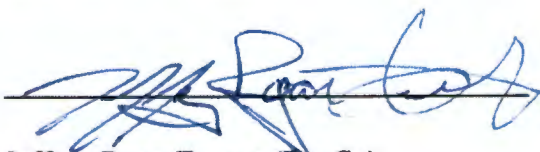
This Motion is expected to be heard on the 29th day of August, 2019 at 9:00 a.m. If no written Response to this Motion is filed and served in a time set by Local Rules of Practice, the Motion may be granted without a hearing.

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing was forwarded via email, hand-delivered, and/or first-class mail to Virginia Lee Story, Attorney for Wife, at 136 4th Avenue South, Franklin, TN 37064, on this the 29 day of August, 2019.

Tenn. R. Sup. Ct. 3.4 - Fairness to Opposing Party and Counsel:
A lawyer shall not:

(g) request or assist any person to take action that will render the person unavailable to appear as a witness by way of deposition or at trial;




Jeffrey Ryan Fenton (Pro Se)

The COA refused to consider this, instead they demanded that I write an "appellant brief" before they would consider anything further, or relief of any kind. I told the COA that I was unable (didn't know how) to write an "appellant brief" due to the overwhelming amount of fraud which took place by Story and Binkley. I provided sworn testimony to the COA that Binkley was bias, refused to hear me, and collusive with Story, making everything in #48419B VOID. I also provided sworn testimony to the COA that Story was excessively abusive, violated the rules of conduct almost non-stop, and that Binkley and Story cast harsh, punitive, "default" judgments against me, after they had wrongfully evicted me from my home and driven me out of the State of Tennessee. By the illegal actions of Binkley and Story I was prohibited from physically being present in Tennessee to participate in court in person. Knowing that they had told me during court on 8/29/2019, that I could participate in the next hearing over the telephone, but once I was over the state line, they reneged on everything they said during court on 8/29/2019, which could benefit me. Per 455(a) both Binkley & Story were "disqualified" repeatedly, by their criminal misconduct. Chancery Court lost all lawful jurisdiction & authority.

UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MICHIGAN

FILED - LN

January 19, 2024 4:49 PM
CLERK OF COURT
U.S. DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
BY jlg / SCANNED BY 

CASE NO. 1:23-cv-1097

JEFFREY RYAN FENTON,

PLAINTIFF

v.

VIRGINIA LEE STORY ET AL.,

DEFENDANTS

MEMORANDUM OF LAW REGARDING COURT ACTIONS IN TENNESSEE

**Disqualification for Bias: Tenn. R. Sup. Ct. 2.11 and 28 U.S.C. § 455(a)
Coercion or Persuasion of Witness — Tenn. Code § 39-16-507(a)(3) FACTS**


FACTS AND BACKGROUND

1. Defendants orchestrated a scheme by which Plaintiff’s ex-wife, Ms. Fenton, had secretly defaulted upon their mortgage payments and then filed for bankruptcy without notice to Plaintiff.¹ Then they motioned for the forced sale of the marital residence² in the Williamson County Chancery Court in Tennessee (hereinafter “Chancery Court”), where the case was “fixed³,” rather than seeking the sale of the marital residence in the U.S. Bankruptcy Court for

¹ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-30, PageID.1760-1761

² https://rico.jefffenton.com/evidence/2019-07-17_chancery-motion-to-sell-marital-residence.pdf

³ https://rico.jefffenton.com/evidence/2022-02-01_fenton-affidavit-of-story-binkley-fraud-on-court.pdf

Initials: 

the Middle District of Tennessee⁴ (hereinafter “Bankruptcy Court”) as was required by federal law.

2. The Chancery Court usurped—or the Bankruptcy Court abdicated—jurisdiction⁵ over the marital home, in violation of 28 U.S. Code § 1334(e)(1),⁶ which states: “The district court in which a case under title 11 is commenced or is pending shall have exclusive jurisdiction—of all the property, wherever located, of the debtor as of the commencement of such case, and of property of the estate.”

3. Furthermore, the motion to sell the marital residence was “core” to the bankruptcy, which merely reinforces the fact that a federal court was required to hear the proposed property deprivation in order to provide Plaintiff and his two lawful tenants/roommates with “adequate protection” throughout the bankruptcy.

4. In addition to that, the bankruptcy action was on its face fraudulent, with false details about Plaintiff’s⁷ and Ms. Fenton’s property interests⁸ in the marital residence⁹, which also fraudulently concealed Ms. Fenton’s domestic support obligations¹⁰ that previously

⁴ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1874-1924

⁵ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1882 (See e.g., *In re Palmer*, 78 B.R. 402, 405-06 (Bankr. E.D.N.Y. 1987))

⁶ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1882

⁷ https://rico.jefffenton.com/evidence/2011-04-29_1986-sunnyside-brentwood-tn-deed.pdf

⁸ https://rico.jefffenton.com/evidence/2011-04-29_fenton-marital-residence-tenancy-by-entirety.pdf

⁹ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-12, PageID.479 ~ ECF No. 1-13, PageID.596

¹⁰ https://rico.jefffenton.com/evidence/2018-10-27_verbal-settlement-agreement.pdf

existed¹¹, Plaintiff actively needed, and had been agreed upon and promised into the future¹².

5. Furthermore, on Ms. Fenton's Chapter-13¹³ bankruptcy petition (Case: 3:19-bk-02693), Doc 1, Page 27 of 50, entered on 4/26/2019, paragraph 13 asked, "Do you expect an increase or decrease within the year after you file this form?" The choice checked on Ms. Fenton's bankruptcy petition was "No",¹⁴ but that is false and is further evidence of the bankruptcy fraud planned and executed by a conspiracy between her two teams of counsel, working in state and federal bankruptcy courts concurrently.

6. On August 30th, 2018, during Plaintiff's and Ms Fenton's prior negotiations for an amicable divorce with collaborative divorce professional Sandy Arons¹⁵, MBA, Ms. Fenton sent Plaintiff and Ms. Arons an email¹⁶ stating in part, "*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.*"

7. This was the triggering event for Ms. Fenton's scheduled financial demise, planned along with her bankruptcy by her counsel in both state and federal courts to avoid paying Plaintiff the \$1,750¹⁷ in "transitional alimony" for a duration of six years, as had been previously agreed.

¹¹ https://rico.jefffenton.com/evidence/2018-05-02_family-budget-living-apart.pdf

¹² https://rico.jefffenton.com/evidence/2018-10-27_verbal-settlement-agreement.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-26, PageID.1317-1318)

¹³ https://rico.jefffenton.com/evidence/2019-08-14_bankruptcy-planned-for-when-employer-retires.pdf

¹⁴ https://rico.jefffenton.com/evidence/2019-04-26_bankruptcy-planned-for-when-employer-retires.pdf

¹⁵ https://rico.jefffenton.com/evidence/2023-12-31_declaration-about-arons-and-associates.pdf

¹⁶ https://rico.jefffenton.com/evidence/2018-08-30_wife-notifies-about-employers-retirement.pdf

¹⁷ https://rico.jefffenton.com/evidence/2018-10-27_verbal-settlement-agreement.pdf

8. Any action planted squarely inside a fraudulent action in another court, especially for the express purpose of intentionally deceiving both courts while circumventing the rights and protections required to be obeyed in that court prior to the deprivation of the property, is fraud sowed upon fraud and can beget nothing other than fraud compounded.

9. The reason certain defendants chose this route was because they wanted to force the sale of the marital residence, but Plaintiff had lawful possession of the property and was not at all agreeable with selling it. Plaintiff's life, shelter, income, and ability to rebuild his independence and recover after their divorce, as well as his ability to maintain and enjoy a lifestyle to which he had both earned and become accustomed, along with any realistic possibility of him ever being able to retire, all hinged upon the Plaintiff retaining—not relinquishing—his investments in the marital residence¹⁸.

10. The Chancery Court was specifically forbidden from exercising jurisdiction over the property¹⁹ because it was included in a federal bankruptcy estate that instantly formed the moment the bankruptcy was filed, which happened thirty-nine days before any action had been filed in Chancery Court and ninety-seven days before Plaintiff's first hearing before defendant Binkley.

11. Plaintiff and his tenants²⁰ were due notice and a hearing in federal court per the

¹⁸ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-12, PageID.518 ~ ECF No. 1-13, PageID.542

¹⁹ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1895

²⁰ https://rico.jefffenton.com/evidence/2019-03-26_fenton-sunnyside-roommate-lease-merriman.pdf
https://rico.jefffenton.com/evidence/2019-04-09_fenton-sunnyside-roommate-lease-garcia.pdf

Federal Rules of Bankruptcy Procedure (Rule 7001) and subsequent federal bankruptcy laws²¹.

12. Had this been done legally, it would have ultimately led to the Bankruptcy Court requiring the bankruptcy trustee to remove Ms. Fenton as the “Debtor in Possession” (because she was not “in possession”) and removing the marital residence from Ms. Fenton’s secret “Bankruptcy Estate” as a “Burdensome Asset”.

13. Per 11 U.S.C. § 363²² - Use, sale, or lease of property, subsection (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— (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;” (emphasis added). Under the circumstances, this was impossible.

14. The interests of both Plaintiff²³ and his tenants²⁴ outweighed any potential benefit to the bankruptcy estate. The home auctioned only for the amount of the mortgages, plus auctioning and closing costs. Plaintiff was able and willing to bring the mortgages current and keep them current with the help of his family, but defendant Story refused, saying that it was

²¹ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1874-1924

²² Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1898, PageID.1903-1906

²³ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-12, PageID.479 ~ ECF No. 1-13, PageID.596

²⁴ https://rico.jefffenton.com/evidence/2019-04-09_fenton-sunnyside-roommate-lease-garcia.pdf
https://rico.jefffenton.com/evidence/2019-03-26_fenton-sunnyside-roommate-lease-merriman.pdf

“too far along in the bankruptcy.” This was a violation of due process as well as federal bankruptcy laws—and ultimately both state and federal constitutions.

<p>Adversary Proceeding in Federal District or Bankruptcy Court</p> <p>The Trustee was required to provide Plaintiff and his two tenants/roommates with notices & hearings in federal court. Plaintiff had the following valid property interests: legal title, ownership, controlling, possession/enjoyment/use, beneficial, equitable, exclusion, investment, income, future. Plaintiff’s tenants had secure one-year leasehold interests.</p> <p>Rule 7001. Scope of Rules of Part VII</p> <p>An adversary proceeding is governed by the rules of this Part VII. The following are adversary proceedings:</p> <p>(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;</p> <p>(2) a proceeding to determine the validity, priority, or extent of a lien or other interest in property, but not a proceeding under Rule 3012 or Rule 4003(d);</p> <p>(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;</p> <p>(4) a proceeding to object to or revoke a discharge, other than an objection to discharge under §§727(a)(8),¹ (a)(9), or 1328(f);</p> <p>(5) a proceeding to revoke an order of confirmation of a chapter 11, chapter 12, or chapter 13 plan;</p> <p>(6) a proceeding to determine the dischargeability of a debt;</p> <p>(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;</p> <p>(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;</p> <p>(9) a proceeding to obtain a declaratory judgment relating to any of the foregoing; or</p> <p>(10) a proceeding to determine a claim or cause of action removed under 28 U.S.C. §1452.</p>	<p>§ 363. Use, sale, or lease of property skipped</p> <p>(b)(1) The trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate, trustee may not sell or lease personally identifiable information to any person unless—</p> <p>(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. (skipped)</p> <p>(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—</p> <p>(1) applicable nonbankruptcy law permits sale of such property free and clear of such interest; (failed)</p> <p>(2) such entity consents; (failed)</p> <p>(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.</p> <p>(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— (failed)</p> <p>(1) partition in kind of such property among the estate and such co-owners is impracticable;</p> <p>(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;</p> <p>(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; and (failed)</p>
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15. The Chancery Court only acted as though they heard and decided one issue allegedly based upon the merits²⁵, that being the “Motion to Sell the Marital Residence²⁶” filed by defendant Story on 7/17/2019.

16. The other filings by defendant Story²⁷, including and/or leading to the divorce decree²⁸ (whereby they refused to even begin discovery) and the order of protection²⁹, which was filed in bad faith, for ulterior purposes³⁰, and with false claims, leveraged an “unsigned personal testimony³¹” allegedly by Ms. Fenton.

17. Plaintiff was never notified that the mortgages had entered default³², nor that Ms. Fenton had filed for bankruptcy³³. Defendant Story also synchronized events to abruptly terminate all spousal support previously paid to Plaintiff, immediately upon service of process for the divorce. Defendants Ausbrooks and Story concealed Ms. Fenton’s voluntary role as the family’s primary breadwinner from 2011-2019 along with the fact that she had paid spousal

²⁵ https://rico.jefffenton.com/evidence/2019-08-01_chancery-court-order-with-counsel.pdf

²⁶ https://rico.jefffenton.com/evidence/2019-07-17_chancery-motion-to-sell-marital-residence.pdf

²⁷ https://rico.jefffenton.com/evidence/2019-10-21_fraudulent-final-affidavit-by-virginia-story.pdf

²⁸ https://rico.jefffenton.com/evidence/2019-10-21_chancery-final-decree-of-divorce.pdf

²⁹ https://rico.jefffenton.com/evidence/2019-10-21_order-of-protection-as-illegal-prior-restraint.pdf

³⁰ https://rico.jefffenton.com/evidence/2021-03-21_knox-news-binkley-threatens-prior-restraints.pdf

https://rico.jefffenton.com/evidence/2021-03-21_knox-news-binkley-threatens-prior-restraints.mp4

<https://www.knoxnews.com/story/news/crime/2021/03/22/tennessee-appeals-court-pulls-judge-michael-binkley-casey-moreland-brian-manookian/4450016001/>

³¹ https://rico.jefffenton.com/evidence/2019-06-20_wifes-false-unsigned-personal-testimony-for-op.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-31, PageID.1805-1808)

³² https://rico.jefffenton.com/evidence/2018-04-23_wife-locked-plaintiff-out-of-financial-accounts.pdf

³³ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-30, PageID.1760-1761

support³⁴ and promised to pay substantial alimony³⁵ after the divorce. This fact was withheld from both courts, while counsel colluded in bad-faith and falsified her bankruptcy filing.

18. Plaintiff was forced to release his counsel³⁶ and proceed *pro se*, after exhausting \$9,500 to primarily defend against malicious predatory claims,³⁷ while the actual divorce itself had yet to proceed in any meaningful way and was instead never actually litigated according to law.

19. An alleged violation of the “*Exparte* Order of Protection” related to an emotional post Plaintiff made on Facebook, which he quickly deleted after being notified by his mother it could be misinterpreted, was leveraged by certain defendants to rush Plaintiff back into Chancery Court.

20. In court defendant Story stated, “Your Honor, the motion that we are here on today is a motion for violation of the order of the court that was August 14th of '19... I am not here today to argue about that motion necessarily. The more pressing matter... was the deadlines for getting this house sold.”

21. Defendant Story continued, “What is obvious, Your Honor, is you’re going to have to set a date for him to be out... he’s got to be out for them to get this place ready to go... I

³⁴ https://rico.jefffenton.com/evidence/2018-05-02_family-budget-living-apart.pdf

³⁵ https://rico.jefffenton.com/evidence/2018-10-27_verbal-settlement-agreement.pdf

https://rico.jefffenton.com/evidence/2023-12-31_declaration-about-arons-and-associates.pdf

³⁶ https://rico.jefffenton.com/evidence/2019-08-02_attorneys-miller-duke-retainer-exhausted.pdf

³⁷ https://rico.jefffenton.com/evidence/2019-07-26_attorney-gates-failed-to-perform.pdf

have seen correspondence where he said September 1st.” (Defendant Story actually proposed September 1st in an email with Plaintiff’s prior counsel, Plaintiff never mentioned or agreed to such.) “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... Off the property. And I don’t think he needs to take any property.”

22. During the hearing on August 29, 2019³⁸, in Chancery Court, defendants Story and Binkley collaborated to issue an order wrongfully evicting Plaintiff from his home, with only a five-day notice, while depriving him of taking his personal property. Defendant Story fraudulently claimed, “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.” (Transcript page 6, lines 20-23).

23. This was clearly false, as defendant Story knew, since Plaintiff had emailed her the night prior to correct those false claims (which she had voiced to his prior counsel), in hopes of preventing more defamatory fraud upon the court by officers of the court.

24. In fact, defendant Story’s Complaint for Divorce filed in Chancery Court, docket #48419B, on June 4, 2019, stated in section 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.” (emphasis added, Transcript of

³⁸ https://rico.jeffenton.com/evidence/2019-08-29_chancery-hearing-transcript-audio-markers.pdf
https://rico.jeffenton.com/evidence/2019-08-29_chancery-hearing-audio-recording.mp3

Evidence, Page 2, Section 4).

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.

[Faint, illegible text]

**Wife's Complaint for Divorce, Page 2, Section IV
Case 1:23-cv-01097-PLM-RSK, ECF 1-17, PageID.648**

25. Every nagging attempt that defendant Story made to convert Plaintiff's personal property back into marital property—while Ms. Fenton's personal property was already removed and separate—was purely fraud.

26. Furthermore, defendant Story had twice provided lists to Plaintiff's prior counsel, once in an email dated 8/2/2019 and a second time in a letter on 8/23/2019 (after the scheduled walk through, ordered by the court), containing the personal property that her client wanted and that still remained at the marital residence.

27. There was only *one* marital property item of contention, which was a three-year-old television costing \$1,000 when it was purchased new. Nothing was sold within the statutory injunction since the divorce had been filed, as Plaintiff had already informed defendant Story, yet she had no interest in the truth. This was a flagrant violation of defendant Story's oath of office, fraud upon the court, obstruction of justice, financial exploitation of vulnerable person (Tenn.

Code § 39-15-502), destruction of and tampering with governmental records (Tenn. Code § 39-16-504), and coercion or persuasion of witness (Tenn. Code § 39-16-507).

28. Defendant Story used this lie with the assistance of defendant Binkley to forcefully take Plaintiff's home³⁹ and subsequently render him destitute and homeless, knowing that this would force his geographic displacement nearly 600 miles away in Michigan to seek shelter⁴⁰ and provisions from his elderly mother.

29. Defendant Story's claims were a direct departure from the dialog during the 8/1/2019 hearing⁴¹, along with the subsequent court order⁴². Prior to needing to release his counsel (due to financial constraints), Plaintiff was allowed to remain in the marital residence until the auction provided both replacement housing along with the money necessary to move.

30. In fact, the "Ex Parte Order Of Protection Extended Pending Final Hearing And Order Granting Motion To Sell Marital Residence" from the 8/1/2019 hearing, filed for entry on 8/14/2019, clearly states the following (Chancery Court #48419B, Technical Record, Pages 110-112): "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

³⁹ https://rico.jefffenton.com/evidence/2019-10-21_chancery-final-decree-of-divorce.pdf

⁴⁰ https://rico.jefffenton.com/evidence/2019-07-29_response-to-wifes-motion-to-sell-residence.pdf

⁴¹ https://rico.jefffenton.com/evidence/2019-08-01_chancery-hearing-transcript.pdf

⁴² https://rico.jefffenton.com/evidence/2019-08-01_chancery-court-order-with-counsel.pdf

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.”

31. Therefore, every party from the Tennessee appellate court⁴³ to the administrative office⁴⁴ should have easily discerned the foul-play⁴⁵ by the defendants Story and Binkley since Plaintiff expressly advised them of such and as evidenced in his claims, motions, and requests for help, made to them. Plaintiff provided both transcripts of evidence along with the subsequent court orders, while clearly articulating the discrepancies. Yet despite Plaintiff’s damages and the fact that Plaintiff would remain destroyed for many years to come (due to the fraudulent six-year, out-of-jurisdiction, bad-faith⁴⁶, *default* “Order of Protection”), no court, judge, department, or party chose to intervene and mitigate Plaintiff’s damages, or the cost of the entire suit for the state and all parties herein. They likewise refused their supervisory duties over lower court judges per the judicial canons, violated their oaths of office, and failed to correct or report both

⁴³ https://rico.jefffenton.com/evidence/2021-01-19_fenton-seeking-help-tnsc-coa-aoc-bpr-fbi-ustp.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-29, PageID.1665 ~ ECF No. 1-30, PageID.1793)

⁴⁴ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-29, PageID.1665-1681, PageID.1699-1703)

⁴⁵ https://rico.jefffenton.com/evidence/2021-12-02_fbi-mark-shafer-binkley-story-corruption.pdf
https://rico.jefffenton.com/evidence/2021-12-02_fbi-mark-shafer-binkley-story-corruption.mp3
https://rico.jefffenton.com/evidence/2022-02-01_fenton-affidavit-of-story-binkley-fraud-on-court.pdf

⁴⁶ https://rico.jefffenton.com/evidence/2019-10-21_fraudulent-final-affidavit-by-virginia-story.pdf

judicial and attorney misconduct⁴⁷, which is the responsibility of every bar member.

32. During the 8/29/2019 hearing⁴⁸, Plaintiff asked, “Just as a question, were we saying that I disobeyed the Court order?” To which defendant Binkley answered, “No, no, we don’t have anything like that really in front of us...” (Transcript page 11, lines 2-6)

33. Once Plaintiff was forced to represent himself *pro se*, everything changed, while defendants Story and Binkley took turns “tag-teaming” him.

34. Plaintiff asked what he had “done wrong to receive that kind of treatment,” informing the Chancery Court that his “wife had two months to move out.” (Transcript page 17, lines 4-6).

35. Defendant Binkley responded, “Sir, we have already talked about all that. We had a previous hearing. We have a previous Court Order. You’re representing yourself. You’re assuming to know everything we’ve already talked about. I’m not going to go over it with you and spend four hours –” (Transcript page 17, lines 7-12).

36. Plaintiff reminded defendant Binkley, “On the last Court Order⁴⁹ you said that I could take my stuff with me after the ten-day walkthrough. That’s what your last Court Order said, and I would like to be able to do that.” (Transcript page 18, lines 18-21).

⁴⁷ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-40, PageID.2068-2090 (<https://tnjudicial.org/c/a/jrf102.pdf>)

⁴⁸ https://rico.jeffenton.com/evidence/2019-08-29_chancery-hearing-transcript-audio-markers.pdf

https://rico.jeffenton.com/evidence/2019-08-29_chancery-hearing-audio-recording.mp3

⁴⁹ https://rico.jeffenton.com/evidence/2019-08-01_chancery-court-order-with-counsel.pdf

https://rico.jeffenton.com/evidence/2019-08-01_chancery-hearing-transcript.pdf

37. Defendant Binkley demanded, "...Your personal items, sir. You're not stupid. Listen, please. Your personal items are your clothes, your personal jewelry, and that's it." (Transcript page 19, lines 2-5).

38. Plaintiff asked, "My bed or my furniture?" (Transcript page 19, line 6).

39. Defendant Binkley demanded, "No, sir. I'm going to say it for the third time. No furniture, no furnishings, no nothing." (Transcript page 19, lines 2-5).

40. Again, Plaintiff attempted to correct defendant Binkley: "That's not what you said in the last order." (Transcript page 19, lines 10-11).

41. Defendant Binkley proceeded to chastise Plaintiff, "Sir, you're not paying attention. You're not listening to what has happened. You're not paying attention to anything. And I'm not going to spend three or four hours here at the—just trying to be nice to you and go through everything again. I'm just not going to do that. You're expected to know all of this. Now, you're choosing to represent yourself. There's not a thing that I can do about that." (Transcript page 19, lines 12-21).

42. In fact, Plaintiff *was* paying attention to what had happened and was correct—that defendants Story and Binkley were committing fraud on the court.

43. Upon receipt of the subsequent court order, Plaintiff saw significant discrepancies in the written order from what had taken place in the Chancery Court the day prior.

44. Giving defendants Story, Binkley, and Chancery Court the benefit of the doubt that possibly it could have been an honest error, Plaintiff tried emphatically to contact the

Chancery Court, defendants Binkley and Story, in an emergency effort to reconcile the discrepancies before further damage was done, but was ignored and denied.

45. The Chancery Court ordered Plaintiff's eviction with just a five-day notice, over a holiday weekend.⁵⁰ Executed and enforced by four sheriff's deputies from the County. The deputy sheriffs were actually leveraged by the defendants Story and Binkley to execute and then enforce multiple criminal felonies against Plaintiff on behalf of defendants Story and Binkley. This was unconscionable, and the refusal by the courts and the state to help cure this atrocity is beyond words.

COURT RULES⁵¹

46. The wrongful eviction was also a violation of at least the following Rules of Professional Conduct:

- (1) Tenn. R. Sup. Ct. 3.4(e)(1) Fairness to Opposing Party and Counsel — allude to any matter that the lawyer does not reasonably believe is relevant or that will not be supported by admissible evidence, (g) request or assist any person to take action that will render the person unavailable to appear as a witness by way of deposition or at trial
- (2) Tenn. R. Sup. Ct. 3.5(e) Impartiality and Decorum of The Tribunal — engage in conduct intended to disrupt a tribunal.
- (3) Tenn. R. Sup. Ct. 8.4 MISCONDUCT (a) violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another; (b) commit a criminal act that reflects adversely on the lawyer's honesty, trustworthiness, or fitness as a lawyer in other respects; (c) engage in conduct involving dishonesty, fraud, deceit, or misrepresentation; (d)

⁵⁰ https://rico.jefffenton.com/evidence/2019-08-29_chancery-court-order-once-pro-se.pdf

⁵¹ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-40, PageID.2068-2090 (<https://tnjudicial.org/c/a/jrf102.pdf>)

engage in conduct that is prejudicial to the administration of justice; (f) knowingly assist a judge or judicial officer in conduct that is a violation of applicable rules of judicial conduct or other law.

CASE LAW

47. The U.S. Supreme Court stated that “when a state officer acts under a state law in a manner violative of the Federal Constitution, he comes into conflict with the superior authority of that Constitution, and he is in that case stripped of his official or representative character and is subjected in his person to the consequences of his individual conduct. The State has no power to impart to him any immunity from responsibility to the supreme authority of the United States.” *Scheuer v. Rhodes*, 416 U.S. 232, 94 S. Ct. 1683, 1687 (1974).

48. In 1994, the U.S. Supreme Court held that “Disqualification is required if an objective observer would entertain reasonable questions about the judge’s impartiality. If a judge’s attitude or state of mind leads a detached observer to conclude that a fair and impartial hearing is unlikely, the judge must be disqualified.” *Liteky v. United States*, 510 U.S. 540, 114 S.Ct. (1994).

49. “Recusal under Section 455 is self-executing; a party need not file affidavits in support of recusal and the judge is obligated to recuse herself sua sponte under the stated circumstances.” *Taylor v. O’Grady*, 888 F.2d 1189 (7th Cir. 1989).

50. The Supreme Court has ruled and has reaffirmed the principle that “justice must satisfy the appearance of justice”. *Levine v. United States*, 362 U.S. 610, 80 S.Ct. 1038 (1960), citing *Offutt v. United States*, 348 U.S. 11, 14, 75 S.Ct. 11, 13 (1954).

51. Should a judge not disqualify himself, then the judge is in violation of the Due Process Clause of the U.S. Constitution. *United States v. Sciuto*, 531 F.2d 842 (7th Cir. 1976).

52. Acts in excess of judicial authority constitutes misconduct, particularly where a judge deliberately disregards the requirements of fairness and due process. *Gonzalez v. Commission on Judicial Performance*, (1983) 33 Cal. 3d 359, 371, 374; **Cannon v. Commission on Judicial Qualifications*, (1975) 14 Cal. 3d 678, 694.

53. “No judicial process, whatever form it may assume, can have any lawful authority outside of the limits of the jurisdiction of the court or judge by whom it is issued; and an attempt to enforce it beyond these boundaries is nothing less than lawless violence.” *Ableman v. Booth*, 62 U.S. 506 (1858).

54. “The innocent individual who is harmed by an abuse of governmental authority is assured that he will be compensated for his injury.” *Owen v. City of Independence*, 445 U.S. 622 (1980).

CONCLUSION

55. The order⁵² created and issued by defendants Story and Binkley subsequent to Plaintiff’s August 29, 2019, hearing⁵³ in Chancery Court to wrongfully evict the plaintiff, leaving him no shelter or provision within the state of Tennessee, with just five-days-notice, knowing

⁵² https://rico.jefffenton.com/evidence/2019-08-29_chancery-court-order-once-pro-se.pdf

⁵³ https://rico.jefffenton.com/evidence/2019-08-29_chancery-hearing-transcript-audio-markers.pdf
https://rico.jefffenton.com/evidence/2019-08-29_chancery-hearing-audio-recording.mp3

that he would be forced to relocate to the Michigan⁵⁴ (far beyond the jurisdiction of the state of Tennessee and the Chancery Court), was not only without question biased and discriminatory, but also a clear criminal felony, “by means of coercion, influences or attempts to influence a witness or prospective witness in an official proceeding with intent to influence the witness: to be absent from an official proceeding to which the witness has been legally summoned” (emphasis added). What defendants did was felony criminal conspiracy, obstruction of justice, and “coercion or persuasion of witness” Tenn. Code § 39-16-507(a)(3), a class D felony.

56. If not prior, once defendant Binkley helped defendant Story commit these crimes against Plaintiff, he was automatically disqualified per Tenn. R. Sup. Ct. 2.1(a)(1) and 28 U.S.C. § 455(a), (b)(1), whereupon he was immediately stripped of all lawful authority in docket #48419B. Similarly, the Chancery Court was stripped of all lawful jurisdiction to hear or decide any related matter in docket #48419B after 8/29/2019.

57. Had defendant Binkley timely recused himself, as his office required, and been replaced by another judge, or had Plaintiff not been forced beyond the lawful jurisdiction of the state of Tennessee, due to the crimes and misconduct committed against him by defendants Story and Binkley in this case, then the Chancery Court may have retained jurisdiction while assigning another judge who did not have the obvious bias and conflicts of interest possessed by

⁵⁴ https://rico.jeffenton.com/evidence/2019-07-29_response-to-wifes-motion-to-sell-residence.pdf

defendant Binkley.⁵⁵

58. However, since the Chancery Court was literally leveraged in a criminal racketeering scheme,⁵⁶ by which to strategically circumvent the Federal Rules of Bankruptcy Procedure and multiple federal bankruptcy laws⁵⁷ for the primary purpose of lawlessly depriving the plaintiff of his rights, adequate protection (as required under the federal bankruptcy laws), and his property,⁵⁸ which the Bankruptcy Court could not lawfully force the sale of, there is no active good-faith case involving the plaintiff in the Chancery Court, without fraud on the court being the primary element, cause, and purpose for the action.

59. Since such a purpose is in utter defiance of the federal rules, it cannot possibly establish and retain jurisdiction for that court and over a litigant once that litigant has relocated to another area in the country, especially subsequent to the criminal damages caused that litigant by the court itself. To entertain the possibility of a court keeping lawful jurisdiction over a litigant who was forced beyond its jurisdictional borders, to survive the criminal actions and damages caused by that court, is so far beyond absurd, Plaintiff believes that this conclusion should speak for itself.

⁵⁵ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-15, PageID.621-624, ECF No. 1-15, PageID.625, ECF No. 1-14, PageID.611 (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-14, PageID.597 ~ ECF No. 1-15, PageID.620)

⁵⁶ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1880 (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1874-1924)

⁵⁷ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1874-1924

⁵⁸ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-12, PageID.479 ~ ECF No. 1-13, PageID.596

60. Every action taken by the Chancery Court in docket #48419B⁵⁹ is *void*, always has been, always will be, and must be vacated as a matter of law, in the interest of justice.

61. Pursuant to 28 U.S. Code § 1746, I declare under penalty of perjury that the foregoing is true and correct, except as to matters herein stated to be on information and belief, and as to such matters, I certify as aforesaid that I verily believe the same to be true, and I further declare that Ms. Fenton's "unsigned personal testimony"⁶⁰ in docket #48419B, technical records volume-1, pages 15-16, filed in the Chancery Court along with her Petition for an Order of Protection⁶¹, is fraudulent and substantially false.

January 18, 2024


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⁵⁹ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-17, PageID.641 ~ ECF No. 1-26, PageID.1369

⁶⁰ https://rico.jefffenton.com/evidence/2019-06-20_wifes-false-unsigned-personal-testimony-for-op.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-17, PageID.661-662)

⁶¹ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-17, PageID.655-678

1

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 HOBBS' 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.

28 U.S.C. § 455

Section 455 - Disqualification of justice, judge, or magistrate judge

- (a) Any justice, judge, or magistrate judge of the United States shall disqualify himself in any proceeding in which his impartiality might reasonably be questioned.
- (b) He shall also disqualify himself in the following circumstances:
- (1) Where he has a personal bias or prejudice concerning a party, or personal knowledge of disputed evidentiary facts concerning the proceeding;
 - (2) Where in private practice he served as lawyer in the matter in controversy, or a lawyer with whom he previously practiced law served during such association as a lawyer concerning the matter, or the judge or such lawyer has been a material witness concerning it;
 - (3) Where he has served in governmental employment and in such capacity participated as counsel, adviser or material witness concerning the proceeding or expressed an opinion concerning the merits of the particular case in controversy;
 - (4) He knows that he, individually or as a fiduciary, or his spouse or minor child residing in his household, has a financial interest in the subject matter in controversy or in a party to the proceeding, or any other interest that could be substantially affected by the outcome of the proceeding;
 - (5) He or his spouse, or a person within the third degree of relationship to either of them, or the spouse of such a person:
 - (i) Is a party to the proceeding, or an officer, director, or trustee of a party;
 - (ii) Is acting as a lawyer in the proceeding;
 - (iii) Is known by the judge to have an interest that could be substantially affected by the outcome of the proceeding;
 - (iv) Is to the judge's knowledge likely to be a material witness in the proceeding.
- (c) A judge should inform himself about his personal and fiduciary financial interests, and make a reasonable effort to inform himself about the personal financial interests of his spouse and minor children residing in his household.
- (d) For the purposes of this section the following words or phrases shall have the meaning indicated:
- (1) "proceeding" includes pretrial, trial, appellate review, or other stages of litigation;
 - (2) the degree of relationship is calculated according to the civil law system;
 - (3) "fiduciary" includes such relationships as executor, administrator, trustee, and guardian;

Tenn. R. Sup. Ct. 2.11

Rule 2.11 - Disqualification

(A) A judge shall disqualify himself or herself in any proceeding in which the judge's impartiality might reasonably be questioned, including but not limited to the following circumstances:

(1) The judge has a personal bias or prejudice concerning a party or a party's lawyer, or personal knowledge of facts that are in dispute in the proceeding.

(2) The judge knows that the judge, the judge's spouse or domestic partner, or a person within the third degree of relationship to either of them, or the spouse or domestic partner of such a person is:

(a) a party to the proceeding, or an officer, director, general partner, managing member, or trustee of a party;

(b) acting as a lawyer in the proceeding;

(c) a person who has more than a de minimis interest that could be substantially affected by the proceeding; or

(d) likely to be a material witness in the proceeding.

