

- iv. Piedmont Gas
 - v. Alarm monitoring service (currently charged to Fawn's credit card)
 - vi. HVUD Water
 - vii. Waste Industries trash pickup service
 - viii. Progressive car insurance (current joint policy)
 - b. And Fawn will give Jeff a personal or cashier's check for \$1,000.00 on the first of each month to help pay for Jeff's living expenses (specifically on October 1st, November 1st, and December 1st.)
 - c. The Chase credit card with the \$1,000 limit currently in use will be closed.
- 6. Starting on January 1, 2019, Fawn will pay Jeff Alimony each month in an amount equal to the minimum payments due on the Sunnyside first and second mortgages. Currently the payments are \$1,804.78 and \$252.10 for a total of \$2,056.88 each month; Fawn would send Jeff a payment for this amount, as Alimony, at least five business days before the mortgage payments are due. The Alimony funds will be deposited into Jeff's personal checking account, and then Jeff is obligated to directly make the payments to the respective financial institutions for both mortgages.
 - a. If the mortgage payments adjust up or down due to factors beyond our control (such as interest rate changes, escrow changes, insurance changes, etc.), then Fawn's Alimony payment to Jeff will adjust up or down accordingly, keeping the Alimony payments equal to the minimum payments on both mortgages as currently financed.
 - b. If Jeff fails to make the mortgage payments on time each month: the first time Jeff misses or is late on a mortgage payment, Fawn will file a written notice with the Court that Jeff has violated the terms of this Agreement. The second time Jeff misses or is late on a mortgage payment, it will be considered an inexcusable breach of contract, and Fawn will file a motion for Jeff to be held in contempt of court.
- 7. Starting on January 1, 2019, Jeff is responsible for ALL other expenses related to living at Sunnyside.
 - a. Jeff will pay for all other household bills, including, but not limited to, the following:
 - i. NES Electric
 - ii. Piedmont Gas
 - iii. Alarm monitoring service(s)
 - iv. Comcast/Xfinity
 - v. HVUD Water
 - vi. Waste Industries or other trash pickup service
 - vii. Quarterly Pest Control and Annual Termite Contract
 - b. Jeff will be fully responsible for the full cost of any repairs to the home (not improvements or upgrades, but only unforeseen repairs to something that breaks or fails and is integral to the value of the real property). Jeff will pay for all minor repairs and maintenance (costing approximately \$100 or less) out of his own funds. For repairs costing more than this, Fawn has the option to LOAN Jeff money for the repair, and then Jeff must make defined minimum monthly principal and interest payments back to Fawn until the loan is repaid in full. *(We might need to define these terms more specifically. If the money comes from a credit card or other financial institution loan that Fawn uses in order to loan the money to Jeff, then the minimum payments from Jeff would equal whatever the lender charges Fawn. However if Fawn has cash on hand to loan Jeff, then Jeff needs to repay Fawn in monthly payments including a pre-determined X% interest.)*
 - c. Jeff pays for all of his own living expenses, including food, pet care, counseling and medications, automobile expenses, etc. with no additional assistance from Fawn.

8. Fawn agrees to pay Jeff Alimony per section 5 above for a total of 6 years (72 months) beginning on January 1, 2019. After this period Alimony will be considered complete, and Fawn will not owe Jeff any further financial support. Beginning January 1, 2026, Jeff will take over all mortgage payments for Sunnyside out of his own resources, and Fawn will make no further payments to Jeff, even if the mortgages are still in Fawn's name.
 - a. If Jeff ever misses or is late on a mortgage payment, at any point in the future while the mortgage is still in Fawn's name, then the provisions of 6.b. above will apply.
 - b. If Fawn experiences a significant reduction of her income during the 6 year alimony term through no fault of her own; she may negotiate with Jeff and/or apply to the court for a reduction in the monthly alimony payments, either for a temporary time, or permanently, depending on reasons and circumstances.

9. Jeff must catch up and file the back taxes for 2015, 2016, and 2017.
 - a. Jeff must file taxes for year 2015 by April 1st, 2019. He must use his normal diligence to try to maximize the married-filing-jointly tax return (if due) or minimize what we would owe (if that's the case). If Jeff successfully files these taxes by April 1st, then Fawn will pay for all professional tax consultant fees.
 - i. If Jeff fails to have 2015 tax year documents accurately sent in by April 1, 2019, then Fawn will file the taxes using only her W2 and basic known deductions before April 15, and Jeff must sign the simplified married-filing-jointly return without including his own itemizations. Jeff will also be responsible to pay for all professional tax consultant fees.
 - b. Jeff must file taxes for BOTH years 2016 and 2017 by October 1st, 2019. He must use his normal diligence to try to maximize the married-filing-jointly tax return (if due) or minimize what we would owe (if that's the case). If Jeff successfully files these taxes by October 1st, then Fawn will pay for all professional tax consultant fees.
 - i. If Jeff fails to have both 2016 and 2017 tax year documents accurately sent in by October 1, 2019, then Fawn will file the taxes using only her W2's and basic known deductions before October 15, and Jeff must sign the simplified married-filing-jointly returns without including his own itemizations. Jeff will also be responsible to pay for all professional tax consultant fees.
 - c. Fawn will file the tax return for year 2018, as married-filing-jointly, using only her W2 income and basic known deductions, and Jeff must sign the return forms without including his own itemizations. Fawn will pay for all professional tax consultant fees for filing year 2018.
 - d. Jeff and Fawn agree to leave any refunds from years 2015, 2016, and 2017 deposited with the IRS until it is clear whether the filings result in a refund due or taxes owed after all years up to 2018 taxes are complete. Fawn will receive all of the net refund, or will pay all of the taxes due, resulting from the completion of these years tax filings.

10. After all tax returns through 2018 are complete (all of the "married-filing-jointly" years), Fawn will have the option at any time within the 6-year Alimony period to re-finance the Sunnyside mortgages. She can choose any new mortgage arrangement that has reasonable interest rates and payments, as long as all of the property financing remains only in Fawn's name. At Fawn's option, new financing may or may not include a HELOC, home equity loan, or cash-out mortgage if Fawn wishes to cash-out a portion of, or all of, her share of the house equity.

11. Jeff agrees to diligently try to repair his credit rating, and to increase his income, with the goal of refinancing the Sunnyside property mortgage(s) into solely Jeff's name as soon as possible.

- a. When Jeff is able to obtain a mortgage to take all of the Sunnyside financing into solely his name, AND through this mortgage Jeff is able to cash-out and pay to Fawn ALL of her equity in the home with interest as described in section 12 below, then Fawn agrees to sign a quit-claim to remove herself from the deed to the property, so that Jeff will then have sole ownership of the residence and Fawn will have no further interest in the property.
12. As part of this Agreement, both parties agree that Fawn's share of the Sunnyside property's equity will be set at \$60,000.00 as of January 1, 2019. Thereafter, for as long as Jeff lives in the house, and the mortgages are in Fawn's name, Fawn's equity will be considered an "investment", and the parties agree that Fawn's equity will increase at a rate of 4% annually.
- a. At any time in the future, when Jeff is able to refinance the Sunnyside mortgages into solely his name, he will be required to "buy out" Fawn's equity in the property, for the amount of her investment that she is due with interest, calculated at that time. Fawn's equity shall not be linked to, or dependent on, an appraised value of the property at any time.
 - b. Fawn agrees to continue to hold the mortgage(s) for Sunnyside in her name after January 1, 2026, when Jeff assumes responsibility for the mortgage payments, for as long as Jeff is unable to qualify for a sufficient replacement mortgage in his own name with reasonable financing terms. Fawn's equity will continue to increase with interest for as long as this arrangement continues.
 - c. (However, we need to talk to Phillis about tax implications; there is something about co-owned property that is not divided within 6 years of a divorce having taxable gains...)
 - d. If Fawn refinances the mortgages in her name at any point and cashes-out only a portion of her equity, then only the equity remaining associated with the house will continue to earn interest per this agreement.
 - e. If Jeff does not obtain a mortgage so that all of the Sunnyside property financing is solely in Jeff's name within 10 years, then beginning on January 1, 2030, any equity that Fawn has not cashed out through refinancing will continue to accrue interest at 5% annually.
 - f. If at any time, both parties agree to sell the house, then out of the NET proceeds after the sale, Fawn would be due her equity plus interest per the terms above, as calculated at the sale closing date. Jeff would retain all remaining proceeds after that.
13. Jeff will not sell any personal property before the divorce is final. Jeff must allow Fawn to remove all of her personal belongings out of Sunnyside before or by the time the divorce is final. Both need to finish dividing personal property items as soon as practical.
14. Jeff must give Fawn all of her personal digital data that are still on Jeff's computers before or by the time the divorce is final, including a complete copy of the family photo album, copies of all years back taxes, and any folders where Fawn has saved data in the past. Jeff must give this to Fawn on one or more external WD hard drives. Jeff must delete off of his computers anything that is or was considered solely Fawn's data. Jeff also must give Fawn all data and external hard drives relating to Fawn's company, Adkisson Architects, and retain no copies of that data.
15. Since Jeff is currently covered by health insurance through Fawn's employer, Jeff may apply to the Tennessee Division of Insurance to continue on this health insurance plan under COBRA, following those requirements. To assist Jeff the first year, Fawn's employer has generously offered to continue to pay in full for Jeff's health insurance premiums, each month through December 2019. If Jeff wishes to stay on this health insurance plan for up to 36 months as COBRA allows, then starting in January 2020, Jeff will need to make the remaining monthly premium payments out of his own

resources, either by paying his portion to Fawn's employer, or by paying his portion directly to the health insurance provider, (allowed arrangements will be verified with all parties).

- a. After the 36-month COBRA eligibility period, Jeff will be removed from the health insurance plan provided by Fawn's employer, and Jeff will be responsible for obtaining his own health insurance coverage separately, without Fawn's assistance.
- b. If Fawn's employer terminates the current group health insurance plan for any reason, at any time, then both Fawn and Jeff will be responsible to obtain their own health insurance coverage independently, with no assistance from or obligation to the other. Fawn's employer is under no obligation to continue paying for group coverage if he determines that it is not advantageous to his company, regardless of the time frame following this divorce.

16. Both parties will draw up new, individual Last Wills as soon as possible, and the current wills in place will become void when the new wills are filed with the court. In the new wills, each party will stipulate that upon his or her own death, that full ownership of the Sunnyside real estate will be transferred solely to the other party. Any division of equity in place prior to the one party's death will become void, with all equity then belonging to the surviving owner.

17. If either party incurs debts or obligations in the future such that a third party (unforeseen at this time) puts a lien on the Sunnyside property, or causes the Sunnyside property to be foreclosed or sold at auction for any reason, then that party will be responsible for all costs and losses associated with the Sunnyside property. The blameless party will be entitled to petition the court for full recovery of the value of his/her equity, investment, or share from the offending party.

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

No alternation or modification of this Agreement shall be valid unless in writing and signed by both parties and filed with the Court.

It is understood and agreed between the parties that this Agreement is entered into without any undue influence, duress, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions in this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily and that each party has either been advised by legal counsel or has been advised to seek legal counsel and has either conferred with legal counsel or has had the opportunity to do so before signing this.

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

I was very interested in this offer, and tried to accept it, but wife's offer was contingent upon a positive contract review by a separate attorney she hired, in addition to the attorney she had on retainer for her previous contested divorce action in docket #47426. Both of wife's attorneys shot down this offer, and advised her against it. They both found this offer to be too complicated as well as too favorable for me, deeming it not in wife's best interest.

This was the end of wife's willingness to consider a "collaborative" divorce with the assistance of Arons and Associates Divorce Planning.

Jeff Fenton "VERBAL SETTLEMENT AGREEMENT"

From: Fawn Fenton
Sent: Saturday, October 27, 2018 5:31 PM
To: Jeff Fenton
Subject: Your texts re: settling

EXHIBIT #18
2020 FEB 19 PM 1:13

FILED FOR ENTRY

I am reading your texts coming in now that you've been writing today.
Overall I think I am agreeable to this, but I want to try to make sure we're on the same page.

The basic idea is that I withdraw the complaint, so there is no divorce action pending, and we let things sit until after we've sold the house and divided money and stuff on our own. Then we can easily file an uncontested divorce and probably wouldn't even have to go to court. Right? I agree, the less the court has to get into our finances and personal business, the better.

This would all be informal between us, right? No long-ass legaleze contracts between us? I would MUCH prefer that. I have no desire to "screw you over" in any way, I do not want either of us to go through any more pain than necessary at this point. (FYI, I am putting numbers on these points below just to organize events in my brain; I am not trying to make this look like a contract or something.)

- 1.) So I would withdraw the divorce complaint on Monday, and verify with the court clerk that that stops or lifts the temporary restraining order, so we can move/sell stuff at will after that. (Or, I will find out if there are any other actions I need to take to put the divorce on hold in order for us to have the freedom to do whatever we want with the "marital stuff".)
2.) At that point, we would take some time to sell and store some of our stuff, right? Can we say the goal would be to have our activities done so that the house could be listed in 2 or 3 months maximum? This is the time-frame which worries me, since you always need way more time than a regular person to do things. I would be worried that you would ask for another month... and then another month.... And I wouldn't want it to drag out, because my expenses are increasing for as long as this continues, and plus we want to list it by spring. Can we say we'd have our "stuff" situated such that the house could be listed by the end of January or 1st of February? (And if you want to uninstall the security system and take it with you, I'm fine with that.)
3.) Then we would meet at Judy's and you would sign a quit-claim, and your reason is because you do not want to have to be involved in the sale of the house, right? So you could just turn your back on it and not have to watch, and I will deal with all of the sale activities? We might want to instead keep you on the deed, but you sign a POA so that I can do all of the sale transactions without you. I am thinking that would allow Judy's office to write each of us a check directly to split the proceeds of the sale (at the end). Otherwise, if I was the only person listed as an "owner" of the house, then all of the proceeds would go into my name, and it might be more difficult to give you half. We don't want it to be looked at by the IRS as a "gift" or some other taxable event. If we are (were) both owners, and we each take some of the proceeds, then none of that would be taxable.
4.) So when our stuff is satisfactorily stored or moved (just for putting the house up for sale)... I would get the fish tank cleaned up and out of there to storage, and I would get my stuff out to the greatest extent possible. And then the real estate agent could list it for sale... And you would take off to Michigan. So maybe we could have it put on the market by early February?
5.) That seems good because then it would be listed for sale during the spring, and hopefully we would get a good offer by April or May, and close in May or June at the latest. (While it's on the market, we could finish getting the rest of our stuff out of there also.) The proceeds could go into an account held by Judy's office, and then we could split it 50/50, and Judy's office could write us each individual checks. (Maybe we should ask Judy... I wonder if you should "gift" your ownership of the house to your mom or something.... So that your mom and I are officially on the deed as the joint owners of the house.... Then Judy could write the final checks directly to me and your mom, and that way there would be no record of you ever having received money out of the sale of the house, so that if you proceed with your BK, that doesn't come into question....?)