(3) The judge knows that he or she, individually or as a fiduciary, or the judge's spouse, domestic partner, parent, or child, or any other member of the judge's family residing in the judge's household, has an economic interest in the subject matter in controversy or is a party to the proceeding.

(4) The judge knows or learns by means of a timely motion that a party, a party's lawyer, or the law firm of a party's lawyer has made contributions or given such support to the judge's campaign that the judge's impartiality might reasonably be questioned.

(5) The judge, while a judge or a judicial candidate, has made a public statement, other than in a court proceeding, judicial decision, or opinion, that commits or appears to commit the judge to reach a particular result or rule in a particular way in the proceeding or controversy.

(6) The judge:

(a) served as a lawyer in the matter in controversy, or was associated with a lawyer who participated substantially as a lawyer in the matter during such association;

(b) served in governmental employment, and in such capacity participated personally and substantially as a lawyer or public official concerning the proceeding, or has publicly expressed in such capacity an opinion concerning the merits of the particular matter in controversy;

(c) was a material witness concerning the matter;

Tenn. Code § 39-16-507

Section 39-16-507 - Coercion or persuasion of witness

(a) A person commits an offense who, by means of coercion, influences or attempts to influence a witness or prospective witness in an official proceeding with intent to influence the witness to:

- (1)** Testify falsely;
- (2)** Withhold any truthful testimony, truthful information, document or thing; or
- (3)** Elude legal process summoning the witness to testify or supply evidence, or to be absent from an official proceeding to which the witness has been legally summoned.

(b) A violation of this section is a Class D felony.

(c) A defendant in a criminal case involving domestic assault, pursuant to § 39-13-111, or a person acting at the direction of the defendant, commits an offense who, by any means of persuasion that is not coercion, intentionally influences or attempts to influence a witness or prospective witness in an official proceeding to:

- (1)** Testify falsely;
- (2)** Withhold any truthful testimony, information, document, or evidence; or
- (3)** Elude legal process summoning the witness to testify or supply evidence, or to be absent from an official proceeding to which the witness has been legally summoned.

(d) A violation of subsection (c) is a Class A misdemeanor and, upon conviction, the sentence runs consecutively to the sentence for any other offense that is based in whole or in part on the factual allegations about which the person was seeking to influence a witness.

(e) Nothing in this section shall operate to impede the investigative activities of an attorney representing a defendant.

T.C.A. § 39-16-507

Amended by 2019 Tenn. Acts, ch. 104, s 1, eff. 7/1/2019.
Acts 1989, ch. 591, § 1; 1990, ch. 980, § 8.

Tenn. R. Sup. Ct. 2.15

Rule 2.15 - Responding to Judicial and Lawyer Misconduct

- (A) A judge having knowledge that another judge has committed a violation of this Code that raises a substantial question regarding the judge's honesty, trustworthiness, or fitness as a judge in other respects shall inform the appropriate authority.
- (B) A judge having knowledge that a lawyer has committed a violation of the Rules of Professional Conduct that raises a substantial question regarding the lawyer's honesty, trustworthiness, or fitness as a lawyer in other respects shall inform the appropriate authority.
- (C) A judge who receives information indicating a substantial likelihood that another judge has committed a violation of this Code shall take appropriate action.
- (D) A judge who receives information indicating a substantial likelihood that a lawyer has committed a violation of the Rules of Professional Conduct shall take appropriate action.

Tenn. R. Sup. Ct. 2.15

Comment

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

[2] A judge who does not have actual knowledge that another judge or a lawyer may have committed misconduct, but receives information indicating a substantial likelihood of such misconduct, is required to take appropriate action under paragraphs (C) and (D). Appropriate action may include, but is not limited to, communicating directly with the judge who may have violated this Code, communicating with a supervising judge, or reporting the suspected violation to the appropriate authority or other agency or body. Similarly, actions to be taken in response to information indicating that a lawyer has committed a violation of the Rules of Professional Conduct may include but are not limited to communicating directly with the lawyer who may have committed the violation, or reporting the suspected violation to the appropriate authority or other agency or body.

Tenn. R. Sup. Ct. 3.3

Rule 3.3 - Candor Toward the Tribunal

- (a)** A lawyer shall not knowingly:
- (1)** make a false statement of fact or law to a tribunal; or
 - (2)** fail to disclose to the tribunal legal authority in the controlling jurisdiction known to the lawyer to be directly adverse to the position of the client and not disclosed by opposing counsel; or
 - (3)** in an ex parte proceeding, fail to inform the tribunal of all material facts known to the lawyer that will enable the tribunal to make an informed decision, whether or not the facts are adverse.
- (b)** A lawyer shall not offer evidence the lawyer knows to be false, except that a lawyer who represents a defendant in a criminal proceeding, and who has been denied permission to withdraw from the defendant's representation after compliance with paragraph (f), may allow the client to testify by way of an undirected narrative or take such other action as is necessary to honor the defendant's constitutional rights in connection with the proceeding.
- (c)** A lawyer shall not affirm the validity of, or otherwise use, any evidence the lawyer knows to be false.
- (d)** A lawyer may refuse to offer or use evidence, other than the testimony of a client who is a defendant in a criminal matter, that the lawyer reasonably believes is false, misleading, fraudulent or illegally obtained.
- (e)** If a lawyer knows that the lawyer's client intends to perpetrate a fraud upon the tribunal or otherwise commit an offense against the administration of justice in connection with the proceeding, including improper conduct toward a juror or a member of the jury pool, or comes to know, prior to the conclusion of the proceeding, that the client has, during the course of the lawyer's representation, perpetrated such a crime or fraud, the lawyer shall advise the client to refrain from, or to disclose or otherwise rectify, the crime or fraud and shall discuss with the client the consequences of the client's failure to do so.
- (f)** If a lawyer, after discussion with the client as required by paragraph (e), knows that the client still intends to perpetrate the crime or fraud, or refuses or is unable to disclose or otherwise rectify the crime or fraud, the lawyer shall seek permission of the tribunal to withdraw from the representation of the client and shall inform the tribunal, without further disclosure of information protected by RPC 1.6, that the lawyer's request to withdraw is required by the Rules of Professional Conduct.
- (g)** A lawyer who, prior to conclusion of the proceeding, comes to know that the lawyer has offered false tangible or documentary evidence shall withdraw or disaffirm such evidence without further disclosure of information protected by RPC 1.6.
- (h)** A lawyer who, prior to the conclusion of the proceeding, comes to know that a person other than the client has perpetrated a fraud upon the tribunal or otherwise committed an offense against the administration of justice in connection with the proceeding, and in which the lawyer's client was not implicated, shall promptly report the improper conduct to the

tribunal, even if so doing requires the disclosure of information otherwise protected by RPC 1.6.

(i) A lawyer who, prior to conclusion of the proceeding, comes to know of improper conduct by or toward a juror or a member of the jury pool shall report the improper conduct to the tribunal, even if so doing requires the disclosure of information otherwise protected by RPC 1.6.

(j) If, in response to a lawyer's request to withdraw from the representation of the client or the lawyer's report of a perjury, fraud, or offense against the administration of justice by a person other than the lawyer's client, a tribunal requests additional information that the lawyer can only provide by disclosing information protected by RPC 1.6 or 1.9(c), the lawyer shall comply with the request, but only if finally ordered to do so by the tribunal after the lawyer has asserted on behalf of the client all non-frivolous claims that the information sought by the tribunal is protected by the attorney-client privilege.

Tenn. R. Sup. Ct. 3.3

Comment

[1] This Rule governs the conduct of a lawyer who is representing a client in connection with the proceedings of a tribunal, such as a court or an administrative agency acting in an adjudicative capacity. It applies not only when the lawyer appears before the tribunal, but also when the lawyer participates in activities conducted pursuant to the tribunal's authority, such as pre-trial discovery in a civil matter.

[2] The advocate's task is to present the client's case with persuasive force. Performance of that duty while maintaining confidences of the client is qualified by the advocate's duty to refrain from assisting a client to perpetrate a fraud upon the tribunal. However, an advocate does not vouch for the evidence submitted in a cause; the tribunal is responsible for assessing its probative value.

Representations by a Lawyer

[3] An advocate is responsible for pleadings and other documents prepared for litigation, but is usually not required to have personal knowledge of matters asserted therein, for litigation documents ordinarily present assertions by the client, or by someone on the client's behalf, and not assertions by the lawyer. Compare RPC 3.1. However, an assertion purporting to be on the lawyer's own knowledge, as in an affidavit by the lawyer or in a statement in open court, may properly be made only when the lawyer knows the assertion is true or believes it to be true on the basis of a reasonably diligent inquiry. There are circumstances where failure to make a disclosure is the equivalent of an affirmative misrepresentation. The obligation prescribed in RPC 1.2(d) not to counsel a client to commit, or assist the client in committing a fraud, applies in litigation. Regarding compliance with RPC 1.2(d), see the Comment to that Rule and also Comments [1] and [7] to RPC 8.4.

Misleading Legal Argument

[4] Legal argument based on a knowingly false representation of law constitutes dishonesty toward the tribunal. A lawyer is not required to make a disinterested exposition of the law, but must recognize the existence of pertinent legal authorities. Furthermore, as stated in paragraph (a)(2), an advocate has a duty to disclose directly adverse authority in the controlling jurisdiction that has not been disclosed by the opposing party. The underlying concept is that legal argument is a discussion seeking to determine the legal premises properly applicable to the case.

Ex Parte Proceedings

[5] Ordinarily, an advocate has the limited responsibility of presenting one side of the matters that a tribunal should consider in reaching a decision; the conflicting position is expected to be presented by the opposing party. However, in an *ex parte* proceeding, such as an application for a temporary restraining order or one conducted pursuant to RPC 1.7(c), there is no balance of presentation by opposing advocates. The object of an *ex parte* proceeding is nevertheless to yield a substantially just result. The judge has an affirmative responsibility to accord the absent party just consideration. As provided in paragraph (a)(3), the lawyer for the represented party has the correlative duty to make disclosures of material facts known to the lawyer and that the lawyer reasonably believes are necessary to an informed decision.

Refusing to Offer or Use False Evidence

[6] When evidence that a lawyer knows to be false is provided by a person who is not the client, the lawyer must refuse to offer it regardless of the client's wishes. The lawyer must similarly refuse to offer a client's testimony that the lawyer knows to be false, except that paragraph (b) permits the lawyer to allow a criminal defendant to testify by way of narrative if the lawyer's request to withdraw, as required by paragraph (f), is denied. Paragraph (c) precludes a lawyer from affirming the validity of, or otherwise using, any evidence the lawyer knows to be false, including the narrative testimony of a criminal defendant.

[7] As provided in paragraph (d), a lawyer has authority to refuse to offer or use testimony or other proof that the lawyer believes is untrustworthy. Offering such proof may reflect adversely on the lawyer's ability to discriminate in the quality of evidence and thus impair the lawyer's effectiveness as an advocate. Because of the special protections historically provided criminal defendants, however, this Rule does not permit a lawyer to refuse to offer or use the testimony of such a client because the lawyer reasonably believes the testimony to be false. Unless the lawyer knows the testimony will be false, the lawyer must honor the client's decision to testify.

Wrongdoing in Adjudicative Proceedings by Clients and Others

[8] A lawyer who is representing a client in an adjudicative proceeding and comes to know prior to the completion of the proceeding that the client has perpetrated a fraud or committed perjury or another offense against the administration of justice, or intends to do so before the end of the proceeding, is in a difficult position in which the lawyer must strike a professionally responsible balance between the lawyer's duties of loyalty and confidentiality owed to the client and the equally important duty of the lawyer to avoid assisting the client with the consummation of the fraud or perjury. In all such cases, paragraph (e) requires the lawyer to advise the client to desist from or to rectify the crime or fraud and inform the client of the consequences of a failure to do so. The hard questions come in those rare cases in which the client refuses to reveal the misconduct and prohibits the lawyer from doing so.

[9] Paragraph (f) sets forth the lawyer's responsibilities in situations in which the lawyer's client is implicated in the misconduct. In these situations, the Rules do not permit the lawyer to report the client's offense. Confidentiality under RPC 1.6 prevails over the lawyer's duty of candor to the tribunal. Only if the client is implicated in misconduct by or toward a juror or a member of the jury pool does the lawyer's duty of candor to the tribunal prevail over confidentiality. See paragraph (i).

[10] Although the lawyer may not reveal the client's misconduct, the lawyer must not voluntarily continue to represent the client, for to do so without disclosure of the misconduct would assist the client to consummate the offense. The Rule, therefore, requires the lawyer to seek permission of the tribunal to withdraw from the representation of the client. To increase the likelihood that the tribunal will permit the lawyer to withdraw, the lawyer is also required to inform the tribunal that the request for permission to withdraw is required by the Rules of Professional Conduct. This statement also serves to advise the tribunal that something is amiss without providing

the tribunal with any of the information related to the representation that is protected by RPC 1.6. These Rules, therefore, are intended to preserve confidentiality while requiring the lawyer to act so as not to assist the client with the consummation of the fraud. This reflects a judgment that the legal system will be best served by rules that encourage clients to confide in their lawyers, who in turn will advise them to rectify the fraud. Many, if not most, clients will abide by their lawyer's advice, particularly if the lawyer spells out the consequences of failing to do so. At the same time, our legal system and profession cannot permit lawyers to assist clients who refuse to follow their advice and insist on consummating an ongoing fraud.

[11] Once the lawyer has made a request for permission to withdraw, the tribunal may grant or deny the request to withdraw without further inquiry or may seek more information from the lawyer about the reasons for the lawyer's request. If the judge seeks more information, the lawyer must resist disclosure of information protected by RPC 1.6, but only to the extent that the lawyer may do so in compliance with RPC 3.1. If the lawyer cannot make a non-frivolous argument that the information sought by the tribunal is protected by the attorney-client privilege, the lawyer must respond truthfully to the inquiry. If, however, there is a non-frivolous argument that the information sought is privileged, paragraph (h) requires the lawyer to invoke the privilege. Whether to seek an interlocutory appeal from an adverse decision with respect to the claim of privilege is governed by RPCs 1.2 and 3.1.

[12] If a lawyer is required to seek permission from a tribunal to withdraw from the representation of a client in either a civil or criminal proceeding because the client has refused to rectify a perjury or fraud, it is ultimately the responsibility of the tribunal to determine whether the lawyer will be permitted to withdraw from the representation. In a criminal proceeding, however, a decision to permit the lawyer's withdrawal may implicate the constitutional rights of the accused and may even have the effect of precluding further prosecution of the client. Notwithstanding this possibility, the lawyer must seek permission to withdraw, leaving it to the prosecutor to object to the request and to the tribunal to ultimately determine whether withdrawal is permitted. If permission to withdraw is not granted, the lawyer must continue to represent the client, but cannot assist the client in consummating the fraud or perjury by directly or indirectly using the perjured testimony or false evidence during the current or any subsequent stage of the proceeding. A defense lawyer who complies with these rules acts professionally without regard to the effect of the lawyer's compliance on the outcome of the proceeding.

False Documentary or Tangible Evidence

[13] If a lawyer comes to know that tangible items or documents that the lawyer has previously offered into evidence have been altered or falsified, paragraph (g) requires that the lawyer withdraw or disaffirm the evidence, but does not otherwise permit disclosure of information protected by RPC 1.6. Because disaffirmance, like withdrawal, can be accomplished without disclosure of information protected by RPC 1.6, it is required when necessary for the lawyer to avoid assisting a fraud on the tribunal.

Crimes or Frauds by Persons Other than the Client

[14] Paragraph (h) applies if the lawyer comes to know that a person other than the client has engaged in misconduct in connection with the proceeding. Upon learning prior to the completion of the proceeding that such misconduct has occurred, the lawyer is required by paragraph (e) to promptly reveal the offense to the tribunal. The client's interest in protecting the wrongdoer is not sufficiently important as to override the lawyer's duty of candor to the court and to take affirmative steps to prevent the administration of justice from being tainted by perjury, fraud, or other improper conduct.

Misconduct By or Toward Jurors or Members of Jury Pool

[15] Because jury tampering undermines the institutional mechanism that our adversary system of justice uses to determine the truth or falsity of testimony or evidence, paragraph (i) requires a lawyer who learns prior to the completion of the proceeding that there has been misconduct by or directed toward a juror or prospective juror must reveal the misconduct and the identity of the perpetrator to the tribunal, even if so doing requires disclosure of information protected by RPC 1.6. Paragraph (i) does not require that the lawyer seek permission to withdraw from the further representation of the client in the proceeding, but in cases in which the client is implicated in the jury tampering, the lawyer's continued representation of the client may violate RPC 1.7. RPC 1.16(a)(1) would then require the lawyer to seek permission to withdraw from the case.

Crime or Fraud Discovered After Conclusion of Proceeding

[16] In cases in which the lawyer learns of the client's misconduct after the termination of the proceeding in which the misconduct occurred, the lawyer is prohibited from reporting the client's misconduct to the tribunal. Even though the lawyer may have innocently assisted the client to perpetrate the offense, the lawyer should treat this information as the lawyer would treat information with respect to any past crime a client might have committed. The client's offense will be deemed completed as of the conclusion of the proceeding. An offense that occurs at an earlier stage in the proceeding will be deemed an ongoing offense until the final stage of the proceeding is completed. A proceeding has concluded within the meaning of this Rule when a final judgment in the proceeding has been affirmed on appeal or the time for an appeal has passed.

Constitutional Requirements

[17] These Rules apply to defense counsel in criminal cases, as well as in other instances. However, the definition of the lawyer's ethical duty in such a situation may be qualified by constitutional provisions for due process and the right to counsel in criminal cases. The obligation of the advocate under these Rules is subordinate to any such constitutional requirement.

DEFINITIONAL CROSS-REFERENCES "Fraud" and "fraudulent" See RPC 1.0(d) "Knowingly," "known," and "knows" See RPC 1.0(f) "Material" See RPC 1.0(o) "Reasonably believes" See RPC 1.0(i) "Tribunal" See RPC 1.0(m)

Tenn. R. Sup. Ct. 3.4

Rule 3.4 - Fairness to Opposing Party and Counsel

A lawyer shall not:

- (a) unlawfully obstruct another party's access to evidence or unlawfully alter, destroy, or conceal a document or other material having potential evidentiary value. A lawyer shall not counsel or assist another person to do any such act; or
- (b) falsify evidence, counsel or assist a witness to offer false or misleading testimony; or
- (c) knowingly disobey an obligation under the rules of a tribunal, except for an open refusal based on an assertion that no valid obligation exists; or
- (d) in pretrial procedure, make a frivolous discovery request or fail to make a reasonably diligent effort to comply with a legally proper discovery request by an opposing party; or
- (e) in trial,
 - (1) allude to any matter that the lawyer does not reasonably believe is relevant or that will not be supported by admissible evidence; or
 - (2) assert personal knowledge of facts in issue except when testifying as a witness; or
 - (3) state a personal opinion as to the justness of a cause, the credibility of a witness, the culpability of a civil litigant or the guilt or innocence of an accused; or
- (f) request a person other than a client to refrain from voluntarily giving relevant information to another party unless:
 - (1) the person is a relative or an employee or other agent of a client; and
 - (2) the lawyer reasonably believes that the person's interests will not be adversely affected by refraining from giving such information; or
- (g) request or assist any person to take action that will render the person unavailable to appear as a witness by way of deposition or at trial; or
- (h) offer an inducement to a witness that is prohibited by law; or pay, offer to pay, or acquiesce in the payment of compensation to a witness contingent on the content of his or her testimony or the outcome of the case. A lawyer may advance, guarantee, or acquiesce in the payment of:
 - (1) expenses reasonably incurred by a witness in attending or testifying;
 - (2) reasonable compensation to a witness for that witness's loss of time in attending or testifying; or
 - (3) a reasonable fee for the professional services of an expert witness.

Tenn. R. Sup. Ct. 3.4

Comment

[1] The procedure of the adversary system contemplates that the evidence in a case is to be marshaled competitively by the contending parties. Fair competition in the adversary system is secured by prohibitions against destruction or concealment of evidence, improperly influencing witnesses, obstructive tactics in discovery procedure, and the like.

[2] Documents and other items of evidence are often essential to establish a claim or defense. Subject to evidentiary privileges, the right of an opposing party, including the government, to obtain evidence through discovery or subpoena is an important procedural right. The exercise of that right can be frustrated if relevant material is altered, concealed, or destroyed. Applicable law in many jurisdictions makes it an offense to destroy material for the purpose of impairing its availability in a pending proceeding or one whose commencement can be foreseen. Falsifying evidence is also generally a criminal offense. Paragraph (a) applies to evidentiary material generally, including computerized information. Applicable law may permit a lawyer to take temporary possession of physical evidence of client crimes for the purpose of conducting a limited examination that will not alter or destroy material characteristics of the evidence. In such a case, applicable law may require the lawyer to turn the evidence over to the police or other prosecuting authority, depending on the circumstances.

[3] Although paragraph (f) broadly prohibits lawyers from taking extrajudicial action to impede informal fact-gathering, it does permit the lawyer to request that the lawyer's client, and relatives, employees, or agents of the client, refrain from voluntarily giving information to another party. This principle follows because such relatives and employees will normally identify their interests with those of the client. See also RPC 4.2.

[4] With regard to paragraph (h), it is not improper to pay a witness's expenses or to compensate an expert witness on terms permitted by law. The common law rule in most jurisdictions is that it is improper to pay an occurrence witness any fee for testifying and that it is improper to pay an expert witness a contingent fee.

DEFINITIONAL CROSS-REFERENCES "Knowingly" See RPC 1.0(f) "Material" See RPC 1.0(o) "Reasonable" and "reasonably" See RPC 1.0(h) "Reasonably believes" See RPC 1.0(i) "Tribunal" See RPC 1.0(m)

Tenn. R. Sup. Ct. 3.5

Rule 3.5 - Impartiality and Decorum of The Tribunal

A lawyer shall not:

- (a) seek to influence a judge, juror, prospective juror, or other official by means prohibited by law;
- (b) communicate ex parte with such a person during the proceeding unless authorized to do so by law or court order;
- (c) communicate with a juror or prospective juror after discharge of the jury if:
 - (1) the communication is prohibited by law or court order;
 - (2) the juror has made known to the lawyer a desire not to communicate; or
 - (3) the communication involves misrepresentation, coercion, duress, or harassment;
- (d) conduct a vexatious or harassing investigation of a juror or prospective juror; or
- (e) engage in conduct intended to disrupt a tribunal.

Tenn. R. Sup. Ct. 3.5

Comment

[1] Many forms of improper influence upon a tribunal are proscribed by criminal law. Others are specified in the Tennessee Code of Judicial Conduct, with which an advocate should be familiar. A lawyer is required to avoid contributing to a violation of such provisions. For example, a lawyer shall not give or lend anything of value to a judge, judicial officer, or employee of a tribunal, except as permitted by RJC 3.13 of the Code of Judicial Conduct. A lawyer, however, may make a contribution to the campaign fund of a candidate for judicial office in conformity with RJC 4.4 of the Code of Judicial Conduct.

[2] During a proceeding a lawyer may not communicate ex parte with persons serving in an official capacity in the proceeding, such as judges, masters or jurors, unless authorized to do so by law or court order. Unless such a communication is otherwise prohibited by law or court order, paragraph (b) of this Rule would not prohibit a lawyer from communicating with a judge on the merits of the cause in writing if the lawyer promptly delivers a copy of the writing to opposing counsel and to parties who are not represented by counsel because that would not be an ex parte communication.

[3] Paragraph (b) also does not prohibit a lawyer from communicating with a judge in an ex parte hearing to establish the absence of a conflict of interest under RPC 1.7(c). In such proceedings, the lawyer is of course bound by the duty of candor in RPC 3.3(a)(3).

[4] A lawyer may on occasion want to communicate with a juror or prospective juror after the jury has been discharged. The lawyer may do so unless the communication is prohibited by law or a court order entered in the case or by a federal court rule, but must respect the desire of the juror not to talk with the lawyer. The lawyer may not engage in improper conduct during the communication. As the Court stated in *State v. Thomas*, 813 S.W. 2d. 395 (Tenn. 1991): "After the trial, communication by a lawyer with jurors is permitted so long as he [or she] refrains from asking questions or making comments that tend to harass or embarrass the juror or to influence actions of the juror in future cases. Were a lawyer to be prohibited from communicating after trial with a juror, he [or she] could

not ascertain if the verdict might be subject to legal challenge, in which event the invalidity of a verdict might go undetected." Id. (quoting Tenn. Sup. Ct. R. 8, EC 7-291). The Court went on to state in Thomas that "Rule 8 therefore allows post-trial interviews by Counsel with jurors on these matters without the prior approval of the trial court." Id. at 396. Although the Court's analysis in Thomas was based on an earlier version of Rule 8 (i.e., the Code of Professional Responsibility), the foregoing principles quoted from Thomas remain valid in the context of RPC 3.5.

[4a] A communication with, or an investigation of, the spouse, child, parent, or sibling of a juror or prospective juror will be deemed a communication with or an investigation of the juror or prospective juror.

[5] The advocate's function is to present evidence and argument so that the cause may be decided according to law. Refraining from abusive or obstreperous conduct is a corollary of the advocate's right to speak on behalf of litigants. A lawyer may stand firm against abuse by a judge, but should avoid reciprocation; the judge's default is no justification for similar dereliction by an advocate. An advocate can present the cause, protect the record for subsequent review, and preserve professional integrity by patient firmness no less effectively than by belligerence or theatrics.

[6] The duty to refrain from disruptive conduct applies to any proceeding of a tribunal, including a deposition. See RPC 1.0(m).

DEFINITIONAL CROSS-REFERENCES "Known" See RPC 1.0(f) "Tribunal" See RPC 1.0(m)

Tenn. R. Sup. Ct. 8.4

Rule 8.4 - MISCONDUCT

It is professional misconduct for a lawyer to:

- (a) violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another;
- (b) commit a criminal act that reflects adversely on the lawyer's honesty, trustworthiness, or fitness as a lawyer in other respects;
- (c) engage in conduct involving dishonesty, fraud, deceit, or misrepresentation;
- (d) engage in conduct that is prejudicial to the administration of justice;
- (e) state or imply an ability to influence a tribunal or a governmental agency or official on grounds unrelated to the merits of, or the procedures governing, the matter under consideration;
- (f) knowingly assist a judge or judicial officer in conduct that is a violation of applicable rules of judicial conduct or other law; or
- (g) knowingly fail to comply with a final court order entered in a proceeding in which the lawyer is a party, unless the lawyer is unable to comply with the order or is seeking in good faith to determine the validity, scope, meaning, or application of the law upon which the order is based.

Tenn. R. Sup. Ct. 8.4

Comment

[1] Lawyers are subject to discipline when they violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another, as when they request or instruct an agent to do so on the lawyer's behalf. Paragraph (a), however, does not prohibit a lawyer from advising a client concerning action the client is legally entitled to take.

[2] Many kinds of illegal conduct reflect adversely on fitness to practice law, such as offenses involving fraud and the offense of willful failure to file an income tax return. However, some kinds of offenses carry no such implication. Traditionally, the distinction was drawn in terms of offenses involving "moral turpitude." That concept can be construed to include offenses concerning some matters of personal morality, such as adultery and comparable offenses, that have no specific connection to fitness for the practice of law. Although a lawyer is personally answerable to the entire criminal law, a lawyer should be professionally answerable only for offenses that indicate lack of those characteristics relevant to law practice. Offenses involving violence, dishonesty, breach of trust, or serious interference with the administration of justice are in that category. Although under certain circumstances a single offense reflecting adversely on a lawyer's fitness to practice - such as a minor assault - may not be sufficiently serious to warrant discipline, a pattern of repeated offenses, even ones that are of minor significance when considered separately, can indicate indifference to legal obligation.

[3] A lawyer who, in the course of representing a client, knowingly manifests, by words or conduct, bias or prejudice based on race, sex, religion, national origin, disability, age, sexual orientation, or socio-economic status violates paragraph (d) when such actions are prejudicial to the administration of justice. Legitimate advocacy respecting the foregoing factors does not violate paragraph (d).

[4] A lawyer may refuse to comply with an obligation imposed by law upon a good faith belief that no valid obligation exists. The provisions of RPC 1.2(d) concerning a good faith challenge to the validity, scope, meaning, or application of the law apply to challenges of legal regulation of the practice of law.

[5] Paragraph (c) prohibits lawyers from engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation. Such conduct reflects adversely on the lawyer's fitness to practice law. In some circumstances, however, prosecutors are authorized by law to use, or to direct investigative agents to use, investigative techniques that might be regarded as deceitful. This Rule does not prohibit such conduct.

[6] The lawful secret or surreptitious recording of a conversation or the actions of another for the purpose of obtaining or preserving evidence does not, by itself, constitute conduct involving deceit or dishonesty. See RPC 4.4.

[7] Lawyers holding public office assume legal responsibilities going beyond those of other citizens. A lawyer's abuse of public office can suggest an inability to fulfill the professional role of lawyers. The same is true of abuse of positions of private trust such as trustee, executor, administrator, guardian, agent and officer, director, or manager of a corporation or other organization.

[8] Paragraph (f) precludes a lawyer from assisting a judge or judicial officer in conduct that is a violation of the rules of judicial conduct. A lawyer cannot, for example, make a gift, bequest, favor, or loan to a judge, or a member of the judge's family who resides in the judge's household, unless the judge would be permitted to accept, or acquiesce in the acceptance of such a gift, favor, bequest, or loan in accordance with RJC 3.13 of the Code of Judicial Conduct.

[9] In both their professional and personal activities, lawyers have special obligations to demonstrate respect for the law and legal institutions. Normally, a lawyer who knowingly fails to obey a court order demonstrates disrespect for the law that is prejudicial to the administration of justice. Failure to comply with a court order is not a disciplinary offense, however, when it does not evidence disrespect for the law either because the lawyer is unable to comply with the order or the lawyer is seeking in good faith to determine the validity, scope, meaning, or application of the law upon which the order is based.

DEFINITIONAL CROSS-REFERENCES "Fraud" See RPC 1.0(d) "Knowingly" See RPC 1.0(f) "Tribunal" See RPC 1.0(m)

January 19, 2024 4:49 PM
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WESTERN DISTRICT OF MICHIGAN
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IN THE CHANCERY COURT
FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

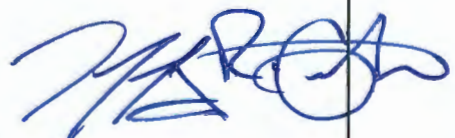
FAWN ██████████ FENTON,)
)
Plaintiff/Wife,)
)
vs.)
)
JEFFREY RYAN FENTON,)
)
Defendant/Husband.)

No. 48419B

TRANSCRIPT OF PROCEEDINGS

August 1, 2019

Heard Before: HON. MICHAEL W. BINKLEY, JUDGE



Prepared by:
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P R O C E E D I N G S

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

THE COURT: All right.

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

THE COURT: Okay.

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

THE COURT: All right.

MS. STORY: Because what we don't want to do is have something go down on his record that's going to affect his employability, because he needs to get a job ASAP, so as long as we have the protection, the order of protection under the ex parte, we are good with that.

THE COURT: Okay.

MR. DUKE: Thank you, your Honor.

THE COURT: Any other issues?

MS. STORY: We can move on to the

1 sale of the house.

2 THE COURT: Okay.

3 MS. STORY. This is the situation,
4 your Honor. These parties have no minor children.
5 They've been separated since March of 2018. Mrs.
6 Fenton filed for divorce back in '18, and she was
7 unable to get Mr. Fenton served. In that period
8 of time Mr. Fenton was in the marital home, which
9 is in Sunnyside Drive, 1986 Sunnyside Drive,
10 Brentwood, Tennessee.

11 We believe that house should sell in
12 the neighborhood of 414,000 we hope. It's a great
13 location. People want to get in Brentwood, to get
14 into Brentwood in that zip code. Those schools
15 for that kind of price is wonderful. This thing
16 could sell immediately if you had a good marketer
17 to get that thing on the market and get it sold.

18 Mr. Fenton and Mrs. Fenton had
19 agreed last year that they would do that. She
20 then dropped the divorce. They were going to try
21 to get it on the market. The problem with the
22 private realtor is that Mr. Fenton posts these
23 kind of documents that are -- this is the do not
24 enter my property, and I'll hand you a copy of
25 that.

1 It was made as part of the exhibits
2 when we filed for divorce in 2019. Mr. Fenton was
3 avoiding service. We hired two different process
4 servers to try to go out to the residence, and
5 this is what they would encounter. We're
6 concerned that if a private realtor was going to
7 list this property, that it would just be more
8 road blocks.

9 In 2018, when they made this
10 agreement, if she dropped the divorce he would
11 agree to put the house on the market. It never
12 got on the market. It was he's got to fix this,
13 he's got to fix that. It was one excuse after
14 another, and here we are sitting a year later,
15 and now my client had to file bankruptcy.

16 She is paying the second mortgage on
17 the house. She's paying \$48,000 in credit card
18 debt, and this credit card debt is in her name,
19 but the genesis of those cards, I have a history
20 of the cards where Mr. Fenton would transfer
21 balances from his credit cards to a credit card in
22 her name, and then she became in a horrible
23 financial situation.

24 She is -- she used to make around
25 90,000 a year. Her most recent income is 5800 a

1 month. She is an architect, works for a firm,
2 and Mr. Fenton was the IT person for the firm,
3 and he hacked the emails so he lost that job. He
4 is very intelligent. He has a high school
5 education, but he is a self-taught computer
6 genius.

7 And he also has -- or he had a real
8 estate license. I don't believe that's current.
9 He had a flip home of rental property in 2016, is
10 my understanding, but he never filed his tax
11 return for 2016, when he sold that home, and so
12 we've got a tax liability from 2-2016, standing
13 out there.

14 2017, 2018, my client did get the
15 tax returns filed, but they withheld everything
16 she paid in because they still haven't filed the
17 2016 tax return. So we have woes, IRS woes. We
18 have unsecured credit card debt in excess of
19 \$48,000. There is a Chapter 13. Because my
20 client makes \$5800 a month, she can't qualify for
21 a Chapter 7 bankruptcy.

22 And so what happened in the
23 bankruptcy proceedings is they allowed her six
24 months to sell this house. She will have to use
25 her equity from the house. There should be about

1 120,000 equity. We have asked --

2 THE COURT: Total or just her share?

3 MS. STORY: Total. So my client is
4 around 80 -- his -- no. If it's 120 hers would be
5 around 60. Most of hers will go to pay off the
6 debt.

7 THE COURT: Is the IRS going to be
8 intercepting this money?

9 MS. STORY: When he gets his -- the
10 holdup here is the 2016 tax returns because he had
11 the property that he sold, so I don't know where
12 he is on getting that information together, but
13 the IRS is clearly not bankruptable. Once he --

14 Once he files the 2016 tax returns,
15 I imagine they will take that \$8,000 they're
16 holding of her money from the -- from her
17 employment where she pays in her taxes. They will
18 take that and apply it toward the '16 taxes, no
19 doubt. So that's --

20 THE COURT: Any possibility she
21 could be an innocent spouse? I don't know how
22 that works anymore.

23 MS. STORY: She could probably, but
24 since they are already holding 8,000 of her money,
25 at this point, your Honor, she just needs the

1 burden of all the debt off her mentally. She
2 suffers from narcolepsy and she suffers -- she has
3 very sleepless nights. She can't -- she has
4 chronic fatigue.

5 Her health has declined
6 considerably. It's a toxic marriage. It's been
7 unbelievably difficult just dealing with Mr.
8 Fenton to even get him served. So we continued
9 this matter from Ms. Brittany Gates who was the
10 attorney who was first retained to represent him.
11 We continued it from June 29 until today to give
12 her a month to work on him, to see if we could get
13 the house on the market, do something.

14 We really believe the only thing we
15 can do, your Honor, is to auction this house. We
16 got a text on June 15th from Mr. Fenton. Here's a
17 copy of the text, and he says --

18 THE COURT: Could this be with
19 reserve or without reserve?

20 MS. STORY: I think without reserve,
21 just let it go. I think a good auctioneer will do
22 a fabulous job. It's a good flip property. It's
23 a good -- as I said, in that zip code you can't
24 hardly find anything for that price. So Mr.
25 Fenton sent her an email.

1 Said I will -- text. (Quoted as
2 read.) "I will stay here until the bank -- until
3 you, the banks and the police carry me out of
4 here, while they carry truckloads of junk and
5 treasures out to the lawn." Then it goes on and
6 on.

7 But that is truly what we've dealt
8 with. So he's going to say that he doesn't have
9 anyplace to live, and that he has renters. He has
10 gotten renters in there. Well, we didn't sign a
11 lease. We never authorized any renters to be in
12 that house. I think the renters need to go.

13 THE COURT: Okay.

14 MS. STORY: So --

15 THE COURT: Do you know whether or
16 not they are month to month or if there's a
17 contract?

18 MS. STORY: I just got the lease,
19 and I didn't have a chance to look at it.

20 THE COURT: Okay.

21 MS. STORY: I have been told that it
22 says 90 days to vacate but -- I don't know. He
23 says --

24 MR. DUKE: Your Honor, I'm sorry,
25 but if Mrs. Fenton is going to make comments from

1 the table here, can we go ahead and put her under
2 oath, please?

3 THE COURT: She won't make any more.

4 MR. DUKE: Thank you, your Honor.

5 MS. STORY: And I don't mind being
6 under oath whatsoever. So I don't know. Like I
7 said, I was just handed this lease.

8 THE COURT: Sure.

9 MS. STORY: So I do not know.

10 THE COURT: Okay.

11 MS. STORY: I feel sure we have an
12 escape clause because my client didn't sign the
13 lease. She is the owner of the property.

14 THE COURT: Is she the only titled
15 owner?

16 MS. STORY: Both of them.

17 THE COURT: Okay.

18 MS. STORY: So that is our argument.
19 I would ask that the exhibit on the note, don't
20 come on my property, the no trespassing be made an
21 exhibit to this hearing, and the email or the text
22 from Mr. Fenton that says I will stay here until
23 you, the banks and the police carry me out.

24 THE COURT: All right. We'll make
25 this picture the first exhibit, number one.

1

(Exhibit One received into
evidence to this hearing.)

2

3

4

THE COURT: What about the ...

5

6

MS. STORY: The text, yes. I would
like those texts to be made an exhibit.

7

8

THE COURT: The text will be
accepted into evidence as Exhibit Number Two.

9

10

11

(Exhibit Two received into
evidence to this hearing.)

12

13

14

MS. STORY: I have the bankruptcy,
your Honor, that says it has to be sold within
180 days or goes to foreclosure.

15

16

17

THE COURT: What is the starting
date of that order?

18

19

MS. STORY: She filed in April,
April 29th.

20

21

THE COURT: Okay.

22

MS. STORY: Well, April 26.

23

24

THE COURT: Okay. So when does the
120 or 80 days start?

25

MS. STORY: I believe it starts from

1 the confirmation, but I'm not a bankruptcy lawyer,
2 so I was counting from -- I have talked to the
3 bankruptcy lawyer to make sure what relief we have
4 to get.

5 THE COURT: Okay.

6 MS. STORY: And I'm supposed to send
7 him a copy of this order from this court so that
8 he can get the Bankruptcy Court to ratify that
9 order so they're also in -- notified of that
10 process.

11 THE COURT: What about -- just to
12 fill in your statement here. I want to get the
13 whole picture. Have y'all talked about an
14 auctioneer? I know there are two opposite sides
15 here. I get that, but have y'all gotten that
16 far? You probably haven't because you disagree?

17 MS. STORY: Their position is they
18 want a private realtor to come in.

19 THE COURT: Okay.

20 MS. STORY: I don't mind doing
21 that, but, quite frankly, your Honor, I would not
22 recommend any of the realtors I work with because
23 I think it would be a nightmare. We get emails,
24 books and books and books from Mr. Fenton all
25 hours of the night, and I don't even think

1 there's anybody I could send into that situation.

2 THE COURT: Not even Ms. Martin?

3 She probably --

4 MS. STORY: She could do it. Mr.
5 Fenton would have to be put on a really short
6 leash until -- he could throw kinks in it, and
7 the other thing we're worried about -- it's what
8 Mrs. Fenton said -- is even if you got a realtor,
9 if he had to sign a listing contract within five
10 days, sell it as is, they're going to --

11 The buyers are probably going to
12 want a home inspection. I don't know if it will
13 pass a home inspection, and with three people
14 living here with him, and if he says in that
15 email, you'll have to carry me out, he says all
16 my treasures, I don't know what the status that
17 house is. It's been since March of -- 18 months,
18 almost 18.

19 THE COURT: The tenants that are in
20 there now, is it a family or one person?

21 MS. STORY: You will have to ask
22 him. We don't know. Let me see if I can tell
23 from a name. Jesse Garcia. I don't know who that
24 is.

25 MR. DUKE: There's another one as

1 well.

2 THE COURT: Okay. All right. Yes,
3 sir. Well, whoever the lawyer is.

4 MR. MILLER: My name is Mitchell
5 Miller from the Nashville Bar.

6 THE COURT: Yes, sir, Mr. Miller.
7 How are you today?

8 MR. MILLER: I'm doing very well.
9 We have made a lot of progress talking about this
10 case so far, and my client is essentially coming
11 down to accept the inevitability that we're going
12 to need to sell this home to get this divorce
13 finalized and to move Mrs. Fenton through the
14 bankruptcy.

15 At this time, however, Mr. Fenton
16 is not employed although he is looking for
17 employment. He does have renters in this home,
18 and I know that Ms. Story has taken issue with
19 that, but I would also like to tell the court
20 that this has sort of come about because of the
21 bankruptcy and Mrs. Fenton stopped the -- you
22 know, discontinuing her payment on the primary
23 mortgage happened around the same time.

24 And so Mr. Fenton has tenants in
25 this home and has what is supplements and provides

1 his ongoing day-to-day costs, although the first
2 mortgage is not currently being paid.

3 Mr. Fenton did not know that the first mortgage
4 was not being paid until several months after Mrs.
5 Fenton stopped paying.

6 So, Judge, we have sort of an issue
7 here where the wife, by filing bankruptcy, filing
8 divorce and stopping to pay the first mortgage,
9 has created the financial crisis that we're now
10 here to resolve.

11 Obviously, Mrs. Fenton would
12 contend that my client ran up all the debt, and
13 we're not necessarily here to determine all of
14 the marital assets and how to distribute marital
15 debt and assets conclusively, but my client would
16 show the court that many of those -- many of those
17 transactions and I'll say creative financial
18 decisions were done by agreement, or at least with
19 the knowledge of the wife.

20 However, for today's purposes we
21 agree that the home needs to be sold, but Mr.
22 Fenton's liability to his current tenants needs
23 to be taken into account. Mr. Fenton's current
24 financial ability needs to be taken into account,
25 and we would oppose the motion in terms of an

1 auction, especially to the extent that it
2 requested an immediate auction.

3 At minimum, Mr. Fenton needs some
4 degree of time to gather his personal belongings,
5 give proper notice to his tenants, find
6 subsequent housing, and most importantly, if he
7 doesn't have a renter income coming in, have some
8 transitional time to figure out how to be self-
9 sustaining in the short run.

10 We're not here on an alimony
11 pendente lite motion, but we probably should be
12 soon because --

13 THE COURT: Can I ask you this?

14 MR. MILLER: Yes, sir.

15 THE COURT: One of the biggest
16 problems I'm bumping up against in trying to make
17 the best decision here is who's going to control
18 the husband? Exhibit One and Exhibit Two show
19 some very disturbing conduct. I know you are not
20 in charge of trying to control your client all the
21 time.

22 I do know good lawyers like you
23 gentlemen on the left side of the table will tell
24 your clients, if you don't do what I tell you to
25 do, we're out of here. I don't know how people

1 work any more, but that's the way we used to
2 practice law. The lawyer is in charge. You can
3 be nice and sweet, but tell the client what they
4 need to do.

5 And I don't have any assurance at
6 this point that his conduct won't continue
7 thereby delaying this process even more. I know
8 you can't guarantee his conduct. I know that,
9 but is there anything you can give me to indicate
10 that his conduct will not be an issue at all? You
11 probably can't. If I were in your shoes I would
12 probably say --

13 MR. MILLER: I can give you no
14 guarantees.

15 THE COURT: I'm not an insurer of my
16 client's conduct.

17 MR. MILLER: I will adopt that
18 statement as Mr. Fenton's -- but, your Honor, I
19 would indicate that there's been an ex parte order
20 in place for some time now --

21 THE COURT: Right.

22 MR. MILLER: -- and that Mr. Fenton
23 has complied with that to the letter, and that we
24 stipulate he will continue to comply with that to
25 the letter, and Mrs. Fenton has agreed with that

1 and also agreed, you know, not to have any contact
2 with him.

3 So we are in a place. We are
4 coming to the table and starting to realize -- I
5 say "we" as in my whole team here and Mr. Fenton,
6 that this is where the rubber is meeting the road,
7 and this divorce is going to get moving along, and
8 we're going to have to take this one step at a
9 time.

10 This is going to have to be done.
11 So I will tell the court that I am confident that
12 my client now understands that. We spent many
13 hours working with him to impress upon him the
14 realistic difficulties of any divorce and, in
15 particular, this one.

16 So I think what you are seeing there
17 is probably something that you've seen a lot
18 before, where spouses in emotional and financial
19 crisis are lashing out in irrational, unstable
20 ways. That is coming to an end, and I can give
21 the court my best confidence that I believe that
22 Mr. Fenton is turning a corner on that.

23 He has expressed that to the court
24 by agreeing with Ms. Story's very generous
25 proposal to continue the ex parte order rather

1 than go for it on 402. So I do think that there
2 are some good indicators there. Mr. Fenton just
3 told me that he is willing to take down all those
4 troubling signs that Ms. Story mentioned.

5 We are prepared to entertain any
6 other limitations and orders that the court would,
7 you know, would want in that kind of order, but we
8 do think that because the main asset in this
9 divorce is this home, which we are essentially
10 disposing of before there's been any discovery and
11 any further analysis on this, that we need to
12 proceed in a way that absolutely maximizes the
13 total take on this.

14 THE COURT: Under the circumstances.

15 MR. MILLER: Under the
16 circumstances.

17 THE COURT: That's where the real
18 issue is here.

19 MR. MILLER: Yes, sir.

20 THE COURT: Can I ask you some more
21 questions too? Ms. Story may be able to answer
22 this. The other concern I have is: What kind of
23 condition is the interior of the home? Have we
24 seen -- has Ms. Story and her client had an
25 opportunity to look at the interior to see what it

1 looks like?

2 MR. MILLER: Your Honor, I'm not
3 sure. There's definitely some clutter, and my
4 client is willing to get to work today to make
5 sure that that is done, and in terms of following
6 recommendations for a realtor, we'll follow all
7 those recommendations. There may be some
8 financial limitations about, you know, what
9 extraordinary efforts can be made.

10 THE COURT: I'm going to think out
11 loud here for a moment. My tendency is to --
12 considering all these factors, first of all we're
13 getting ready to close out the best marketing
14 months of real estate; however, when we look at
15 property that is specialty property or property
16 that is very desirable like Brentwood, that
17 really doesn't matter like it used to.

18 People, if they want to buy, will
19 buy. If the right buyer comes along -- and they
20 do in these desirable neighborhoods -- they'll buy
21 it.

22 MR. MILLER: Yes, sir.

23 THE COURT: So the next thing is,
24 looking at the husband's past conduct, which
25 bothers me, and his interruption of the smooth

1 transition of a sale or auction, I want to get
2 the highest and best price as everyone does.
3 It's such a close decision for me.

4 I'm thinking of three options.
5 Number one, getting a real estate person who is
6 aggressive, who'll sell the property, and if it
7 can't be sold within 30 days, auction it. But
8 what that's going to require, if the interior of
9 the home looks like trash, I mean, that's going to
10 cost money to get it in good condition.

11 So I guess the question there is
12 that no one has an answer, and I don't expect
13 one. What is the margin of additional equity
14 that could be obtained to fix the home up and
15 make it marketable and sold with an aggressive
16 seller within a month, and is it going to be
17 worth it to do that financially?

18 MR. MILLER: From my understanding
19 -- from my understanding an investment of five to
20 10,000 would yield an additional profit of about
21 50. That calculus might make sense, but I don't
22 think that either party has the money to make
23 that investment even though that may be a rational
24 decision to make.

25 THE COURT: My tendency is to sell

1 it at auction -- it really is -- for a lot of good
2 reasons.

3 MR. MILLER: Your Honor, if I could
4 add another note about how I've arrived on this
5 case, especially just a few days before this
6 hearing ...

7 THE COURT: Yes, sir.

8 MR. MILLER: Mr. Fenton contacted
9 me I would say in February maybe before some of
10 these things happened, and he wanted to engage
11 me, but at that time I was working with HCA, and
12 we developed a rapport -- I couldn't take his
13 case, but we developed a rapport several months
14 ago.

15 Although I wasn't able to take his
16 case, I think that we've connected and we've
17 established a rapport, and since I've moved back
18 into private practice he contacted me just last
19 week. So since this has gotten rolling -- and I
20 know that there was a divide between he and his
21 prior counsel -- I do have a strong rapport with
22 my client.

23 And I would be willing to do
24 whatever the court would like to try to work with
25 him and make sure that all phases of this divorce

1 proceed in an orderly and respectful fashion. I
2 think that we're ready to turn a corner and do
3 that if the court would allow us that opportunity,
4 if the court's main concern is how we conduct
5 ourselves.

6 THE COURT: If the margin of
7 additional money pales against the cost to get
8 there, and we know that no one has the money to
9 get there, that particular option, that's not
10 going to work, so it looks like to me -- correct
11 me if I'm wrong, but it look like to me that
12 trying to get the home fixed up for purposes of
13 producing a higher return --

14 MR. MILLER: Let me clarify. We're
15 not proposing further investment to -- we're
16 proposing an as-is sale, but through a -- on the
17 market rather than at auction so that -- I mean
18 without additional --

19 THE COURT: But you have to pay the
20 realtor, don't you?

21 MS. STORY: I was looking at the
22 realtors that Ms. Martin would -- or the auction
23 companies that might be suggested --

24 THE COURT: Right.

25 MS. STORY: -- and there's an

1 auctioneer in Brentwood, First Cumberland
2 Auctioneers. What they would probably do is go
3 out and just do an estate sale and sell whatever
4 treasures are there that he's not going to take
5 with him. Then they would just sell everything.
6 We would just sell personal property and the
7 home.

8 They do charge six percent. Now a
9 realtor -- an auctioneer is going to charge the
10 same amount.

11 THE COURT: Okay. So that's not
12 a --

13 MS. STORY: It's the same, six
14 percent. They do a pretty good job of getting
15 advertising out there. You would be surprised
16 how many people show up on these courthouse
17 steps.

18 THE COURT: I see them all the time.

19 MS. STORY: For auction.

20 THE COURT: Right. Can I just ask
21 this question too? I've seen where -- I don't
22 want it to look like a desperation sale, and y'all
23 don't either because the hawks will be out there.
24 But at the same time these auctioneers now are
25 marketing these sales not as an auction

1 necessarily, but like Ms. Story said, like an
2 estate sale to kind of disguise the idea that it's
3 a desperate sale when it --

4 MR. MILLER: If an auction has to be
5 the way to go we certainly appreciate, you know,
6 proceeding within some form that appears
7 respectful and doesn't just result in a basement
8 price.

9 THE COURT: There are auctioneers
10 who can do that. They understand that because
11 that makes their commission a lot higher if they
12 don't make it look like it's desperate, and
13 they're doing a good job of that from what I've
14 seen.

15 MR. MILLER: And, your Honor, if an
16 auction has to be the way we go, I would still ask
17 for that auction to be out a ways so that he can
18 obtain -- if we're talking about 30 days, he can't
19 both clear the home out and apply for jobs. So
20 then he's got to sell -- we got to figure out
21 where his personal property goes, find a storage
22 unit for that.

23 We've got to kick the tenants out,
24 which are providing income, so he can't really go
25 buy a storage unit to keep the stuff he wants to,

1 and since he doesn't have a job, especially in
2 that time frame, he couldn't turn around with his
3 current resources and rent the cheapest place in
4 the county.

5 MS. STORY: What I suggested there,
6 your Honor, is that let him -- I've asked for the
7 proceeds be placed in the court from the sale,
8 but we would say he could have X amount of dollars
9 toward his equity.

10 THE COURT: Draw on his interest.

11 MS. STORY: That way it would go
12 towards the division of marital property, but
13 give him some money to get him a new place to
14 live.

15 MR. MILLER: Then, your Honor,
16 that's why time is also very important. If we
17 did this auction tomorrow and we had that exact
18 order in place, still wouldn't make much of a
19 difference because he needs some time to get even
20 the most, you know -- the most nominal --

21 THE COURT: Let me know what you're
22 talking about timewise. I know what I'm thinking.

23 MR. MILLER: So another issue is the
24 liability to current tenants, and that lease puts
25 90 days.

1 THE COURT: Well, I don't want to
2 put you in the position of buying a lawsuit --

3 MR. MILLER: That's why we --

4 THE COURT: -- having to pay out
5 money on that, so Ms. Story, what do you say about
6 that?

7 MS. STORY: It's a self-made -- it's
8 a self-made lease --

9 MR. MILLER: Which is fine.

10 MS. STORY: -- that he did, and it
11 says sale. Under the sales provision that any
12 time during this lease, if the landlord decides to
13 sell, if landlord sells this property or places
14 it up for sale, whether voluntarily or by court
15 order, or in any way the ownership of this
16 property or rights to sell this property are
17 conveyed to another party, whether by foreclosure
18 or other legal process -- which is going to happen
19 soon if we don't get it on the auction block
20 within 30 days or so -- during the term of
21 tenancy, this tenancy per this agreement, the
22 assuming owner or controlling party and their
23 agents and assigns must continue to comply in
24 full with the terms of this lease.

25 Well, obviously he cannot bind a new

1 owner to comply with this lease, so that is a
2 voidable contract. There's no way that that
3 tenant could go after the assuming owning or
4 controlling party or their agents.

5 MR. MILLER: I would stipulate that
6 that interpretation is absolutely correct. The
7 controlling provision is what follows.

8 THE COURT: Right.

9 MR. MILLER: Landlord herein
10 promises and assures tenant that absolutely under
11 no circumstances will the tenant be requested or
12 required to move out within receiving at least,
13 the very least, 90 days written notice in advance.
14 That is -- I mean he is boxed himself in here.

15 THE COURT: Yeah.

16 MR. MILLER: The court is going to
17 give him a lawsuit from two tenants.

18 MS. STORY: I don't even know. Are
19 they paying?

20 MR. MILLER: Yes.

21 MS. STORY: Do they have -- where
22 is his -- I don't have an income and expense
23 statement from him. Has he given them notice?
24 He's known since March of last year that the house
25 was going on the market, and he signed the lease

1 in April of this year.

2 I don't -- you took that other lease
3 so I don't know when the other one was signed, but
4 this one, March, he signed it March of '19. The
5 bankruptcy was filed April. He knew this was
6 coming down the pike. I think this is a ruse to
7 try to keep you from selling the house, and I'm
8 sorry that he signed this.

9 THE COURT: How many days -- Ms.
10 Story, if I decide to auction this house, if I
11 decide to auction it, how many days do you
12 suggest?

13 MS. STORY: I would say 30 days.

14 THE COURT: Okay.

15 MS. STORY: Let us within the next
16 week agree on an auctioneer between the attorneys,
17 reach out to some of our referrals and see who
18 they prefer that we use and we get it on -- have a
19 goal for 30 days.

20 THE COURT: All right. Anything
21 else by either party?

22 MR. MILLER: Your Honor, if the
23 court orders an auction I would ask for further
24 order that proceeds be immediately available, at
25 least some portion of proceeds be immediately

1 available to Mr. Fenton for his continued --

2 THE COURT: Once the money is placed
3 in the clerk's office, we'll talk about that. I
4 know that may be an issue.

5 MS. STORY: If he will just send me
6 a list of what he, you know, a pro forma of what
7 he wants, what his budget might be, how much he
8 thinks he is going to need to buy us time to get
9 us to our mediation or to trial, I certainly will
10 be reasonable with that.

11 THE COURT: Okay. Let me tell
12 y'all, none of this is pleasant.

13 MR. MILLER: I know that you are
14 about to -- I hate to do this. My client really
15 doesn't prefer that I tell you this, but the
16 timing is especially difficult for him to deal
17 with because he has several -- he has several
18 mental issues. He has anxiety and depression
19 disorders that make this a very crippling task to
20 handle: Gathering personal things, getting a job
21 set up, trying to land somewhere.

22 There's no family or friends in town
23 willing to give him a place to stay in the very
24 near term, and so if the court can be generous and
25 give him as much time as you can possibly see, I

1 would appreciate that. My client would. That
2 seems to be justice. In this case we're about 90
3 days since bankruptcy. It sounds like we have
4 another -- is it an additional 90?

5 MS. STORY: Ninety. I would say 90
6 to 120.

7 MR. MILLER: So if we can have
8 something approaching the 60- to 75-day range,
9 that would still put us within that window. We
10 can still proceed with the bankruptcy unimpeded.
11 My client would have the best fighting chance to
12 land on his feet.

13 THE COURT: Right.

14 MS. STORY: Here's my comments about
15 that. I know that his father has a summer home in
16 Tennessee. His mother has been giving him money.
17 He has a place to live, albeit in Michigan, but
18 they don't have -- we would -- if he vacated the
19 property we could meet with the auctioneer out
20 there and take care of that.

21 He doesn't have -- I mean, if he
22 just wants to vacate and go, get the tenants out,
23 we'll meet with the auctioneer and take care of
24 the auction. My client has mental health issues
25 too and physical debilitating issues, and she's

1 trying to work, but we have to do what we have to
2 do, and that's the quickest we can get money in
3 his pocket and give us some relief.

4 THE COURT: All right. I'm going to
5 go ahead and rule. I respect and appreciate the
6 argument of both counsel, and you are very good at
7 this. You are very articulate. You are very
8 calm. You are very -- you understand what it
9 means to sit down with a lawyer and try to talk
10 things out, but still represent your client's
11 interests.

12 I can tell, so it's nice to see
13 someone who knows what they're doing.

14 MR. MILLER: I appreciate that,
15 Judge. Thank you.

16 THE COURT: I mean that, I really
17 mean that. You are very calm and articulate. You
18 know what you're doing. I respect your approach.
19 I really do. Did you know Bruce Moore, or do you
20 know him?

21 MR. MILLER: I think I've maybe met
22 him in passing.

23 THE COURT: Well, he's one of my
24 lifelong friends. He's been with HCA forever.
25 He is a great guy. I don't mean that in a bad

1 way. I just kid my buddy. But anyway, he is a
2 great guy. If you are ever back over there, get
3 to meet him because he is a good man.

4 MR. MILLER: Will do, your Honor.
5 Thank you. I appreciate those comments.

6 THE COURT: You are very welcome.
7 I don't have a magic wand here. I wish I did
8 where I could please everyone, but I can't. We
9 all know that in these types of cases it is very
10 difficult, but we got to move. I understand the
11 exigencies of the issues here. I understand the
12 time limitations of the path through bankruptcy,
13 et cetera.

14 I understand that there's a
15 potential lawsuit that may come down the road.
16 I understand this is the biggest asset, and you
17 can try to get the highest and best dollar, all
18 kinds of different elements that go into making
19 a decision, so this is what I would like to do.

20 The home will be sold at auction in
21 45 days. Y'all will discuss and try to agree upon
22 an auctioneer. Obviously, you two good lawyers,
23 three lawyers, will do whatever is necessary to
24 obtain the services of a good auctioneer who will
25 market the sale in a marketable fashion that will

1 not invite a desperation offer.

2 Both sides will follow the
3 directives of the auctioneer or their agent with
4 regard to visiting the interior of the home to
5 determine a fair range of auction sale, sale
6 price and to review, look at and tag personal
7 items, if necessary, for sale.

8 Both parties through their
9 attorneys will give the auctioneer their
10 absolute, full cooperation even though it is
11 difficult, but that must be done. Once the
12 auction has been completed. the proceeds, netted
13 proceeds of the auction after expenses and
14 commissions are paid as a result of the auction
15 will be placed in the -- are we Chancery or
16 Circuit?

17 MS. STORY: Chancery.

18 THE COURT: In the Chancery Court
19 clerk's office in an interest-bearing account in
20 both parties' names. How do we do that now? Do
21 y'all put it in your name now? However it's
22 done.

23 MS. STORY: I think it might be in
24 Ms. Beeler's name.

25 THE COURT: I think it is.

1 MS. STORY: On behalf of.

2 THE COURT: Right, exactly, bnf or
3 on behalf of. If moneys are needed after the
4 moneys are deposited I will definitely entertain
5 a request for withdrawal of either side's
6 equitable interest in those moneys from the
7 clerk's office. That will have to be done either
8 by agreement of the parties or a court hearing.

9 It will be a straight auction
10 without reserve, and I believe that's it. Let
11 me ask this question. I really don't believe,
12 now that the husband is represented by excellent
13 counsel, that we're going to have any problems
14 with the husband trying to stall the auction or
15 interfere directly or indirectly in any way.

16 Is there a restraining order against
17 him at this point in that regard?

18 MS. STORY: There's just the
19 standard restraining order that went down, the
20 statutory from harassing, threatening or
21 intimidating or dissipating marital -- dissipating
22 assets or encumbering. Then the ex parte from
23 contact so there's nothing to prevent him from
24 stalling the sale of the house.

25 THE COURT: What do you say about

1 that, Ms. Story?

2 MS. STORY: Well, I would like it in
3 there.

4 THE COURT: I know you would. I'm
5 going to put it in there because I want this sale
6 to go off. I've made a decision about how to do
7 it, when we're going to do it, and I want to make
8 sure because of the immediacy of this issue, that
9 it gets done without any interference, and I
10 believe that the husband will cooperate and will
11 be a gentleman even though it's all difficult.

12 He will do whatever is necessary to
13 get this asset sold and get the money into the
14 clerk's office as quickly as possible so that he
15 may share in some of the proceeds on an immediate
16 basis if he feels that he needs to.

17 So the husband will be enjoined and
18 restrained from interfering in any form
19 whatsoever directly or indirectly with a smooth
20 transition and preparation of the home for
21 auction. Yeah.

22 Do y'all need me to order when the
23 tenants should vacate? I will be glad to do it.

24 MR. MILLER: Will you repeat that,
25 your Honor?

1 THE COURT: Sir?

2 MR. MILLER: Would you repeat that,
3 please.

4 THE COURT: Would y'all like for me
5 to put in the order when the tenants should
6 vacate, or should that be done I guess more
7 efficiently through discussions with the
8 auctioneer and how they want to proceed?

9 MS. STORY: That escape clause that
10 I read says whether by volunteer or by court
11 order. I think it would help him if it's by court
12 order.

13 MR. MILLER: So my thought is when
14 would the buyer take possession after -- if it's
15 taking place in 45 days, does that mean they take
16 possession --

17 THE COURT: Well, this is what I'm
18 trying to avoid. I know the auctioneer, in order
19 to get the highest and best price, is going to
20 want to go in and take a look at it, the
21 interior. He may want to tag items. I don't know
22 who the tenant is. I don't know what the inside
23 of it looks like.

24 I just don't want people bumping
25 into each other, running over each other when

1 we're trying to get this property sold through
2 auction, so I'm thinking we need to give the
3 tenant a drop-dead deadline to be out, something
4 that's reasonable.

5 If we're going to auction in 45
6 days, everybody is going to have to be pressed
7 against the wall because of circumstances that
8 have come up in this divorce case. I'm thinking
9 he needs to be out of there in ten days so we
10 don't have that to worry about.

11 MR. MILLER: One thing is I believe
12 Mr. Fenton has already been paid by these tenants
13 for the month of August.

14 THE COURT: Okay. You will have to
15 reimburse them.

16 MR. MILLER: That is probably not on
17 hand because that goes toward his living expenses
18 at the moment.

19 THE COURT: I didn't hear you. I'm
20 sorry.

21 MR. MILLER: The amount required
22 for reimbursement is not on hand because that
23 goes to his living expenses, so if we could put
24 their leave date at the very end of the month
25 so that he doesn't owe any further

1 reimbursement.

2 THE COURT: At the end of this
3 month?

4 MR. MILLER: At the end of August.

5 THE COURT: Today is August 1st.

6 MR. MILLER: Right.

7 THE COURT: What do you say, Ms.
8 Story?

9 MR. MILLER: Are you saying that
10 they need to move out ten days from today or ten
11 days after the auction? You're saying from
12 today?

13 THE COURT: Well, y'all tell me.
14 What I'm trying to do is to prevent unexpected
15 problems and issues that come up. Again there's
16 so many things I don't know and y'all don't know,
17 but the last thing I want to do is have an
18 auctioneer coming in there and tripping all over
19 the tenant and the tenant getting --

20 I mean I don't know anything that's
21 going to happen. I just want that to be a
22 non-issue, so if the tenant is out of there it is
23 a non-issue. Any reimbursement, we'll have to
24 deal with that, but it's going to have to be paid
25 back to keep him happy. He may not be happy at

1 all. Again I can't solve all the problems, but,
2 you know, we're just going to have to move through
3 here with what's necessary.

4 MR. MILLER: Since we are --

5 MS. STORY: I think she is okay
6 with letting him stay until August 30th if he
7 gives them notice today, because that way, 15
8 days to find the auctioneer for us to get that
9 started. Then the auctioneer is going to
10 advertise.

11 THE COURT: Okay.

12 MS. STORY: Then tell Mr. Fenton
13 what he needs to get out of the house I'm sure, so
14 I think we would be okay with August 30th.

15 MR. MILLER: She just made my next
16 point. I appreciate that.

17 THE COURT: Good deal. Okay.
18 Anything else that we need to talk about?

19 MR. MILLER: The only question I
20 would have is about personal property between
21 the two of them. Wanting to know if Mrs. Fenton
22 has anything in particular we should be aware of?

23 MS. STORY: There's a couple of
24 things. We'll make a list.

25 MR. MILLER: We don't want any

1 further headache about stuff like that.

2 THE COURT: I respect that. Thank
3 you. Let's do this. Are y'all going to make a --
4 you've already --

5 MS. STORY: There's a few little
6 things she wants. We'll make a list.

7 THE COURT: Okay, good enough.

8 MS. STORY: I can do that.

9 THE COURT: If you will put that in
10 the order as well. Do you want a deadline for her
11 to get that list of property out of the home?
12 Y'all are doing really well.

13 MR. MILLER: A couple of days, ten
14 days?

15 MS. STORY: Ten days.

16 THE COURT: That will work. I think
17 we covered it all.

18 MR. MILLER: Thank you, your Honor.

19 THE COURT: Is that it? Very good.
20 Can I get both of you to sign off on that order,
21 please, and I'll sign it whenever it's prepared.
22 I believe that's it. Any other questions?

23 MS. STORY: No, your Honor.

24 THE COURT: Very good. Thank y'all
25 very much. It's good to see y'all.

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MS. STORY: We're off the record?

THE COURT: Yes.

(Whereupon, this was all that was heard in this cause, this the 1st day of August, 2019.)

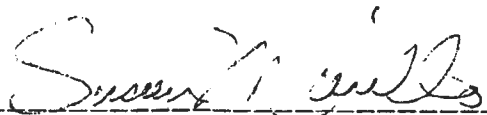
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REPORTER'S CERTIFICATE

I, Susan D. Murillo, Certified Court Reporter in and for the State of Tennessee, do hereby certify that the above proceedings were reported by me and that the foregoing 42 pages of the transcript is a true and accurate record to the best of my knowledge, skills and ability.

I further certify that I am not related to nor an employee of counsel or any of the parties to the action, nor am I in any way financially interested in the outcome of this case.

I further certify that I am duly licensed by the Tennessee Board of Court Reporting as a Licensed Court Reporter as evidenced by the LCR number and expiration date following my name below.



Susan Murillo, LCR #224
Expiration Date: 6-30-20
118 Wheaton Hall Lane
Franklin, Tennessee 37069

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

FAWN [REDACTED] FENTON v. JEFFREY RYAN FENTON

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

CERTIFICATE OF APPELLATE RECORD

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

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

1 Volume - Hearing Date August 1, 2019

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

This the 31st day of March, 2020.

(SEAL)



Sara B McKinney
D.C.

Elaine B. Beeler
Clerk and Master
Williamson County Chancery Court
Franklin, Tennessee

FILED - LN

January 19, 2024 4:49 PM
CLERK OF COURT
U.S. DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN

BY: jlg / _____ SCANNED BY: *[Signature]* / 1/22/24

FAWN [REDACTED] FENTON

VS

JEFFREY RYAN FENTON

Hearing

August 29, 2019

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IN THE CHANCERY COURT FOR
WILLIAMSON COUNTY, TENNESSEE

FAWN [REDACTED] FENTON,)	
)	
)	
Plaintiff,)	
	)	No. 48419B
vs.)	
)	
JEFFREY RYAN FENTON,)	
)	
)	
Defendant.)	

HEARING
 Before Judge Michael W. Binkley
 August 29, 2019
 11:20 a.m.

Reported by:
 Harpeth Court Reporters
 Franklin, Tennessee
 Emily L. Sipe, RPR, LCR

FAWN [REDACTED] FENTON vs JEFFREY RYAN FENTON
08/29/2019

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APPEARANCES:

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Virginia@tnlaw.org

For the Defendant:
Pro se

FAWN ██████████ FENTON vs JEFFREY RYAN FENTON
08/29/2019

1 P R O C E E D I N G S

2 00:42.2 THE COURT: I want that to be in the
3 Order because it's best that we put everything in the
4 Order. This gentleman, he's going to share and pay
5 one half of the per diem plus any expenses that he may
6 incur as a result of asking for all or a portion of
7 the transcript that will be ordered by him. Okay?