- 6.) Between now and when we each get our half of the proceeds from the house, I would just give you \$500 per month (\$250 out of first paycheck and \$250 out of 2nd paycheck, ok?)
- 7.) Then after everything from the sale is done and we have no more joint anything, hypothetically in June or so, we would just fill out the standard forms for an uncontested divorce, and turn those in to the court, no lawyers involved.
- 8.) I would then agree to give you \$1,750 per month for 6 years in alimony, roughly June 2019 through June 2025. The divorce should record as final a month or two later.
- 9.) Oh, and I would still ask Ken to keep you on our health insurance through the end of 2019.

Does that all sound like an accurate summary of what you would be agreeable to?

I am good with this plan, if you are.

Thank you for reconsidering everything.

Jeff Fenton

From: Jeff Fenton
Sent: Monday, January 28, 2019 1:29 PM
To: Fawn Fenton
Subject: Written Agreements

Hello Fawn,

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

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

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

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

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

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

Thanks!

JEFF FENTON
METICULOUS.TECH
(615) 837-1300 OFFICE
(615) 837-1301 MOBILE
(615) 837-1302 FAX

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

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

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

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

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

Jeff Fenton

From: Fawn Fenton
Sent: Monday, February 25, 2019 6:30 PM
To: Jeff Fenton
Subject: HVAC system
Attachments: Belle Meade Exterminating_Annual SS Contract 2019.pdf

Hello,

- I received the attached bill for the Termite Inspection contract just about a week ago; it says "March Pre-Bill", so I was figuring I have until March to pay this. I will pay it sometime soon.
- I finally snail-mailed you a check for the \$175 for your medical work, you should get it within the next day or two hopefully. (Sorry took so long; been going through all finances again the last couple of weeks, updating all data, and figured out that I am still going in the red around \$400 to \$500 each month. So was trying to make sure I have money in the bank to cover checks.)
- Your text said "we are starting to violate our contract terms"... what contract are you referring to?
- Your text said "we are way overdue on a new full house air filter"... which filter? Are you referring to the air purifier? Do you have a model number of the specific filter we need to buy, so I can shop for it? When I google "Carrier Infinity GAPA Air purifier filter", I get several different sizes and models come up. Let me know specifically which one we need, and we can find out what it will cost.

Fawn Fenton

(615) [REDACTED]-7377 • mobile



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

Jeff Fenton

From: (615) [REDACTED]-7377 <16158371301.1615 [REDACTED]7377.km4F34MBb9@txt.voice.google.com>
Sent: Wednesday, January 23, 2019 4:14 PM
To: 837.1301@gmail.com
Subject: New text message from (615) [REDACTED]-7377



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

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Google

Google LLC
1600 Amphitheatre Pkwy
Mountain View CA 94043 USA

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



I don't know how to answer your question right now. I hate it when you ask me to choose what you "should" work on, since you can't multitask.

Fawn Fenton (mobile) • Feb 9, 2019

4

Jeff Fenton

From: (615) [REDACTED]-7377 <16158371301.1615[REDACTED]7377.km4F34MBb9@txt.voice.google.com>
Sent: Saturday, February 9, 2019 8:22 PM
To: 837.1301@gmail.com
Subject: New text message from (615) [REDACTED]-7377

Categories: 5-Email: Present to Court



I don't know how to answer your question right now. I hate it when you ask me to choose what you "should" work on, since you can't multitask.

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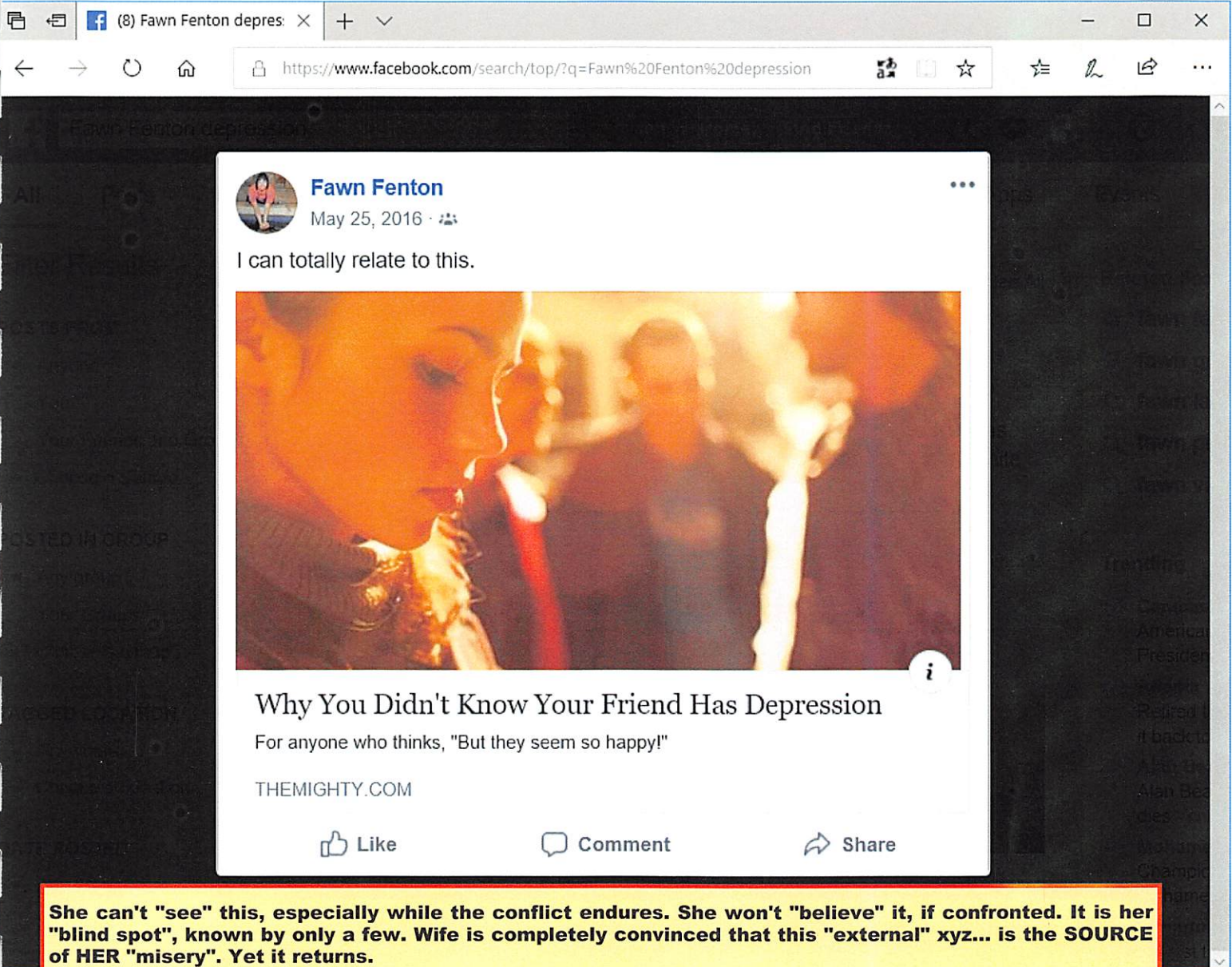
Google

Google LLC
1600 Amphitheatre Pkwy
Mountain View CA 94043 USA

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

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

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



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

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

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

Unconscionably, I was illegally prevented from protecting her. For that I pray for JUSTICE and RESTITUTION for HER SAKE!

The LAW is the LAW for a REASON! It is to be EQUALLY afforded to EVERYONE!

LEASE AGREEMENT
FOR 1986 SUNNY SIDE DRIVE, BRENTWOOD, TENNESSEE 37027

- 1. PARTIES This Lease Agreement is entered into this 9th, day of APRIL, 2019 between LANDLORD, Jeffrey R. Fenton, owner of 1986 Sunny Side Drive, Brentwood, TN 37027 and TENANT [REDACTED] GARCIA, in conformance with the Uniform Residential Landlord and Tenant Act of the State of Tennessee.
- 2. LEASED PROPERTY LANDLORD leases to TENANT a BEDROOM, inside LANDLORD'S residence, at 1986 Sunny Side Drive, Brentwood, TN 37027, for use as a private dwelling place for one person, and for no other purpose. This lease includes shared usage of the common living spaces within the home, including the Front Room, the Family Room, the Dining Room, the Kitchen, the Bonus Room, the Hall Bathroom, the Rear Deck, and the Back Yard. This lease includes a single outdoor parking space, for one vehicle. (Primary parking spaces need to be available for the Tenants when they are home. Any tenant with guest vehicles, need to be mindful and considerate about this.)
- 3. EXCLUSIONS Areas of the property, reserved SOLELY for LANDLORD, which are NOT shared with TENANT, hence being excluded from the LEASED PROPERTY:
 - Master Bedroom and Bathroom
 - Office
 - Attic
 - Crawl Space
 - Most of the Garage (minimal storage is allowed Tenants on one side)

Tenant is forbidden from entering these areas, without invitation or express permission from LANDLORD, on a case by case basis.
- 4. OCCUPANTS As a governing principal, no visitor or guest can spend so much time on the property, that it feels as though they are living here. Likewise, no TENANT can create (or permit) an environment which causes others living in the home to become uncomfortable, feeling as though their space is being crowded, or where the peacefulness of our home is disrupted. The LANDLORD and both TENANTS must always feel at ease with any guests on the property, or the TENANT responsible for allowing those guests here should be informed and it is their responsibility to peacefully remove those people from the property. The goal is always, for those paying to live here, to feel "at home", at peace, and undisturbed, so that each of us may equally benefit from the "peaceful enjoyment" of the home which we share together.
- 5. LEASE TERM The initial Term of this Lease shall commence at 7:00 am on 4/9/2019 for the term of 11 months and 22 days, and shall end at 7:00 am on 4/1/2020.
- 6. RENT During the Lease Term, TENANT shall pay to LANDLORD, without any notice or demand, Rent in the amount of SIX HUNDRED FIFTY Dollars (\$650.00) per month on or before the first (1st) of each month, by check, money order, electronic transfer, or other traceable means (no cash please). In the event that the first day of the Lease Term is other than the first (1st) of the month, the first month's Rent shall be determined on a pro rata basis.
- 7. SECURITY DEPOSIT The TENANT shall pay a Security Deposit of \$250.00, on or before the first day of the Lease Term, to be held by the LANDLORD for as long as the TENANT occupies the Leased Property.

The following conditions must ALL be met by Tenant, for the Tenant to be eligible to receive their entire Security Deposit back after surrendering possession of the Leased Property:

 - A. The full term of the Lease Agreement must be satisfied.
 - B. Written notice of the TENANT'S intent to terminate this Lease Agreement must be provided to the LANDLORD at least thirty (30) days prior to vacating the Leased Property.
 - C. No damage has been done to the Leased Property beyond expected normal wear and tear.
 - D. The TENANT'S bedroom is left clean, without disturbing or littering any other areas of the Leased Property.
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The Landlord shall make a final walk-through of the Tenant's bedroom, with the Tenant present to witness, pointing out and itemizing in writing any damage found, and deemed by Landlord to be beyond normal wear and tear. Should such damage be found, Landlord will have a period of one week to calculate the costs of the repair, or to get estimates as the case may be, and to release the remainder of the Security Deposit back to the Tenant, while explaining the cost of the damages. If no damage is found by the Landlord during this final walk-through, Landlord shall provide Tenant with a check for the full amount of the Security Deposit, right then and there, without delay.
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This property uses an old SEPTIC SYSTEM, rather than city sewer. As a result, this system must be properly cared for, to continue working. In general, NOTHING should get flushed down the toilets except for that which your body naturally excretes and toilet paper. "Courtesy flushes" are encouraged, to prevent clogging.

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

Correspondence mailed by the Tenant but not received by the Landlord shall not be considered.

Additional contact information for the Landlord:

Mobile Phone: (615) 837-1301 (Voice & Text Accepted)

Email: [REDACTED]

Especially in the case of maintenance issues or other possible emergencies, the Tenant must try every available means to contact the Landlord and leave messages if the Landlord is unavailable. Phone calls, emails, and other non-written communication between both parties shall be honest and considered in good faith but shall not be contractually binding.

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19. SALE If the Landlord sells this property, or places it up for sale, whether voluntarily or by court order, or in any way the ownership of this property or rights to sell this property are conveyed to another party, whether by foreclosure or other legal process, during the term of Tenancy per this Agreement, the assuming, owning, or controlling party, and their agents/assigns must continue to comply in-full with the terms of this Lease Agreement, until such a time as the term of this Lease has been fulfilled, and the Tenant has been given proper legal notice of any changes desired by the new owners, or to vacate the Leased Property, with plenty of time to find a comparable rental, in both cost and location, as well as to make that move smoothly, without any abrupt disturbances, to their life.

Landlord herein promises and assures Tenant, that under absolutely NO circumstances, will the Tenant be requested or required to move-out, without receiving at the very least, 90-Days of written notice in advance, of such a request or demand. This is the absolute legal minimum required by both Tennessee law and Federal laws, which the Tenant can take security in, despite any other instability in the marital status between the property owners.

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Abandonment by Tenant is considered a default under the terms of this Lease Agreement.

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22. NO WAIVER Any failure of Landlord to insist upon the strict and prompt performance of any covenants or conditions of this Lease Agreement shall not operate as a waiver of any such Lease Agreement provision or of Landlord's right to insist on a prompt compliance in the future of such covenant or condition, and shall not prevent a subsequent action by Landlord for any future violation. No provision, covenant or condition of this Lease Agreement may be waived by Landlord unless such waiver is in writing and signed by Landlord.

23. SAVINGS CLAUSE If any provision of this Lease Agreement is determined in a court of law to be in conflict with any Federal, State or Local Statute or Ordinance, the nullity of that specific provision shall not affect the other provisions of this Lease Agreement which can be given effect in the absence of the nullified provision, and to this end the provisions of this Lease Agreement are severable.