8 All right. Ms. Story?

9 01:19.4 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 02:05.7 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.
23 You ordered the attorneys to select an auctioneer,
24 which we did, and we got a referral from the chancery
25 court clerk's office. And it ended up it was Pat

FAWN ██████████ FENTON vs JEFFREY RYAN FENTON
08/29/2019

1 Marlin, who was actually a Realtor, but he does
2 auctions and he used the services of Clyde Anderson.
3 You know Clyde. He had done auctions for many years
4 around here. And his son, Tommy Anderson, is now in
5 the business. So Mr. Anderson went out to the
6 property with Ms. Fenton, Mr. Fenton. We had some
7 difficulty with the scheduling date, but we were able
8 to get into the house. And Mr. Anderson, Mr. Duke,
9 who was Mr. Fenton's previous lawyer, and Ms. Yarbrow
10 from my office went to the property. Ms. Fenton
11 tagged the items like your Order told her to, and it
12 was our understanding that Mr. Fenton would be out of
13 the house by September 1. He said he was going to
14 Michigan and that's where his, I think, his mother
15 lives. I ~~think~~^{know} his father has a lake home in
16 Tennessee. That's where we thought maybe it would be
17 more logical for him to go, but that is up to him
18 where he wants to go.

19 03:49.1 What is obvious, Your Honor, is you're
20 going to have to set a date for him to be out. The
21 order said it would be auctioned 45 days from
22 August 1st, and so that would be -- this is in your
23 order of August the 16th. It would be 45 days from
24 the date of August 1st, the marital residence would be
25 sold by auction. And I have the auction contract here

FAWN ██████████ FENTON vs JEFFREY RYAN FENTON
08/29/2019

1 for Mr. Fenton to sign, and I'm asking him to do that
2 today. If for any reason he refuses to sign, I'm
3 asking the court to put in the order that Ms. Fenton
4 have the authority to execute any and all documents
5 necessary for Mr. Anderson to get his property sold.

6 04:45.4 The other thing I think is important,
7 Your Honor is --

8 04:48.5 THE COURT: What do you suggest as a
9 deadline again?

10 04:49.8 MS. STORY: It was in the Order already.
11 It was September 15th. He said that he was moving
12 September 1st. That is Sunday.

13 04:59.8 MR. FENTON: That was my tenants move out
14 by then, and then I had 45 days was for me.

15 05:05.4 MS. STORY: That is not true. He said
16 that he had 45 days after September 1st to move, but
17 that wouldn't even make sense.

18 05:12.0 THE COURT: Okay. Well, what does the
19 Court Order say? Because I'm going to stick with
20 that.

21 05:15.6 MS. STORY: The Court Order says, "The
22 motion to sell marital residence by auction is granted
23 and the same shall be auctioned within 45 days from
24 the date of August 1st."

25 05:27.9 THE COURT: Okay.

FAWN ██████████ FENTON vs JEFFREY RYAN FENTON
08/29/2019

1 05:29.5 MS. STORY: So he's got to be out for
2 them to get this place ready to go.

3 05:34.1 THE COURT: All right. What date do you
4 suggest?

5 05:36.7 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 05:58.5 THE COURT: You mean off the property?

12 06:00.5 MS. STORY: Off the property. And I
13 don't think he needs to take any property.

14 06:04.4 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 06:45.5 And at this point Mr. Anderson, he can
25 tag everything, they can video everything. We will

They can video all the property

FAWN ██████████ FENTON vs JEFFREY RYAN FENTON
08/29/2019

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 **07:12.5** MR. FENTON: Yeah. That's really hard
7 for me.

8 **07:14.4** MS. STORY: And so he says he can't drive
9 a U-Haul over it. So if we can just let him take his
10 clothing, his jewelry, his personal effects, whatever
11 he needs that he can pack in his car, and not have to
12 drive a U-Haul of furniture at this point, that might
13 be the best thing to do.

14 **07:33.1** MR. FENTON: Where is my furniture going
15 then?

16 **07:36.1** THE COURT: Wait a minute. We're doing
17 this one at a time. *Laughter*

18 **07:39.3** MR. FENTON: I'm sorry.

19 **07:41.5** THE COURT: Go ahead.

20 **07:42.1** 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

FAWN ██████████ FENTON vs JEFFREY RYAN FENTON
08/29/2019

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 **08:16.4** So I'm trying my best to be as
7 accommodating to him and considering his condition
8 that, you know, this is going to be a simple process
9 for him. He can take his clothes, his personal
10 property, be out September 3rd. We will tag
11 everything, take care of it. Mr. Anderson is not
12 going to destroy property. That's all I'm asking for.
13 And if he would sign the listing agreement today and
14 we put in the order that it be -- that she have the
15 authority to sign any other necessary documents in
16 case he does go to Michigan. It would be a little
17 bit, logistically, difficult to do that.

18 **08:56.6** THE COURT: What do you want me to do
19 with this violation of the Order?

20 **08:59.8** MS. STORY: Just continue it. We can
21 just reset that portion of the motion. He just filed
22 a response today. I'm fine to -- the ex parte remains
23 in effect anyway under the Order of the Court, and I
24 have not seen any further violations of that Order.
25 The selling of the marital property is a concern to me

FAWN ██████████ FENTON vs JEFFREY RYAN FENTON
08/29/2019

1 but I can deal with that at final hearing. One of the
2 things, too, is you might want to waive mediation in
3 this case. I have requested in my motion that
4 mediation be waived. There is an Order of Protection
5 where they are not to be around each other. It would
6 be difficult for a mediator to accommodate that. And
7 I think that it really is just settling personal
8 property. They don't have any -- and then whatever
9 comes from the proceeds. They have no children.

10 09:45 THE COURT: That's granted.

11 09:48.2 Okay, sir, let me talk to you about one
12 thing. We're narrowing the issues before the Court
13 today.

14 09:56.6 MR. FENTON: Okay.

15 09:57.5 THE COURT: We're not going to be talking
16 about the violation of the Order of Protection.
17 That's going to be reset. So all of these documents
18 you have don't apply to today.

19 10:06.5 MR. FENTON: Well, the back portion of
20 them does talk about the marital residence but there
21 is a lot of it about what you're saying, yes.

22 10:13.5 THE COURT: Now, let me just ^{say} ~~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

FAWN ██████████ FENTON vs JEFFREY RYAN FENTON
08/29/2019

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

3 10:34.4 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 10:55.3 MR. FENTON: No.

12 10:56.5 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 11:06.2 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 11:18.4 MR. FENTON: Yes. And that's the last
20 thing I want, too.

21 11:20.6 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 11:26.8 MR. FENTON: I believe that.

25 11:28.7 THE COURT: Okay. Good. And so we can

FAWN ██████████ FENTON vs JEFFREY RYAN FENTON
08/29/2019

1 dispense with the rest of that.

2 11:32.1 MR. FENTON: And just as a question, were
3 we saying that I disobeyed ^athe Court order? Because I
4 had ~~the~~ *tried ...*

5 11:38.9 THE COURT: No, no, we don't have
6 anything like that really in front of us but --

7 11:43.5 MR. FENTON: Okay.

8 11:44.9 THE COURT: But let me tell you what I'm
9 going to do here because we have to get moving.

10 11:48.9 MR. FENTON: Right. Can I still tell a
11 little bit of my side before you rule on all of that?

12 11:52.9 THE COURT *↑ AH...*
13 11:56.6 THE COURT: Briefly.

14 11:58.0 MR. FENTON: Okay. So basically on my
15 side, the narrative that has been brought to the Court
16 so far is completely fraudulent about my person, about
17 who I am, about me being violent. All of this stuff.
18 The documentation that I provided you with shows that
19 my wife is a highly skilled handgun instructor who
20 owns assault weapons, has 5,000 rounds of ammunition
21 under her bed. I mean, she is trained by the NRA,
22 certified by the State of Tennessee to do rape
23 prevention, pepper spray, everything. So the whole
24 guise of feeling physically endangered was not -- she
25 tried to do that with her first attorney -- *she called the police....*

12:43.1 THE COURT: We're not dealing with that
(interrupted)

FAWN ██████████ FENTON vs JEFFREY RYAN FENTON
08/29/2019

1 today.

2 12:44.2 MR. FENTON: I know. But that's
3 basically the tone under which everything else is laid
4 and that's --

5 12:50.2 THE COURT: I practiced law for 35 years.
6 Long, hard years in the trenches.

7 12:55.1 MR. FENTON: Right.

8 12:55.7 THE COURT: I am trained to separate
9 things in my mind that are important --

10 12:58.4 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 13:15.1 MR. FENTON: Right.

18 13:14.0 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 13:18.4 MR. FENTON: Okay.

22 13:19.6 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 13:27.6 MR. FENTON: I understand that.

FAWN ██████████ FENTON vs JEFFREY RYAN FENTON
08/29/2019

1 **14:31.6** MR. FENTON: Right.

2 **14:32.8** 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 **14:46** 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 **15:16.9** THE COURT: What about another day in
18 September? The first week in September?

19 **15:23.0** MS. STORY: And, again, we're not going
20 to dispose of any of his personal items.

21 **15:26.8** THE COURT: They're not taking anything
22 out of there. Do you understand that, sir?

23 **15:28.6** MR. FENTON: My understanding is --

24 **15:29.5** THE COURT: Whoa, whoa.

25 **15:30.5** MR. FENTON: No, I don't understand.

FAWN ██████████ FENTON vs JEFFREY RYAN FENTON
08/29/2019

1 15:32.2 THE COURT: Your personal property. Your
2 clothes. Personal property being like your watch.

3 15:39.2 MR. FENTON: Furniture. That's all.

4 15:39.7 THE COURT: No.

5 15:40.1 MR. FENTON: We already agreed when me
6 and my wife split it up that ^{what was left at} the house was mine. What
7 she came and tagged is ^{what's} hers.

8 15:47.5 THE COURT: This isn't working. What you
9 want to do is be a lawyer.

10 15:55.8 MR. FENTON: No, I don't. I can't afford
11 a lawyer.

12 15:58.7 THE COURT: I'm talking right now. This
13 is not a barroom. I have to maintain order.

14 16:06.2 MR. FENTON: Uh-huh.

15 16:06.9 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 16:20.4 MR. FENTON: Yeah.

22 16:22.4 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

16:28.9 MR. FENTON - So what happens...

FAWN ██████████ FENTON vs JEFFREY RYAN FENTON
08/29/2019

1 would like to have. Go buy some little tags, you
2 know.

3 **16:37.6** 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 **16:42.8** 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 **16:57.1** MR. FENTON: Okay. Then I would
14 rather **← stay in the house while it's on auction**

15 **16:58.3** THE COURT: I can't talk while you're
16 talking.

17 **17:05.1** 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 **is because**

21 **17:10.6** THE COURT: You're not going to stay in
22 the house.

23 **17:12.1** MR. FENTON: I'm not going to stay in the
24 house?

25 **17:13.3** THE COURT: No, sir. You're going to

FAWN ██████████ FENTON vs JEFFREY RYAN FENTON
08/29/2019

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 **17:20.6** MR. FENTON: ^{what} 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. **I mean we made a**
bunch of trips

7 **17:30.1** 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 assum^{ed}ing 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 **17:42.9** MR. FENTON: I understand.

14 **17:43.9** 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 **17:59.1** MR. FENTON: I'm not trying to -- my last
20 counsel had told me --

21 **18:01.9** 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.

FAWN ██████████ FENTON vs JEFFREY RYAN FENTON
08/29/2019

1 If you're not out, the sheriff will escort you off the
2 property. Do you understand that?

3 18:21.4 MR. FENTON: Yeah.

4 18:22.2 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 18:42 MR. FENTON: Uh-huh.

11 18:43.6 THE COURT: Is that a yes?

12 18:44.1 MR. FENTON: Yes, sir.

13 18:45.3 THE COURT: You are to tag the items that
14 you would like to have.

15 18:48.8 MR. FENTON: Uh-huh.

16 18:51.8 THE COURT: In addition, you're to sign
17 this contract today.

18 18:59.6 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 19:11.3 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.

FAWN ██████████ FENTON vs JEFFREY RYAN FENTON
08/29/2019

1 19:21.2 MR. FENTON: Yeah.

2 19:23.0 THE COURT: Do you understand that? Your
3 19:25.7 MR FENTON: My furniture, too?
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 19:36.9 MR. FENTON: My bed or my furniture?

7 19:38.9 THE COURT: No, sir. I'm going to say it
8 for the third time. No furniture, no furnishings, no
9 nothing.

10 19:46.7 MR. FENTON: That's not what you said in
11 the last order.

12 19:49.3 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 20:14.1 MR. FENTON: I -- don't have any other money.

23 20:17.1 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,

FAWN ██████████ FENTON vs JEFFREY RYAN FENTON
08/29/2019

1 the law, everything.

2 *20:31.1* 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 *20:38.8* MR. FENTON: Okay.

7 *20:39.2* 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 *20:47.1* MR. FENTON: I'm not trying to be
11 stubborn.

12 *20:49.4* 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 *20:53.1* 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. *and it wasn't....*

18 *21:01.5* THE COURT: I'm going to go over it one
19 more time. *and then this is the last time.*

20 *21:04.3* MR. FENTON: I heard you, *Your Honor, you don't*
have to

21 *21:54.4* THE COURT: No. I don't want there to be
22 any misunderstanding because you have interrupted me
23 several times.

24 *21:09.8* MR. FENTON: Can I say one thing?

25 *21:13.1* THE COURT: No. Listen. Don't try my

FAWN ██████████ FENTON vs JEFFREY RYAN FENTON
08/29/2019

1 patience.

2 21:17.2 MR. FENTON: I'm not trying to.

3 21:18.5 THE COURT: Yeah, you are.

4 21:19.3 MR. FENTON: No, I'm not.

5 21:20.5 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 21:45.1 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 22:22.2 Wait a minute. I'm not through.

20 22:26.5 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

FAWN ██████████ FENTON vs JEFFREY RYAN FENTON
08/29/2019

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

2 **22:53.6** 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.

23:04.8 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 **MR. FENTON: Thank you** but you're not letting me. All right.

10 **23:21.4** 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 **23:35.4** MR. FENTON: Yes, sir.

16 **23:38.7** 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 **23:45.6** MR. FENTON: Uh-huh.

20 **23:47.3** THE COURT: Is that a yes?

21 **23:47.9** MR. FENTON: Yes. Yes, Your Honor.

22 THE COURT: Well, "uh-huh" doesn't --

23 **23:50.2** MR. FENTON: I'm sorry. Yes, Your Honor.

24 **23:51.9** THE COURT: We're not in the bar. We're
25 in the courtroom.

FAWN ██████████ FENTON vs JEFFREY RYAN FENTON
08/29/2019

1 24:45.4 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 25:02.5 THE COURT: I know you will. You already
7 have.
8 25:06.3 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 25:20.6 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 25:22.1 Proceedings were adjourned at 11:44 a.m.)
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FAWN ██████████ FENTON vs JEFFREY RYAN FENTON
08/29/2019

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REPORTER'S CERTIFICATE

I, Emily L. Sipe, Court Reporter and Notary Public, do hereby certify that I recorded to the best of my skill and ability by machine shorthand all the proceedings in the foregoing transcript, and that said transcript is a true, accurate, and complete transcript to the best of my ability.

I further certify that I am not an attorney or counsel of any of the parties, nor a relative or employee of any attorney or counsel connected with the action, nor financially interested in the action.

SIGNED this 18th day of September 2019.

Emily L. Sipe

Emily L. Sipe, RPR, LCR
Tennessee LCR No. 608
Expires: 6/30/2020

<u>\$</u>	<u>A</u>			
\$1,000 6:18	a.m. 24:18	auction 3:22 4:25 5:22 16:18	care 8:11 12:18 24:15	court 3:2,11,25 5:3,8,18,19,21,25 6:3,11 7:16,19 8:18,23 9:10,12, 15,22 10:1,4,5,8, 12,14,21,25 11:3, 5,8,12,14,25 12:5,8,11,18,22 13:1,4,19,22 14:2,17,21,24 15:1,4,8,12,15,22 16:6,15,21,25 17:7,9,14,21 18:4,11,13,16,18, 20,22 19:2,7,12, 23 20:7,12,18,21, 25 21:3,5,13,21 22:16,20,22,24 23:2,9,11,12,22 24:6,14,16
\$2,500 6:19	accepting 20:9	auctioned 4:21 5:23	case 8:16 9:3 16:19 23:13	
<u>1</u>	accommodate 9:6 24:5	auctioneer 3:23	certified 11:21	
1 4:13	accommodating 8:7 20:8	auctions 4:2,3	chancery 3:24	
10 21:16	accompany 6:10	August 3:11 4:22,23,24 5:24	children 9:9	
11:44 24:18	account 23:5	authority 5:4 8:15	choose 19:24	
12 17:25 22:11	addition 18:16	<u>B</u>	choosing 19:19	
14th 3:11	address 23:6	back 9:19 10:14 17:24 22:5 24:4	Cincinnati 7:5	
15th 5:11	ADHD 13:14	bar 22:24	clear 9:23	
16th 4:23	adjourned 24:18	barroom 15:13	clerk's 3:25 7:25	
19 3:11	afford 15:10	basement 6:19	client 7:21	
1986 3:21	agreed 15:5	basically 11:13 12:3	client's 6:16	
1st 4:22,24 5:12, 16,24 6:6	agreement 8:13 22:10	bed 11:20 19:6	closing 14:13	courtroom 22:7, 25
<u>3</u>	ahead 7:19 16:20	beginning 23:14	clothes 8:9 13:7 15:2 19:4	crossways 14:4
3,000 14:16	amenable 24:2	bellyache 22:5	clothing 7:10	<u>D</u>
3,500 6:20	ammunition 11:19	belongings 7:3	Clyde 4:2,3	date 4:7,20,24 5:24 6:3 14:5,7
30 14:9	Anderson 4:2,4, 5,8 5:5 6:24 8:11 24:11	big 6:15	comment 23:7	commonsense 21:18
35 12:5	anymore 13:13	bit 8:17 11:11	communicated 14:8	communication 3:13
3rd 6:7 8:10 13:1 17:1,25 18:24 21:10 22:11	apply 9:18	Brentwood 3:22	completely 11:15	communicated 14:8
<u>4</u>	argue 3:14 20:13, 16	bridge 7:5 16:4	concern 8:25	communication 3:13
45 4:21,23 5:14, 16,23	assault 11:19	Briefly 11:12	condition 8:7	completely 11:15
45th 14:7	assets 6:22	brother 6:16	continue 8:20	concern 8:25
<u>5</u>	assume 16:10,11	brought 11:14	contract 4:25 18:17 21:7	condition 8:7
5 21:16	assuming 17:10	burdens 13:20, 23	cordial 22:8	continue 8:20
5,000 11:19	attending 24:3	business 4:5 15:17	correspondenc e 6:5	contract 4:25 18:17 21:7
	attention 10:7 19:13,14	buy 16:1	cordial 22:8	cordial 22:8
	attorney 11:24	<u>C</u>	correspondenc e 6:5	correspondenc e 6:5
	attorneys 3:23	car 7:11	counsel 17:20, 22	counsel 17:20, 22
			County 6:9	County 6:9
				dealing 11:25
				deals 3:17
				dehumidifier 6:19,20
				department 6:9
				deposit 7:25
				deputy 21:20
				destroy 8:12
				diem 3:5
				difficult 8:17 9:6

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difficulty 4:7	22:7	furnishings 15:25 18:5 19:8 21:9	hurt 15:16	lawsuit 23:17
discussion 9:24	expenses 3:5	furniture 7:12,14 15:3,24 18:5 19:6,8 21:9	<hr/> I <hr/>	lawyer 4:9 12:14, 15 13:17 15:9,11 20:4
disobeyed 11:3	explain 16:9	fuss 20:12,15	important 5:6 12:9 17:23	leased 3:21
disobeying 10:16	explaining 20:4	<hr/> G <hr/>	incur 3:6	leave 16:20 17:1 18:22 22:13
disorders 13:16	extent 13:24	gentleman 3:4	instructor 11:18	left 13:6
dispense 11:1	<hr/> F <hr/>	Give 21:7	integrity 15:18 23:16,17	lengthy 3:16
dispose 14:20	fair 13:8,9 16:8 20:2 22:5,6	Good 10:25	interested 17:21	letting 17:18 22:9
dissipating 6:22	fall 22:6	granted 5:22 9:10	interrupt 21:23	life 13:8
disturb 7:1	father 4:15	guise 11:23	interrupted 20:22	Listen 14:3 19:3 20:25
documentation 11:17	fear 7:4 8:4	<hr/> H <hr/>	interrupting 15:19	listening 19:13 21:23
documents 5:4 8:15 9:17 24:10	feeling 10:13 11:23	half 3:5	issue 3:19	listing 8:13
drive 3:21 7:5,8, 12 24:4	feelings 15:16	handgun 11:18	issues 3:17 9:12 12:22	litigant 23:18
driving 7:4 8:5	feet 14:16	happened 19:13	items 4:11 7:20, 21,22 14:20 15:25 18:7,13,24 19:3,4 21:14 22:12 23:5	litigation 13:13
Duke 4:8	Fenton 3:13 4:6, 10,12 5:1,3,13 7:3,6,14,18 9:14, 19 10:3,11,19,24 11:2,7,10,13 12:2,7,10,17,21, 25 13:2,5,21 14:1,6,23,25 15:3,5,10,14,21 16:3,13,17,23 17:4,13,19 18:3, 10,12,15,18 19:1, 6,10,22 20:6,10, 15,20,24 21:2,4 22:15,19,21,23 23:1,7,10,21 24:9	hard 7:6 12:6 13:9	<hr/> J <hr/>	lives 4:15 13:24
<hr/> E <hr/>	Fenton's 4:9 7:2	he'll 7:22	jail 10:17	logical 4:17
easier 23:24	filed 6:15 8:21	hear 10:16	jewelry 7:10 19:5	logistically 8:17
easy 12:22	final 9:1 24:3	heard 20:20	judge 10:4,13 22:1	Long 12:6
effect 8:23	fine 8:22	hearing 9:1 15:18 17:8 24:3	<hr/> K <hr/>	lose 13:7
effects 7:10	finish 18:9 21:22 23:22,23	heights 7:4	kind 17:5	lot 9:21
emotional 9:24	folks 22:3	highly 11:18	knew 23:13	love 23:20
emotional 9:24	fourth 21:12	home 4:15 18:6	<hr/> L <hr/>	<hr/> M <hr/>
endangered 11:23	fraudulent 11:15	Honor 3:9,19 4:19 5:7 6:14 13:6 17:5 22:21, 23 23:8	laid 12:3	made 3:17
ended 3:25	front 11:6	hours 17:12 19:15	lake 4:15	maintain 15:13, 17 23:16,17
enforce 10:5		house 3:20 4:8, 13 12:24 15:6 16:18,22,24 17:25 21:8 22:17	law 12:5 16:10 20:1	make 5:17 7:23 14:2,5 15:19 21:20 23:7
entered 3:12				marital 4:24 5:22 6:22 8:25 9:20
escort 17:2 18:1				Marlin 4:1
excuse 10:15 17:14 19:23				matter 3:15
excuses 14:2				means 21:22
execute 5:4 24:9				
executed 24:10				
expect 10:2				
expected 19:18				

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meantime 22:16	order 3:3,4,11,12 4:11,21,23 5:3, 10,19,21 6:8,23 7:22 8:14,19,23, 24 9:4,16 10:1,5, 8,14,16,18 11:3 12:23 15:13 17:9 18:18,21 19:11 20:17 21:13,21 24:8,13,15,16	point 6:10,21,24 7:12 17:23		restraining 6:23
mediation 9:2,4		portion 3:6 8:21 9:19	Q	result 3:6
mediator 9:6		possibly 13:11 20:8	question 11:2	road 22:2
Michigan 4:14 7:4 8:16 24:2		Post 21:17	quick 13:5,10	role 23:18
mind 12:9		practiced 12:5	quit 15:18 21:5	room 13:23
mine 15:6		preference 14:14	R	roommates 14:10
minute 7:16 21:19 22:12	ordered 3:7,22, 23	prepare 24:15	rape 11:21	rounds 11:19
misunderstandi ng 20:22 21:13	Orders 23:16	pressing 3:15,19	ready 6:2 8:2	rude 12:12 21:5
moisture 6:20	originally 14:6, 11	presumed 17:15	real 12:22	rule 11:11
months 17:6	owned 13:8	pretty 3:12	Realtor 4:1	rules 19:25 22:7
morning 3:16	owns 11:19	prevention 11:22	reason 5:2 16:19	ruling 15:19
mother 4:14	P	previous 4:9 17:8,9	reasonable 10:15	S
motion 3:9,10,14 5:22 8:21 9:3	pack 7:11	problems 10:9 23:14	receive 17:5	sale 7:24
move 5:13,16 13:11 17:6 22:16	packing 13:18	proceedings 24:18	received 3:16	scary 3:12
moving 5:11 11:9 24:2	part 16:10 20:3	proceeds 7:1,24 8:3 9:9	red 21:16	scheduling 4:7
N	parte 8:22	process 8:8	referral 3:24	screen 6:16
narrative 11:14	Pat 3:25	property 3:21 4:6,10 5:5 6:11, 12,13 8:10,12,25 9:8 13:7 14:12 15:1,2 17:3 18:2	reflect 6:8	select 3:23
narrowing 9:12	patience 17:17 21:1	Protection 9:4, 16	refuses 5:2 10:5	sell 5:22 22:17
necessarily 3:14	patient 17:17	provided 11:17 13:15	rein 23:13,15,20	selling 8:25 14:12
nice 17:14 19:16 20:8 22:8 23:20	pay 3:4 8:1	psychiatrist 13:16	relevant 12:15	sense 5:17
noon 17:1,25 21:10 22:11	paying 10:7 19:12,14	put 3:3 5:3 7:22 8:14 10:1,17 12:23 21:15,17 24:12	remain 18:6	separate 12:8
NRA 11:20	people 10:2,6		remains 8:22	September 4:13 5:11,12,16 6:6,7 8:10 13:1 14:18 17:1,25 18:24 21:10 22:11
Number 18:4	pepper 11:22		represent 19:19, 24 22:3	services 4:2
O	person 11:15		representing 16:11 17:9 23:19	set 4:20 14:5
obey 10:2	personal 7:10 8:9 9:7 10:13 13:6 14:20 15:1,2 18:24 19:3,4,5		requested 9:3	settling 9:7
obvious 4:19	physically 11:23 13:17		reset 8:21 9:17	share 3:4
office 3:25 4:10 7:25	place 6:2		residence 4:24 5:22 9:20	sheriff 17:2 18:1
	play 13:17		respect 13:19	sheriff's 6:9
			response 3:15, 16 6:14,17 7:3 8:22	shipped 8:4
			rest 11:1	shows 11:17
				side 11:11,14

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sign 5:1,2 8:13, 15 18:16 21:6 24:11	stubborn 20:11	thought 4:16 14:10	understanding 4:12 10:22 14:11, 23	<hr/> Y <hr/>
signed 22:10 24:12	stuff 11:16 14:16 18:19	tight 23:13,15,20	understood 14:7 20:16	Yarbro 4:9
simple 8:8	stupid 19:3	till 14:13	unimportant 12:12	years 4:3 12:5,6
sir 9:11 13:19 14:22 16:25 17:7, 21 18:12 19:3,7, 12 22:15 23:12	suggest 5:8 6:4, 7	time 7:17 10:8 13:11,12,18 16:4, 20 19:8 20:19 21:12 23:5	unit 7:2 8:1	
sit 16:9 20:3	Sunday 5:12	times 20:23	<hr/> V <hr/>	
skilled 11:18	Sunnyside 3:21	today 3:10,13 5:2 8:13,22 9:13,18 12:1 18:17 20:14	video 6:25	
sold 3:20,22 4:25 5:5 6:17,20,22 23:5	supposed 21:22	told 4:11 17:20, 22	violating 10:18	
son 4:4	<hr/> T <hr/>	Tommy 4:4	violation 3:10 6:23 8:19 9:16	
Sony 6:15	tag 6:25 7:20,22 8:10 15:25 18:7, 13 21:15 22:12	tone 12:3	violations 8:24	
sound 20:2	tagged 4:11 7:21 15:7	touching 15:24	violent 11:16	
speak 13:2	tags 16:1 21:16	trained 11:20 12:8	<hr/> W <hr/>	
spend 17:12 19:15	taking 10:8 14:21	transcript 3:7	Wait 7:16 21:19	
split 15:6	talk 9:11,20 13:22 16:15	treatment 17:5	waive 9:2	
spray 11:22	talked 17:7,11	trenches 12:6	waived 9:4	
square 14:16	talking 9:15 15:12 16:16 19:23	true 5:15	walkthrough 18:20	
stand 16:10	telephone 24:3	trust 12:13	wanted 16:3	
start 16:11 20:4	telling 12:14	Tuesday 6:8	wanting 21:23	
State 11:21	tells 6:17	TV 6:15	watch 15:2	
statements 3:18	ten-day 18:20	two-week's 13:11	weapons 11:19	
stay 14:12 16:18, 21,23	tenants 5:13	type 3:18	week 14:18	
staying 14:11	Tennessee 4:16 11:21	<hr/> U <hr/>	weeks 14:5	
stick 5:19 15:20	that'll 23:4 24:15	U-HAUL 7:9,12 8:5	whine 22:4	
storage 7:2 8:1	thing 5:6 6:18 7:13 9:12 10:17, 20 12:14 19:20 20:24 21:11	uh-huh 15:14 18:10,15 22:19, 22	whoa 14:24	
store 21:16	things 3:18 8:2 9:2 12:9,11 13:10,15,23 20:4	understand 12:25 14:13,14, 22,25 17:13,15 18:2 19:2 22:1,4, 10,14,18 23:18	wife 11:18 15:6 17:6	
stored 7:23	thinking 21:24		Williamson 6:9	
Story 3:8,9 5:10, 15,21 6:1,5,12 7:8,20 8:20 14:19 21:7 23:3,4,25 24:1,8			working 15:8	
			works 10:1	
			worthless 10:14	
			wrong 17:4	

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1

UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MICHIGAN

JEFFREY RYAN FENTON,

PLAINTIFF

v.

VIRGINIA LEE STORY ET AL.,

DEFENDANTS

CASE NO. 1:23-CV-1097

**DECLARATION CERTIFYING THE AUTHENTICITY AND ACCURACY OF
8/29/2019 TRANSCRIPT OF EVIDENCE AND AUDIO RECORDING OF HEARING**

Plaintiff brings this testimony pursuant to 28 U.S. Code § 1746.

I, Jeffrey Ryan Fenton, declare under oath as follows:

1. My name is Jeffrey Ryan Fenton.
2. I am the plaintiff in this federal lawsuit.
3. I am 54 years of age.
4. I am a citizen of the United States of America.
5. I am domiciled in Genesee County, Michigan.
6. My mailing address is 17195 Silver Parkway, #150, Fenton, MI 48430-3426.
7. Ms. Fawn Tiffany Fenton (hereinafter “Ms. Fenton”, “wife”, and “ex-wife”) and

I were together for fifteen years, thirteen of which we were married.

8. To reduce duplicity in the documentation filed with the court in this case, please

see my “List of Declarations by Jeffrey Ryan Fenton”, available both on the record in this federal lawsuit, as well as on the Internet¹. Each of my declarations named and linked from this list are incorporated into this document by reference.

9. This list of declarations shall be updated as I am able to complete more, to provide the most robust and complete set of facts which I am capable of producing at each moment and time, considering the other challenges which I must simultaneously face and manage, due to my need to represent myself *pro se* in this lawsuit.

10. These facts are related both to the precipitating cases in the State of Tennessee, as well as my numerous attempts to obtain a cure through the courts, their oversight boards, and both state and federal law enforcement agencies.

11. To date, absolutely zero relief has been within my reach, despite the egregious felonies committed against me by the defendants in this case.

12. I am an ADA party², qualified under the Americans with Disabilities Act of 1994, recognized as a vulnerable party, for consideration and accommodations to help me be able to realistically participate in, receive adequate protection from, and obtain justice through the federal judiciary of the United States of America.

13. Due to my disabilities (including both communication disabilities as well as my lack of education), further compounded by the extreme level of fraud committed in the precipitating actions by numerous powerful members of the court, I am literally unable to concisely articulate

¹ <https://rico.jefffenton.com/evidence/fenton-list-of-declarations-to-date.pdf>

² <https://rico.jefffenton.com/evidence/fenton-declaration-of-disabilities.pdf>

the depth and breadth of the crimes that have been committed against me and the damages which I have and continue to daily suffer, in a single “linear” document format, such as in a long all-encompassing declaration or affidavit.

14. A more in-depth explanation is provided in my “Declaration of Disabilities³”.

15. My August 29th, 2019 hearing in docket #48419B took place inside the “Historic Williamson County Courthouse” found on Main Street (U.S. 31) at 3rd Avenue South in Franklin, Tennessee.

16. On information and belief, the street address for the Historic Williamson County Courthouse is believed to be 305 Public Square, Franklin, TN 37064. (It is within walking distance of the County Judicial Center found at 135 4th Avenue South, Franklin, TN 37064.)

17. In attendance at this hearing were Chancellor Michael Weimar Binkley, opposing Counsel Attorney Virginia Lee Story, and myself, Jeffrey Ryan Fenton.

18. I represented myself *pro se* as of the start of this hearing, because I could no longer afford legal counsel after my home was ordered to be auctioned during my very first hearing in docket #48419B, prior to the start of discovery.

19. At the beginning of this hearing Chancellor Binkley exited the Court Room and procured the services of Emily L. Sipe, RPR, LCR, Tennessee LCR No. 608, with Harpeth Court Reporters for the purpose of recording our hearing.

20. After which I requested to hire her, and Attorney Story agreed to split the per diem

³ <https://rico.jefffenton.com/evidence/fenton-declaration-of-disabilities.pdf>

with me for her services.

21. Chancellor Binkley put his arrangement on the record at the top of the transcripts, stating: *“I want that to be in the Order because it's best that we put everything in the Order. This gentleman, he's going to share and pay one half of the per diem plus any expenses that he may incur as a result of asking for all or a portion of the transcript that will be ordered by him.”*

22. I also asked Chancellor Binkley for his permission to allow me to record the audio from that hearing, with a voice recorder I had brought with me. Chancellor Binkley openly approved in court, prior to me turning the device on. After which it continued to record the entire hearing, uninterrupted.