24. LEAD BASED PAINT DISCLOSURE Housing built before 1978 may contain lead-based paint. This property was built in 1977 so it could contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. The Landlord has no knowledge, records, or reports of lead-based paint and/or lead-based paint hazards in the building. In compliance with Federal guidelines, Landlord has provided to Tenant a printed copy of the EPA pamphlet "Protect Your Family From Lead In Your Home", which Tenant herein acknowledges receipt of. Additional copies are available online at <http://www.hud.gov>.


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THIS IS A LEGALLY BINDING CONTRACT. (Please seek legal counsel before signing, if you don't fully understand.)

TENANT HEREBY ACKNOWLEDGES THAT HE HAS READ AND UNDERSTANDS THIS "LEASE AGREEMENT". NO ORAL AGREEMENTS HAVE BEEN MADE WHICH CONFLICT WITH THE CONTENTS HEREIN. TENANT UNDERSTANDS THAT ALL PROVISIONS OF THIS LEASE AGREEMENT ARE MADE FOR THE PURPOSE OF PROTECTING THE LEASED PROPERTY AND PROVIDING FOR THE SAFETY AND WELL BEING OF ALL OCCUPANTS. BOTH LANDLORD AND TENANT, LEGALLY AGREE AND AFFIRM, BY SIGNING BELOW, THAT THEY WILL, IN ALL RESPECTS, COMPLY WITH THE TERMS AND PROVISIONS OF THIS LEASE AGREEMENT, HEREIN STATED.

Jeffrey R. Fenton
 LANDLORD

 LANDLORD SIGNATURE
 4/9/2019 3:30 PM
 BINDING AGREEMENT DATE TIME

 Garcia
 TENANT (Print Name)

 TENANT SIGNATURE
 4/9/2019 3:20 pm
 BINDING AGREEMENT DATE TIME



CASHIER'S CHECK
04/09/2019

[Redacted] 8062

Jesse M Garcia / Rent
Purchaser / Purchased For

SIX HUNDRED FIFTY DOLLARS AND 00 CENTS

PAY TO THE ORDER OF: Jeff Fenton

\$650.00 Fee \$0.00

VOID

NOT NEGOTIABLE
CUSTOMER COPY

Branch TN05102
CC102053

Regions Bank



CASHIER'S CHECK
04/09/2019

61-1/620

[Redacted] 8062

[Redacted] Garcia / Rent
Purchaser / Purchased For

SIX HUNDRED FIFTY DOLLARS AND 00 CENTS

PAY TO THE ORDER OF: Jeff Fenton

\$650.00

Authorized Signature *[Signature]* Branch TN05102
CC102053



Regions Bank

⑈ 55052 [Redacted] ⑈



Check Details

Account: 360 Checking ...5855
 Available Amount: \$650.00
 Check Amount: \$650.00
 Deposit Date: Tuesday, April 9, 2019

REGIONS CASHIER'S CHECK 81-1620 [REDACTED] 8062
 .04/09/2019
 [REDACTED] Garcia / Rent
 Purchaser / Purchased For

SIX HUNDRED FIFTY DOLLARS AND 00 CENTS
 PAY TO THE ORDER OF: Jeff Fenton

Regions Bank \$650.00
 Authorized Signature [Signature] Branch TN03102
 CC102033

⑈ 5505 2 [REDACTED]

⑈ 7912 <
 CAPITAL ONE, NA
 0044112350 04102019
 RICHMOND, VA 003 23
 360 RDC Deposit [REDACTED] 5855

[Signature]

LEASE AGREEMENT
FOR 1986 SUNNY SIDE DRIVE, BRENTWOOD, TENNESSEE 37027

1. **PARTIES** This Lease Agreement is entered into this 26th, day of MARCH, 2019 between LANDLORD Jeffrey R. Fenton, owner of 1986 Sunny Side Drive, Brentwood, TN 37027 and TENANT [REDACTED] MERRIMAN, in conformance with the Uniform Residential Landlord and Tenant Act of the State of Tennessee.
2. **LEASED PROPERTY** LANDLORD leases to TENANT a BEDROOM, inside LANDLORD'S residence, at 1986 Sunny Side Drive, Brentwood, TN 37027, for use as a private dwelling place for one person, and for no other purpose. This lease includes shared usage of the common living spaces within the home, including the Front Room, the Family Room, the Dining Room, the Kitchen, the Bonus Room, the Hall Bathroom, the Rear Deck, and the Back Yard. This lease includes a single outdoor parking space, for one vehicle. (Primary parking spaces need to be available for the Tenants when they are home. Any tenant with guest vehicles, need to be mindful and considerate about this.)
3. **EXCLUSIONS** Areas of the property, reserved SOLELY for LANDLORD, which are NOT shared with TENANT, hence being excluded from the LEASED PROPERTY:
- Master Bedroom and Bathroom
 - Office
 - Attic
 - Crawl Space
 - Most of the Garage (minimal storage is allowed Tenants on one side)
- Tenant is forbidden from entering these areas, without invitation or express permission from LANDLORD, on a case by case basis.
4. **OCCUPANTS** As a governing principal, no visitor or guest can spend so much time on the property, that it feels as though they are living here. Likewise, no TENANT can create (or permit) an environment which causes others living in the home to become uncomfortable, feeling as though their space is being crowded, or where the peacefulness of our home is disrupted. The LANDLORD and both TENANTS must always feel at ease with any guests on the property, or the TENANT responsible for allowing those guests here should be informed and it is their responsibility to peacefully remove those people from the property. The goal is always, for those paying to live here, to feel "at home", at peace, and undisturbed, so that each of us may equally benefit from the "peaceful enjoyment" of the home which we share together.
5. **LEASE TERM** The initial Term of this Lease shall commence at 7:00 am on 3/26/2019 for the term of 12 months and 60 days, and shall end at 7:00 am on 4/1/2020.
6. **RENT** During the Lease Term, TENANT shall pay to LANDLORD, without any notice or demand, Rent in the amount of SEVEN HUNDRED + FIFTY Dollars (\$ 750.00) per month on or before the first (1st) of each month, by check, money order, electronic transfer, or other traceable means (no cash please). In the event that the first day of the Lease Term is other than the first (1st) of the month, the first month's Rent shall be determined on a pro rata basis.
7. **SECURITY DEPOSIT** The TENANT shall pay a Security Deposit of \$ 250.00, on or before the first day of the Lease Term, to be held by the LANDLORD for as long as the TENANT occupies the Leased Property.
- The following conditions must ALL be met by Tenant, for the Tenant to be eligible to receive their entire Security Deposit back after surrendering possession of the Leased Property:
- A. The full term of the Lease Agreement must be satisfied.
 - B. Written notice of the TENANT'S intent to terminate this Lease Agreement must be provided to the LANDLORD at least thirty (30) days prior to vacating the Leased Property.
 - C. No damage has been done to the Leased Property beyond expected normal wear and tear.
 - D. The TENANT'S bedroom is left clean, without disturbing or littering any other areas of the Leased Property.
 - E. No holes, burns, or stains are found on the carpeting or flooring.
 - F. No unpaid Rents or damage charges are outstanding.
- The Landlord shall make a final walk-through of the Tenant's bedroom, with the Tenant present to witness, pointing out and itemizing in writing any damage found, and deemed by Landlord to be beyond normal wear and tear. Should such damage be found, Landlord will have a period of one week to calculate the costs of the repair, or to get estimates as the case may be, and to release the remainder of the Security Deposit back to the Tenant, while explaining the cost of the damages. If no damage is found by the Landlord during this final walk-through, Landlord shall provide Tenant with a check for the full amount of the Security Deposit, right then and there, without delay.
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- 25. **PERSONAL INTEREST DISCLOSURE** Tenant has been advised that Landlord is the OWNER of this property, and is also a LICENSED real estate professional in the State of Tennessee (license is currently in "retirement" status), acting on his own behalf and in his own best interests, to manage and rent this property. Landlord is NOT assuming any agency relationship with the Tenant.

THIS IS A LEGALLY BINDING CONTRACT. (Please seek legal counsel before signing, if you don't fully understand.)

TENANT HEREBY ACKNOWLEDGES THAT HE HAS READ AND UNDERSTANDS THIS "LEASE AGREEMENT". NO ORAL AGREEMENTS HAVE BEEN MADE WHICH CONFLICT WITH THE CONTENTS HEREIN. TENANT UNDERSTANDS THAT ALL PROVISIONS OF THIS LEASE AGREEMENT ARE MADE FOR THE PURPOSE OF PROTECTING THE LEASED PROPERTY AND PROVIDING FOR THE SAFETY AND WELL BEING OF ALL OCCUPANTS. BOTH LANDLORD AND TENANT, LEGALLY AGREE AND AFFIRM, BY SIGNING BELOW, THAT THEY WILL, IN ALL RESPECTS, COMPLY WITH THE TERMS AND PROVISIONS OF THIS LEASE AGREEMENT, HEREIN STATED.

Jeffrey R. Fenton
 LANDLORD

 LANDLORD SIGNATURE
3/26/2019 7:50 PM
 BINDING AGREEMENT DATE TIME

 MERRIMAN
 TENANT (Print Name)

 TENANT SIGNATURE
3/26/2019 7:57 PM CST
 BINDING AGREEMENT DATE TIME



MERRIMAN
VE
FRANKLIN, TN 37064

1338
87-0863/0640
10

3/26/19
DATE

PAY TO THE ORDER OF JEFF FENTON \$ 250.00
TWO HUNDRED FIFTY + NO / 100 DOLLARS

Pinnacle

615-744-3700 www.pnfp.com

FOR DEPOSIT FOR LEASE AT 1986 SUNNYSIDE DRIVE

[Signature] MP

⑆064008 [Redacted]

Harold Clarke



MERRIMAN
VE
FRANKLIN, TN 37064

1341
87-0863/0640
10

3/26/19
DATE

PAY TO THE ORDER OF JEFF FENTON \$ 300.00
THREE HUNDRED & NO / 100 DOLLARS

Pinnacle

615-744-3700 www.pnfp.com

FOR PARTIAL RENT

[Signature] MP

⑆064008 [Redacted]

Harold Clarke



MERRIMAN
VE
FRANKLIN, TN 37064

1343
87-0863/0640
10

4/1/19
DATE

PAY TO THE ORDER OF JEFF FENTON \$ 450.00
FOUR HUNDRED FIFTY & NO / 100 DOLLARS

Pinnacle

615-744-3700 www.pnfp.com

FOR APRIL RENT BALANCE

[Signature] MP

⑆064008 [Redacted]

Harold Clarke



Check Details

Account: 360 Savings ...5604
 Available Amount: \$250.00
 Check Amount: \$250.00
 Deposit Date: Tuesday, March 26, 2019



MERRIMAN
 FRANKLIN, TN 37064

1338
 87-0863 06-40
 10

3/26/19
 DATE

PAY TO THE ORDER OF JEFF FENTON \$ 250.00
TWO HUNDRED FIFTY + NO / 100 DOLLARS

Pinnacle
 615-744-3700 www.pnp.com
 DEPOSIT FOR LEASE AT
 FOR 1936 SUNNYSIDE DRIVE
 1064008

[Handwritten Signature]

7912<
 CAPITAL ONE, NA
 0010303534 03272019
 RICHMOND, VA 004 21
 360 RDC Deposit 604



Check Details

Account: 360 Checking ...5855
 Available Amount: \$300.00
 Check Amount: \$300.00
 Deposit Date: Tuesday, March 26, 2019

MERRIMAN
 FRANKLIN, TN 37064

1341
 87-08630680
 10

DATE 3/26/19

PAY TO THE ORDER OF JEFF FENTON \$ 300.00
THREE HUNDRED & NO/100 DOLLARS

Pinnacle
 815-744-3700 www.prip.com

FOR PARTIAL RENT

⑆064008

⑆7912<
 CAPITAL ONE, NA
 0010304502 03272019
 RICHMOND, VA 004 21
 360 RDC Deposit 855



Check Details

Account: 360 Checking ...5855
 Available Amount: \$450.00
 Check Amount: \$450.00
 Deposit Date: Monday, April 1, 2019



MERRIMAN
 VE
 FRANKLIN, TN 37064

1343
 87-0863,0640
 10

4/1/19 DATE

PAY TO THE ORDER OF: JEFF FENTON \$1450⁰⁰
FOUR HUNDRED FIFTY & NO/100 DOLLARS

Pinnacle
 615-744-3700 www.pnfp.com

FOR: APRIL RENT BALANCE

[Handwritten Signature]

⑆064008 [REDACTED]

> [REDACTED] 7912 <
 CAPITAL ONE, NA
 0056236578 04012019
 RICHMOND, VA 353 21
 360 RDC Deposit [REDACTED] 855

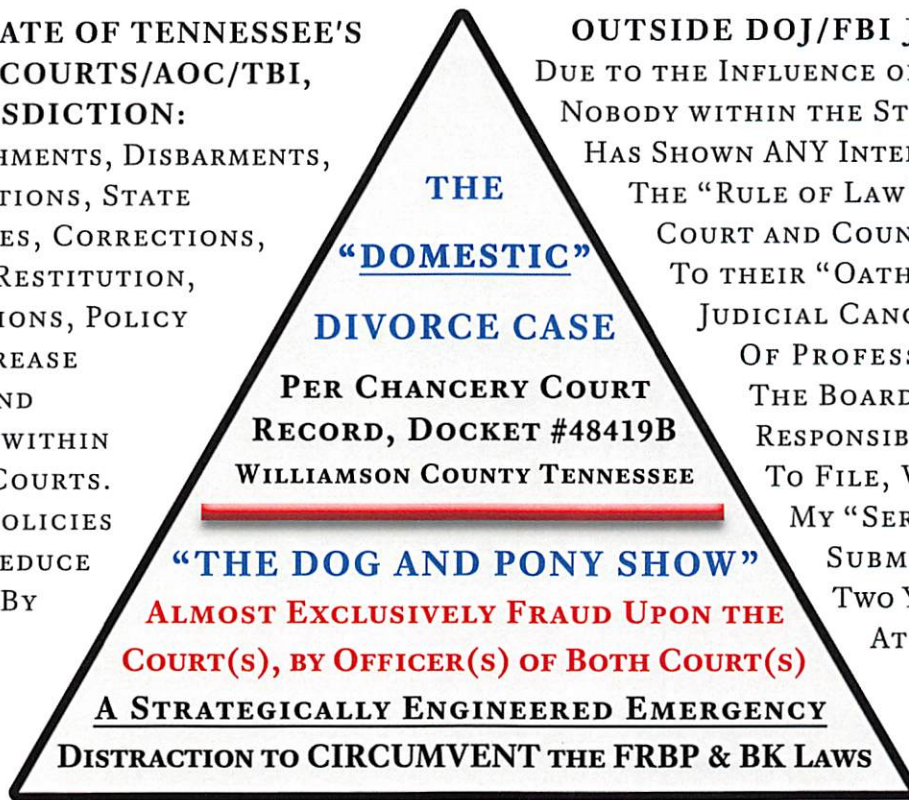
[Handwritten Signature]

**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.

5

CLOSED, CONVERTED, MEANSYES, DISCH(D)

U.S. Bankruptcy Court
MIDDLE DISTRICT OF TENNESSEE (Nashville)
Bankruptcy Petition #: 3:19-bk-02693

APPENDIX
10-1

Assigned to: Charles M Walker
Chapter 7
Previous chapter 13
Original chapter 13
Voluntary
Asset

Date filed: 04/26/2019
Date converted: 12/06/2019
Date terminated: 03/01/2021
Debtor discharged: 04/15/2020
341 meeting: 01/06/2020
Deadline for objecting to discharge: 03/06/2020
Deadline for financial mgmt. course: 07/26/2019

Debtor disposition: Standard Discharge

Debtor

Fawn [REDACTED] Fenton
[REDACTED]
Brentwood, TN 37027
DAVIDSON-TN
SSN / ITIN: xxx-xx-20 [REDACTED]
[REDACTED]
[REDACTED]

represented by **MARY ELIZABETH AUSBROOKS**
ROTHSCHILD & AUSBROOKS
1222 16TH AVE SO
STE 12
NASHVILLE, TN 37212-2926
615-242-3996
Email: marybeth@rothschildbklaw.com

MARY ELIZABETH AUSBROOKS
(See above for address)

Alexander S. Koval
Rothschild & Ausbrooks, PLLC
1222 16th Ave. S.
Suite 12
Nashville, TN 37212
615 242 3996
Fax : 615 242 2003
TERMINATED: 10/04/2019

Trustee

HENRY EDWARD HILDEBRAND, III
OFFICE OF THE CHAPTER 13 TRUSTEE
PO BOX 340019
NASHVILLE, TN 37203-0019
615 244-1101
TERMINATED: 12/06/2019

Trustee

JOHN C. MCLEMORE
LAW OFFICE OF JOHN C. McLEMORE, PLLC
2000 RICHARD JONES RD., STE. 250
NASHVILLE, TN 37215
615 383-9495

represented by **JOHN C. MCLEMORE**
LAW OFFICE OF JOHN C.
McLEMORE, PLLC
2000 RICHARD JONES RD., STE.
250
NASHVILLE, TN 37215
615 383-9495

Fax : 615 292-9848

Email: gmyecfkr@gmylaw.com**U.S. Trustee****US TRUSTEE****OFFICE OF THE UNITED STATES TRUSTEE**

701 BROADWAY STE 318

NASHVILLE, TN 37203-3966

615 736-2254

Filing Date	#	Docket Text
04/26/2019	<u>1</u> (50 pgs)	Chapter 13 Voluntary Petition Individual. Fee Amount is \$310.00. Separately and Contemporaneously, an Application to Pay This Filing Fee in Installments or an Application to Waive Filing Fees is being filed. (AUSBROOKS, MARY) (Entered: 04/26/2019)
04/26/2019	<u>2</u> (5 pgs)	Chapter 13 Plan , and Request for Valuation of Security, and Request for Assumption of Executory Contracts and Unexpired Leases. Filed on the behalf of: Debtor Fawn [REDACTED] Fenton. (AUSBROOKS, MARY) (Entered: 04/26/2019)
04/26/2019	<u>4</u> (2 pgs)	Application to Pay Filing Fee in Installments Filed on the behalf of: Debtor Fawn [REDACTED] Fenton. (AUSBROOKS, MARY) (Entered: 04/26/2019)
04/26/2019	<u>5</u> (4 pgs)	Chapter 13 Statement of Current Monthly Income and Calculation of Commitment Period for 5 Years Form 122C-1. Disposable Income Is Determined Filed on the behalf of: Debtor Fawn [REDACTED] Fenton. (AUSBROOKS, MARY) (Entered: 04/26/2019)
04/26/2019	<u>6</u> (8 pgs)	Chapter 13 Calculation of Disposable Income Form 122C-2 Filed on the behalf of: Debtor Fawn [REDACTED] Fenton. (AUSBROOKS, MARY) (Entered: 04/26/2019)
04/26/2019	<u>7</u> (1 pg)	Certificate of Credit Briefing for Debtor Filed on the behalf of: Debtor Fawn [REDACTED] Fenton. (AUSBROOKS, MARY) (Entered: 04/26/2019)
04/26/2019	<u>8</u> (7 pgs; 2 docs)	Certificate of Service mailed on 4/26/2019 on Chapter 13 Plan. (Attachments: # <u>1</u> Chapter 13 Plan) Filed on the behalf of: Debtor Fawn [REDACTED] Fenton (RE: related document(s) <u>2</u>). (AUSBROOKS, MARY) (Entered: 04/26/2019)
04/26/2019	<u>9</u> (1 pg)	Order Granting Application to Pay Filing Fees in Installments. Filing fee requested to pay in installments is \$310.00 (RE: Ref Doc #4), BY THE COURT: Judge Charles M. Walker (slw) (Entered: 04/26/2019)

04/29/2019	<u>12</u> (2 pgs)	Meeting of Creditors Notice. . Meeting of Creditors to be held on 6/11/2019 at 11:00 AM at Customs House, 701 Broadway, Room 100, Nashville, TN 37203. Deadline to file Proof of Claim is 7/5/2019. Deadline to file Government Proof of Claim is 10/23/2019. Written objections to confirmation must be filed by 6/6/2019. Last day to Object to Confirmation 6/11/2019. Last day to File Complaint to Determine Dischargeability of Certain Debts is 8/12/2019. Confirmation hearing to be held on 7/15/2019 at 08:30 AM at Courtroom 1, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203. (HILDEBRAND, HENRY) (Entered: 04/29/2019)
04/29/2019	<u>10</u> (1 pg)	Submitted Order for Entry - Direct Pay Order (HILDEBRAND, HENRY) (Entered: 04/29/2019)
04/30/2019	<u>11</u> (1 pg)	Order for Direct Pay Re: First Debtor Signed on 4/30/2019. (slw) (Entered: 04/30/2019)
05/01/2019	<u>13</u> (2 pgs)	Notice of Appearance and Request for Service pursuant to Rule 2002 Filed on the behalf of: Creditor BANK OF AMERICA, N.A.. (BROWN, NATALIE) (Entered: 05/01/2019)
05/02/2019	<u>14</u> (3 pgs)	BNC Certificate of Notice. (RE: related document(s) <u>12</u> Meeting of Creditors Chapter 13) Notice Date 05/02/2019. (Admin.) (Entered: 05/03/2019)
05/02/2019	<u>15</u> (6 pgs)	BNC Certificate of Notice. (RE: related document(s) <u>2</u> Chapter 13 Plan) Notice Date 05/02/2019. (Admin.) (Entered: 05/03/2019)
05/02/2019	<u>16</u> (2 pgs)	BNC Certificate of Notice. (RE: related document(s) <u>11</u> Order for Direct Pay - BK Order) Notice Date 05/02/2019. (Admin.) (Entered: 05/03/2019)
05/10/2019	<u>17</u> (20 pgs; 3 docs)	Objection and Notice of: Objection to Claim 1 by Claimant The Internal Revenue Service in the amount of \$15,910.36. . Filed By: MARY ELIZABETH AUSBROOKS on behalf of Fawn ██████████ Fenton. If timely response hearing will be held on 6/19/2019 at 08:30 AM at Courtroom 1, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203. Responses due by 6/9/2019. (Attachments: # <u>1</u> Proposed Order # <u>2</u> Exhibit)(AUSBROOKS, MARY) (Entered: 05/10/2019)
05/23/2019	<u>18</u> (3 pgs)	Objection to Confirmation of Plan . Filed By: NATALIE BROWN on behalf of BANK OF AMERICA, N.A.. The Hearing date is set for 7/15/2019 at 08:30 AM at Courtroom 1, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203. (BROWN, NATALIE) (Entered: 05/23/2019)
06/04/2019	<u>19</u> (3 pgs)	Objection to Confirmation of Plan . The Hearing date is set for 7/15/2019 at 08:30 AM at Courtroom 1, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203. Certificate of

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

6

Jeff Fenton

From: Fawn Fenton
Sent: Thursday, August 30, 2018 5:49 PM
To: Jeff Fenton; Fawn Fenton
Cc: Sandy Arons
Subject: RE: Offer to settle

Ken says he is willing to keep paying for you to be on our plan for 1 year, maybe through the end of 2019, "as long as you don't cause more problems", heh.
Beyond that, we'll have to see where things stand with you, and with my company.
(Our office lease is up in March 2020, and Ken really wants to retire, and so there's no telling what my job will be after that.)

From: Jeff Fenton
Sent: Thursday, August 30, 2018 2:18 PM
To: Fawn Fenton
Cc: Sandy Arons <sandyarons@getasmartdivorce.com>
Subject: RE: Offer to settle

As I re-read this, there is one other substantial concern that I need to address, and that is health insurance. Without health insurance, the price of my meds alone would break me each month (just like your xyrem)!

Would Ken be willing to keep me on your health plan for ONE YEAR, until I can complete my job training and can acquire a job that offers health benefits? Without this, even Cobra I would have no way to pay for, if I don't have a job. I also should maintain my counseling throughout, but that goes back to my questions about the transitional period.

Debtor 1 **Fawn [REDACTED] 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 <i>Schedule J</i> . 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 <i>Schedule J</i> . 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 <i>Summary of Schedules</i> and <i>Statistical Summary of Certain Liabilities and Related Data</i> , 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: Employer Retiring - Closing their Firm - Known Over a Year in Advance		



Adkisson & Associates Architects, Inc.

FILED
WILLIAMSON COUNTY
CLERK & MASTER

2019 AUG 15 AM 10:44

FILED FOR ENTRY _____

August 14, 2019

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

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

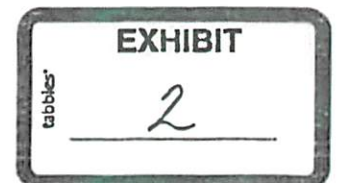
I want to give everyone ample time to secure other employment. I will continue to pay your salary and benefits up through November 15, 2019 so long as you are working full time at the Firm. If you secure new employment prior to November 15, 2019, I will provide you with two (2) weeks severance pay from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

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

With many thanks,

Kenneth C. Akdisson
President

118



Jeff Fenton

From: Fawn Fenton
Sent: Tuesday, October 9, 2018 12:21 PM
To: Jeff Fenton
Subject: RE: Reply to your email (Missed This!)

At this point, to be honest, I do not really even want to keep the Sunnyside house. If the house is not sold, then I will be stuck paying for the very-expensive bills that come with the house, AND I will still have a ton of credit card debt from this divorce. I am emotionally burnt out, and Ken is making zero steps towards any transition plan for the company, so in a year or two I'd really like to take a less stressful job. I need life to be simpler to help me recover emotionally and financially after all of this upheaval. But I will be trapped as long as I'm saddled with the house + alimony + credit card debt. I don't know if I can realistically handle the stress level of being forced to make a high salary only to give it all away every month for many years into the future.

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

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

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

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

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

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

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

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

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

I PRAY FOR JUSTICE!

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

The public welfare requiring it!

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

In re:	§	Case No. 3:19-BK-02693
	§	
FAWN TIFFANY FENTON	§	
	§	
Debtor(s)	§	

**CHAPTER 7 TRUSTEE’S FINAL ACCOUNT AND DISTRIBUTION REPORT
CERTIFICATION THAT THE ESTATE HAS BEEN FULLY ADMINISTERED
AND APPLICATION TO BE DISCHARGED (TDR)**

John C. McLemore, chapter 7 trustee, submits this Final Account, Certification that the Estate has been Fully Administered and Application to be Discharged.

1) All funds on hand have been distributed in accordance with the Trustee’s Final Report and, if applicable, any order of the Court modifying the Final Report. The case is fully administered and all assets and funds which have come under the trustee’s control in this case have been properly accounted for as provided by law. The trustee hereby requests to be discharged from further duties as a trustee.

2) A summary of assets abandoned, assets exempt, total distributions to claimants, claims discharged without payment, and expenses of administration is provided below:

Assets Abandoned: <i>(without deducting any secured claims)</i>	\$1,250.00	Assets Exempt:	\$11,000.00
Total Distributions to Claimants:	\$3,028.98	Claims Discharged Without Payment:	\$55,593.59
Total Expenses of Administration:	\$1,371.02	ATTORNEY STORY: —	<u>\$11,514.50</u>
		(SEE PAGE-4)	\$44,079.09

3) Total gross receipts of \$4,400.00 (see **Exhibit 1**), minus funds paid to the debtor(s) and third parties of \$0.00 (see **Exhibit 2**), yielded net receipts of \$4,400.00 from the liquidation of the property of the estate, which was distributed as follows:

	CLAIMS SCHEDULED	CLAIMS ASSERTED	CLAIMS ALLOWED	CLAIMS PAID
Secured Claims (from Exhibit 3)	\$11,672.82	\$308,190.92	\$0.00	\$0.00
Priority Claims:				
Chapter 7 Admin. Fees and Charges (from Exhibit 4)	NA	\$1,371.02	\$1,371.02	\$1,371.02
Prior Chapter Admin. Fees and Charges (from Exhibit 5)	NA	\$0.00	\$0.00	\$0.00
Priority Unsecured Claims (From Exhibit 6)	\$0.00	\$0.00	\$0.00	\$0.00
General Unsecured Claims (from Exhibit 7)	\$59,845.46	\$37,324.85	\$35,314.85	\$3,028.98
Total Disbursements	\$71,518.28	\$346,886.79	\$36,685.87	\$4,400.00

4). This case was originally filed under chapter 0 on 04/26/2019. The case was converted to one under Chapter 7 on 12/06/2019. The case was pending for 13 months.

5). All estate bank statements, deposit slips, and canceled checks have been submitted to the United States Trustee.

6). An individual estate property record and report showing the final accounting of the assets of the estate is attached as **Exhibit 8**. The cash receipts and disbursements records for each estate bank account, showing the final accounting of the receipts and disbursements of estate funds is attached as **Exhibit 9**.