23. My mother and I meticulously and repeatedly compared the official transcripts of evidence prepared by licensed court reporter Emily L. Sipe, RPR, LCR, Tennessee LCR No. 608, with the audio recording from that same hearing, recorded with the permission of Judge Michael Weimar Binkley.

24. My mother and I carefully synchronized the audio recording with the written transcript, by writing the timestamps from the audio to the left of each new paragraph in the transcript (except when extremely short).

25. We methodically did this throughout the roughly 30-minute-long hearing.

26. This transcript consists of 25-typed pages, not counting the index.

27. My mother and I also made very minor language and grammatical corrections to Ms. Sipe's typed transcripts (to match what was said, having the exact audio clearly recorded, by which to verify it).

28. To easily differentiate the certified original transcripts from any corrections or timestamps which we made on the documents, we performed our work by hand, using bold red ink.

29. No pages or original text was removed, deleted, covered-up, or made illegible.

30. Beyond what is clearly recognizable, notated with red ink, using manual handwriting (instead of by any digital or typed process), I hereby provide my sworn declaration and oath, under the penalty of perjury, that no other modification⁴, addition, or subtraction was executed upon this certified original transcript⁵ of evidence from this 8/29/2019 hearing in Williamson County Chancery Court.

31. Similarly, audio recording “2019-08-29_chancery-hearing-audio-recording.mp3”, is the original, authentic, true verbatim audio recording⁶, of the same August 29, 2019 hearing in Williamson County Chancery Court.

32. This recording was performed with the permission of Chancellor Michael Weimar Binkley, granted immediately prior to starting my recording device.

33. This audio recording was created in good faith, and has been retained in its entirety, as is evidenced by the content matching nearly perfectly with the certified original transcript of evidence, recorded by licensed Tennessee court reporter, Emily L. Sipe, RPR, LCR No. 608.

⁴ Publishing exceptions: I’ve added a footer throughout showing the document and case information, as well as the URL to where both the written transcript and the audio recording can be found online. I’ve also redacted my ex-wife’s middle name for her privacy.

This declaration has also been appended to the transcript for simplicity, authentication, and ease of use.

Documentation regarding the violations of law, the federal rules, and the rules of professional conduct may also be added.

⁵ https://rico.jefffenton.com/evidence/2019-08-29_chancery-hearing-transcript-audio-markers.pdf

⁶ https://rico.jefffenton.com/evidence/2019-08-29_chancery-hearing-audio-recording.mp3

34. I believe that this audio recording is necessary to establish, determine, and prove the context, tone, respect, abuse, forcefulness, harassment, manner, concern, coercion, and care shown by defendants Binkley and Story during this critical hearing.

35. I do not believe that the above characteristics can be accurately determined and gauged by reading the typed transcripts alone, without hearing the actual words spoken.

36. I believe that the evidentiary value of this audio recording, increases the evidentiary value of the certified original transcript of evidence⁷.

37. I conversely believe that the evidentiary value of the certified original transcript⁸ of evidence, validates and increases the evidentiary value of this audio recording.⁹

38. On information and belief, I believe that it is self-evident that through cross-referencing and examination, that both this transcript of evidence combined with this audio recording from the same hearing, provide a far more comprehensive, complete, and accurate record of evidence from this hearing.

39. On information and belief, the conduct of the court and counsel during this one hearing is one of the most critical pieces of evidence I have for demonstrating the excessive foul-play between defendants Binkley and Story.

40. The only editing performed on this audio recording was to remove noise while attempting to balance and clarify our voices. The metadata was also populated to provide

⁷ https://rico.jeffenton.com/evidence/2019-08-29_chancery-hearing-transcript-audio-markers.pdf

⁸ https://rico.jeffenton.com/evidence/2019-08-29_chancery-hearing-transcript-audio-markers.pdf

⁹ https://rico.jeffenton.com/evidence/2019-08-29_chancery-hearing-audio-recording.mp3

contextual information.

41. I Jeffrey Ryan Fenton hereby provide my sworn declaration and oath, under the penalty of perjury, that this audio recording has not been added to, subtracted from, or modified in any way to change the factual contents of the testimony given in court on 8/29/2019.

42. I further certify and swear that this audio recording¹⁰ is an authentic, true, and complete audio recording of my hearing in Williamson County Chancery Court on 8/29/2019.

43. On information and belief, this audio evidence, when tested and verified against the true facts of the matters herein, the supreme law of the land, the judicial canons, the federal rules, the State of Tennessee's Rules of both Judicial and Professional Conduct, the record to date in docket #48419B, and the claims, demands, and orders by defendants Story and Binkley herein, prove that significant criminal misconduct was performed during this hearing by defendants Story and Binkley. At the same time a level of bias and collusion were demonstrated by defendant Binkley which clearly exceeded any tolerable threshold, by which defendant Binkley was stripped of all lawful authority prior to any valid orders being issued by this court.

44. Because defendant Binkley refused to recuse himself despite his obvious bias against me and his unlawful and even unethical actions in favor of defendant Story and her client, not only was every order of this court without lawful jurisdiction and authority due to him having been automatically disqualified by 455(a), but the lawless demands by defendant Story and the lawless orders by defendant Binkley were performed without legal authority and are in fact void.

¹⁰ https://rico.jefffenton.com/evidence/2019-08-29_chancery-hearing-audio-recording.mp3

45. Said orders constituted felony crimes committed against me, my life, my property, and my person, by defendants Binkley and Story, under the color of law, office, and official right, though wholly repugnant of the law.

46. On page-6, lines 20-23 of this transcript of evidence, defendant Story stated, *“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.”* **This is a bold face lie.**

47. On page-2, section IV of attorney Story's divorce complaint filed in #48419B, it states, *“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.”*

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 will take such actions as necessary to protect the marital assets as outlined with the mortgage payment in the title of the house. Wife has spoken to Plaintiff and made every attempt to have the house sold.

**Wife's Complaint for Divorce, Page 2, Section IV
Case 1:23-cv-01097-PLM-RSK, ECF 1-17, PageID.648**

48. Hence the claim that I was “dissipating marital assets” wasn't even physically possible in any meaningful capacity.

49. In the previous court order from the 8/1/2019 hearing, while I had the benefit of counsel, before I was financially forced to represent myself pro se in this court, the order of the court from the 8/1/2019 hearing stated in part, *“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.”

50. I did no more or less than I was allowed to per the express order of the court from the 8/1/2019 hearing by defendants Story and Binkley.

51. Yet I was chastised, harassed, and harshly punished under the false, fraudulent, and substantially impossible claims by defendant Story, “*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.*”

52. This was the clear crime of “**obstruction of justice**”, while I have evidence from both before and after that hearing, which clearly prove that Attorney Story was well aware that her claims were false. She intentionally “cried wolf”, with deceptive claims, for the specific purpose of having my wrongfully evicted from my home, and subsequently the State of Tennessee.

53. On information and belief, I believe that in this intentionally obstructive act by defendant Story, she committed both State and Federal felony crimes against me, while she also violated a multitude the State of Tennessee’s Rules of Professional Conduct.

54. On information and belief, I believe that defendant Story committed at least the following violations of Professional Conduct, by exerting these fraudulent claims:

Tenn. R. Sup. Ct. 8.4 – Misconduct:

- It is professional misconduct for a lawyer to:

- (c) engage in conduct involving dishonesty, fraud, deceit, or misrepresentation;
- (d) engage in conduct that is prejudicial to the administration of justice;

Tenn. R. Sup. Ct. 3.5 – Impartiality and Decorum of The Tribunal

- A lawyer shall not:
- (e) engage in conduct intended to disrupt a tribunal.

Tenn. R. Sup. Ct. 3.4 – Fairness to Opposing Party and Counsel

- A lawyer shall not:
- (e) in trial,
 - (1) allude to any matter that the lawyer does not reasonably believe is relevant or that will not be supported by admissible evidence; or
 - (2) assert personal knowledge of facts in issue except when testifying as a witness; or
 - (3) state a personal opinion as to the justness of a cause, the credibility of a witness, the culpability of a civil litigant or the guilt or innocence of an accused; or
- (g) request or assist any person **to take action that will render the person unavailable to appear** as a witness by way of deposition or at trial

55. During the 8/1/2019 hearing, the Court and Counsel evicted my tenants, who paid me \$1,400 per month in rents.

56. My rental income was my only stream of income¹¹, at that moment and time, due to the secret betrayal by my ex-wife and her counsel without lawful or ethical notice.

57. On information and belief, the result of my 8/1/2019 hearing was the court ordered auction of my marital residence, with no minimums.

58. On information and belief, the court knew that I was not employed at that moment, nor was I capable of immediately obtaining employment due to my disabilities combined with defendant Story's aggressive litigation. The changes which were being forced upon me during that month and a half demanded all of my attention to simply survive while trying not to lose more of my life, my freedom, or my property than was required by the circumstances and parties involved.

59. On information and belief, the events which took place and the testimony that was recorded during this 8/29/2019 hearing, are of critical value and consequence to my life and liberty, in my pursuit for justice without discrimination or bias.

60. None of this has been provided for any improper purpose.

¹¹ https://rico.jefffenton.com/evidence/2019-03-26_fenton-sunnyside-roommate-lease-merriman.pdf
https://rico.jefffenton.com/evidence/2019-04-09_fenton-sunnyside-roommate-lease-garcia.pdf

DECLARATION

Pursuant to 28 U.S. Code § 1746, I declare under penalty of perjury that the foregoing is true and correct, except as to matters herein stated to be on information and belief, and as to such matters, I certify as aforesaid that I verily believe the same to be true.

Executed on January 10, 2024



JEFFREY RYAN FENTON

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A list of all my published declarations of fact and testimony can be found online at:
<https://rico.jefffenton.com/evidence/fenton-list-of-declarations-to-date.pdf>

2

Tenn. R. Sup. Ct. 2.11

Rule 2.11 - Disqualification

(A) A judge shall disqualify himself or herself in any proceeding in which the judge's impartiality might reasonably be questioned, including but not limited to the following circumstances:

(1) The judge has a personal bias or prejudice concerning a party or a party's lawyer, or personal knowledge of facts that are in dispute in the proceeding.

(2) The judge knows that the judge, the judge's spouse or domestic partner, or a person within the third degree of relationship to either of them, or the spouse or domestic partner of such a person is:

(a) a party to the proceeding, or an officer, director, general partner, managing member, or trustee of a party;

(b) acting as a lawyer in the proceeding;

(c) a person who has more than a de minimis interest that could be substantially affected by the proceeding; or

(d) likely to be a material witness in the proceeding.

(3) The judge knows that he or she, individually or as a fiduciary, or the judge's spouse, domestic partner, parent, or child, or any other member of the judge's family residing in the judge's household, has an economic interest in the subject matter in controversy or is a party to the proceeding.

(4) The judge knows or learns by means of a timely motion that a party, a party's lawyer, or the law firm of a party's lawyer has made contributions or given such support to the judge's campaign that the judge's impartiality might reasonably be questioned.

(5) The judge, while a judge or a judicial candidate, has made a public statement, other than in a court proceeding, judicial decision, or opinion, that commits or appears to commit the judge to reach a particular result or rule in a particular way in the proceeding or controversy.

(6) The judge:

(a) served as a lawyer in the matter in controversy, or was associated with a lawyer who participated substantially as a lawyer in the matter during such association;

(b) served in governmental employment, and in such capacity participated personally and substantially as a lawyer or public official concerning the proceeding, or has publicly expressed in such capacity an opinion concerning the merits of the particular matter in controversy;

(c) was a material witness concerning the matter;

(d) previously presided as a judge over the matter in an inferior court; or

(e) previously participated in a judicial settlement conference in the matter. Prior participation in a judicial settlement conference does not prohibit the judge from disposing of any uncontested issues in the matter.

(B) A judge shall keep informed about the judge's personal and fiduciary economic interests, and make a reasonable effort to keep informed about the personal economic interests of the judge's spouse or domestic partner and minor children residing in the judge's household.

(C) A judge subject to disqualification under this Rule, other than for bias or prejudice under paragraph (A)(1) or for participation in a judicial settlement conference under paragraph (A)(6)(e), may disclose on the record the basis of the judge's disqualification and may ask the parties and their lawyers to consider, outside the presence of the judge and court personnel, whether to waive disqualification. If, following the disclosure, the parties and lawyers agree, without participation by the judge or court personnel, that the judge should not be disqualified, the judge may participate in the proceeding. The agreement shall be incorporated into the record of the proceeding.

(D) Upon the making of a motion seeking disqualification, recusal, or a determination of constitutional or statutory incompetence, a judge shall act promptly by written order and either grant or deny the motion. If the motion is denied, the judge shall state in writing the grounds upon which he or she denies the motion.

Tenn. R. Sup. Ct. 2.11

Comment

[1] *Under this Rule, a judge is disqualified whenever the judge's impartiality might reasonably be questioned, regardless of whether any of the specific provisions of paragraphs (A)(1) through (6) apply. In many jurisdictions, the term "recusal" is used interchangeably with the term "disqualification."*

[2] *A judge is obligated not to hear or decide matters in which disqualification is required, even though a motion to disqualify is not filed.*

[3] *The rule of necessity may override the rule of disqualification. For example, a judge might be required to participate in judicial review of a judicial salary statute, or might be the only judge available in a matter requiring immediate judicial action, such as a hearing on probable cause or a temporary restraining order. In matters that require immediate action, the judge must disclose on the record the basis for possible disqualification and make reasonable efforts to transfer the matter to another judge as soon as practicable.*

[4] *The fact that a lawyer in a proceeding is affiliated with a law firm with which a relative of the judge is affiliated does not itself disqualify the judge. If, however, the judge's impartiality might reasonably be questioned under paragraph (A), or the relative is known by the judge to have an interest in the law firm that could be substantially affected by the proceeding under paragraph (A)(2)(c), the judge's disqualification is required.*

[5] *A judge should disclose on the record information that the judge believes the parties or their lawyers might reasonably consider relevant to a possible motion for disqualification, even if the judge believes there is no basis for disqualification.*

[6] "Economic interest," as set forth in the Terminology section, means ownership of more than a de minimis legal or equitable interest. Except for situations in which a judge participates in the management of such a legal or equitable interest, or the interest could be substantially affected by the outcome of a proceeding before a judge, it does not include:

(1) an interest in the individual holdings within a mutual or common investment fund;

(2) an interest in securities held by an educational, religious, charitable, fraternal, or civic organization in which the judge or the judge's spouse, domestic partner, parent, or child serves as a director, officer, advisor, or other participant;

(3) a deposit in a financial institution or deposits or proprietary interests the judge may maintain as a member of a mutual savings association or credit union, or similar proprietary interests; or

(4) an interest in the issuer of government securities held by the judge.

[7] The fact that a lawyer in a proceeding, or a litigant, contributed to the judge's campaign, or supported the judge in his or her election does not of itself disqualify the judge. Absent other facts, campaign contributions within the limits of the "Campaign Contributions Limits Act of 1995," Tennessee Code Annotated Title 2, Chapter 10, Part 3, or similar law should not result in disqualification. However, campaign contributions or support a judicial candidate receives may give rise to disqualification if the judge's impartiality might reasonably be questioned. In determining whether a judge's impartiality might reasonably be questioned for this reason, a judge should consider the following factors among others:

(1) The level of support or contributions given, directly or indirectly, by a litigant in relation both to aggregate support (direct and indirect) for the individual judge's campaign and to the total amount spent by all candidates for that judgeship;

(2) If the support is monetary, whether any distinction between direct contributions or independent expenditures bears on the disqualification question;

(3) The timing of the support or contributions in relation to the case for which disqualification is sought; and

(4) If the supporter or contributor is not a litigant, the relationship, if any, between the supporter or contributor and (i) any of the litigants, (ii) the issue before the court, (iii) the judicial candidate or opponent, and (iv) the total support received by the judicial candidate or opponent and the total support received by all candidates for that judgeship.

[8] Trial judges sometimes sit by designation on courts of appeal, and vice versa. Such judges should not hear cases over which they presided in a different court, and paragraph A(6)(d) makes that clear. This Rule, however, applies only to judges who have heard the case in "an inferior court," and does not apply to a judge who decided a case on a panel of an appellate court subsequently participating in the rehearing of the case en banc with that same court.

[9] There are several bases upon which a judge should determine whether to preside over a case. These include this Rule, Tennessee Constitution Article VI, Section 11 (incompetence) and Tenn. Code Ann. Title 17, Chapter 2 (incompetence, disability and interchange). This Rule requires judges to employ constitutional, statutory and procedural rules to determine motions for issues related to whether the judge should preside over a case. For example, Tenn. Sup. Ct. R. 10B governs the filing and disposition of motions for disqualification or recusal, as well as appeals from the denial of such motions.

[10] In rare instances, a motion for recusal might seek the recusal of all judges sitting as a multi-judge court (i.e., an intermediate appellate court or the Supreme Court). Paragraph (A) of this Rule provides that "[a] judge shall disqualify himself or herself in any proceeding in which the judge's impartiality might reasonably be questioned[.]" Also, the specific grounds for disqualification listed in this Rule necessarily apply to individual judges. For both reasons, a motion seeking to recuse all members of a multi-judge court must be treated as an individual motion as to each judge of the court; each judge therefore must rule upon the motion as to the alleged grounds pertaining to that individual judge.

[11] In courts not of record, such as general sessions and municipal courts, a written notation on the judgment, warrant, citation or other pleading before the court is sufficient to meet the requirements in paragraph (D) that the judge file a "written order" and, if denying the motion, that "the judge shall state in writing the grounds upon which he or she denies the motion." In those courts, no separate order regarding the motion need be filed by the judge.

Rule 2.12

28 U.S.C. § 455

Section 455 - Disqualification of justice, judge, or magistrate judge

(a) Any justice, judge, or magistrate judge of the United States shall disqualify himself in any proceeding in which his impartiality might reasonably be questioned.

(b) He shall also disqualify himself in the following circumstances:

(1) Where he has a personal bias or prejudice concerning a party, or personal knowledge of disputed evidentiary facts concerning the proceeding;

(2) Where in private practice he served as lawyer in the matter in controversy, or a lawyer with whom he previously practiced law served during such association as a lawyer concerning the matter, or the judge or such lawyer has been a material witness concerning it;

(3) Where he has served in governmental employment and in such capacity participated as counsel, adviser or material witness concerning the proceeding or expressed an opinion concerning the merits of the particular case in controversy;

(4) He knows that he, individually or as a fiduciary, or his spouse or minor child residing in his household, has a financial interest in the subject matter in controversy or in a party to the proceeding, or any other interest that could be substantially affected by the outcome of the proceeding;

(5) He or his spouse, or a person within the third degree of relationship to either of them, or the spouse of such a person:

(i) Is a party to the proceeding, or an officer, director, or trustee of a party;

(ii) Is acting as a lawyer in the proceeding;

(iii) Is known by the judge to have an interest that could be substantially affected by the outcome of the proceeding;

(iv) Is to the judge's knowledge likely to be a material witness in the proceeding.

(c) A judge should inform himself about his personal and fiduciary financial interests, and make a reasonable effort to inform himself about the personal financial interests of his spouse and minor children residing in his household.

(d) For the purposes of this section the following words or phrases shall have the meaning indicated:

(1) "proceeding" includes pretrial, trial, appellate review, or other stages of litigation;

(2) the degree of relationship is calculated according to the civil law system;

(3) "fiduciary" includes such relationships as executor, administrator, trustee, and guardian;

Tenn. R. Sup. Ct. 3.4

Rule 3.4 - Fairness to Opposing Party and Counsel

A lawyer shall not:

- (a) unlawfully obstruct another party's access to evidence or unlawfully alter, destroy, or conceal a document or other material having potential evidentiary value. A lawyer shall not counsel or assist another person to do any such act; or
- (b) falsify evidence, counsel or assist a witness to offer false or misleading testimony; or
- (c) knowingly disobey an obligation under the rules of a tribunal, except for an open refusal based on an assertion that no valid obligation exists; or
- (d) in pretrial procedure, make a frivolous discovery request or fail to make a reasonably diligent effort to comply with a legally proper discovery request by an opposing party; or
- (e) in trial,
 - (1) allude to any matter that the lawyer does not reasonably believe is relevant or that will not be supported by admissible evidence; or
 - (2) assert personal knowledge of facts in issue except when testifying as a witness; or
 - (3) state a personal opinion as to the justness of a cause, the credibility of a witness, the culpability of a civil litigant or the guilt or innocence of an accused; or
- (f) request a person other than a client to refrain from voluntarily giving relevant information to another party unless:
 - (1) the person is a relative or an employee or other agent of a client; and
 - (2) the lawyer reasonably believes that the person's interests will not be adversely affected by refraining from giving such information; or
- (g) request or assist any person to take action that will render the person unavailable to appear as a witness by way of deposition or at trial; or
- (h) offer an inducement to a witness that is prohibited by law; or pay, offer to pay, or acquiesce in the payment of compensation to a witness contingent on the content of his or her testimony or the outcome of the case. A lawyer may advance, guarantee, or acquiesce in the payment of:
 - (1) expenses reasonably incurred by a witness in attending or testifying;
 - (2) reasonable compensation to a witness for that witness's loss of time in attending or testifying; or
 - (3) a reasonable fee for the professional services of an expert witness.

Tenn. R. Sup. Ct. 3.4

Comment

[1] The procedure of the adversary system contemplates that the evidence in a case is to be marshaled competitively by the contending parties. Fair competition in the adversary system is secured by prohibitions against destruction or concealment of evidence, improperly influencing witnesses, obstructive tactics in discovery procedure, and the like.

[2] Documents and other items of evidence are often essential to establish a claim or defense. Subject to evidentiary privileges, the right of an opposing party, including the government, to obtain evidence through discovery or subpoena is an important procedural right. The exercise of that right can be frustrated if relevant material is altered, concealed, or destroyed. Applicable law in many jurisdictions makes it an offense to destroy material for the purpose of impairing its availability in a pending proceeding or one whose commencement can be foreseen. Falsifying evidence is also generally a criminal offense. Paragraph (a) applies to evidentiary material generally, including computerized information. Applicable law may permit a lawyer to take temporary possession of physical evidence of client crimes for the purpose of conducting a limited examination that will not alter or destroy material characteristics of the evidence. In such a case, applicable law may require the lawyer to turn the evidence over to the police or other prosecuting authority, depending on the circumstances.

[3] Although paragraph (f) broadly prohibits lawyers from taking extrajudicial action to impede informal fact-gathering, it does permit the lawyer to request that the lawyer's client, and relatives, employees, or agents of the client, refrain from voluntarily giving information to another party. This principle follows because such relatives and employees will normally identify their interests with those of the client. See also RPC 4.2.

[4] With regard to paragraph (h), it is not improper to pay a witness's expenses or to compensate an expert witness on terms permitted by law. The common law rule in most jurisdictions is that it is improper to pay an occurrence witness any fee for testifying and that it is improper to pay an expert witness a contingent fee.

DEFINITIONAL CROSS-REFERENCES "Knowingly" See RPC 1.0(f) "Material" See RPC 1.0(o) "Reasonable" and "reasonably" See RPC 1.0(h) "Reasonably believes" See RPC 1.0(i) "Tribunal" See RPC 1.0(m)

Tenn. R. Sup. Ct. 8.4

Rule 8.4 - MISCONDUCT

It is professional misconduct for a lawyer to:

- (a) violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another;
- (b) commit a criminal act that reflects adversely on the lawyer's honesty, trustworthiness, or fitness as a lawyer in other respects;
- (c) engage in conduct involving dishonesty, fraud, deceit, or misrepresentation;
- (d) engage in conduct that is prejudicial to the administration of justice;
- (e) state or imply an ability to influence a tribunal or a governmental agency or official on grounds unrelated to the merits of, or the procedures governing, the matter under consideration;
- (f) knowingly assist a judge or judicial officer in conduct that is a violation of applicable rules of judicial conduct or other law; or
- (g) knowingly fail to comply with a final court order entered in a proceeding in which the lawyer is a party, unless the lawyer is unable to comply with the order or is seeking in good faith to determine the validity, scope, meaning, or application of the law upon which the order is based.

Tenn. R. Sup. Ct. 8.4

Comment

[1] Lawyers are subject to discipline when they violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another, as when they request or instruct an agent to do so on the lawyer's behalf. Paragraph (a), however, does not prohibit a lawyer from advising a client concerning action the client is legally entitled to take.

[2] Many kinds of illegal conduct reflect adversely on fitness to practice law, such as offenses involving fraud and the offense of willful failure to file an income tax return. However, some kinds of offenses carry no such implication. Traditionally, the distinction was drawn in terms of offenses involving "moral turpitude." That concept can be construed to include offenses concerning some matters of personal morality, such as adultery and comparable offenses, that have no specific connection to fitness for the practice of law. Although a lawyer is personally answerable to the entire criminal law, a lawyer should be professionally answerable only for offenses that indicate lack of those characteristics relevant to law practice. Offenses involving violence, dishonesty, breach of trust, or serious interference with the administration of justice are in that category. Although under certain circumstances a single offense reflecting adversely on a lawyer's fitness to practice - such as a minor assault - may not be sufficiently serious to warrant discipline, a pattern of repeated offenses, even ones that are of minor significance when considered separately, can indicate indifference to legal obligation.

[3] A lawyer who, in the course of representing a client, knowingly manifests, by words or conduct, bias or prejudice based on race, sex, religion, national origin, disability, age, sexual orientation, or socio-economic status violates paragraph (d) when such actions are prejudicial to the administration of justice. Legitimate advocacy respecting the foregoing factors does not violate paragraph (d).

Tenn. R. Sup. Ct. 3.5

Rule 3.5 - Impartiality and Decorum of The Tribunal

A lawyer shall not:

- (a) seek to influence a judge, juror, prospective juror, or other official by means prohibited by law;
- (b) communicate ex parte with such a person during the proceeding unless authorized to do so by law or court order;
- (c) communicate with a juror or prospective juror after discharge of the jury if:
 - (1) the communication is prohibited by law or court order;
 - (2) the juror has made known to the lawyer a desire not to communicate; or
 - (3) the communication involves misrepresentation, coercion, duress, or harassment;
- (d) conduct a vexatious or harassing investigation of a juror or prospective juror; or
- (e) engage in conduct intended to disrupt a tribunal.

Tenn. R. Sup. Ct. 3.5

Comment

[1] Many forms of improper influence upon a tribunal are proscribed by criminal law. Others are specified in the Tennessee Code of Judicial Conduct, with which an advocate should be familiar. A lawyer is required to avoid contributing to a violation of such provisions. For example, a lawyer shall not give or lend anything of value to a judge, judicial officer, or employee of a tribunal, except as permitted by RJC 3.13 of the Code of Judicial Conduct. A lawyer, however, may make a contribution to the campaign fund of a candidate for judicial office in conformity with RJC 4.4 of the Code of Judicial Conduct.

[2] During a proceeding a lawyer may not communicate ex parte with persons serving in an official capacity in the proceeding, such as judges, masters or jurors, unless authorized to do so by law or court order. Unless such a communication is otherwise prohibited by law or court order, paragraph (b) of this Rule would not prohibit a lawyer from communicating with a judge on the merits of the cause in writing if the lawyer promptly delivers a copy of the writing to opposing counsel and to parties who are not represented by counsel because that would not be an ex parte communication.

[3] Paragraph (b) also does not prohibit a lawyer from communicating with a judge in an ex parte hearing to establish the absence of a conflict of interest under RPC 1.7(c). In such proceedings, the lawyer is of course bound by the duty of candor in RPC 3.3(a)(3).

[4] A lawyer may on occasion want to communicate with a juror or prospective juror after the jury has been discharged. The lawyer may do so unless the communication is prohibited by law or a court order entered in the case or by a federal court rule, but must respect the desire of the juror not to talk with the lawyer. The lawyer may not engage in improper conduct during the communication. As the Court stated in *State v. Thomas*, 813 S.W. 2d. 395 (Tenn. 1991): "After the trial, communication by a lawyer with jurors is permitted so long as he [or she] refrains from asking questions or making comments that tend to harass or embarrass the juror or to influence actions of the juror in future cases. Were a lawyer to be prohibited from communicating after trial with a juror, he [or she] could

not ascertain if the verdict might be subject to legal challenge, in which event the invalidity of a verdict might go undetected." Id. (quoting Tenn. Sup. Ct. R. 8, EC 7-291). The Court went on to state in Thomas that "Rule 8 therefore allows post-trial interviews by Counsel with jurors on these matters without the prior approval of the trial court." Id. at 396. Although the Court's analysis in Thomas was based on an earlier version of Rule 8 (i.e., the Code of Professional Responsibility), the foregoing principles quoted from Thomas remain valid in the context of RPC 3.5.

[4a] A communication with, or an investigation of, the spouse, child, parent, or sibling of a juror or prospective juror will be deemed a communication with or an investigation of the juror or prospective juror.

[5] The advocate's function is to present evidence and argument so that the cause may be decided according to law. Refraining from abusive or obstreperous conduct is a corollary of the advocate's right to speak on behalf of litigants. A lawyer may stand firm against abuse by a judge, but should avoid reciprocation; the judge's default is no justification for similar dereliction by an advocate. An advocate can present the cause, protect the record for subsequent review, and preserve professional integrity by patient firmness no less effectively than by belligerence or theatrics.

[6] The duty to refrain from disruptive conduct applies to any proceeding of a tribunal, including a deposition. See RPC 1.0(m).

DEFINITIONAL CROSS-REFERENCES "Known" See RPC 1.0(f) "Tribunal" See RPC 1.0(m)

3

EXHIBIT #2

2020 FEB 19 PM 1:10

FILED FOR ENTRY

FAWN [REDACTED] FENTON

VS

JEFFREY RYAN FENTON

Hearing

August 29, 2019

H

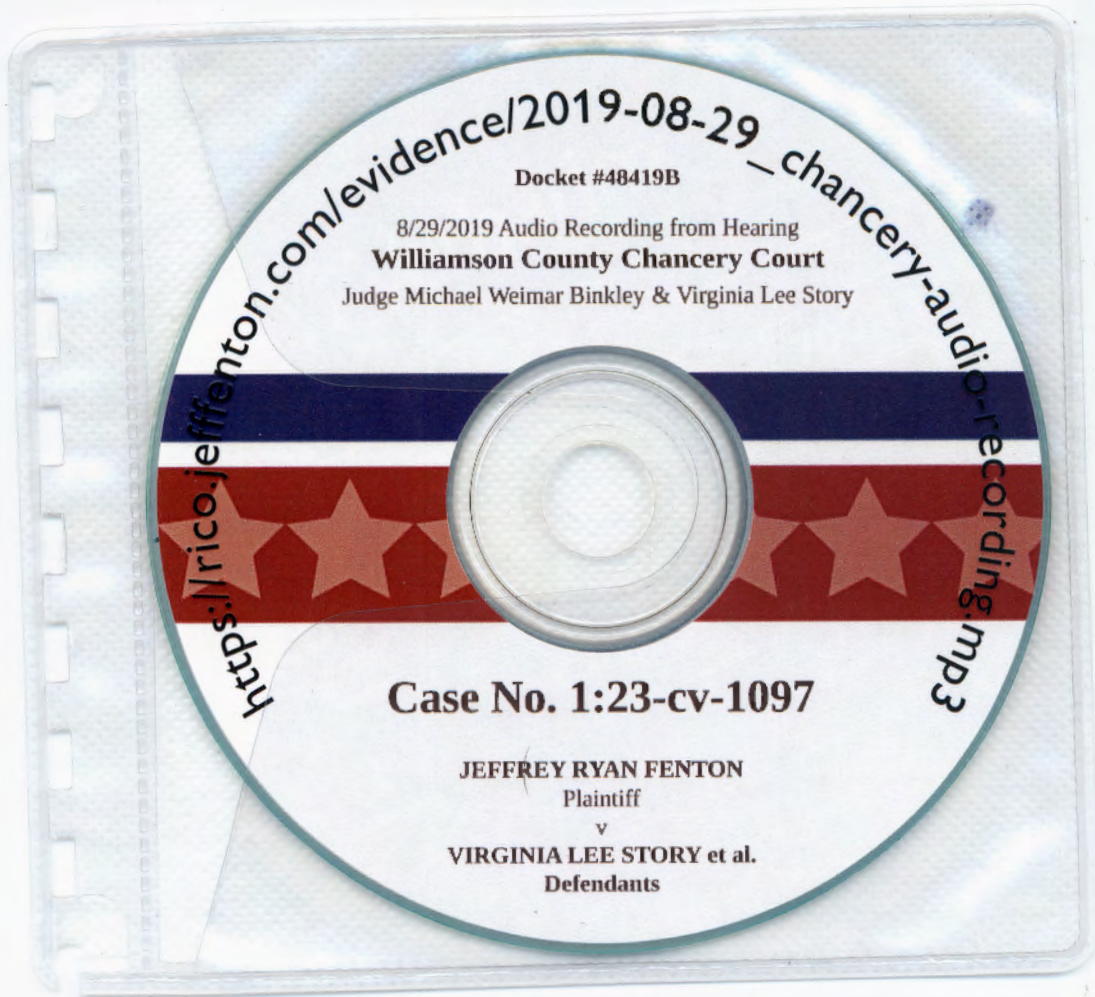
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UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MICHIGAN

FILED - LN

January 19, 2024 5:03 PM
CLERK OF COURT
U.S. DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
BY: jjg / _____ SCANNED BY: 2001/22

JEFFREY RYAN FENTON,

PLAINTIFF

v.

VIRGINIA LEE STORY ET AL.,

DEFENDANTS

CASE NO. 1:23-cv-1097

**DECLARATION CERTIFYING THE AUTHENTICITY AND ACCURACY OF
8/29/2019 TRANSCRIPT OF EVIDENCE AND AUDIO RECORDING OF HEARING**

Plaintiff brings this testimony pursuant to 28 U.S. Code § 1746.

I, Jeffrey Ryan Fenton, declare under oath as follows:

1. My name is Jeffrey Ryan Fenton.
2. I am the plaintiff in this federal lawsuit.
3. I am 54 years of age.
4. I am a citizen of the United States of America.
5. I am domiciled in Genesee County, Michigan.
6. My mailing address is 17195 Silver Parkway, #150, Fenton, MI 48430-3426.
7. Ms. Fawn Tiffany Fenton (hereinafter "Ms. Fenton", "wife", and "ex-wife") and

I were together for fifteen years, thirteen of which we were married.

8. To reduce duplicity in the documentation filed with the court in this case, please

see my “List of Declarations by Jeffrey Ryan Fenton”, available both on the record in this federal lawsuit, as well as on the Internet¹. Each of my declarations named and linked from this list are incorporated into this document by reference.

9. This list of declarations shall be updated as I am able to complete more, to provide the most robust and complete set of facts which I am capable of producing at each moment and time, considering the other challenges which I must simultaneously face and manage, due to my need to represent myself *pro se* in this lawsuit.

10. These facts are related both to the precipitating cases in the State of Tennessee, as well as my numerous attempts to obtain a cure through the courts, their oversight boards, and both state and federal law enforcement agencies.