Pursuant to Fed R Bank P 5009, I hereby certify, under penalty of perjury, that the foregoing report is true and correct.

Dated: 01/09/2021

By: /s/ John C. McLemore
Trustee

STATEMENT: This Uniform Form is associated with an open bankruptcy case, therefore, Paperwork Reduction Act exemption 5 C.F.R. § 1320.4(a)(2) applies.

**EXHIBITS TO
FINAL ACCOUNT**

EXHIBIT 1 – GROSS RECEIPTS

DESCRIPTION	UNIFORM TRAN. CODE	AMOUNT RECEIVED
2017 Toyota Prius Mileage: 30,000 Other Information: VIN: JTDKBRFU2H3033495	1129-000	\$4,400.00
TOTAL GROSS RECEIPTS		\$4,400.00

The Uniform Transaction Code is an accounting code assigned by the trustee for statistical reporting purposes.

EXHIBIT 2 – FUNDS PAID TO DEBTOR & THIRD PARTIES

NONE

EXHIBIT 3 – SECURED CLAIMS

NONE

CLAIM NUMBER	CLAIMANT	UNIFORM TRAN. CODE	CLAIMS SCHEDULED	CLAIMS ASSERTED	CLAIMS ALLOWED	CLAIMS PAID
6	BancorpSouth Bank	4110-000	\$0.00	\$54,863.54	\$0.00	\$0.00
7	Toyota Motor Credit Corporation	4210-000	\$11,672.82	\$12,600.00	\$0.00	\$0.00
8	Specialized Loan Servicing LLC	4110-000	\$0.00	\$240,727.38	\$0.00	\$0.00
TOTAL SECURED CLAIMS			\$11,672.82	\$308,190.92	\$0.00	\$0.00

EXHIBIT 4 – CHAPTER 7 ADMINISTRATIVE FEES and CHARGES

PAYEE	UNIFORM TRAN. CODE	CLAIMS SCHEDULED	CLAIMS ASSERTED	CLAIMS ALLOWED	CLAIMS PAID
John C. McLemore, Trustee	2100-000	NA	\$1,100.00	\$1,100.00	\$1,100.00
John C. McLemore, Trustee	2200-000	NA	\$83.69	\$83.69	\$83.69
Pinnacle Bank	2600-000	NA	\$6.33	\$6.33	\$6.33
U.S. Bankruptcy Court Clerk	2700-000	NA	\$181.00	\$181.00	\$181.00
TOTAL CHAPTER 7 ADMIN. FEES AND CHARGES			NA	\$1,371.02	\$1,371.02

EXHIBIT 5 – PRIOR CHAPTER ADMINISTRATIVE FEES and CHARGES

NONE

EXHIBIT 6 – PRIORITY UNSECURED CLAIMS

CLAIM	CLAIMANT	UNIFORM	CLAIMS	CLAIMS	CLAIMS	CLAIMS
-------	----------	---------	--------	--------	--------	--------

NUMBER	TRAN. CODE	SCHEDULED	ASSERTED	ALLOWED	PAID	
1	IRS Insolvency	5800-000	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL PRIORITY UNSECURED CLAIMS			\$0.00	\$0.00	\$0.00	\$0.00

EXHIBIT 7 – GENERAL UNSECURED CLAIMS

CLAIM NUMBER	CLAIMANT	UNIFORM TRAN. CODE	CLAIMS SCHEDULED	CLAIMS ASSERTED	CLAIMS ALLOWED	CLAIMS PAID
2	Ascend Federal Credit Union	7100-000	\$12,900.65	\$12,900.65	\$12,900.65	\$1,106.50
3	Ascend Federal Credit Union	7100-000	\$4,212.89	\$5,000.00	\$2,990.00	\$256.45
4	American Express National Bank	7100-000	\$9,518.02	\$9,518.02	\$9,518.02	\$816.37
5	Capital One Bank (USA), N.A.	7100-000	\$9,906.18	\$9,906.18	\$9,906.18	\$849.66
	BanCorp South	7100-000	\$0.00	\$0.00	\$0.00	\$0.00
	Bank of America	7100-000	\$11,793.22	\$0.00	\$0.00	\$0.00
	Chase Card	7100-000	\$0.00	\$0.00	\$0.00	\$0.00
	Specialized Loan Servicing, LLC	7100-000	\$0.00	\$0.00	\$0.00	\$0.00
	Virginia Lee Story	7100-000	\$11,514.50	\$0.00	\$0.00	\$0.00
TOTAL GENERAL UNSECURED CLAIMS			\$59,845.46	\$37,324.85	\$35,314.85	\$3,028.98

FORM 1
 INDIVIDUAL ESTATE PROPERTY RECORD AND REPORT
 ASSET CASES

Page No: 1

Exhibit 8

Case No.: 19-02693-CW3-7
 Case Name: FENTON, FAWN TIFFANY
 For the Period Ending: 1/9/2021

Trustee Name: John C. McLemore
 Date Filed (f) or Converted (c): 12/06/2019 (c)
 §341(a) Meeting Date: 01/06/2020
 Claims Bar Date: 05/04/2020

1	2	3	4	5	6
Asset Description (Scheduled and Unscheduled (u) Property)	Petition/ Unscheduled Value	Estimated Net Value (Value Determined by Trustee, Less Liens, Exemptions, and Other Costs)	Property Abandoned OA = § 554(a) abandon.	Sales/Funds Received by the Estate	Asset Fully Administered (FA)/ Gross Value of Remaining Assets
Ref. #					
1	2017 Toyota Prius Mileage: 30,000 Other Information: VIN: JTDKBRFU2H3033495	\$14,500.00	\$6,188.16	\$4,400.00	FA
2	Sofa, Rugs, End Table, Coffee Table, Bedroom Suite, Bookshelves, Gun Safe, Table & Chairs, Toaster, Pots & Pans, Misc. Household items	\$1,420.00	\$0.00	\$0.00	FA
3	TV, Tablet	\$575.00	\$0.00	\$0.00	FA
4	Breyer Horses	\$450.00	\$0.00	\$0.00	FA
5	AR15, FN-FAL, Glock 23, Rugger SP101	\$2,750.00	\$50.00	\$0.00	FA
6	Clothing/Shoes/Purse	\$500.00	\$0.00	\$0.00	FA
7	Wedding Ring \$1500 and Costume jewelry	\$1,200.00	\$300.00	\$0.00	FA
Asset Notes: Jeweler said worth \$300. Burdensome Asset.					
8	Dog, 2 Bunnies, Fish	\$0.00	\$0.00	\$0.00	FA
9	Items in storage Books, Luggage, Pet Supplies, Christmas Decorations	\$435.00	\$0.00	\$0.00	FA
10	2 Aquarium located at 102 Plum Nelly Circle	\$425.00	\$0.00	\$0.00	FA
11	Cash	\$200.00	\$0.00	\$0.00	FA
12	Checking First Farmers & Merchants	\$1,349.36	\$0.00	\$0.00	FA
13	Checking Ascend Federal CU	\$0.00	\$0.00	\$0.00	FA
14	Savings First Farmers & Merchants	\$1,350.65	\$0.00	\$0.00	FA
15	Savings Ascend Federal CU	\$272.60	\$0.00	\$0.00	FA
16	Checking MIT FCU (u)	\$255.00	\$0.00	\$0.00	FA
17	Savings MIT FCU (u)	\$200.55	\$0.00	\$0.00	FA
18	Cellphone, Laptop (u)	\$550.00	\$0.00	\$0.00	FA

TOTALS (Excluding unknown value)

\$26,433.16

\$6,538.16

\$4,400.00

Gross Value of Remaining Assets

\$0.00

FORM 1
 INDIVIDUAL ESTATE PROPERTY RECORD AND REPORT
 ASSET CASES

Case No.: 19-02693-CW3-7
 Case Name: FENTON, FAWN TIFFANY
 For the Period Ending: 1/9/2021

Trustee Name: John C. McLemore
 Date Filed (f) or Converted (c): 12/06/2019 (c)
 §341(a) Meeting Date: 01/06/2020
 Claims Bar Date: 05/04/2020

1	2	3	4	5	6
Asset Description (Scheduled and Unscheduled (u) Property)	Petition/ Unscheduled Value	Estimated Net Value (Value Determined by Trustee, Less Liens, Exemptions, and Other Costs)	Property Abandoned OA = \$ 554(a) abandon.	Sales/Funds Received by the Estate	Asset Fully Administered (FA)/ Gross Value of Remaining Assets
07/07/2020	PC with Virginia Story 615-790-1778 who represents the Debtor in her Williamson County Divorce (Judge Binkley)				
07/02/2020	PC from Jeff Fenton?? Debtor's former husband talked with him for more than 30 minutes.				
05/27/2020	Filed Mt to Allow/Disallow Claims.				
05/13/2020	Email to Jodie Thresher re: claims.				
04/15/2020	Fawn Fenton picked up her ring.				
04/01/2020	Email to Jody Thresher and Mary Beth Ausbrooks about Debtor's ring				
03/19/2020	Filed Report of Sale.				
03/19/2020	Jeweler said diamond ring and wedding band was worth \$300. Burdensome asset. Will return ring to Debtor.				
02/19/2020	Gave diamond ring and wedding band to Bobby Colson who will get a valuation.				
02/10/2020	Filed Mt to Sell Equity in Vehicle to Debtor for \$4,400.				
02/03/2020	Claims bar 5/4/2020.				
01/30/2020	Debtor wants to buy equity in vehicle				
01/30/2020	Email to Jodie Thresher about wedding ring.				
01/28/2020	Calculation of value of equity in 2017 Toyota Prius				
01/20/2020	PC with Paul Spina counsel for Toyota Motor Credit.				
01/08/2020	Email from Jodie Thresher, Debtor's attorney - Just wanted to give you a heads up that we will be filing an Amended Schedule A/B and C on this case.				
01/07/2020	Email to Mary Beth - John told Ms. Fenton yesterday that he would like an independent valuation of her 2017 Toyota Prius. See attached instructions to forward to your client.				

Initial Projected Date Of Final Report (TFR):

Current Projected Date Of Final Report (TFR):

/s/ JOHN C. MCLEMORE

JOHN C. MCLEMORE

FORM 2

CASH RECEIPTS AND DISBURSEMENTS RECORD

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

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

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

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

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

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

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

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

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

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

FORM 2

CASH RECEIPTS AND DISBURSEMENTS RECORD

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

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

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

TOTAL - ALL ACCOUNTS

NET DEPOSITS

NET DISBURSE

ACCOUNT BALANCES

\$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

Jeff Fenton

From: Seliber, Megan (USTP) <Megan.Seliber@usdoj.gov>
Sent: Tuesday, March 15, 2022 6:08 PM
To: Jeff Fenton
Subject: Fenton 19-02693: sale motion complaint
Attachments: fenton 319-02693 deed.pdf

Mr. Fenton,

I further investigated your complaint that you were not given notice of the motion to sell 1986 Sunnyside Drive as a co-owner in bankruptcy court. I confirmed that you did not receive notice. Because Judge Binkley gave your ex-wife the power to close the sale in family court, it does not appear that any objection in bankruptcy court would have been availing even if you had been given notice. For your records, I've attached the warranty deed and the family court order that was recorded.

Although you are welcome to seek bankruptcy counsel to investigate the matter further, I believe that because the family court had dual jurisdiction over the property, you will need to seek any further remedy in state court. As the property has already been sold to a third-party purchaser, it is also unclear if any remedies would be available.

This concludes my investigation into your complaint.

Best,



Megan Seliber
Trial Attorney, Office of the United States Trustee
318 Customs House, 701 Broadway
Nashville, TN 37203
(615) 695-4060

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



TECHNICAL RECORD

Vol 1
Appendix
13-1

TR-5
TE-1

NO. 48419B
COA NO. M2019-02059-COA-R3-CV



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

IN THE CASE OF
FAWN [REDACTED] FENTON
VS.
JEFFREY RYAN FENTON

TO THE
APPEALS COURT
NASHVILLE TENNESSEE

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

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

FILED 31ST DAY OF MARCH 2020.

CHANCERY COURT
NO. 48419B

Sara B. McKinney
CLERK
DEP. CLERK

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

FAWN [REDACTED] FENTON v. JEFFREY RYAN FENTON

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

CERTIFICATE OF APPELLATE RECORD

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

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

1 Volume - Hearing Date August 1, 2019

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

This the 31st day of March, 2020.



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

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

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

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

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number _____

Check if this is an amended filing

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

12/15

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 _____

Who has an interest in the property? Check one

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

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

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

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

Tenants by the Entireties

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

Check if this is community property (see instructions)

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

Separated Spouse is on Deed only

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** **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: _____ 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	<u>\$800.00</u>	<input checked="" type="checkbox"/> <u>\$800.00</u> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103
Savings: Ascend Federal CU Line from Schedule A/B: 17.4	<u>\$150.00</u>	<input checked="" type="checkbox"/> <u>\$150.00</u> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Tenn. Code Ann. § 26-2-103
Federal: 2017 Tax Refund Line from Schedule A/B: 28.1	<u>\$1,533.50</u>	<input checked="" type="checkbox"/> <u>\$525.00</u> <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** **Fenton**
First Name Middle Name Last Name

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

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number
(if known)

Check if this is an amended filing

Official Form 106D

Schedule D: Creditors Who Have Claims Secured by Property

12/15

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

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

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

Part 1: List All Secured Claims

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

Column A	Column B	Column C
Amount of claim Do not deduct the value of collateral.	Value of collateral that supports this claim	Unsecured portion If any
\$53,967.42	\$425,000.00	\$0.00

2.1 BanCorp South
Creditor's Name

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

Number, Street, City, State & Zip Code

Describe the property that secures the claim:

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

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

- Contingent
- Unliquidated
- Disputed

Nature of lien. Check all that apply.

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

Home Equity L

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. <small>Creditor's Name</small> Attn Officer Manager or Agent 5005 N River Blvd. NE Cedar Rapids, IA 52411-6634 <small>Number, Street, City, State & Zip Code</small>	Describe the property that secures the claim: 2017 Toyota Prius 23,000 miles VIN: [REDACTED] <small>As of the date you file, the claim is: Check all that apply.</small> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed	\$12,600.00	\$16,375.00	\$0.00
------------	---	---	--------------------	--------------------	---------------

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

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

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. Write that number here: **\$306,750.19**

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

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

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

1. Do any creditors have priority unsecured claims against you?

- No. Go to Part 2.
- Yes.