11. To date, absolutely zero relief has been within my reach, despite the egregious felonies committed against me by the defendants in this case.

12. I am an ADA party², qualified under the Americans with Disabilities Act of 1994, recognized as a vulnerable party, for consideration and accommodations to help me be able to realistically participate in, receive adequate protection from, and obtain justice through the federal judiciary of the United States of America.

13. Due to my disabilities (including both communication disabilities as well as my lack of education), further compounded by the extreme level of fraud committed in the precipitating actions by numerous powerful members of the court, I am literally unable to concisely articulate

¹ <https://rico.jefffenton.com/evidence/fenton-list-of-declarations-to-date.pdf>

² <https://rico.jefffenton.com/evidence/fenton-declaration-of-disabilities.pdf>

the depth and breadth of the crimes that have been committed against me and the damages which I have and continue to daily suffer, in a single “linear” document format, such as in a long all-encompassing declaration or affidavit.

14. A more in-depth explanation is provided in my “Declaration of Disabilities³”.

15. My August 29th, 2019 hearing in docket #48419B took place inside the “Historic Williamson County Courthouse” found on Main Street (U.S. 31) at 3rd Avenue South in Franklin, Tennessee.

16. On information and belief, the street address for the Historic Williamson County Courthouse is believed to be 305 Public Square, Franklin, TN 37064. (It is within walking distance of the County Judicial Center found at 135 4th Avenue South, Franklin, TN 37064.)

17. In attendance at this hearing were Chancellor Michael Weimar Binkley, opposing Counsel Attorney Virginia Lee Story, and myself, Jeffrey Ryan Fenton.

18. I represented myself *pro se* as of the start of this hearing, because I could no longer afford legal counsel after my home was ordered to be auctioned during my very first hearing in docket #48419B, prior to the start of discovery.

19. At the beginning of this hearing Chancellor Binkley exited the Court Room and procured the services of Emily L. Sipe, RPR, LCR, Tennessee LCR No. 608, with Harpeth Court Reporters for the purpose of recording our hearing.

20. After which I requested to hire her, and Attorney Story agreed to split the per diem

³ <https://rico.jefffenton.com/evidence/fenton-declaration-of-disabilities.pdf>

with me for her services.

21. Chancellor Binkley put his arrangement on the record at the top of the transcripts, stating: *“I want that to be in the Order because it's best that we put everything in the Order. This gentleman, he's going to share and pay one half of the per diem plus any expenses that he may incur as a result of asking for all or a portion of the transcript that will be ordered by him.”*

22. I also asked Chancellor Binkley for his permission to allow me to record the audio from that hearing, with a voice recorder I had brought with me. Chancellor Binkley openly approved in court, prior to me turning the device on. After which it continued to record the entire hearing, uninterrupted.

23. My mother and I meticulously and repeatedly compared the official transcripts of evidence prepared by licensed court reporter Emily L. Sipe, RPR, LCR, Tennessee LCR No. 608, with the audio recording from that same hearing, recorded with the permission of Judge Michael Weimar Binkley.

24. My mother and I carefully synchronized the audio recording with the written transcript, by writing the timestamps from the audio to the left of each new paragraph in the transcript (except when extremely short).

25. We methodically did this throughout the roughly 30-minute-long hearing.

26. This transcript consists of 25-typed pages, not counting the index.

27. My mother and I also made very minor language and grammatical corrections to Ms. Sipe's typed transcripts (to match what was said, having the exact audio clearly recorded, by which to verify it).

28. To easily differentiate the certified original transcripts from any corrections or timestamps which we made on the documents, we performed our work by hand, using bold red ink.

29. No pages or original text was removed, deleted, covered-up, or made illegible.

30. Beyond what is clearly recognizable, notated with red ink, using manual handwriting (instead of by any digital or typed process), I hereby provide my sworn declaration and oath, under the penalty of perjury, that no other modification⁴, addition, or subtraction was executed upon this certified original transcript⁵ of evidence from this 8/29/2019 hearing in Williamson County Chancery Court.

31. Similarly, audio recording “2019-08-29_chancery-hearing-audio-recording.mp3”, is the original, authentic, true verbatim audio recording⁶, of the same August 29, 2019 hearing in Williamson County Chancery Court.

32. This recording was performed with the permission of Chancellor Michael Weimar Binkley, granted immediately prior to starting my recording device.

33. This audio recording was created in good faith, and has been retained in its entirety, as is evidenced by the content matching nearly perfectly with the certified original transcript of evidence, recorded by licensed Tennessee court reporter, Emily L. Sipe, RPR, LCR No. 608.

⁴ Publishing exceptions: I've added a footer throughout showing the document and case information, as well as the URL to where both the written transcript and the audio recording can be found online. I've also redacted my ex-wife's middle name for her privacy.

This declaration has also been appended to the transcript for simplicity, authentication, and ease of use.

Documentation regarding the violations of law, the federal rules, and the rules of professional conduct may also be added.

⁵ https://rico.jefffenton.com/evidence/2019-08-29_chancery-hearing-transcript-audio-markers.pdf

⁶ https://rico.jefffenton.com/evidence/2019-08-29_chancery-hearing-audio-recording.mp3

Initials: 

34. I believe that this audio recording is necessary to establish, determine, and prove the context, tone, respect, abuse, forcefulness, harassment, manner, concern, coercion, and care shown by defendants Binkley and Story during this critical hearing.

35. I do not believe that the above characteristics can be accurately determined and gauged by reading the typed transcripts alone, without hearing the actual words spoken.

36. I believe that the evidentiary value of this audio recording, increases the evidentiary value of the certified original transcript of evidence⁷.

37. I conversely believe that the evidentiary value of the certified original transcript⁸ of evidence, validates and increases the evidentiary value of this audio recording.⁹

38. On information and belief, I believe that it is self-evident that through cross-referencing and examination, that both this transcript of evidence combined with this audio recording from the same hearing, provide a far more comprehensive, complete, and accurate record of evidence from this hearing.

39. On information and belief, the conduct of the court and counsel during this one hearing is one of the most critical pieces of evidence I have for demonstrating the excessive foul-play between defendants Binkley and Story.

40. The only editing performed on this audio recording was to remove noise while attempting to balance and clarify our voices. The metadata was also populated to provide

⁷ https://rico.jefffenton.com/evidence/2019-08-29_chancery-hearing-transcript-audio-markers.pdf

⁸ https://rico.jefffenton.com/evidence/2019-08-29_chancery-hearing-transcript-audio-markers.pdf

⁹ https://rico.jefffenton.com/evidence/2019-08-29_chancery-hearing-audio-recording.mp3

contextual information.

41. I Jeffrey Ryan Fenton hereby provide my sworn declaration and oath, under the penalty of perjury, that this audio recording has not been added to, subtracted from, or modified in any way to change the factual contents of the testimony given in court on 8/29/2019.

42. I further certify and swear that this audio recording¹⁰ is an authentic, true, and complete audio recording of my hearing in Williamson County Chancery Court on 8/29/2019.

43. On information and belief, this audio evidence, when tested and verified against the true facts of the matters herein, the supreme law of the land, the judicial canons, the federal rules, the State of Tennessee's Rules of both Judicial and Professional Conduct, the record to date in docket #48419B, and the claims, demands, and orders by defendants Story and Binkley herein, prove that significant criminal misconduct was performed during this hearing by defendants Story and Binkley. At the same time a level of bias and collusion were demonstrated by defendant Binkley which clearly exceeded any tolerable threshold, by which defendant Binkley was stripped of all lawful authority prior to any valid orders being issued by this court.

44. Because defendant Binkley refused to recuse himself despite his obvious bias against me and his unlawful and even unethical actions in favor of defendant Story and her client, not only was every order of this court without lawful jurisdiction and authority due to him having been automatically disqualified by 455(a), but the lawless demands by defendant Story and the lawless orders by defendant Binkley were performed without legal authority and are in fact void.

¹⁰ https://rico.jefffenton.com/evidence/2019-08-29_chancery-hearing-audio-recording.mp3

45. Said orders constituted felony crimes committed against me, my life, my property, and my person, by defendants Binkley and Story, under the color of law, office, and official right, though wholly repugnant of the law.

46. On page-6, lines 20-23 of this transcript of evidence, defendant Story stated, *“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.”* **This is a bold face lie.**

47. On page-2, section IV of attorney Story's divorce complaint filed in #48419B, it states, *“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.”*

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 refused to work and has not paid the mortgage payment as required with the mortgage payment in the bills of the house. Wife has spoken to Husband and made every attempt to have the house sold.

**Wife's Complaint for Divorce, Page 2, Section IV
Case 1:23-cv-01097-PLM-RSK, ECF 1-17, PageID.648**

48. Hence the claim that I was “dissipating marital assets” wasn't even physically possible in any meaningful capacity.

49. In the previous court order from the 8/1/2019 hearing, while I had the benefit of counsel, before I was financially forced to represent myself pro se in this court, the order of the court from the 8/1/2019 hearing stated in part, *“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.”

50. I did no more or less than I was allowed to per the express order of the court from the 8/1/2019 hearing by defendants Story and Binkley.

51. Yet I was chastised, harassed, and harshly punished under the false, fraudulent, and substantially impossible claims by defendant Story, *“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.”*

52. This was the clear crime of **“obstruction of justice”**, while I have evidence from both before and after that hearing, which clearly prove that Attorney Story was well aware that her claims were false. She intentionally “cried wolf”, with deceptive claims, for the specific purpose of having my wrongfully evicted from my home, and subsequently the State of Tennessee.

53. On information and belief, I believe that in this intentionally obstructive act by defendant Story, she committed both State and Federal felony crimes against me, while she also violated a multitude the State of Tennessee’s Rules of Professional Conduct.

54. On information and belief, I believe that defendant Story committed at least the following violations of Professional Conduct, by exerting these fraudulent claims:

Tenn. R. Sup. Ct. 8.4 – Misconduct:

- It is professional misconduct for a lawyer to:

- (c) engage in conduct involving dishonesty, fraud, deceit, or misrepresentation;
- (d) engage in conduct that is prejudicial to the administration of justice;

Tenn. R. Sup. Ct. 3.5 – Impartiality and Decorum of The Tribunal

- A lawyer shall not:
- (e) engage in conduct intended to disrupt a tribunal.

Tenn. R. Sup. Ct. 3.4 – Fairness to Opposing Party and Counsel

- A lawyer shall not:
- (e) in trial,
 - (1) allude to any matter that the lawyer does not reasonably believe is relevant or that will not be supported by admissible evidence; or
 - (2) assert personal knowledge of facts in issue except when testifying as a witness; or
 - (3) state a personal opinion as to the justness of a cause, the credibility of a witness, the culpability of a civil litigant or the guilt or innocence of an accused; or
- (g) request or assist any person **to take action that will render the person unavailable to appear** as a witness by way of deposition or at trial

55. During the 8/1/2019 hearing, the Court and Counsel evicted my tenants, who paid me \$1,400 per month in rents.

56. My rental income was my only stream of income¹¹, at that moment and time, due to the secret betrayal by my ex-wife and her counsel without lawful or ethical notice.

57. On information and belief, the result of my 8/1/2019 hearing was the court ordered auction of my marital residence, with no minimums.

58. On information and belief, the court knew that I was not employed at that moment, nor was I capable of immediately obtaining employment due to my disabilities combined with defendant Story's aggressive litigation. The changes which were being forced upon me during that month and a half demanded all of my attention to simply survive while trying not to lose more of my life, my freedom, or my property than was required by the circumstances and parties involved.

59. On information and belief, the events which took place and the testimony that was recorded during this 8/29/2019 hearing, are of critical value and consequence to my life and liberty, in my pursuit for justice without discrimination or bias.

60. None of this has been provided for any improper purpose.

¹¹ https://rico.jefffenton.com/evidence/2019-03-26_fenton-sunnyside-roommate-lease-merriman.pdf
https://rico.jefffenton.com/evidence/2019-04-09_fenton-sunnyside-roommate-lease-garcia.pdf

DECLARATION

Pursuant to 28 U.S. Code § 1746, I declare under penalty of perjury that the foregoing is true and correct, except as to matters herein stated to be on information and belief, and as to such matters, I certify as aforesaid that I verily believe the same to be true.

Executed on January 10, 2024



JEFFREY RYAN FENTON

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FENTON, MI, 48430-3426

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(P) 615.837.1300

(F) 810.255.4438

A list of all my published declarations of fact and testimony can be found online at:
<https://rico.jefffenton.com/evidence/fenton-list-of-declarations-to-date.pdf>

1

Tenn. R. Sup. Ct. 2.11

Rule 2.11 - Disqualification

(A) A judge shall disqualify himself or herself in any proceeding in which the judge's impartiality might reasonably be questioned, including but not limited to the following circumstances:

(1) The judge has a personal bias or prejudice concerning a party or a party's lawyer, or personal knowledge of facts that are in dispute in the proceeding.

(2) The judge knows that the judge, the judge's spouse or domestic partner, or a person within the third degree of relationship to either of them, or the spouse or domestic partner of such a person is:

(a) a party to the proceeding, or an officer, director, general partner, managing member, or trustee of a party;

(b) acting as a lawyer in the proceeding;

(c) a person who has more than a de minimis interest that could be substantially affected by the proceeding; or

(d) likely to be a material witness in the proceeding.

(3) The judge knows that he or she, individually or as a fiduciary, or the judge's spouse, domestic partner, parent, or child, or any other member of the judge's family residing in the judge's household, has an economic interest in the subject matter in controversy or is a party to the proceeding.

(4) The judge knows or learns by means of a timely motion that a party, a party's lawyer, or the law firm of a party's lawyer has made contributions or given such support to the judge's campaign that the judge's impartiality might reasonably be questioned.

(5) The judge, while a judge or a judicial candidate, has made a public statement, other than in a court proceeding, judicial decision, or opinion, that commits or appears to commit the judge to reach a particular result or rule in a particular way in the proceeding or controversy.

(6) The judge:

(a) served as a lawyer in the matter in controversy, or was associated with a lawyer who participated substantially as a lawyer in the matter during such association;

(b) served in governmental employment, and in such capacity participated personally and substantially as a lawyer or public official concerning the proceeding, or has publicly expressed in such capacity an opinion concerning the merits of the particular matter in controversy;

(c) was a material witness concerning the matter;

(d) previously presided as a judge over the matter in an inferior court; or

(e) previously participated in a judicial settlement conference in the matter. Prior participation in a judicial settlement conference does not prohibit the judge from disposing of any uncontested issues in the matter.

(B) A judge shall keep informed about the judge's personal and fiduciary economic interests, and make a reasonable effort to keep informed about the personal economic interests of the judge's spouse or domestic partner and minor children residing in the judge's household.

(C) A judge subject to disqualification under this Rule, other than for bias or prejudice under paragraph (A)(1) or for participation in a judicial settlement conference under paragraph (A)(6)(e), may disclose on the record the basis of the judge's disqualification and may ask the parties and their lawyers to consider, outside the presence of the judge and court personnel, whether to waive disqualification. If, following the disclosure, the parties and lawyers agree, without participation by the judge or court personnel, that the judge should not be disqualified, the judge may participate in the proceeding. The agreement shall be incorporated into the record of the proceeding.

(D) Upon the making of a motion seeking disqualification, recusal, or a determination of constitutional or statutory incompetence, a judge shall act promptly by written order and either grant or deny the motion. If the motion is denied, the judge shall state in writing the grounds upon which he or she denies the motion.

Tenn. R. Sup. Ct. 2.11

Comment

[1] Under this Rule, a judge is disqualified whenever the judge's impartiality might reasonably be questioned, regardless of whether any of the specific provisions of paragraphs (A)(1) through (6) apply. In many jurisdictions, the term "recusal" is used interchangeably with the term "disqualification."

[2] A judge is obligated not to hear or decide matters in which disqualification is required, even though a motion to disqualify is not filed.

[3] The rule of necessity may override the rule of disqualification. For example, a judge might be required to participate in judicial review of a judicial salary statute, or might be the only judge available in a matter requiring immediate judicial action, such as a hearing on probable cause or a temporary restraining order. In matters that require immediate action, the judge must disclose on the record the basis for possible disqualification and make reasonable efforts to transfer the matter to another judge as soon as practicable.

[4] The fact that a lawyer in a proceeding is affiliated with a law firm with which a relative of the judge is affiliated does not itself disqualify the judge. If, however, the judge's impartiality might reasonably be questioned under paragraph (A), or the relative is known by the judge to have an interest in the law firm that could be substantially affected by the proceeding under paragraph (A)(2)(c), the judge's disqualification is required.

[5] A judge should disclose on the record information that the judge believes the parties or their lawyers might reasonably consider relevant to a possible motion for disqualification, even if the judge believes there is no basis for disqualification.

[6] "Economic interest," as set forth in the Terminology section, means ownership of more than a de minimis legal or equitable interest. Except for situations in which a judge participates in the management of such a legal or equitable interest, or the interest could be substantially affected by the outcome of a proceeding before a judge, it does not include:

(1) an interest in the individual holdings within a mutual or common investment fund;

(2) an interest in securities held by an educational, religious, charitable, fraternal, or civic organization in which the judge or the judge's spouse, domestic partner, parent, or child serves as a director, officer, advisor, or other participant;

(3) a deposit in a financial institution or deposits or proprietary interests the judge may maintain as a member of a mutual savings association or credit union, or similar proprietary interests; or

(4) an interest in the issuer of government securities held by the judge.

[7] The fact that a lawyer in a proceeding, or a litigant, contributed to the judge's campaign, or supported the judge in his or her election does not of itself disqualify the judge. Absent other facts, campaign contributions within the limits of the "Campaign Contributions Limits Act of 1995," Tennessee Code Annotated Title 2, Chapter 10, Part 3, or similar law should not result in disqualification. However, campaign contributions or support a judicial candidate receives may give rise to disqualification if the judge's impartiality might reasonably be questioned. In determining whether a judge's impartiality might reasonably be questioned for this reason, a judge should consider the following factors among others:

(1) The level of support or contributions given, directly or indirectly, by a litigant in relation both to aggregate support (direct and indirect) for the individual judge's campaign and to the total amount spent by all candidates for that judgeship;

(2) If the support is monetary, whether any distinction between direct contributions or independent expenditures bears on the disqualification question;

(3) The timing of the support or contributions in relation to the case for which disqualification is sought; and

(4) If the supporter or contributor is not a litigant, the relationship, if any, between the supporter or contributor and (i) any of the litigants, (ii) the issue before the court, (iii) the judicial candidate or opponent, and (iv) the total support received by the judicial candidate or opponent and the total support received by all candidates for that judgeship.

[8] Trial judges sometimes sit by designation on courts of appeal, and vice versa. Such judges should not hear cases over which they presided in a different court, and paragraph A(6)(d) makes that clear. This Rule, however, applies only to judges who have heard the case in "an inferior court," and does not apply to a judge who decided a case on a panel of an appellate court subsequently participating in the rehearing of the case en banc with that same court.

[9] There are several bases upon which a judge should determine whether to preside over a case. These include this Rule, Tennessee Constitution Article VI, Section 11 (incompetence) and Tenn. Code Ann. Title 17, Chapter 2 (incompetence, disability and interchange). This Rule requires judges to employ constitutional, statutory and procedural rules to determine motions for issues related to whether the judge should preside over a case. For example, Tenn. Sup. Ct. R. 10B governs the filing and disposition of motions for disqualification or recusal, as well as appeals from the denial of such motions.

[10] In rare instances, a motion for recusal might seek the recusal of all judges sitting as a multi-judge court (i.e., an intermediate appellate court or the Supreme Court). Paragraph (A) of this Rule provides that "[a] judge shall disqualify himself or herself in any proceeding in which the judge's impartiality might reasonably be questioned[.]" Also, the specific grounds for disqualification listed in this Rule necessarily apply to individual judges. For both reasons, a motion seeking to recuse all members of a multi-judge court must be treated as an individual motion as to each judge of the court; each judge therefore must rule upon the motion as to the alleged grounds pertaining to that individual judge.

[11] In courts not of record, such as general sessions and municipal courts, a written notation on the judgment, warrant, citation or other pleading before the court is sufficient to meet the requirements in paragraph (D) that the judge file a "written order" and, if denying the motion, that "the judge shall state in writing the grounds upon which he or she denies the motion." In those courts, no separate order regarding the motion need be filed by the judge.

Rule 2.12



28 U.S.C. § 455

Section 455 - Disqualification of justice, judge, or magistrate judge

(a) Any justice, judge, or magistrate judge of the United States shall disqualify himself in any proceeding in which his impartiality might reasonably be questioned.

(b) He shall also disqualify himself in the following circumstances:

(1) Where he has a personal bias or prejudice concerning a party, or personal knowledge of disputed evidentiary facts concerning the proceeding;

(2) Where in private practice he served as lawyer in the matter in controversy, or a lawyer with whom he previously practiced law served during such association as a lawyer concerning the matter, or the judge or such lawyer has been a material witness concerning it;

(3) Where he has served in governmental employment and in such capacity participated as counsel, adviser or material witness concerning the proceeding or expressed an opinion concerning the merits of the particular case in controversy;

(4) He knows that he, individually or as a fiduciary, or his spouse or minor child residing in his household, has a financial interest in the subject matter in controversy or in a party to the proceeding, or any other interest that could be substantially affected by the outcome of the proceeding;

(5) He or his spouse, or a person within the third degree of relationship to either of them, or the spouse of such a person:

(i) Is a party to the proceeding, or an officer, director, or trustee of a party;

(ii) Is acting as a lawyer in the proceeding;

(iii) Is known by the judge to have an interest that could be substantially affected by the outcome of the proceeding;

(iv) Is to the judge's knowledge likely to be a material witness in the proceeding.

(c) A judge should inform himself about his personal and fiduciary financial interests, and make a reasonable effort to inform himself about the personal financial interests of his spouse and minor children residing in his household.

(d) For the purposes of this section the following words or phrases shall have the meaning indicated:

(1) "proceeding" includes pretrial, trial, appellate review, or other stages of litigation;

(2) the degree of relationship is calculated according to the civil law system;

(3) "fiduciary" includes such relationships as executor, administrator, trustee, and guardian;

(4) "financial interest" means ownership of a legal or equitable interest, however small, or a relationship as director, adviser, or other active participant in the affairs of a party, except that:

(i) Ownership in a mutual or common investment fund that holds securities is not a "financial interest" in such securities unless the judge participates in the management of the fund;

(ii) An office in an educational, religious, charitable, fraternal, or civic organization is not a "financial interest" in securities held by the organization;

(iii) The proprietary interest of a policyholder in a mutual insurance company, of a depositor in a mutual savings association, or a similar proprietary interest, is a "financial interest" in the organization only if the outcome of the proceeding could substantially affect the value of the interest;

(iv) Ownership of government securities is a "financial interest" in the issuer only if the outcome of the proceeding could substantially affect the value of the securities.

(e) No justice, judge, or magistrate judge shall accept from the parties to the proceeding a waiver of any ground for disqualification enumerated in subsection (b). Where the ground for disqualification arises only under subsection (a), waiver may be accepted provided it is preceded by a full disclosure on the record of the basis for disqualification.

(f) Notwithstanding the preceding provisions of this section, if any justice, judge, magistrate judge, or bankruptcy judge to whom a matter has been assigned would be disqualified, after substantial judicial time has been devoted to the matter, because of the appearance or discovery, after the matter was assigned to him or her, that he or she individually or as a fiduciary, or his or her spouse or minor child residing in his or her household, has a financial interest in a party (other than an interest that could be substantially affected by the outcome), disqualification is not required if the justice, judge, magistrate judge, bankruptcy judge, spouse or minor child, as the case may be, divests himself or herself of the interest that provides the grounds for the disqualification.

28 U.S.C. § 455

June 25, 1948, ch. 646, 62 Stat. 908; Pub. L. 93-512, §1, Dec. 5, 1974, 88 Stat. 1609; Pub. L. 95-598, title II, §214(a), (b), Nov. 6, 1978, 92 Stat. 2661; Pub. L. 100-702, title X, §1007, Nov. 19, 1988, 102 Stat. 4667; Pub. L. 101-650, title III, §321, Dec. 1, 1990, 104 Stat. 5117.

*HISTORICAL AND REVISION NOTES*Based on title 28, U.S.C., 1940 ed., §24 (Mar. 3, 1911, ch. 231, §20, 36 Stat. 1090).Section 24 of title 28, U.S.C., 1940 ed., applied only to district judges. The revised section is made applicable to all justices and judges of the United States.The phrase "in which he has a substantial interest" was substituted for "concerned in interest in any suit."The provision of section 24 of title 28, U.S.C., 1940 ed., as to giving notice of disqualification to the "senior circuit judge," and words "and thereupon such proceedings shall be had as are provided in sections 17 and 18 of this title," were omitted as unnecessary and covered by section 291 et seq. of this title relating to designation and assignment of judges. Such provision is not made by statute in case of disqualification or incapacity, for other cause. See sections 140, 143, and 144 of this title. If a judge or clerk of court is remiss in failing to notify the chief judge of the district or circuit, the judicial council of the circuit has ample power under section 332 of this title to apply a remedy.Relationship to a party's attorney is

included in the revised section as a basis of disqualification in conformity with the views of judges cognizant of the grave possibility of undesirable consequences resulting from a less inclusive rule. Changes were made in phraseology.

EDITORIAL NOTES

AMENDMENTS1988-Subsec. (f). Pub. L. 100-702 added subsec. (f). 1978- Pub. L. 95-598 struck out references to referees in bankruptcy in section catchline and in subsecs. (a) and (e). 1974- Pub. L. 93-512 substituted "Disqualification of justice, judge, magistrate, or referee in bankruptcy" for "Interest of justice or judge" in section catchline, reorganized structure of provisions, and expanded applicability to include magistrates and referees in bankruptcy and grounds for which disqualification may be based, and inserted provisions relating to waiver of disqualification.

STATUTORY NOTES AND RELATED SUBSIDIARIES

CHANGE OF NAMEWords "magistrate judge" substituted for "magistrate" in section catchline and wherever appearing in subsecs. (a), (e), and (f) pursuant to section 321 of Pub. L. 101-650 set out as a note under section 631 of this title.

EFFECTIVE DATE OF 1978 AMENDMENT Amendment by Pub. L. 95-598 effective Oct. 1, 1979, see section 402(c) of Pub. L. 95-598 set out as an Effective Date note preceding section 101 of Title 11, Bankruptcy. For procedures relating to Bankruptcy matters during transition period see note preceding section 151 of this title.

EFFECTIVE DATE OF 1974 AMENDMENTPub. L. 93-512, §3, Dec. 5, 1974, 88 Stat. 1610, provided that: "This Act [amending this section] shall not apply to the trial of any proceeding commenced prior to the date of this Act [Dec. 5, 1974], nor to appellate review of any proceeding which was fully submitted to the reviewing court prior to the date of this Act."

Tenn. R. Sup. Ct. 8.4

Rule 8.4 - MISCONDUCT

It is professional misconduct for a lawyer to:

- (a) violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another;
- (b) commit a criminal act that reflects adversely on the lawyer's honesty, trustworthiness, or fitness as a lawyer in other respects;
- (c) engage in conduct involving dishonesty, fraud, deceit, or misrepresentation;
- (d) engage in conduct that is prejudicial to the administration of justice;
- (e) state or imply an ability to influence a tribunal or a governmental agency or official on grounds unrelated to the merits of, or the procedures governing, the matter under consideration;
- (f) knowingly assist a judge or judicial officer in conduct that is a violation of applicable rules of judicial conduct or other law; or
- (g) knowingly fail to comply with a final court order entered in a proceeding in which the lawyer is a party, unless the lawyer is unable to comply with the order or is seeking in good faith to determine the validity, scope, meaning, or application of the law upon which the order is based.

Tenn. R. Sup. Ct. 8.4

Comment

[1] Lawyers are subject to discipline when they violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another, as when they request or instruct an agent to do so on the lawyer's behalf. Paragraph (a), however, does not prohibit a lawyer from advising a client concerning action the client is legally entitled to take.

[2] Many kinds of illegal conduct reflect adversely on fitness to practice law, such as offenses involving fraud and the offense of willful failure to file an income tax return. However, some kinds of offenses carry no such implication. Traditionally, the distinction was drawn in terms of offenses involving "moral turpitude." That concept can be construed to include offenses concerning some matters of personal morality, such as adultery and comparable offenses, that have no specific connection to fitness for the practice of law. Although a lawyer is personally answerable to the entire criminal law, a lawyer should be professionally answerable only for offenses that indicate lack of those characteristics relevant to law practice. Offenses involving violence, dishonesty, breach of trust, or serious interference with the administration of justice are in that category. Although under certain circumstances a single offense reflecting adversely on a lawyer's fitness to practice - such as a minor assault - may not be sufficiently serious to warrant discipline, a pattern of repeated offenses, even ones that are of minor significance when considered separately, can indicate indifference to legal obligation.

[3] A lawyer who, in the course of representing a client, knowingly manifests, by words or conduct, bias or prejudice based on race, sex, religion, national origin, disability, age, sexual orientation, or socio-economic status violates paragraph (d) when such actions are prejudicial to the administration of justice. Legitimate advocacy respecting the foregoing factors does not violate paragraph (d).

[4] A lawyer may refuse to comply with an obligation imposed by law upon a good faith belief that no valid obligation exists. The provisions of RPC 1.2(d) concerning a good faith challenge to the validity, scope, meaning, or application of the law apply to challenges of legal regulation of the practice of law.

[5] Paragraph (c) prohibits lawyers from engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation. Such conduct reflects adversely on the lawyer's fitness to practice law. In some circumstances, however, prosecutors are authorized by law to use, or to direct investigative agents to use, investigative techniques that might be regarded as deceitful. This Rule does not prohibit such conduct.

[6] The lawful secret or surreptitious recording of a conversation or the actions of another for the purpose of obtaining or preserving evidence does not, by itself, constitute conduct involving deceit or dishonesty. See RPC 4.4.

[7] Lawyers holding public office assume legal responsibilities going beyond those of other citizens. A lawyer's abuse of public office can suggest an inability to fulfill the professional role of lawyers. The same is true of abuse of positions of private trust such as trustee, executor, administrator, guardian, agent and officer, director, or manager of a corporation or other organization.

[8] Paragraph (f) precludes a lawyer from assisting a judge or judicial officer in conduct that is a violation of the rules of judicial conduct. A lawyer cannot, for example, make a gift, bequest, favor, or loan to a judge, or a member of the judge's family who resides in the judge's household, unless the judge would be permitted to accept, or acquiesce in the acceptance of such a gift, favor, bequest, or loan in accordance with RJC 3.13 of the Code of Judicial Conduct.

[9] In both their professional and personal activities, lawyers have special obligations to demonstrate respect for the law and legal institutions. Normally, a lawyer who knowingly fails to obey a court order demonstrates disrespect for the law that is prejudicial to the administration of justice. Failure to comply with a court order is not a disciplinary offense, however, when it does not evidence disrespect for the law either because the lawyer is unable to comply with the order or the lawyer is seeking in good faith to determine the validity, scope, meaning, or application of the law upon which the order is based.

DEFINITIONAL CROSS-REFERENCES "Fraud" See RPC 1.0(d) "Knowingly" See RPC 1.0(f) "Tribunal" See RPC 1.0(m)

Tenn. R. Sup. Ct. 3.5

Rule 3.5 - Impartiality and Decorum of The Tribunal

A lawyer shall not:

- (a) seek to influence a judge, juror, prospective juror, or other official by means prohibited by law;
- (b) communicate ex parte with such a person during the proceeding unless authorized to do so by law or court order;
- (c) communicate with a juror or prospective juror after discharge of the jury if:
 - (1) the communication is prohibited by law or court order;
 - (2) the juror has made known to the lawyer a desire not to communicate; or
 - (3) the communication involves misrepresentation, coercion, duress, or harassment;
- (d) conduct a vexatious or harassing investigation of a juror or prospective juror; or
- (e) engage in conduct intended to disrupt a tribunal.

Tenn. R. Sup. Ct. 3.5

Comment

[1] Many forms of improper influence upon a tribunal are proscribed by criminal law. Others are specified in the Tennessee Code of Judicial Conduct, with which an advocate should be familiar. A lawyer is required to avoid contributing to a violation of such provisions. For example, a lawyer shall not give or lend anything of value to a judge, judicial officer, or employee of a tribunal, except as permitted by RJC 3.13 of the Code of Judicial Conduct. A lawyer, however, may make a contribution to the campaign fund of a candidate for judicial office in conformity with RJC 4.4 of the Code of Judicial Conduct.

[2] During a proceeding a lawyer may not communicate ex parte with persons serving in an official capacity in the proceeding, such as judges, masters or jurors, unless authorized to do so by law or court order. Unless such a communication is otherwise prohibited by law or court order, paragraph (b) of this Rule would not prohibit a lawyer from communicating with a judge on the merits of the cause in writing if the lawyer promptly delivers a copy of the writing to opposing counsel and to parties who are not represented by counsel because that would not be an ex parte communication.

[3] Paragraph (b) also does not prohibit a lawyer from communicating with a judge in an ex parte hearing to establish the absence of a conflict of interest under RPC 1.7(c). In such proceedings, the lawyer is of course bound by the duty of candor in RPC 3.3(a)(3).

[4] A lawyer may on occasion want to communicate with a juror or prospective juror after the jury has been discharged. The lawyer may do so unless the communication is prohibited by law or a court order entered in the case or by a federal court rule, but must respect the desire of the juror not to talk with the lawyer. The lawyer may not engage in improper conduct during the communication. As the Court stated in *State v. Thomas*, 813 S.W. 2d 395 (Tenn. 1991): "After the trial, communication by a lawyer with jurors is permitted so long as he [or she] refrains from asking questions or making comments that tend to harass or embarrass the juror or to influence actions of the juror in future cases. Were a lawyer to be prohibited from communicating after trial with a juror, he [or she] could

not ascertain if the verdict might be subject to legal challenge, in which event the invalidity of a verdict might go undetected." Id. (quoting Tenn. Sup. Ct. R. 8, EC 7-291). The Court went on to state in Thomas that "Rule 8 therefore allows post-trial interviews by Counsel with jurors on these matters without the prior approval of the trial court." Id. at 396. Although the Court's analysis in Thomas was based on an earlier version of Rule 8 (i.e., the Code of Professional Responsibility), the foregoing principles quoted from Thomas remain valid in the context of RPC 3.5.

[4a] A communication with, or an investigation of, the spouse, child, parent, or sibling of a juror or prospective juror will be deemed a communication with or an investigation of the juror or prospective juror.

[5] The advocate's function is to present evidence and argument so that the cause may be decided according to law. Refraining from abusive or obstreperous conduct is a corollary of the advocate's right to speak on behalf of litigants. A lawyer may stand firm against abuse by a judge, but should avoid reciprocation; the judge's default is no justification for similar dereliction by an advocate. An advocate can present the cause, protect the record for subsequent review, and preserve professional integrity by patient firmness no less effectively than by belligerence or theatrics.