2. List all of your priority unsecured claims. If a creditor has more than one priority unsecured claim, list the creditor separately for each claim. For each claim listed, identify what type of claim it is. If a claim has both priority and nonpriority amounts, list that claim here and show both priority and nonpriority amounts. As much as possible, list the claims in alphabetical order according to the creditor's name. If you have more than two priority unsecured claims, fill out the Continuation Page of Part 1. If more than one creditor holds a particular claim, list the other creditors in Part 3.

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

		Total claim	Priority amount	Nonpriority amount	
2.1	IRS Insolvency Priority Creditor's Name Attn: Officer Manager or Agent PO Box 7346 Philadelphia, PA 19101-7346 Number Street City State Zip Code	Last 4 digits of account number _____	\$0.00	\$0.00	\$0.00
	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	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 _____	Notice		

Part 2: List All of Your NONPRIORITY Unsecured Claims

3. Do any creditors have nonpriority unsecured claims against you?

- No. You have nothing to report in this part. Submit this form to the court with your other schedules.
- Yes.

4. List all of your nonpriority unsecured claims in the alphabetical order of the creditor who holds each claim. If a creditor has more than one nonpriority unsecured claim, list the creditor separately for each claim. For each claim listed, identify what type of claim it is. Do not list claims already included in Part 1. If more than one creditor holds a particular claim, list the other creditors in Part 3. If you have more than three nonpriority unsecured claims fill out the Continuation Page of Part 2.

Total claim

Debtor 1 **Fawn ██████ Fenton** Case number (if known) _____

4.1 American Express Last 4 digits of account number _____ **\$9,518.02**
 Nonpriority Creditor's Name
Attn: Officer Manager or Agent When was the debt incurred? _____
PO Box 981537
EI Paso, TX 79998
 Number Street City State Zip Code
 Who incurred the debt? Check one.
 Debtor 1 only Contingent
 Debtor 2 only Unliquidated
 Debtor 1 and Debtor 2 only Disputed
 At least one of the debtors and another
 Check if this claim is for a community debt
 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
 Is the claim subject to offset?
 No
 Yes

4.2 Ascend Federal Credit Union Last 4 digits of account number _____ **\$17,811.23**
 Nonpriority Creditor's Name
Attn: Officer Manager or Agent When was the debt incurred? _____
PO Box 1210
Tullahoma, TN 37388
 Number Street City State Zip Code
 Who incurred the debt? Check one.
 Debtor 1 only Contingent
 Debtor 2 only Unliquidated
 Debtor 1 and Debtor 2 only Disputed
 At least one of the debtors and another
 Check if this claim is for a community debt
 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
 Is the claim subject to offset?
 No
 Yes

4.3 Bank of America Last 4 digits of account number _____ **\$11,793.22**
 Nonpriority Creditor's Name
Attn: Officer Manager or Agent When was the debt incurred? _____
PO Box 982238
EI Paso, TX 79998
 Number Street City State Zip Code
 Who incurred the debt? Check one.
 Debtor 1 only Contingent
 Debtor 2 only Unliquidated
 Debtor 1 and Debtor 2 only Disputed
 At least one of the debtors and another
 Check if this claim is for a community debt
 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
 Is the claim subject to offset?
 No
 Yes

Debtor 1 **Fawn ██████ Fenton** Case number (if known) _____

4.4 Capital One Bank USA NA Last 4 digits of account number _____ **\$9,818.83**
 Nonpriority Creditor's Name
Attn: Officer Manager or Agent When was the debt incurred? _____
PO Box 30281
Salt Lake City, UT 84130-0281
 Number Street City State Zip Code
Who incurred the debt? Check one.
 Debtor 1 only Contingent
 Debtor 2 only Unliquidated
 Debtor 1 and Debtor 2 only Disputed
 At least one of the debtors and another
 Check if this claim is for a community debt
Is the claim subject to offset?
 No Yes
 Yes
As of the date you file, the claim is: Check all that apply
 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 **Flexible Spending Account**

4.5 Chase Card Last 4 digits of account number _____ **\$0.00**
 Nonpriority Creditor's Name
Attn: Officer Manager or Agent When was the debt incurred? _____
PO Box 15298
Wilmington, DE 19850
 Number Street City State Zip Code
Who incurred the debt? Check one.
 Debtor 1 only Contingent
 Debtor 2 only Unliquidated
 Debtor 1 and Debtor 2 only Disputed
 At least one of the debtors and another
 Check if this claim is for a community debt
Is the claim subject to offset?
 No Yes
 Yes
As of the date you file, the claim is: Check all that apply
 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 **Notice**

Part 3: List Others to Be Notified About a Debt That You Already Listed

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

Name and Address: **IRS Insolvency**
801 Broadway Room 285
MDP 146
Nashville, TN 37203
 On which entry in Part 1 or Part 2 did you list the original creditor?
 Line **2.1** of (Check one): Part 1: Creditors with Priority Unsecured Claims
 Part 2: Creditors with Nonpriority Unsecured Claims
 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 **2.1** of (Check one): Part 1: Creditors with Priority Unsecured Claims
 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.

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

Debtor 1 **Fawn** ██████████ **Fenton** Case number (if known) _____

claims from Part 1	6b. Taxes and certain other debts you owe the government 6c. Claims for death or personal injury while you were intoxicated 6d. Other. Add all other priority unsecured claims. Write that amount here.	6b. \$ <u>0.00</u> 6c. \$ <u>0.00</u> 6d. \$ <u>0.00</u>
	6e. Total Priority. Add lines 6a through 6d.	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. \$ <u>0.00</u> 6g. \$ <u>0.00</u> 6h. \$ <u>0.00</u> 6i. \$ <u>48,941.30</u> 6j. \$ 48,941.30

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 106G

Schedule G: Executory Contracts and Unexpired Leases

12/15

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

1. Do you have any executory contracts or unexpired leases?
 No. Check this box and file this form with the court with your other schedules. You have nothing else to report on this form.
 Yes. Fill in all of the information below even if the contacts of leases are listed on *Schedule A/B:Property* (Official Form 106 A/B).
2. List separately each person or company with whom you have the contract or lease. Then state what each contract or lease is for (for example, rent, vehicle lease, cell phone). See the instructions for this form in the instruction booklet for more examples of executory contracts and unexpired leases.

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

State what the contract or lease is for

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

City State ZIP Code

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

3.2 _____
Name

Number Street

City State ZIP Code

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

Fill in this information to identify your case:

Debtor 1 Fawn [REDACTED] 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

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

Part 2: Give Details About Monthly Income

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

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

	<u>For Debtor 1</u>	<u>For Debtor 2 or non-filing spouse</u>
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	\$ 7,500.00	\$ N/A	4.					
5. List all payroll deductions:								
5a. Tax, Medicare, and Social Security deductions	\$ 1,654.96	\$ N/A	5a.					
5b. Mandatory contributions for retirement plans	\$ 0.00	\$ N/A	5b.					
5c. Voluntary contributions for retirement plans	\$ 0.00	\$ N/A	5c.					
5d. Required repayments of retirement fund loans	\$ 0.00	\$ N/A	5d.					
5e. Insurance	\$ 0.00	\$ N/A	5e.					
5f. Domestic support obligations	\$ 0.00	\$ N/A	5f.					
5g. Union dues	\$ 0.00	\$ N/A	5g.					
5h. Other deductions. Specify: _____	\$ 0.00	\$ N/A	5h.+					
6. Add the payroll deductions. Add lines 5a+5b+5c+5d+5e+5f+5g+5h.	\$ 1,654.96	\$ N/A	6.					
7. Calculate total monthly take-home pay. Subtract line 6 from line 4.	\$ 5,845.04	\$ N/A	7.					
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.	\$ 0.00	\$ N/A	8a.					
8b. Interest and dividends	\$ 0.00	\$ N/A	8b.					
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.	\$ 0.00	\$ N/A	8c.					
8d. Unemployment compensation	\$ 0.00	\$ N/A	8d.					
8e. Social Security	\$ 0.00	\$ N/A	8e.					
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: _____	\$ 0.00	\$ N/A	8f.					
8g. Pension or retirement income	\$ 0.00	\$ N/A	8g.					
8h. Other monthly income. Specify: _____	\$ 0.00	\$ N/A	8h.+					
9. Add all other income. Add lines 8a+8b+8c+8d+8e+8f+8g+8h.	\$ 0.00	\$ N/A	9.					
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.	\$ 5,845.04	\$ N/A	10.					
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; text-align: center;">\$ 5,845.04</td> <td style="width: 10%; text-align: center;">+</td> <td style="width: 30%; text-align: center;">\$ N/A</td> <td style="width: 10%; text-align: center;">=</td> <td style="width: 15%; text-align: center;">\$ 5,845.04</td> </tr> </table>				\$ 5,845.04	+	\$ N/A	=	\$ 5,845.04
\$ 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. Do not state the dependents names.	<input type="checkbox"/> Yes. Fill out this information for each dependent.....	Dependent's relationship to Debtor 1 or Debtor 2	Dependent's age	Does dependent live with you?
_____	_____	_____	_____	<input type="checkbox"/> No
_____	_____	_____	_____	<input type="checkbox"/> Yes
_____	_____	_____	_____	<input type="checkbox"/> No
_____	_____	_____	_____	<input type="checkbox"/> Yes
_____	_____	_____	_____	<input type="checkbox"/> No
_____	_____	_____	_____	<input type="checkbox"/> Yes
_____	_____	_____	_____	<input type="checkbox"/> No
_____	_____	_____	_____	<input type="checkbox"/> Yes

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

Part 2: Estimate Your Ongoing Monthly Expenses

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

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

Your expenses

4. The rental or home ownership expenses for your residence. Include first mortgage payments and any rent for the ground or lot.	4. \$	1,229.00
If not included in line 4:		
4a. Real estate taxes	4a. \$	0.00
4b. Property, homeowner's, or renter's insurance	4b. \$	15.00
4c. Home maintenance, repair, and upkeep expenses	4c. \$	0.00
4d. Homeowner's association or condominium dues	4d. \$	0.00
5. Additional mortgage payments for your residence, such as home equity loans	5. \$	0.00

Debtor Fawn [REDACTED] 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" arrearages shall include all sums designated as pre-petition arrearages 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 arrearages 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 [REDACTED] Fenton Date April 26, 2019
Fawn [REDACTED] 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.

7

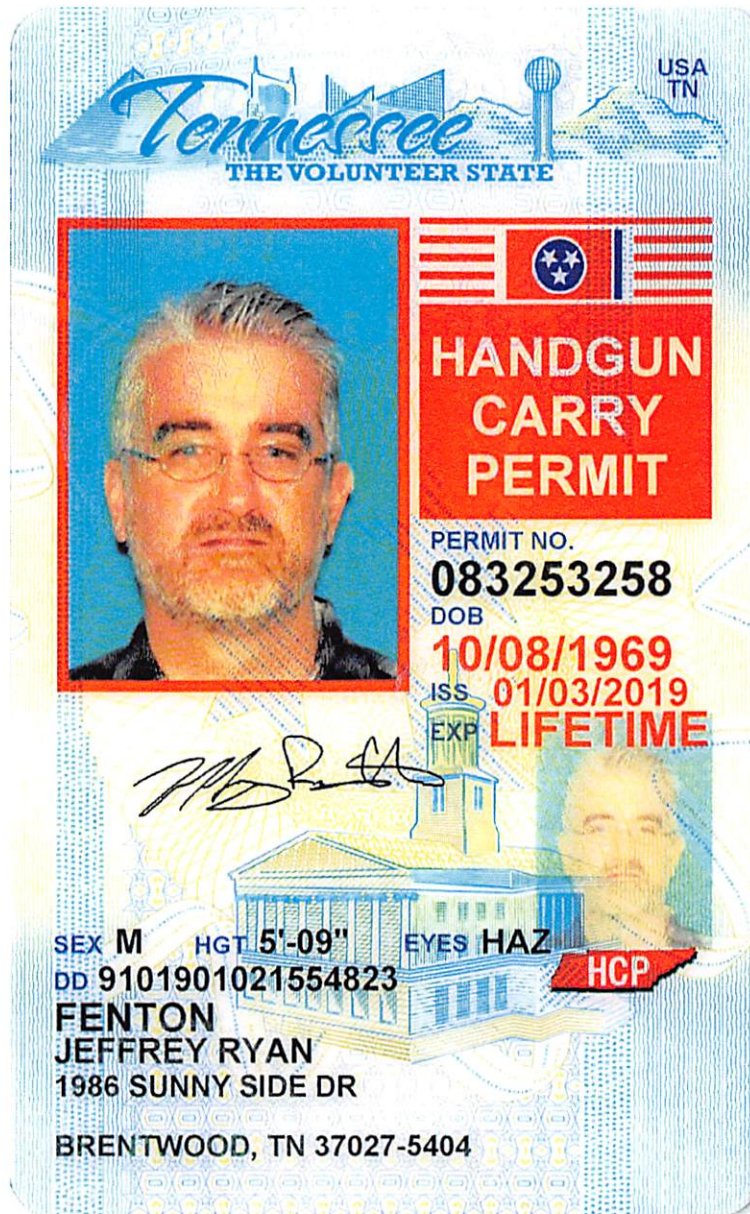
CLEAR EVIDENCE THAT I HAD RECENTLY PASSED BOTH STATE AND FEDERAL BACKGROUND CHECKS, WITH FLYING COLORS! WHILE NOT HAVING ANY CRIMINAL OR VIOLENT HISTORY, EVER!!!

(ISSUED JAN 3RD, 2019)

THE ONLY PEOPLE TO CLAIM ANY DIFFERENTLY: ARE MY EX-WIFE WHO SAID 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!) 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 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"! 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!

COPY

R.v1 (41-44)

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

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

FILED FOR ENTRY
2019 JUL 17 PM 1:16
J. L. AUSTIN

MOTION TO SELL THE MARITAL RESIDENCE

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

1. Wife filed her Complaint for Divorce against Husband on June 4, 2019.
2. ~~As of the date of the filing of this Motion, Husband has not filed an Answer to the Complaint for Divorce.~~ 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.

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!

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

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!!!

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.

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? Oops!

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!

ABANDONDED 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. **WE DID THIS TOGETHER YEARS EARLIER!**

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

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

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

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

8

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.

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 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.

Respectfully submitted,



VIRGINIA DEE STORY; BPR #11700

KATHRYN YARBROUGH; BPR#

Attorney for Plaintiff/Wife

136 Fourth Avenue, South Franklin, Tennessee 37064

(615) 790-1778

virginia@tnlaw.org

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.

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

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!

CERTIFICATE OF SERVICE

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

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.

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 *ds*

**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

A

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.

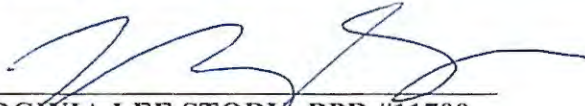
ENTERED on this 14th day of August, 2019, *NUNC PRO TUNC 1 AUGUST 6, 2019. (73)*

[Signature]
MICHAEL W. BINKLEY, JUDGE

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

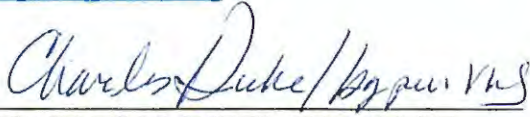
BACK BEFORE I UNDERSTOOD THE "APPROVED FOR ENTRY" PROCESS OF "PROPOSED" ORDERS VS. "AGREED ORDERS"

APPROVED FOR ENTRY:



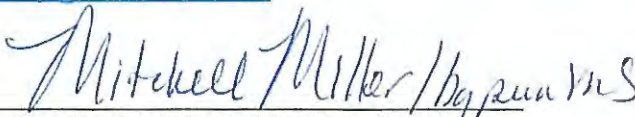
VIRGINIA LEE STORY; BPR #11700

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

RECEIVED BY
Judge Chambers
Date 8-29-19

R.v3 (381-383)

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

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

2019 AUG 29 PM 2:34
FILED FOR ENTRY 8-29-19

No. 48419B

ORDER FROM AUGUST 29, 2019 HEARING

EX PARTE ORDER OF PROTECTION EXTENDED PENDING FINAL HEARING, 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!** the Court as Husband had filed a very lengthy response on the morning of the hearing being **X** **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.

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

X Williamson County Sheriff's Office shall have a deputy on standby to ensure that Mr. Fenton is
X Actually 4-DEPUTIES with their hands on their GUNS, like I was a dangerous FELON! (NEVER arrested in my LIFE!)
vacated and that he only takes with him his personal clothing, his jewelry and effects such as his
toiletries and medication. Mr. Fenton shall not remove any further furnishings or personal
property. Husband is admonished that he is under a Restraining Order pursuant to the Statutory

Injunction entered upon the filing of the Complaint for Divorce as of June 4, 2019. Mr. Fenton

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

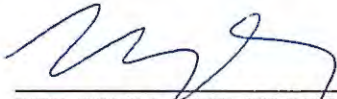
R.v3 (381-383)

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

ENTERED on this 29th day of August, 2019.


MICHAEL W. BINKLEY, JUDGE

APPROVED FOR ENTRY:



VIRGINIA LEE STORY; BPR #11700

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

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

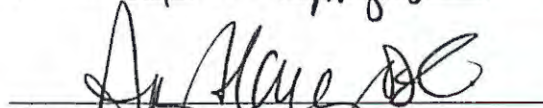
CERTIFICATE OF SERVICE

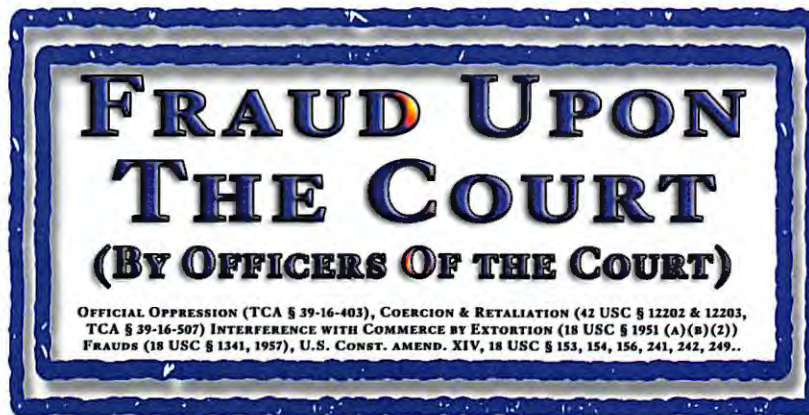
I certify that a true and exact copy of the foregoing was sent courtesy copy to Mr. Jeffrey Fenton, Defendant Pro Se, at 1986 Sunnyside Drive, Brentwood, TN 37027 on this 29th day of August, 2019.


VIRGINIA LEE STORY

CLERK'S CERTIFICATE OF SERVICE

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


CLERK



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

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

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

INTRODUCTION

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

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

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

Rule 11. Orders and Judgments

Section 11.01 Preparation and Submission

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

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

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



www.hndrealty.com

Tommy Anderson
Broker & Auctioneer
TN Lic. #254363

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

EXCLUSIVE AUCTION LISTING

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

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

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

REAL property known as HOME AND LOT : 1986 SUNNYSIDE DR.

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

BRENTWOOD, TN. 37027
SUNNYSIDE ESTATES, SECTION 3
WILLIAMSON COUNTY, TN.

AS PER DIVORCE DECREE # 48419B

WITHIN SEPTEMBER 2019

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

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

COURT AUCTION WITHOUT RESERVE

For so long as mortgages are covered.

The property to be sold on the following terms:

ALL CASH TO SELLER TO BE APPROVED

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

I, we, will pay HND AUCTIONS LLC a commission of SEE BELOW of total selling price on Real Estate

NA plus \$3500

for sale expense. The term "sale expense" as herein defined, shall mean: the largest portion of

monies allocated herein shall be for advertising said property for sale; however, seller agrees that a portion of the sales expense may be used for other expenses directly related to the auction as deemed necessary by the Auction Company. Seller further agrees to pay the full amount of sale expense as set out above. The sale expense is still due, after advertising schedule is started, if the sale is canceled for any reason or fails to close. If seller fails to pay sale expense for 30 days from billing, seller agrees for Auction Company to place a recorded lien on the property which will show on the title until paid. The lien will bear bank rate of interest at time of recording.

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

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

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

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

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

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

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

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

Ⓢ Seller's initial

DATE: _____

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

Atty Virginia Story

Atty: Charles Duke - Mitchell Miller

SELLERS AUTHORIZATION Ⓢ

SELLERS AUTHORIZATION Ⓢ

MAILING ADDRESS

MAILING ADDRESS

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

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

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



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

**EXCLUSIVE
 AUCTION LISTING**

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

www.hndrealty.com

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

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

AS PER DIVORCE DECREE # 48419B

WITHIN SEPTEMBER 2019

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

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

COURT AUCTION WITHOUT RESERVE

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

I, we, will pay HND AUCTIONS LLC a commission of SEE BELOW of total selling price on Real Estate NA plus \$3500.00 for sale expense. The term "sale expense" as herein defined, shall mean: the largest portion of monies allocated herein shall be for advertising said property for sale; however, seller agrees that a portion of the sales expense may be used for other expenses directly related to the auction as deemed necessary by the Auction Company. Seller further agrees to pay the full amount of sale expense as set out above. The sale expense is still due, after advertising schedule is started, if the sale is canceled for any reason or fails to close. If seller fails to pay sale expense for 30 days from billing, seller agrees for Auction Company to place a recorded lien on the property which will show on the title until paid. The lien will bear bank rate of interest at time of recording.

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

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

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

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

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

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

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

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

[Signature] Seller's initial

DATE: _____

SELLER(S) NAME(S) PRINT : FAWN [REDACTED] FENTON / JEFFREY R. FENTON

Atty Virginia Story Attys: Charles Duke - Mitchell Miller

SELLERS AUTHORIZATION [Signature] SELLERS AUTHORIZATION [Signature]

MAILING ADDRESS _____ MAILING ADDRESS _____

CITY, ST, ZIP BRENTWOOD TN 37027 CITY, ST, ZIP _____

PHONE: (615) [REDACTED] - 7377 PHONE: _____

SELLERS AUTHORIZATION _____ SELLERS AUTHORIZATION _____

MAILING ADDRESS _____ MAILING ADDRESS _____

CITY, ST, ZIP _____ CITY, ST, ZIP _____

PHONE: _____ PHONE: _____

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.

Amended by 2019 Tenn. Acts, ch. 104, s 1, eff. 7/1/2019.

T.C.A. § 39-16-507

Acts 1989, ch. 591, § 1; 1990, ch. 980, § 8.

COERCION = THREAT OF INCARCERATION (R.v4, 504:22-505:18), to forcefully obtain the involuntary signature on an (unread) "Listing Agreement", to auction the beautiful Brentwood Home of the educationally, vocationally, and financially disadvantaged party. Contrary to centuries past, there are vast numbers of women throughout the World today who enjoy earning potentials multiple times that of their male spouses. This was one such case, where despite any other challenges in both of our lives, my ex-wife will always have the education, the vocational experience, and the professional license to make 3x what I can ever hope to earn, under the best of circumstances! To make matters worse, I also struggle with multiple vocationally challenging disabilities, which significantly decrease my "speed", my ability to "multi-task" and my overall "productivity". Yet the Court refused me any accommodations; even if just slowing down the pace, so that I might have some chance at keeping-up, to defend myself.

Unfortunately the Court ordered my forced geographic dislocation (600-miles away, in the State of Michigan), causing irreparable psychological and financial damages, prior to the Start of Discovery! (R.v4, 513:16-17, 515:6-7, 516:10). While further ordering the Pro Se Litigant (me) as follows: "I want you out of the house by 12 noon September 3rd." (Just a Five-Day Notice!) "If you're not out, the sheriff will escort you off the property." (R.v4, 512:25-513:2) "Number two, you are not to take with you any furniture, any furnishings, anything like that. All of that is going to remain in the home for now. You are to tag the items that you would like to have. That doesn't mean you're going to get them..." (R.v4, 513:4-8) "You signed the agreement, you understand that you're to be out September 3rd at 12 noon, no later. Not one minute later..." (R.v4, 516:10-12). "Tag-Teamed" and BULLIED!

THEY KNEW THIS WOULD FORCE ME: "TO BE ABSENT FROM AN OFFICIAL PROCEEDING TO WHICH THE WITNESS (I) HAS (HAD) BEEN LEGALLY SUMMONED."

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

Jeff Fenton

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

Importance: High

Ms. Beeler,

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

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

Thank you very much mam!

Jeff Fenton
Docket: #48419B

From: Tommy Anderson <tom@tommyanderson.us>
Sent: Saturday, September 21, 2019 6:10 AM
To: Jeff Fenton
Cc: Pat Marlin <pmarlin@mcarthursanders.com>; lisa.marsh@tncourts.gov; elaine.beeler@tncourts.gov; Virginia Story <virginia@tnlaw.org>
Subject: Re: SUNNYSIDE LISTING AGREEMENT WAS NOT LEGALLY OBTAINED OR BINDING: IT WAS FORCED TO BE SIGNED UNDER EXTREME DURRES, WITHOUT EVEN HAVING EVER READ IT - WHICH IS ILLEGAL IN EVERY COURT OF LAW!!!

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

From: Jeff Fenton

Sent: Saturday, September 21, 2019 3:33 AM

To: Tommy Anderson <tom@tommyanderson.us>; pmarlin@mcarthursanders.com

Cc: lisa.marsh@tncourts.gov; elaine.beeler@tncourts.gov

Subject: SUNNYSIDE LISTING AGREEMENT WAS NOT LEGALLY OBTAINED OR BINDING: IT WAS FORCED TO BE SIGNED UNDER EXTREME DURRES, WITHOUT EVEN HAVING EVER READ IT - WHICH IS ILLEGAL IN EVERY COURT OF LAW!!!

Importance: High

Mr. Anderson and Mr. Marlin,

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

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

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

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

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

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

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

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

I wish you both the BEST in your professional futures!

Sincerely,

Jeff Fenton
1986 Sunnyside Drive
Brentwood, TN 37027

From: Tommy Anderson <tom@tommyanderson.us>

Sent: Friday, September 20, 2019 11:18:24 PM

To: Jeff Fenton

Subject: Re: 11x17 (Ledger) & MARGIN.pdf

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

Sincerely,

Tommy Anderson, Broker/Realtor/Auctioneer

HNDAUCTIONS.COM

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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Story Abernathy & Campbell

PLLP | AN ASSOCIATION OF ATTORNEYS

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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

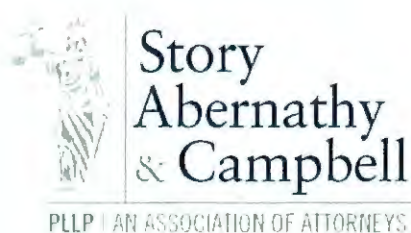
cc: Ms. Fawn Fenton

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!

williamsoncountyattorneys.com

* Rule 31 Family Law Mediator

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!



Virginia Lee Story
virginia@mlaw.org

Joanie L. Abernathy
joanie@mlaw.org

Neil Campbell
neil@mlaw.org

Kathryn L. Yarbrough
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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 ██████ 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.

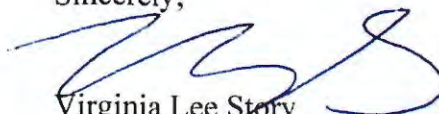
Then it doesn't SOUND like you FORCED me to LEAVE my Personal Property behind so that you can SELL it for any quasi-legitimate reason, but rather just to CRUELY HARM the disabled and financially disadvantaged party, EVEN MORE! PURELY for the DOMINATING POWER-TRIP, and FUN! That's WORSE than being GREEDY! 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!

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
WILIAMSON 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.

JUDGE BINKLEY SAID THE PROCEEDS FROM SELLING THIS PERSONAL PROPERTY (OF MINE), COULD BE USED TO HELP REPLACE MY RENTAL INCOME, FOR BASIC PROVISION AND IMMEDIATE NEEDS, SINCE THE COURT EVICTED MY TENANTS, WHO WERE MY ONLY INCOME SOURCE, DURING THE 8/1/2019 TRIAL. IT WAS ALSO TO HELP FUND MY MOVE TO MICHIGAN.

The thing is, I AM GLAD THAT WIFE HAS THIS, it just upsets me that she chose to STEAL it, instead of just being humble enough to ASK me! I can't GIVE her a GIFT because she is CONVINCED that she DESERVES everything and TAKES it by FORCE first!

Also, how Ms. STORY can do WHATEVER she WANTS, with ZERO regard for ANYTHING said in Court or the Court Orders (even though she DICTATED then WROTE THEM!)

While I was UNJUSTLY held to the HARSHTEST STANDARDS!