[6] The duty to refrain from disruptive conduct applies to any proceeding of a tribunal, including a deposition. See RPC 1.0(m).

DEFINITIONAL CROSS-REFERENCES "Known" See RPC 1.0(f) "Tribunal" See RPC 1.0(m)

Tenn. R. Sup. Ct. 3.4

Rule 3.4 - Fairness to Opposing Party and Counsel

A lawyer shall not:

- (a) unlawfully obstruct another party's access to evidence or unlawfully alter, destroy, or conceal a document or other material having potential evidentiary value. A lawyer shall not counsel or assist another person to do any such act; or
- (b) falsify evidence, counsel or assist a witness to offer false or misleading testimony; or
- (c) knowingly disobey an obligation under the rules of a tribunal, except for an open refusal based on an assertion that no valid obligation exists; or
- (d) in pretrial procedure, make a frivolous discovery request or fail to make a reasonably diligent effort to comply with a legally proper discovery request by an opposing party; or
- (e) in trial,
 - (1) allude to any matter that the lawyer does not reasonably believe is relevant or that will not be supported by admissible evidence; or
 - (2) assert personal knowledge of facts in issue except when testifying as a witness; or
 - (3) state a personal opinion as to the justness of a cause, the credibility of a witness, the culpability of a civil litigant or the guilt or innocence of an accused; or
- (f) request a person other than a client to refrain from voluntarily giving relevant information to another party unless:
 - (1) the person is a relative or an employee or other agent of a client; and
 - (2) the lawyer reasonably believes that the person's interests will not be adversely affected by refraining from giving such information; or
- (g) request or assist any person to take action that will render the person unavailable to appear as a witness by way of deposition or at trial; or
- (h) offer an inducement to a witness that is prohibited by law; or pay, offer to pay, or acquiesce in the payment of compensation to a witness contingent on the content of his or her testimony or the outcome of the case. A lawyer may advance, guarantee, or acquiesce in the payment of:
 - (1) expenses reasonably incurred by a witness in attending or testifying;
 - (2) reasonable compensation to a witness for that witness's loss of time in attending or testifying; or
 - (3) a reasonable fee for the professional services of an expert witness.

Tenn. R. Sup. Ct. 3.4

Comment

[1] The procedure of the adversary system contemplates that the evidence in a case is to be marshaled competitively by the contending parties. Fair competition in the adversary system is secured by prohibitions against destruction or concealment of evidence, improperly influencing witnesses, obstructive tactics in discovery procedure, and the like.

[2] Documents and other items of evidence are often essential to establish a claim or defense. Subject to evidentiary privileges, the right of an opposing party, including the government, to obtain evidence through discovery or subpoena is an important procedural right. The exercise of that right can be frustrated if relevant material is altered, concealed, or destroyed. Applicable law in many jurisdictions makes it an offense to destroy material for the purpose of impairing its availability in a pending proceeding or one whose commencement can be foreseen. Falsifying evidence is also generally a criminal offense. Paragraph (a) applies to evidentiary material generally, including computerized information. Applicable law may permit a lawyer to take temporary possession of physical evidence of client crimes for the purpose of conducting a limited examination that will not alter or destroy material characteristics of the evidence. In such a case, applicable law may require the lawyer to turn the evidence over to the police or other prosecuting authority, depending on the circumstances.

[3] Although paragraph (f) broadly prohibits lawyers from taking extrajudicial action to impede informal fact-gathering, it does permit the lawyer to request that the lawyer's client, and relatives, employees, or agents of the client, refrain from voluntarily giving information to another party. This principle follows because such relatives and employees will normally identify their interests with those of the client. See also RPC 4.2.

[4] With regard to paragraph (h), it is not improper to pay a witness's expenses or to compensate an expert witness on terms permitted by law. The common law rule in most jurisdictions is that it is improper to pay an occurrence witness any fee for testifying and that it is improper to pay an expert witness a contingent fee.

DEFINITIONAL CROSS-REFERENCES "Knowingly" See RPC 1.0(f) "Material" See RPC 1.0(o) "Reasonable" and "reasonably" See RPC 1.0(h) "Reasonably believes" See RPC 1.0(i) "Tribunal" See RPC 1.0(m)

EXHIBIT #2

2020 FEB 19 PM 1:10

FILED FOR ENTRY

FAWN [REDACTED] FENTON

VS

JEFFREY RYAN FENTON

Hearing

August 29, 2019

H

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UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MICHIGAN

FILED - LN

January 19, 2024 5:03 PM
CLERK OF COURT
U.S. DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
BY: jlg / SCANNED BY: 8001122

JEFFREY RYAN FENTON,

PLAINTIFF

v.

VIRGINIA LEE STORY ET AL.,

DEFENDANTS

CASE NO. 1:23-cv-1097

**DECLARATION OF IRREFUTABLE PROOF OF A CRIMINAL CONSPIRACY
SPANNING STATE AND FEDERAL COURTS**

Plaintiff brings this testimony pursuant to 28 U.S. Code § 1746.

I, Jeffrey Ryan Fenton, declare under oath as follows:

I. References in this document to Ms. Fawn Tiffany Fenton are hereinafter “Ms. Fenton”, “wife”, and/or “ex-wife”.

II. No matter what any defendant named in this complaint claims, the evidence of the conspiracy against rights and property, under the color of law, office, and official right, by bad actors working in both State and Federal Courts concurrently, can be definitively proven beyond any “reasonable” margin of “error”, by applying the F.R.B.P., Title-28, Title-11, and Title-18 law,¹ to the below (1) to (8) facts which are irrefutably encapsulated in the Court Records:

¹ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1874-1924

Initials: 

- (1) The date the **bankruptcy**² was filed: **4/26/2019**.
- (2) The date the **divorce**³ was filed: **6/04/2019**.
- (3) I was a titled owner⁴ of the marital residence as “**tenancy by the entirety**⁵”. Named on both the property deed⁶ and tax records.⁷
- (4) I was **never provided any notice or hearing**⁸ by the bankruptcy counsel, the bankruptcy trustee, or by the bankruptcy court, as required in the Federal Rules of Bankruptcy Procedure Rule-7001.⁹ As a result, these laws¹⁰ were violated or illegally circumvented: 11 U.S.C. §§ 363¹¹, 541¹², 542¹³, 707¹⁴, 1203¹⁵, 1204¹⁶, 1205¹⁷, 1206¹⁸,

² https://rico.jefffenton.com/evidence/2019-04-26_fed-bankruptcy-filing-date-3-19-bk-02693.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-8, PageID.74)

³ https://rico.jefffenton.com/evidence/2019-06-04_tn-chancery-divorce-filing-date-48419b.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-17, PageID.651)

⁴ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-27, PageID.1416-1430

⁵ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-13, PageID.541-542

⁶ https://rico.jefffenton.com/evidence/2011-04-29_1986-sunnyside-brentwood-tn-deed.pdf

⁷ <https://rico.jefffenton.com/evidence/1986-sunnyside-brentwood-tn-2019-property-taxes.pdf>

⁸ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1881

⁹ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1898

¹⁰ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1874-1924

¹¹ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1903-1906

¹² Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1908-1912

¹³ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1913

¹⁴ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1914

¹⁵ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1915

¹⁶ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1915

¹⁷ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1915-1916

¹⁸ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1916

1207¹⁹, 1208²⁰, 18 U.S.C. §§ 152²¹, 153²², 154²³, 157²⁴, 158²⁵, 241²⁶, 242²⁷, 373²⁸, 401²⁹,
402³⁰, 1951³¹, 28 U.S.C. §§ 1334³², 1927³³

(5) The bankruptcy only reaped \$44,079³⁴ worth of alleged “**bankruptcy relief**” for Ms. Fenton in the end, as shown on the “Chapter 7 Trustee’s Final Account and Distribution Report (TDR)”³⁵. It probably cost her twice that in combined legal fees for the action. While forfeiting \$250,000³⁶ in cash equity, that we had invested into our marital residence, as of the day of the auction. Plus, another \$400,000³⁷ of appreciation has been lost since.

¹⁹ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1916

²⁰ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1916

²¹ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1917

²² Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1918

²³ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1918

²⁴ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1919-1920

²⁵ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1920

²⁶ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1922

²⁷ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1922

²⁸ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1921

²⁹ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1921

³⁰ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1921

³¹ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1923

³² Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1882

³³ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1893

³⁴ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-13, PageID.569-576 (After subtracting out defendant Story’s outstanding fees, because without this scam there would be no need for defendant Story or her exorbitant fees.)

³⁵ <https://rico.jefffenton.com/evidence/2021-01-26-trustees-final-account-and-distribution-report.pdf> (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1883) (BK Case 3:19-bk-02693, Doc 136, Filed 1/26/2021, Page 1 of 8)

³⁶ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-12, PageID.501-511

³⁷ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-12, PageID.485

(6) 11 U.S.C. § 363(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— (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;**” (emphasis added).

- a. The bankruptcy code measures what is a “benefit to the [bankruptcy] estate”, in how much **unsecured debt** a sale could pay off, above and beyond the mortgage notes on that property.
- b. The mortgage notes are secured by the property interest, they can stand alone and balance each other out, and need not be involved in the bankruptcy at all. The only reason to compel a forced sale of the property (in this circumstance), would be to leverage the debtor’s equity in property to pay off **other unsecured debts**, after the mortgages on the property were completely satisfied.
- c. The forced sale of the marital residence was of absolutely “**no benefit to the bankruptcy estate.**” The home auctioned for exactly the amounts owed on the two mortgages, while this came of absolutely no surprise to the defendants, it was by design. The sale proceeds did not pay off one dollar of unsecured debts, nor put a dollar in either my pocket or my ex-wife’s (as far as I know).

Adversary Proceeding in Federal District or Bankruptcy Court

The Trustee was required to provide Plaintiff and his two tenants/roommates with notices & hearings in federal court. Plaintiff had the following valid property interests: legal title, ownership, controlling, possession/enjoyment/use, beneficial, equitable, exclusion, investment, income, future. Plaintiff's tenants had secure one-year leasehold interests.

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, but not a proceeding under Rule 3012 or Rule 4003(d);
- (3) a proceeding to obtain approval under §363(h) for the sale of both the interest of the estate and of a co-owner in property;
- (4) a proceeding to object to or revoke a discharge, other than an objection to discharge under §§727(a)(8),¹ (a)(9), or 1328(f);
- (5) a proceeding to revoke an order of confirmation of a chapter 11, chapter 12, or chapter 13 plan;
- (6) a proceeding to determine the dischargeability of a debt;
- (7) a proceeding to obtain an injunction or other equitable relief, except when a chapter 9, chapter 11, chapter 12, or chapter 13 plan provides for the relief;
- (8) a proceeding to subordinate any allowed claim or interest, except when a chapter 9, chapter 11, chapter 12, or chapter 13 plan provides for subordination;
- (9) a proceeding to obtain a declaratory judgment relating to any of the foregoing; or
- (10) a proceeding to determine a claim or cause of action removed under 28 U.S.C. §1452.

§ 363. Use, sale, or lease of property **skipped**

(b)(1) The trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate, trustee may not sell or lease personally identifiable information to any person unless—

(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. **(skipped)**

(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; **(failed)**

(2) such entity consents; **(failed)**

(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— **(failed)**

(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 outweighs the detriment, if any, to such co-owners; and **(failed)**

d. Even if Ms. Fenton and I had another \$100k-\$200k of equity in the property, it would have been almost impossible for the forced sale to “**outweigh the detriment**” to me.

- I needed this property to survive³⁸ and not be rendered destitute and homeless. (Roommate/tenant rents were temporarily my only stream of income, due to circumstances unforeseen, beyond my control.)
- This property was the totality of my retirement investments, even those predating this marriage.
- This property was a million-dollar retirement investment, which would easily realize that potential and likely be paid off within the next ten to fifteen years.
- This property was the only realistic means I had to be able to comfortably retire by age seventy.
- This property was the only realistic means I had to rebuild my financial independence while enjoying a comparable standard of living, to that enjoyed during our marriage, as well as that which I had built myself and enjoyed prior to the marriage.
- As long as I could obtain the funds to pay the mortgages on time and keep them current, there is no lawful and ethical justification by which to deprive me of my opportunity and right to do so.

³⁸ https://rico.jefffenton.com/evidence/2019-03-26_fenton-sunnyside-roommate-lease-merriman.pdf
https://rico.jefffenton.com/evidence/2019-04-09_fenton-sunnyside-roommate-lease-garcia.pdf

(7) The chancery court usurped—or the bankruptcy court abdicated—jurisdiction³⁹ over the marital home, in violation of 28 U.S. Code § 1334(e)(1),⁴⁰ which states: “The district court in which a case under title 11 is commenced or is pending shall have exclusive jurisdiction—of all the property, wherever located, of the debtor as of the commencement of such case, and of property of the estate.”

(8) It is unreasonable that the bankruptcy court would have waited for any action in chancery court to deprive me of my property interests and rights.

a. There was no action filed in the chancery court at the creation of the bankruptcy estate. The bankruptcy court was required to immediately notify all parties with a legitimate property interest in the marital residence and provide hearings in federal court, to determine their property interests, and whether or not the marital residence could remain in the bankruptcy estate or needed to be removed as a “burdensome asset”, prior to the 341 meeting of the creditors.

b. The bankruptcy was filed 39-days before any action was filed in the chancery court, and 97-days before I first stood before judge Binkley in the chancery court. It is wholly unreasonable that the bankruptcy court awaited any

³⁹ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1882 (See e.g., *In re Palmer*, 78 B.R. 402, 405-06 (Bankr. E.D.N.Y. 1987))

⁴⁰ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1882

predetermined deprivation of property in the chancery court, rather than proceeding in proper form in the bankruptcy court, in compliance with bankruptcy rules and federal laws.

III. Since the bankruptcy court had exclusive jurisdiction⁴¹, even if the time and care was taken for equal and due process in the chancery court (which it was not), the bankruptcy judge and trustee would have known the action was improper and without lawful jurisdiction. They should have performed due diligence.

DECLARATION

Pursuant to 28 U.S. Code § 1746, I declare under penalty of perjury that the foregoing is true and correct, except as to matters herein stated to be on information and belief, and as to such matters, I certify as aforesaid that I verily believe the same to be true.

Executed on January 18, 2024



JEFFREY RYAN FENTON, PRO SE

17195 SILVER PARKWAY, #150

FENTON, MI, 48430-3426

JEFF.FENTON@LIVE.COM

(P) 615.837.1300

(F) 810.255.4438

⁴¹ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1882

1

RETIREMENT/PROPERTY INVESTMENT VALUE APPRECIATION AS OF 5/31/2023
Will Easily Reach \$1,000,000 VALUE within the Next Decade as Planned, while without Interference
It would have been completely PAID-OFF within that period, with less WORK than I'm doing NOW!
CAPITAL GAINS TAX does NOT apply for a PRIMARY RESIDENCE, this would have been TAX FREE!

1986 Sunny Side Dr, Brentwood, TN 37027

STATEMENT OF CLAIM

4 bd | 3 ba | 2,640 sqft

1986 Sunny Side Dr, Brentwood, TN 37027

● Off market Zestimate®: **\$884,500** Rent Zestimate®: **\$3,999**

Est. refi payment: \$5,237/mo Refinance your loan

Home value Owner tools Home details Neighborhood details

Home value

Zestimate

\$884,500

Zestimate range

\$814,000 - \$973,000

Last 30-day change

+ \$16,116 (+1.9%)

Zestimate per sqft

\$335

Zestimate history & details

6:49 AM 5/31/2023

Now with a Court Judgment, the recovery will be subject to an estimated 37% Tax Rate, placing this at roughly a 1.5 Million Dollar Lifetime Property Loss & Claim. In addition to damages, incidental, consequential, compensatory, loss of consortium, liquidated, loss of use, loss of enjoyment, loss of life, liberty, property & the pursuit of happiness. Plus legal fees, pain & suffering (compounding daily), litigious TORTURE of an ADA Party, since 9/3/2019, until a cure is obtained.



Buy Rent Sell Home Loans Agent finder

Manage Rentals Advertise Help Sign in

18 results

Sunnyside Dr

979K

906K

920K

909K

940K

849K

931K

742K

935K

1.01M

888K

880K

985K

960K

\$888K
4 bd, 3 ba
2,640 sqft

888K

Map + -

List

Google


Keyboard shortcuts | Map data ©2023 Imagery ©2023 Maxar Technologies, USDA/FPAC/GEO Terms of Use Report a map error

Schools

Draw

REDFIN 1-844-759-7732 Buy Sell Mortgage Real Estate Agents Fast Log In Sign Up

Search Overview Public Facts Listing Details Sale & Tax History Schools Neighborhood Similar Homes



Is this your home?
Claim this home to track its value and nearby sales activity

[I'm the owner](#)

Get a local Redfin Agent's opinion on your home's value and the state of the Brentwood market.

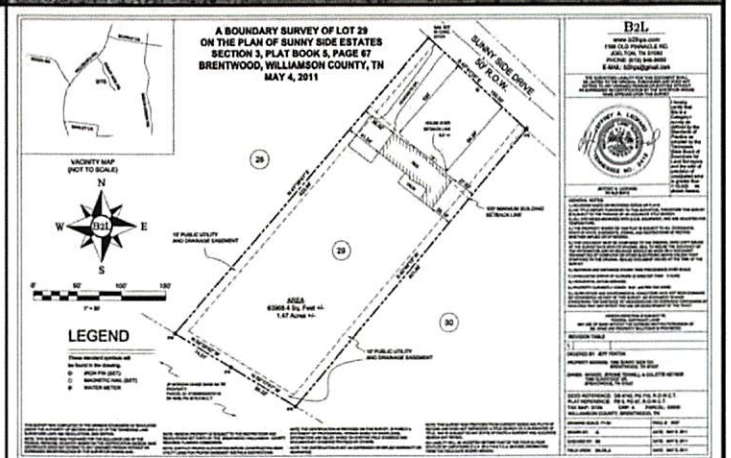
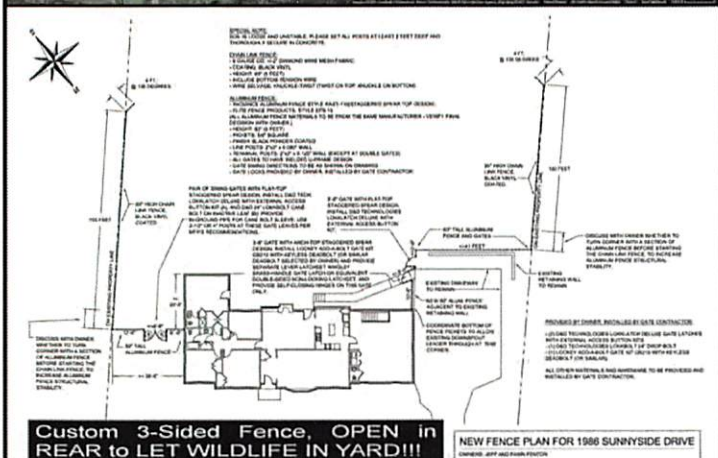
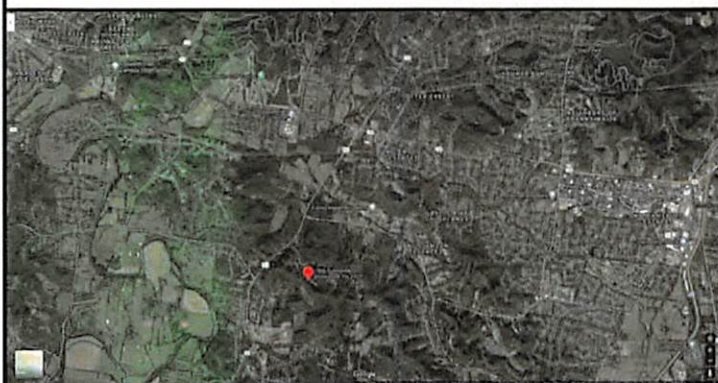
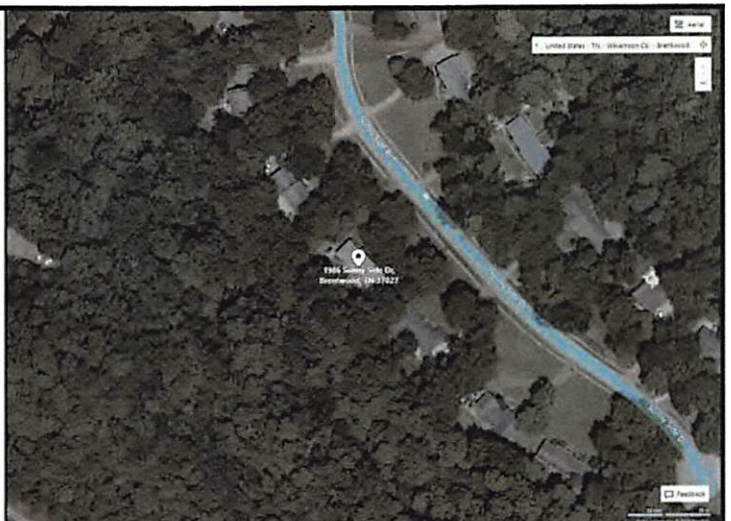
\$566,000 - \$626,000

1986 Sunny Side Dr. Brentwood, TN 37027

\$595,494 4 2.5 2,640

Off Market
This home last sold for \$540,000 on Feb 18, 2020.

LOCATED at the NEXUS of Green Hills, Brentwood, Grassland, Franklin! SURROUNDED BY HUNDREDS OF ACRES OF PROTECTED WOODLANDS!!!



NATIONAL WILDLIFE FEDERATION

CERTIFIED WILDLIFE Habitat™

This certificate recognizes the establishment and maintenance of an official wildlife habitat.

Fawn's Wildlife Habitat

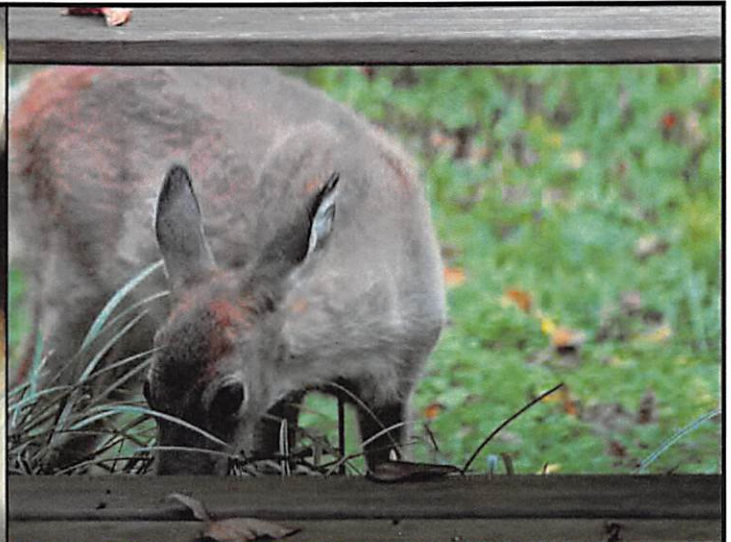
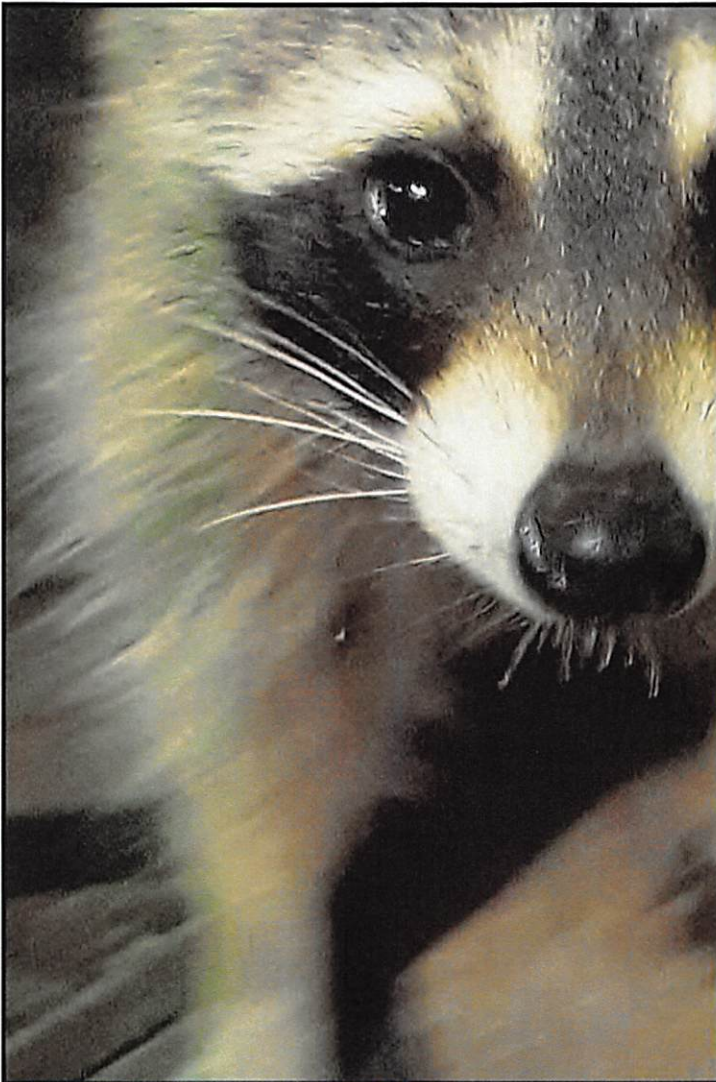
No. 161,066

David Mizoguchi
David Mizoguchi
Nations Wildlife Habitat Federation
Thank YOU FOR JOINING AN ADULT FEED™

I KNOW OF NOTHING WHICH WIFE LOVES MORE THAN ANIMALS OF ALL KINDS!!!

NATIONAL WILDLIFE FEDERATION







Report Generated on January 3rd, 2022



4 bd 3 ba 2,640 sqft

1986 Sunnyside Dr, Brentwood, TN 37027

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

Home value



Zestimate

\$814,200



Zestimate range

\$749,000 - \$887,000



Last 30-day change

+ \$13,226 (+1.7%)



Zestimate per sqft

\$308



Inside the Zestimate

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

ESTIMATE BASED ON

Comparable homes

\$891,193 ▾

Local tax assessments

\$767,843 ▾

Local Home Values ▾

1 year

5 years

10 years

— This home —





RENTAL ZESTIMATE : \$3,221/mo

Report Generated on January 3rd, 2022

Close ^

Estimated net proceeds

\$325,558

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

Est. remaining mortgage ? \$ 416,931

Est. prep & repair costs ? \$6,000 ∨

Est. closing costs ? \$65,712 ∨

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

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

Comparable homes

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

OUR NEIGHBOR'S HOUSE



[This home](#)

\$814,200

● Sold

4 beds
3 baths
2640 sqft
\$308 / sqft



1 [1969 Sunny Side Dr](#)

\$820,000

● Sold 8 months ago

3 beds
3 baths
2598 sqft
\$316 / sqft

MLS ID #2250642, Vivian Armstrong, 615-815-9132, 615-815-9132



2 [2011 Sunny Side Dr](#)

\$720,000

● Sold 12 months ago

4 beds
3 baths
3429 sqft
\$210 / sqft

MLS ID #2202892, Rachel Barry Stinson, 615-397-4307, 615-200-8679



3 [2011 Sunny Side Dr](#)

\$720,000

● Sold

4 beds
3 baths
3429 sqft
\$210 / sqft



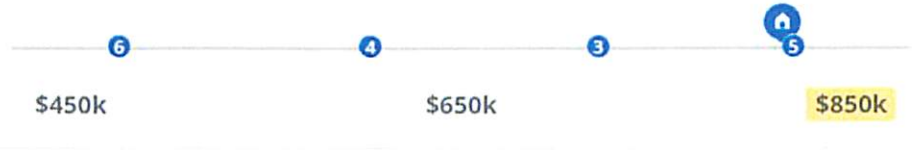


Report Generated on January 3rd, 2022



Comparative value

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



Overview

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

Facts and features

Edit

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

Interior details

Bedrooms and bathrooms

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

Basement

Basement: Unfinished

Flooring

Flooring: Hardwood

Heating

Heating features: Forced air, Electric

Cooling

Cooling features: Central

Appliances

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

Other interior features

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



Report Generated on January 3rd, 2022

Property details

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

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

Lot
 Lot size: 1.05 Acres

Other property information
 Parcel number: 094013JA03500

Construction details

Type and style
 Home type: SingleFamily

Material information
 Foundation: Crawl/Raised
 Roof: Asphalt

Condition
 Year built: 1977

Utility
 Water information: City Water

Community and Neighborhood Details

Location
 Region: Brentwood

Other financial information

Annual tax amount: \$2,147

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

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

Report Generated on January 3rd, 2022.

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

Though it seems strange to pay \$540k to purchase a home for a RENTAL. Based upon my 17-Years as a Licensed Tennessee Real Estate Agent, I believe that the Owner is doing this, to "HOLD" the property. Essentially for free, while paying down the debt. As the VALUE of this property exponentially INCREASES over the next 10-15 years.

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

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

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

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

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

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

Price history

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

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

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

Public tax history

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

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

Neighborhood: 37027

SURROUNDED BY HUNDREDS OF ACRES OF PROTECTED WOODLANDS!



Nearby homes



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

MLS ID #2103371



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

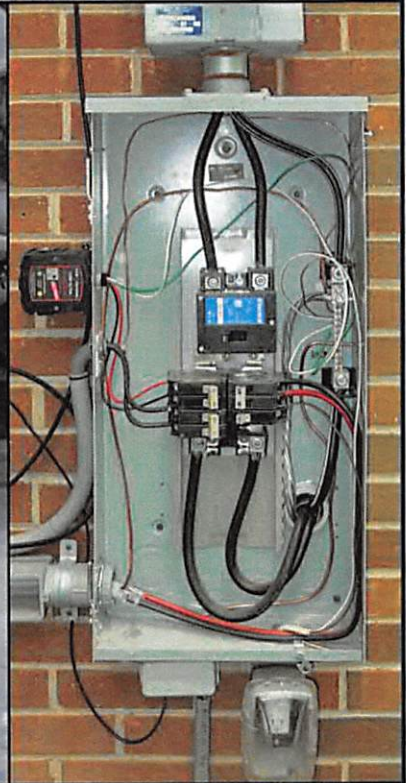
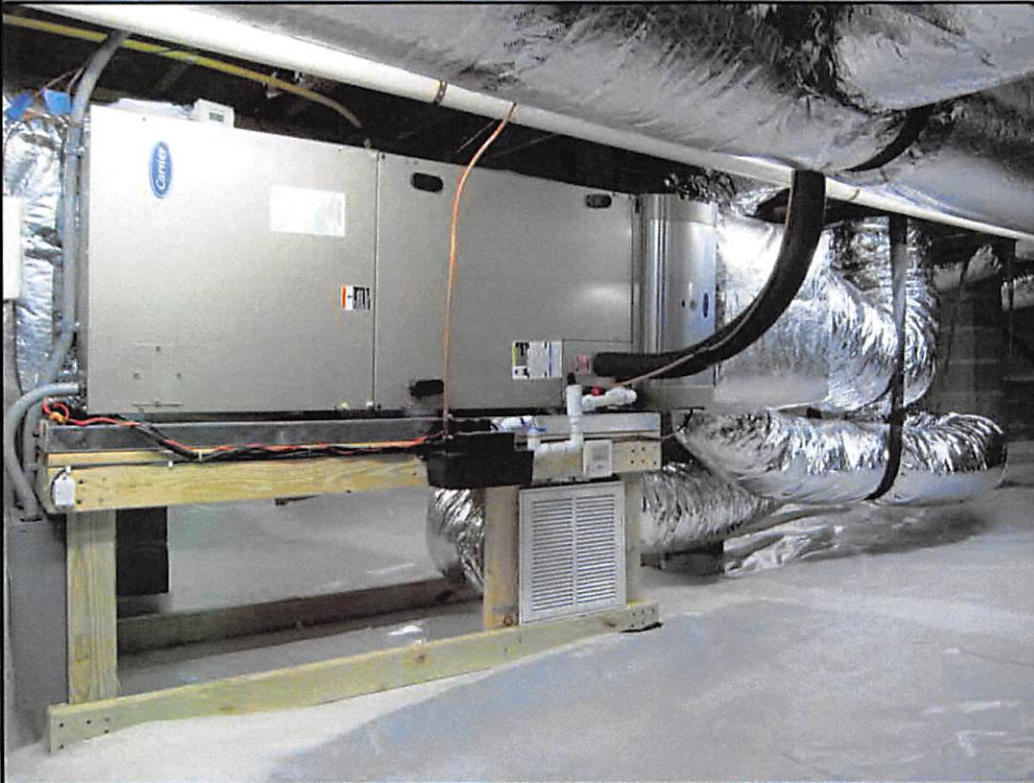
Nearby schools in Brentwood

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

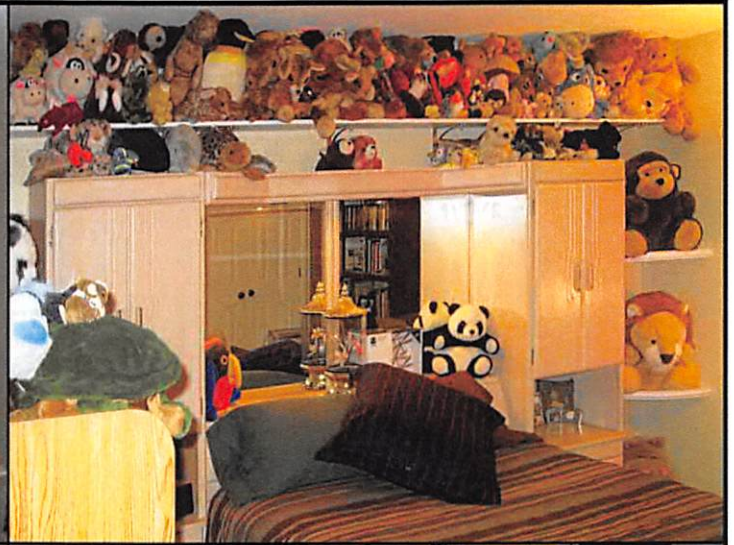
GreatSchools rating

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





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



2



Williamson County
Property Tax Notice
 Karen Paris . Williamson County Trustee
 1320 W Main St. Franklin TN 37064
 615-790-5709

2019

Tax Receipt # 0028996	Total Due \$0.00
Taxes are due by 02/28/2020	
Property Address Sunnyside Dr 1986	

DIST	MAP	GP	C-MAP	PARCEL	SP-INT	CO	CI
07	013J	A	013J	03500	000	094	000

OR CURRENT RESIDENT

INDICATE ADDRESS CHANGE ON REVERSE SIDE

Fenton Jeffrey R Fenton Fawn
 1986 Sunnyside Dr

Karen Paris, TRUSTEE
 1320 W Main St. Suite 203
 FRANKLIN TN 37064

Brentwood, TN 370270000

Williamson County Property Tax Notice

Karen Paris Williamson County Trustee 1320 W Main St. Suite. Franklin TN 37064 615-790-5709

2019

DIST	MAP	GP	C-MAP	PARCEL	SP-INT	CO	CI
07	013J	A	013J	03500	000	094	000

Please return the top portion with your payment in the enclosed reply envelope.

To pay your property taxes make checks payable to :
WILLIAMSON COUNTY TRUSTEE
 (Your cancelled check serves as your receipt)

Your payment options are:

- At our office: 1320 W. Main St. Suite 203; Franklin, TN
- At participating local banks
- On-line with credit card of electronic check* at our website
www.WilliamsonPropertyTax.com

*The vendor charges the following processing fees: \$2.00 per transaction for e-check payments, and a 2.5% plus \$0.30 per transaction for credit/debit card payments.

Scan to pay!

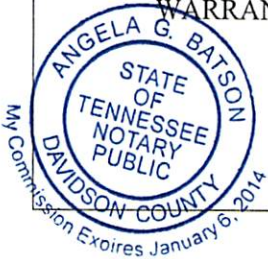

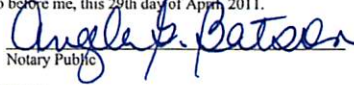


To avoid interest, taxes must be paid by February 28, 2020.

Beginning March 1, 2020 interest will be added to delinquent taxes at the rate of 1.5% per month.

Williamson County Trustee 1320 W Main St Suite 203 Franklin, TN 37064 (615) 790-5709	Office Hours: Monday thru Friday 8:00 am- 4:30 pm
---	---

Tax Receipt # 0028996	Total Due \$0.00	
Property Address Sunnyside Dr 1986		
Classification Real Property		
Subdivision Sunnyside Est Sec 3		
Lot 0029	Acres 0.00	EQ Factor 0.0000
Additional Description		
Appraised value	\$386,900	
Assessment	25%	
Assessed value	\$96,725	
Interest	\$0.00	
County taxes	\$2,147.00	
9th FSSD taxes	\$0.00	
City taxes	\$0.00	
Total due	\$0.00	

 <p style="text-align: center;">WARRANTY DEED</p>	STATE OF TENNESSEE COUNTY OF WILLIAMSON THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS <u>\$350,000.00</u>  Affiant
	Subscribed and sworn to before me, this 29th day of April, 2011.  Notary Public MY COMMISSION EXPIRES: (AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY:
 Southland Title & Escrow Co., Inc.
 7101 Executive Center Drive, Suite 151
 Brentwood, TN 37027

ADDRESS NEW OWNERS AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Fawn <input checked="" type="checkbox"/> Fenton	Renasant Bank	013 J-A
(NAME)	(NAME)	(MAP)
1986 Sunnyside Drive	2001 Park Place North, Suite 650	035.00
(ADDRESS)	(ADDRESS)	(PARCEL)
Brentwood, TN 37027	Birmingham, AL 35203	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

For and in consideration of the sum of TEN DOLLARS, cash in hand, paid by the hereinafter named Grantee(s), and other good and valuable consideration, the receipt of which is hereby acknowledged, I/we, **Mangel Jerome Terrell and wife, Colette Keyser**, hereinafter called the Grantor(s), have bargained and sold, and by these presents do hereby transfer and convey unto **Jeffrey R. Fenton and wife, Fawn Fenton**, hereinafter called Grantee(s), their heirs and assigns, that certain tract or parcel of land in Williamson County, TENNESSEE, described as follows, to-wit:

LAND in Williamson County, TN, BEING Lot No. 29, on the Plan of Section 3, Sunny Side Estates, of record in Plat Book 5, page 67 as amended in Book 330, page 844, Register's Office for Williamson County, TN, to which plan reference is hereby made for a complete description thereof.

Being the same property conveyed to Jerome Terrell and spouse, Collette Keyser, by deed dated July 8, 2005, from Melner R. Bond III and spouse, Kimala K. Bond, of record in Book 3615, page 152, and further conveyed to Mangel Jerome Terrell and wife, Colette Keyser, by Quitclaim Deed dated February 20, 2009, from Jerome Terrell and wife, Colette Keyser, of record in Book 4743, page 715, Register's Office for Williamson County, TN.

This conveyance is subject to the taxes for the current year and subsequent years; any and all easements and/or restrictions of record; and all matters shown on the plan of record; all in the said Register's Office.

This is () unimproved (X) improved property, know as: 1986 Sunnyside Drive, Brentwood, Tennessee 37027

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns forever; and we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness my/our hand(s) this 29th day of April, 2011.


 Mangel Jerome Terrell


 Colette Keyser

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, the undersigned authority, a Notary Public within and for the State and County, appeared Mangel Jerome Terrell; Colette Keyser with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon their oath(s) acknowledged themselves to be the within named bargainor(s), and that they executed the foregoing instrument of their own free will for the purposes therein set forth.

Witness my hand and official seal at office at Brentwood, Tennessee, on this the 29th day of April, 2011.


Notary Public

My Commission Expires: 9/3/2012



This document was e-recorded in Book 5313,
Page 452, Williamson Co. ROD on 5/12/11.

	STATE OF TENNESSEE COUNTY OF WILLIAMSON THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS <u>\$350,000.00</u>
	_____ Affiant
	Subscribed and sworn to before me, this 29th day of April, 2011. _____ Notary Public
	MY COMMISSION EXPIRES: (AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY:
 Southland Title & Escrow Co., Inc.
 7101 Executive Center Drive, Suite 151
 Brentwood, TN 37027

ADDRESS NEW OWNERS AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Fawn ■ Fenton	Renasant Bank	013 J-A
(NAME)	(NAME)	(MAP)
1986 Sunnyside Drive	2001 Park Place North, Suite 650	035.00
(ADDRESS)	(ADDRESS)	(PARCEL)
Brentwood, TN 37027	Birmingham, AL 35203	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

For and in consideration of the sum of TEN DOLLARS, cash in hand, paid by the hereinafter named Grantee(s), and other good and valuable consideration, the receipt of which is hereby acknowledged, I/we, **Mangel Jerome Terrell and wife, Colette Keyser**, hereinafter called the Grantor(s), have bargained and sold, and by these presents do hereby transfer and convey unto **Jeffrey R. Fenton and wife, Fawn ■ Fenton**, hereinafter called Grantee(s), their heirs and assigns, that certain tract or parcel of land in Williamson County, TENNESSEE, described as follows, to-wit:

LAND in Williamson County, TN, BEING Lot No. 29, on the Plan of Section 3, Sunny Side Estates, of record in Plat Book 5, page 67 as amended in Book 330, page 844, Register's Office for Williamson County, TN, to which plan reference is hereby made for a complete description thereof.

Being the same property conveyed to Jerome Terrell and spouse, Collette Keyser, by deed dated July 8, 2005, from Melner R. Bond III and spouse, Kimala K. Bond, of record in Book 3615, page 152, and further conveyed to Mangel Jerome Terrell and wife, Colette Keyser, by Quitclaim Deed dated February 20, 2009, from Jerome Terrell and wife, Colette Keyser, of record in Book 4743, page 715, Register's Office for Williamson County, TN.

This conveyance is subject to the taxes for the current year and subsequent years; any and all easements and/or restrictions of record; and all matters shown on the plan of record; all in the said Register's Office.

This is () unimproved (X) improved property, know as: 1986 Sunnyside Drive, Brentwood, Tennessee 37027

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns forever; and we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness my/our hand(s) this 29th day of April, 2011.

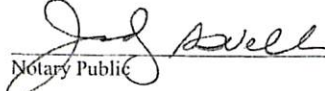
 Mangel Jerome Terrell

 Colette Keyser

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, the undersigned authority, a Notary Public within and for the State and County, appeared Mangel Jerome Terrell; Colette Keyser with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon their oath(s) acknowledged themselves to be the within named bargainer(s), and that they executed the foregoing instrument of their own free will for the purposes therein set forth.

Witness my hand and official seal at office at Brentwood, Tennessee, on this the 29th day of April, 2011.



Notary Public

My Commission Expires: 9/3/2012



Book 5313 Page 454

BK/PG: 5313/452-454
11015616

Certificate of Authenticity

3 PGS : DEED	
KIMM OWENS 214724 - 11015616	
03/12/2011 - 02:16 PM	
VALUE	350000.00
MORTGAGE TAX	0.00
TRANSFER TAX	1295.00
RECORDING FEE	15.00
DP FEE	2.00
REGISTRAR'S FEE	1.00
TOTAL AMOUNT	1313.00
STATE OF TENNESSEE, WILLIAMSON COUNTY	
SADIE WADE	
REGISTER OF DEEDS	

I, Kimberly Hollingshead, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

[Handwritten Signature]

Signature

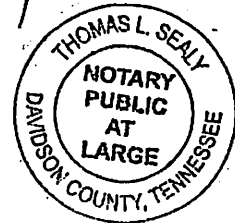
State of Tennessee
County of Williamson

Personally appeared before me, The Undersigned, a notary public for this county and state, Kim Hollingshead who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

[Handwritten Signature]

Notary's Signature

My Commission Expires: 1/9/12



From: Kim Hollingshead [Kim@TouchstoneTitleTN.com]
Sent: Wednesday, September 24, 2014 3:42 PM
To: Jeff Fenton
Cc: Fawn Fenton
Subject: RE: Fenton Purchase | 1986 Sunnyside Drive, Brentwood | Tenancy by the Entirety?

And wife

From: Jeff Fenton
Sent: Wednesday, September 24, 2014 3:41 PM
To: Kim Hollingshead
Cc: Fawn Fenton
Subject: RE: Fenton Purchase | 1986 Sunnyside Drive, Brentwood | Tenancy by the Entirety?

Thanks for the lightening fast response with the Deed Kim!

Can you please explain to me how "Tenancy by the Entirety" is specified/differentiated on this document?

Thanks again!

Jeff Fenton

Meticulous Marketing LLC
(615) 837-1300 Office
(615) 837-1301 Mobile
(615) 837-1302 Fax

When it's worth doing RIGHT the first time!

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

From: Kim Hollingshead [<mailto:Kim@TouchstoneTitleTN.com>]
Sent: Wednesday, September 24, 2014 3:31 PM
To: Jeff Fenton
Cc: Fawn Fenton
Subject: RE: Fenton Purchase | 1986 Sunnyside Drive, Brentwood | Tenancy by the Entirety?

Jeff, please see attached. Title is currently vested as Tenancy by the Entirety.

Kimberly K. Hollingshead, Esq.
President
Touchstone Title & Escrow, LLC
318 Seaboard Lane, Suite 114
Franklin, TN 37067

31.1 TENANCY BY THE ENTIRETY

When real property is acquired by individuals who are husband and wife at the time of the conveyance, then title is jointly held as an indivisible whole with right of survivorship unless the granting instrument expressly states that title is not to be held as a Tenancy by the Entirety. Upon divorce, a Tenancy by the Entirety is destroyed and absent some decree by the Divorce Court, the interest of the former spouses is converted into a Tenancy in Common with each owning a one-half interest.

31.2 TENANTS IN COMMON

When real property is acquired by two or more individuals who are not married at the time of the conveyance, or a Tenancy by the Entirety is destroyed through a divorce, title is held as Tenants in Common. In cases where the property is owned by Tenants in Common, each owner has a certain defined share in the property. Unless the instrument states otherwise, when there are two owners, each will automatically be presumed to own one-half each; if three, a third each, and so on. However, the shares between Tenants in Common do not need to be equal. The parties can decide what share of the property belongs to each owner. For example, if two individuals named Sam and Mark buy a property together, but if Sam contributes more to the purchase price than Mark, this could be reflected in the respective shares each acquires in the property. The deed into these individuals could state that Sam receives 70% interest in the property and Mark is entitled to 30%. The important point is that each of the Tenants in Common owners always owns his or her share of the property, and is only entitled to that same percentage of the sale proceeds. For example, if Sam dies, then his share of the property will be administrated as part of Sam's estate. Mark will continue to own his 30% after Sam's death. Unlike in a Joint Tenancy with a Right of Survivorship, it does not automatically pass to Mark.

When property is held as Tenants in Common, each of the individuals have a right to enter the common estate and take possession of the whole, subject to the equal right of the co-tenants to share in possession of the whole; and one co tenant's occupation or possession of the property can never be deemed adverse to the other co-tenants.



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

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

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

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

NOTICE: See reverse side for important information

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

YTD Tax Summary

YEAR
Total
(May
Total

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

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

*ASTERISK NEXT TO

2010 Form 1099-R

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

1-800-662-2739

PAGE 2 OF 3

Vanguard

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

JEFFREY RYAN FENTON
 PO BOX 111777
 NASHVILLE TN 37222-1777

PAYER'S name
Vanguard Fiduciary Trust Company

PAYER'S federal identification number
23-2640992

RECIPIENT'S identification number
XXX-XX-5069

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

Plan Name		Fund Name		Account number		Box 10:	Box 11:	Box 12:
Box 1: Gross distribution	Box 2a: Taxable amount	Box 2b: Taxable amount not determined	Box 4: Federal income tax withheld	Box 7: Distribution code(s)	IRA/ SEP/ SIMPLE	State tax withheld	State/Payer's state no.	State distribution
ROTH IRA								
STRATEGIC EQUITY FUND	8,023.32	X	09984339759 0.00	J				
REIT INDEX FUND INV	9,758.76	X	09984339759 0.00	J				

JEFF'S TOTAL RETIREMENT DISTRIBUTION
 (After 2007-2008 Financial Crisis)
DEPOSITED IN ASCEND JOINT
HOUSE INVESTMENT FUND
 on 4/25/2010
\$17,782.08

Form 1099-R
 OMB No. 1545-0119

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

2-3

01035809





Confirmation



i Confirmation number W206391261

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

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

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

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

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

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

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

Fund information

Account	Jeffrey Ryan Fenton—Roth IRA
Fund name	Strategic Equity Fund (VSEQX)
Fund & account	0114-09984339759

Method and amount

Sale amount	100%
Redemption method	Electronic Bank Transfer

Restrictions

Restricted until	06/25/2010
------------------	------------

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

Bank instructions

Routing number	264181626
Name of bank	ASCEND FCU
Bank account number	*****6580
Bank account type	Savings (JOINT HOUSE INVESTMENT FUND)



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

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

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

MORTGAGE SPECIAL!

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



NOTICE: See reverse side for important information

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

*ASTERISK NEXT TO

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

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

FAWN FENTON CELL 308-4350		2016
JEFFREY R FENTON		87-8162/2641
P.O. BOX 111777		
NASHVILLE, TN 37222		
APRIL 3, 2011 DATE		
PAY TO THE ORDER OF	ZEITLIN & CO REALTORS	\$ 5000 ⁰⁰
	FIVE THOUSAND ——— ONLY ———	DOLLARS 
 AEDC FEDERAL CREDIT UNION Nashville, Tennessee 37214		
FOR	1906 SUNNYSIDE EARNEST MONEY	<i>Fawn Fenton</i> MP
⑆ 264181626⑆ 10025765800⑆ 2016		

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

CHECK NO : 219813

TOUCHSTONE TITLE AND ESCROW LLC***



DETACH THIS PORTION BEFORE DEPOSITING

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



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

28APR11

87-8162
2641

CHECK NO : 219813

AMOUNT

\$ **34500.00

VOID AFTER 90 DAYS

PAY THE SUM OF THIRTY FOUR THOUSAND FIVE HUNDRED AND 00/100 DOLLARS

PAY TO THE ORDER OF TOUCHSTONE TITLE AND ESCROW LLC***

Caren C. Gehrig
AUTHORIZED SIGNATURE

Remitter: FAWN FENTON

Alvin D. Conner
2nd SIGNATURE REQUIRED FOR CHECKS OVER \$5,000

CASHIER'S CHECK

⑈00219813⑈ ⑆2641816261⑆ 646226183⑈

The Brand Promise

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

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



3

Jeff Fenton

From: Fenton Finances <fenton.finances@outlook.com>
Sent: Monday, April 23, 2018 2:37 AM
To: Fawn Fenton
Subject: Fwd: Your TFS account management email

Previously shared email address used for our family's financial records and notifications.

Whatever makes you feel powerful. I'm still going to subpoena all these records, and the equity is all community property regardless of whose email the statements go to.

You're totally wasting your time. None of this is necessary. You are creating your own emergency, when none exists.

Oh well... please provide me with all account statements, for every account which you are blocking my access from, from Jan 2015 until current, so I can continue to work on our taxes.

Please do not change Amazon or Paypass, or I will need the final invoices for every single transaction since Jan of 2015. (I need for bookkeeping, as well as establishing value, as well as taxes, as well as for insurance purposes. You promised that you wouldn't lock me out of our finances! That you would update our SHARED LastPass folder, with all new or changed passwords for our financial accounts, or which I need to catch-up on bookkeeping!)

I promise I won't spend any money through your accounts except using the BOA Visa Rewards that you gave me, and which you promised a new card is already ordered with my name on it.

If you cut that off too, then I'll have no choice but to immediately pursue an emergency interim order, so that I can eat!

Jeff Fenton
METICULOUS.tech

Sent by my iPhone

From: Toyota Financial Services <toyotafinancial@toyota.com>

Sent: Monday, April 23, 2018 1:23:48 AM

To: fenton.finances@outlook.com

Subject: Your TFS account management email

Your account management email has been updated

[VIEW ONLINE](#)



Good news!
Your account management email has been updated.



Your request has been completed, and we have successfully updated your account management email. We will no longer

use this email address to communicate with you. Thanks for
keeping us in the loop!



If you did not make the recent request to update your account
management email, please call us at 1-800-874-8822.



Please do not reply to this email. This is a post-only, outbound email. We will be unable to respond to your reply. For more information about Toyota Financial Services, please use the links below.

Toyota Financial Services is a service mark of Toyota Motor Credit Corporation (TMCC). TMCC is the authorized attorney-in-fact and servicer for Toyota Lease Trust.

Contact Us | Online Policies and Agreements | Online Privacy Policy

© 2017 Toyota Financial Services P.O. Box 2991 Torrance, CA 90501



EXHIBIT #25

Jeff Fenton

From: Fawn Fenton
Sent: Wednesday, May 2, 2018 5:20 PM
To: Jeff Fenton
Subject: Budget
Attachments: Fawn-Jeff Budget Apart 2018.pdf

FILED FOR ENTRY
2020 FEB 19 PM 1:14

Hello,

Attached is the "budget" that I believe is realistic for the upcoming year.

With my salary as the only support, I actually come up short about \$110 per month.

And this is without any other little things for either of us, at all. In real life, we each probably spend \$100 to \$200 per month on little discretionary extras here and there.

In the short term, I should be able to pay for everything listed on this sheet, except that the BofA Rewards card and the Capital One card will not have their balances paid in full like we usually do. I will have to see how things go over the next 2-3 months... if your expenses all go on the BofA rewards card, then the amount due for that card will go up, and the Capital One card (which I will continue to use) the amount due should go down. So maybe I can figure out how to pay in full one of those each month to avoid interest charges, but the other one will start to accumulate a balance with interest. So in a few weeks, I might see if I can find a new card with lower interest, for one of us to use. For example, if we want to get rid of the BofA Rewards card, then I could balance-transfer that one to a new lower interest card; and then I could pay off the Capital One every month, but only pay what I can afford on the new card, which will have a gradually increasing balance.

So, if you can contribute financially even a little, I would really appreciate it. I am not trying to "require" you to contribute, but just letting you know where I stand without you paying for anything (credit card debt will gradually increase over time.)

Let me know what you think.

Thanks,

Fawn

Fawn and Jeff Budget for Living Apart in 2018:

Sunnyside bills		Typ Monthly
1st-6th	Sunnyside Mortgage	\$ 1,850.00
26th-28th	Bancorp South (2nd Morg. SS)	\$ 210.00
1st-4th	Piedmont Gas	\$ 30.00
28th - 2nd	GeoAlarm & Monitronics	\$ 17.00
4th - 5th	Progressive Car Insurance (both)	\$ 135.00
23rd	NES Electric (varies)	\$ 241.00
20th - 23rd	Comcast	\$ 50.00
23rd	HVUD - Sunnyside Water	\$ 24.00
23-24th	AT&T Wireless	\$ 127.00
27th	Waste Industries (\$69 quarterly)	\$ 23.00
Total SunnySide Bills		\$ 2,707.00
<i>Sunnyside Bills n.i.c. mortgages</i>		\$ 647.00

Other Fixed Sunnyside Expenses		
30th	Walden's Puddle	\$ 50.00
16th	Compassion International	\$ 38.00
18th	Netflix	\$ 16.00
	Pest Control (SS - \$60/qtr)	\$ 20.00
Other fixed expenses		\$ 124.00

Sunnyside (Jeff) Variable expenses		
	Automobile Gas	\$ 40.00
	Pharmacy Scrips	\$ 30.00
	Food - Groceries	\$ 180.00
	Food - Take-Out	\$ 300.00
	Electronics/Software	\$ 20.00
	Personal Care (Haircuts)	\$ 25.00
	Postage-Delivery	\$ 5.00
	Toiletries	\$ 30.00
	Pet Food	\$ 20.00
	Pet Supplies	\$ 10.00
	Home Maintenance Misc.	\$ 20.00
estimate SS/Jeff variable expenses		\$ 680.00

Budgeted SS/Jeff Costs: \$ 3,511.00

Unpredictable Expenses:
 Pet Veterinary
 Doctor/Medical
 Clothing

Annual Expenses:	Yearly:	Monthly:
Sarah Nexguard	\$ 240.00	\$ 20.00
Sarah Hartgard	\$ 100.00	\$ 8.33
Sarah Annual Shots	\$ 200.00	\$ 16.67
Amazon Prime	\$ 120.00	\$ 10.00
Termite Contract	\$ 195.00	\$ 16.25
Buick LeSabre Tag Registration	\$ 125.00	\$ 10.42
Prius Tag Registration	\$ 76.00	\$ 6.33
	\$ 1,056.00	\$ 88.00

,pay for with bonus? or save each month?

Fawn's Apartment bills		Typ Monthly	
1st	Rent + Utilities	\$ 1,170.00	
	Comcast/Internet	\$ 40.00	
	NES Electric	\$ 150.00	
Total apartment bills		\$ 1,360.00	<i>annual:</i> \$ 16,320.00

Other Fixed Fawn Expenses			
28th	Toyota Car Loan Payment	\$ 300.00	
19th	Books on Tape	\$ 34.00	
	Laundry	\$ 15.00	
	Counseling for Fawn (2x/mo)	\$ 240.00	\$ 2,880.00
	Counseling for Jeff	\$ -	\$ -
	Counseling Together (?)	\$ -	\$ -
Other fixed expenses		\$ 589.00	\$ 2,880.00

Credit Card Payments:		
	Ascend FCU	\$ 50.00
	BofA Platinum Card	\$ 200.00
<i>(CapOne and BofA-Rew. Paid full)</i>		
Credit card payments		\$ 250.00

Misc. Fawn Variable Expenses		
	Misc Travel (Parking, Tolls)	\$ 5.00
	Automobile Gas	\$ 45.00
	Pharmacy Scrips	\$ 20.00
	Food - Groceries	\$ 250.00
	Food - Take-Out	\$ 150.00
	Toiletries	\$ 40.00
	Pet Food	\$ 20.00
	Pet Supplies	\$ 20.00
	Home Maintenance Misc.	\$ 10.00
estimate Fawn variable expenses		\$ 560.00

Budgeted Fawn/Apt Costs: \$ 2,759.00

Anticipated Total costs for both: \$ 6,270.00

Fawn's Net Salary \$ 6,160.00

Net monthly (deficit): \$ (110.00)

Deficit over a year: \$ (1,320.00)

684

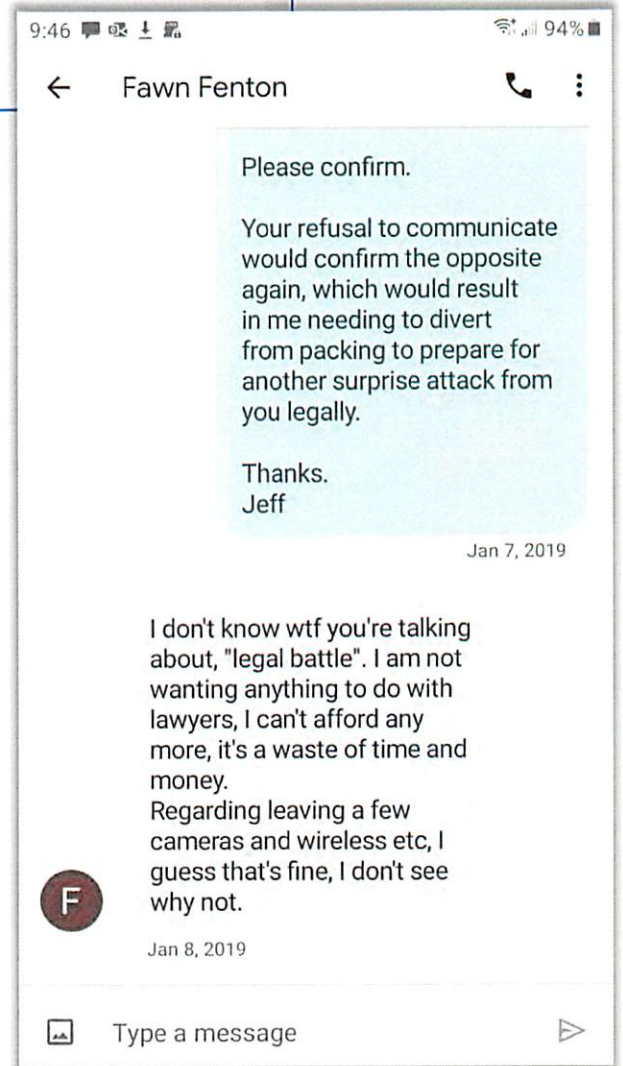
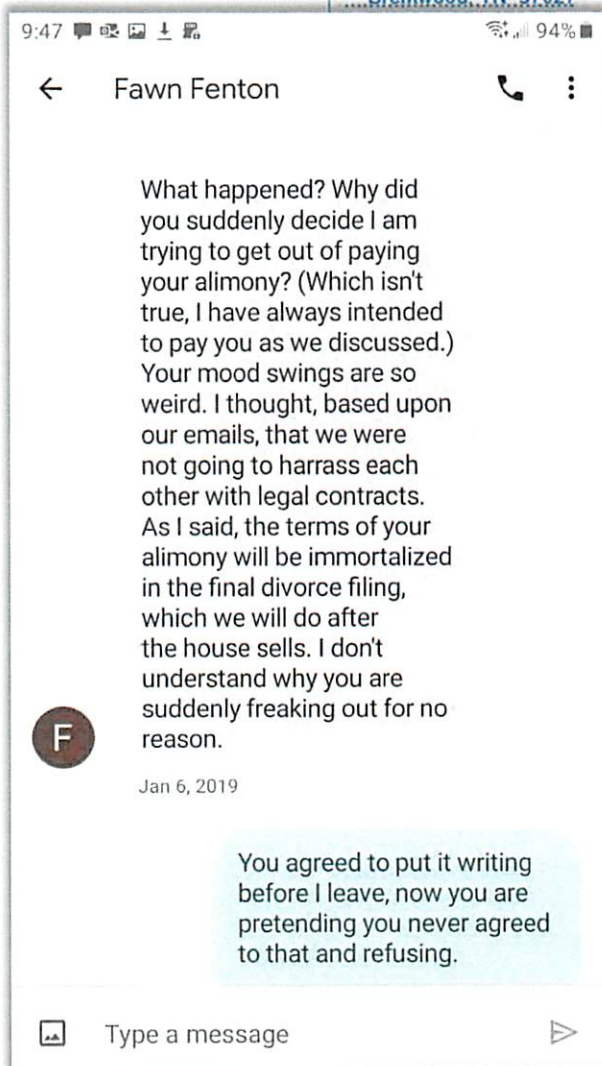
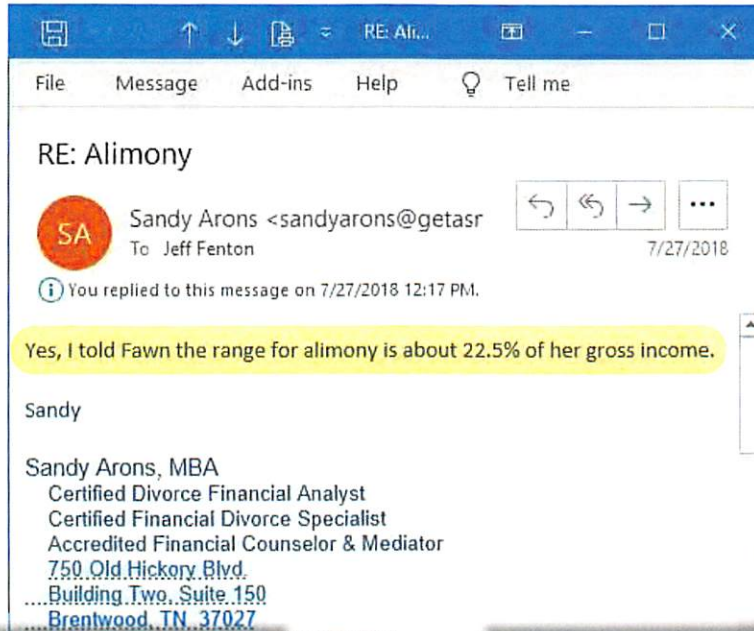
9:47 94%
 ← Fawn Fenton
 What happened? Why did you suddenly decide I am trying to get out of paying your alimony? (Which isn't true, I have always intended to pay you as we discussed.) Your mood swings are so weird. I thought, based upon our emails, that we were not going to harrass each other with 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

Arons & Associates
 DIVORCE PLANNING
 Understand the numbers.
 Secure your future.
SANDY ARONS, MBA
 Certified Divorce Financial Analyst
 Certified Financial Divorce Practitioner
 Certified Financial Divorce Specialist
 Financial Counselor & Mediator

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

REPEATEDLY AGREED TERMS OF ALIMONY:
Transitional Alimony to be Paid
 by Wife to Ex-Husband, in the amount of
\$1,750 Per Month for a Duration of Six-Years.
CALCULATED: at 22%-24% of Primary Breadwinner's Gross Income, for a Term Equal to half the Duration of our Marriage.
 As we were Advised was "**Fair with All Factors Considered**"
 by "**Collaborative Divorce**" Financial Expert Sandy Arons, MBA.

+ 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 Our Marriage \$1,750 PER MONTH for 6-YEARS Repeatedly PROMISED by Ms. Fenton



**2018-08-06 I OFFERED TO GIVE MS. FENTON MY EQUITY FOR FREE!
(Regretfully She Declined)**

OUR HOME (v2.0)

Jeff Fenton
To: Sandy Arons
Cc: Fawn Fenton; Fawn Fenton

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

RE: Financial Considerations to Keep in Mind

Fawn Fenton
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

Home Maintenance Misc.	\$	50.00
Counseling with Terry Huff	\$	200.00
Automobile Gas	\$	90.00
Car Insurance	\$	150.00

Jeff Other Living Expenses	\$	1,125.00
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Jeff pays these:

Sunnyside Expenses	\$	523.00
Jeff Living Expenses	\$	1,125.00

Jeff Needs Monthly:	\$	1,648.00
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Rent large bedroom	\$	800.00
Rent corner bedroom	\$	600.00

	\$	1,400.00
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need income from somewhere:	\$	248.00
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Jeff Fenton

From: Fawn Fenton
Sent: Friday, September 14, 2018 4:39 PM
To: Jeff Fenton
Subject: Offer to settle
Attachments: Offer to Jeff to settle_9-14-18.docx

Hello,

Attached is my offer to you for settling this divorce as uncontested.

Please consider agreeing to these provisions with minimal changes; this is the absolute most I can offer you.

This writing is not how the final agreement would look, though – we would need to have it reviewed by an attorney (Tommy White, who Sandy recommended, would be good), and we would need to discuss it with a tax professional (Phyllis Ellis?) to make sure the intents are actually doable, and to look for future unintended consequences.

I got your voicemail about BCBST also... I will call and look into that.

Note the timelines I've written in here for signing and filing this with the courts... talking to Sandy (and she talked to Tommy White) they said if we don't get this filed by early October, then it's unlikely to be finalized by the end of the year. We do have some footwork to do (legal, tax, health-care) to check everything, so we need to get going.

Let me know what you think.

Thanks,

Fawn

Fenton Marital Dissolution Agreement

Proposed terms as of September 14, 2018, for review.

THIS AGREEMENT IS BETWEEN Fawn Fenton [wife] and Jeffrey Ryan Fenton [husband], executed in Williamson County, Tennessee.

The parties desire to enter into an agreement concerning their rights and obligations arising out of their marriage so that it may be dissolved without a contest. There are irreconcilable differences between them.

Each party is aware that a Complaint for Divorce is pending in the court and county noted above.

The parties agree by signing this Agreement that they waive service of legal process upon each other. They acknowledge that the filing of an Answer to a Complaint for Divorce will not be required.

This Agreement shall be included by either party as a part of a Final Decree of Divorce. Each party has read it in its entirety, agrees that it is fair, and has voluntarily signed it. Husband and wife also agree to sign any further documents that may reasonably be necessary to carry out its intent.

1. **This offer is only good if we successfully sign this into a Marital Dissolution Agreement Contract as soon as possible AND the divorce Final Order is entered by the court before December 31, 2018.** The financial tax incentives integral to this offer will not apply in 2019, and this Agreement is void if the divorce is not final in 2018.
2. Since we cannot re-finance the Sunnyside mortgages at this time, we must finalize the divorce this year, and simply remain joint owners of the house. (I'm not sure if the deed stays as-is, or if we re-do it as "tenants in common"; need to verify and research tax/income implications. We may want to do a Trust.)
3. We will not transfer any personal debts; the credit card debts in Jeff's name remain solely Jeff's responsibility, and the credit card debts in Fawn's name remain solely Fawn's responsibility. Each party shall hold the other party harmless from any collection actions or other consequences relating to these debts.
4. Jeff may continue to live at the Sunnyside house, as long as the terms of this Agreement continue to be met. Jeff can get roommates and make minor modifications, as long as no actions decrease the value of the property. Jeff will take care of the property and pay for any and all other expenses associated with the Sunnyside house and property, except where specifically noted otherwise below.
5. If this Agreement is signed by both Jeff and Fawn before 5:00 pm on Friday, September 28, 2018, and we are able to submit the completed forms for a "no-fault" divorce based on "irreconcilable differences" to the Williamson County Courts by Friday, October 5, 2018, then Fawn agrees to continue to make the mortgage and utility payments for the Sunnyside house until the end of December, 2018.
 - a. Specifically, Fawn will continue to pay:
 - i. BofA first mortgage
 - ii. Bancorp South second mortgage
 - iii. NES Electric