Jeff Fenton

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

Jeff,

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

Sincerely,

Tommy Anderson

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

Jeff Fenton

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

Categories: S-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

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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>](mailto: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>](mailto: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 \$ 324,360.00

[Signature]
 Affiant

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

[Signature]
 Notary Public

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

WARRANTY DEED

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

Jeff Fenton

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

Importance: High

Hello Mr. Anderson and Mr. Marlin,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

All that I want is what I am legally due. I regret that it requires this sort of demanding tone in order to receive the slightest ethical consideration. If none of you can provide me with this informaton, regarding the SALE of MY HOME, despite your professional licenses, your oaths of office, and your responsibilities and obligations therein, then I belive that your actions are corrupt, complicit in crime, while the public needs to know, along with you each deserving the ethical, financial, criminal penalties which you each incur.

Sincerely,

JEFF FENTON

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

From: Tommy Anderson <tom@tommyanderson.us>
Sent: Wednesday, October 9, 2019 6:41:54 PM
To: Jeff Fenton
Subject: Re: Closing | Utilities | Fully-Executed Settlement Statement

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

Sincerely,

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

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

Tommy

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

Jeff my friend,

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

Tommy Anderson

Jeff Fenton

From: Jeff Fenton
Sent: Thursday, October 10, 2019 11:29 PM
To: kim murray
Cc: elaine.beeler@tncourts.gov
Subject: Re: 1986 Sunnyside Drive

Hello Ms. Murray,

I'm sorry, but I won't be able to assist you in any way with the sale of MY HOME. This entire sale was executed illegally, against my will, and without my consent! The mortgages were intentionally defaulted upon by my ex-wife (to force me out of MY HOME), without my knowledge (zero notification from Fawn that my greatest and only real asset was at risk, while even refusing to acknowledge and/or answer my direct questions regarding the status of our mortgages), as Fawn secretly defaulted upon our mortgages, redirecting those funds, while I unknowingly lost everything which I had ever earned/invested/saved, throughout my entire life.

Chancellor Binkley coerced/ordered me under extreme duress (leveraging the threat of incarceration), to sign the listing agreement, without me ever having even read the document (listing agreement), therefore rendering it legally void.

Holding a real estate license myself, in the State of Tennessee, I know that no seller is bound by a "listing agreement" and FORCED to sell their home (against their will or should they change their mind). Hence any legitimate property owner or seller, can CANCEL any LEGAL "listing agreement" for the property which THEY OWN, at ANY TIME PRIOR to the binding agreement date (when the buyer(s) have a fully executed purchase and sales agreement with the seller(s) of that property.)

I just emailed you copies of the notifications, which I provided to Tommy Anderson (real estate licensee & auctioneer), PRIOR to the auction. These were also copied to Mrs. Fenton's legal team, as well as to Ms. Elaine Beeler (Williamson County Clerk & Master, along with the ADA Contact for Williamson County), while I also requested that Ms. Beeler provide the documents directly to Chancellor Binkley.

Mr. Anderson showed complete disregard toward MY WILL regarding the sale of MY HOME:

>>> Tommy Anderson <tom@tommyanderson.us> 9/21/2019 5:10 AM >>>

Jeff,

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

Sincerely,

Tommy Anderson, Broker

So the "gang of thieves" stole and sold MY HOME, destroying MY ENTIRE NET WORTH, without the slightest hint of my approval or willful participation in the sale.

So the "gang of thieves" can close their illegal sale, without my participation on ANY LEVEL.

I don't mean to be rude in any way, I just had \$200k stolen from me (by Mrs. Fenton, Ms. Story, Mr. Anderson, and the Williamson Country Chancery Courts), which was derived from the proceeds of my entire life's work, as well as all my retirement savings, which were liquidated to put towards our down payment, when Mrs. Fenton and I purchased OUR HOME, back in 2011. **Now as a result of this FORCED "sale", I am left handicapped, unemployed, possibly unemployable, and homeless!** Without Mrs. Fenton, Mr. Anderson, Ms. Story, Chancellor Binkley, or the Williamson County Court System caring AT ALL about what becomes of ME (for the rest of my life) as a result of their UNFAIR, UNETHICAL & DISCRIMINATORY EXECUTIVE ACTIONS!

I absolutely REFUSE to sign ANYTHING suggesting anything other than my absolute OBJECTION to this FORCED sale!

I reserve EVERY RIGHT to seek justice, accountability, and restitution for the crimes which were committed against me there, in Williamson County Tennessee!

Respectfully,

Jeff Fenton
1986 Sunnyside Drive
Brentwood, TN 37027

From: kim murray <kim@banktitle.com>
Sent: Thursday, October 10, 2019 9:59 AM
To: jeff.fenton@live.com <jeff.fenton@live.com>
Subject: 1986 Sunnyside Drive

Hello Mr. Fenton,

I am working with our attorney, Sam Anderson, in preparation for the sale of your property. I wanted to introduce myself and provide you with my contact information below.

I understand that you no longer live in Tennessee. Are you available to sign closing documents? I can email documents to you to print, or I can overnight them to you. (I will provide you with a pre-paid FedEx label to overnight the original documents to our office.) *Please Note: There will be a couple of documents that will need to sign in front of a Notary Public.*

Thank you,

Kim Murray
Bankers Title & Escrow Corporation
5107 Maryland Way, Suite 115
Brentwood, Tennessee 37027
Phone: (615)661-7711
Fax: (615)661-7701
kim@banktitle.com

9

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

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

No. 48419B

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

COPY

ORDER

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

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

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

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

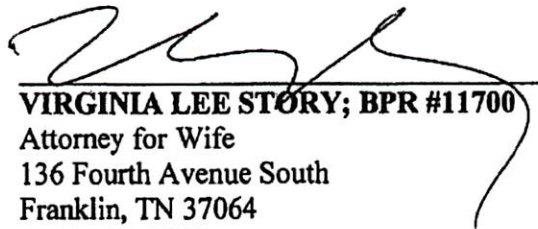
ENTERED on this 10 day of OCT, 2019.

ALL actions taken against me (in EVERY "Hearing"), were primarily "FRAUD UPON THE COURT(s) by OFFICERS OF THE COURT(s)". Through a complex "Conspiracy Against my Rights and my Property, Under Color of Law, Office, and Official Right", spanning BOTH State and Federal Courts in tandem. Strategically planned in advance and executed illegally in horrible-faith, to intentionally CIRCUMVENT my Federal Rights under the Federal Rules of Bankruptcy Procedure (ex-wife fraudulently filed in secret - with the help of multiple corrupt Attorneys & Judge(s)). The Court & Counsel committed roughly a dozen Title 18 Crimes Against me, about 50-100 Violations of Tennessee's Rules of Judicial & Professional Conduct, plus approximately a dozen Tennessee State Crimes (primarily felonies), viscerously destroying me beyond benefit to ANY party! Repeatedly denying me ANY "ADA Accommodations", as they targeted, attacked, and overwhelmed my known disabilities!

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!

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

CLERK & MASTER

2019 OCT 21 PM 3:58

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

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:

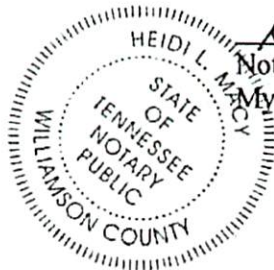
1. I am over 18 years of age and have personal knowledge of the following facts.
2. At the August 29, 2019 hearing in this matter, the Court set this matter for final hearing on October 21, 2019 in open Court with Mr. Jeffrey Fenton present in the courtroom.
3. Since the August 29, 2019 hearing, Mr. 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 sale 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
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!

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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



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

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

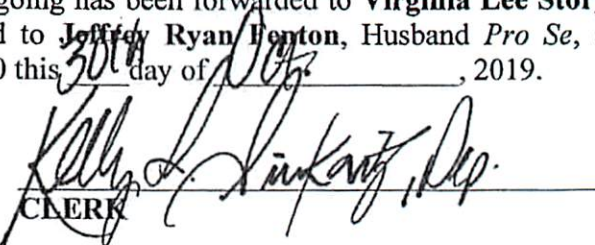
CERTIFICATE OF SERVICE

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 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!

PROOF THAT I NEVER "DEFAULTED" ON FILING MY "DIVORCE ANSWER & COUNTER COMPLAINT" AS THEY FRAUDULENTLY ACTED!

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

Jeff:

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

Thanks. have a good evening.
Marty

From: Jeff Fenton
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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WHEN IT'S WORTH DOING RIGHT THE FIRST TIME!

SUBMIT OR RESPOND TO A SUPPORT TICKET [HERE](#).

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10

WILLIAMSON COUNTY CHANCERY COURT, AT FRANKLIN, TN | DOCKET #48419B
RE-CREATION OF EX-WIFE'S UNSIGNED PERSONAL STATEMENT ALLEGING FEAR & STALKING
LOCATED IN TECHNICAL RECORD VOLUME 1, PAGE 15

Line Numbers Added for Reference & Strike-Through for False/Fraudulent/Misleading Claims

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

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

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

WILLIAMSON COUNTY CHANCERY COURT, AT FRANKLIN, TN | DOCKET #48419B
RE-CREATION OF EX-WIFE'S **UNSIGNED PERSONAL STATEMENT** ALLEGING FEAR & STALKING
LOCATED IN TECHNICAL RECORD VOLUME 1, PAGE 16
Line Numbers Added for Reference & Strike-Through for False/Fraudulent/Misleading Claims

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

Fawn Fenton

(615) [REDACTED]-7377 • mobile



F

You are WRONG about my motives for selling the house and you are WRONG about me having evil and selfish intentions to increase or decrease the sale value. As usual, you are being a **dick** when I don't agree with everything you want, and you resort to insulting me and verbally attacking me to try to get your way.

Fawn Fenton (mobile) • Jan 30, 2019

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



Jan 30, 2019

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.

Fawn Fenton (mobile) • Jan 27, 2019

Nightie night. Likewise Tootie!

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



Jan 27, 2019

Jeff Fenton

From: Ken Adkisson <kadkisson@adkissonarchitects.com>
Sent: Thursday, April 27, 2017 4:01 PM
To: Jeff Fenton
Cc: Fawn Fenton; Loretta
Subject: RE: IT & Web Work

Thank you Jeff, we certainly appreciated your efforts. Good luck in the future.

Ken Adkisson, President
Adkisson & Associates, Architects, Inc.
3322 West End Ave., Suite 103
Nashville, Tennessee 37203
(615) 298-9829
kadkisson@adkissonarchitects.com

From: Jeff Fenton
Sent: Thursday, April 27, 2017 2:50 PM
To: Ken Adkisson
Cc: Fawn Fenton; Loretta
Subject: IT & Web Work
Importance: High

Hello Ken,

It doesn't look like this relationship is going to work out anymore. Fawn tells me that you have a new IT guy that you want to try, and really I've reached my limit of what I'm willing to put up with, for what I'm being paid.

One thing that I just won't tolerate is **people taking bad about me behind my back**, while I'm honestly trying to HELP them by extending the life of their equipment, considering every EXPENSE and every DECISION as if it were my OWN money and equipment, while working on nights and weekends so not to disturb the workflow of your office, etc... Every other tech guy you will pay \$\$ plus you will pay your drafters to stand around the office with their thumbs up their butts while he works on their computers. When was the last time that your office had any DOWN-TIME due to mechanical failures?

When was the last time that you had to kick-out thousands of dollars unexpectedly because of surprise system failures? I believe that you have FORGOTTEN how GOOD you have had it (technologically), for the past few years!

The problem with anticipating and meeting people's needs BEFORE there is a CRISIS, is they frequently fail to RECOGNIZE or APPRECIATE the WORK that I did to make that possible! I used to think that you could see it, and recognized that it was a "win/win" relationship between us, but not anymore.

How would you FEEL if I talked bad to Fawn about your WIFE all day? I'm not going to play that game.

Since you can no longer realize the VALUE which I bring to your organization on my own, I'm out!

If you are agreeable, I will refund your \$2,500 deposit for your website rebuild, minus any reimbursable expenses (very minor), and a few office tech expenses which I have not yet billed you for. Then you can go hire ANYONE that you want to build your website, **it will be OFF MY PLATE!** I wish that it hadn't taken me so long to reach this conclusion, your website rebuild was the LAST web project that I've accepted (I've been turning people down for two years), because of how much TIME and coordination they require with clients to complete, yet I never seemed to be able to find TIME to rebuild your site, so I failed. I'd rather accept that and move forward, than continue to make empty promises and waste more of my TIME and YOURS.

Likewise, I'd like to end ALL of MY business with your company. I don't want Fawn to be stuck in the middle anymore. So if you need IT help, even if it is the smallest question that Fawn knows that I can answer in two minutes, please don't ask Fawn or anyone else to call me. I'm DONE! I will even refuse to help my loving wife, with any problems which she encounters in YOUR OFFICE.

I've provided detailed NOTES about most of the work that I performed inside the [IT] folder on your Server's desktop, so that someone could easily follow behind me. If they can't find the information they need there, then I'm sorry, they'll need to figure it out the same way that I did. I've tried to be very open and to document my work, but it all takes TIME, which costs more money... and no one is perfect. I'm not interested in being your on-call knowledgebase for any price. That's someone else's problem now!

Please hire a local website / hosting company / registrar / and administrator whom you personally TRUST (they can easily steal your digital assets, domain names, etc... if they are not TRUSTWORTHY.) I would like to get all of your digital assets (website/domain names/etc...) off of my servers and out of my accounts as soon as possible. It's not an emergency, I think that probably a month should be a reasonable amount of time for you to have that work completed, if not then please two months at the most. I will pro-rate and refund any unused hosting time once it is all completed. (Please make sure that the people you HIRE are COMPETENT to do all the work on their OWN. At your direction, I will provide them with the server address and credentials that they need to remove your website from my server, as well as to port your domain names from my registrar's reseller account to their own. I will not be responsible in assisting ANYONE with the migration of your website and domain names, the changing or setup of your DNS to work with the new host or to continue to work with your existing email accounts, or to ensure that your web assets are transferred properly and WORK on the new server space, or the domains with the new registrar, EXCEPT TO THE EXTENT THAT I RELEASE THEM FREELY. (You should be careful, a lot of people/companies will hold your website and domain names HOSTAGE, I don't play that game!)

I recommend that you ensure that your new webhost/registrar is a MICROSOFT PARTNER, familiar with Office-365, so that they can take over the "DELEGATED ADMINISTRATION" for your Office-365 account, and prevent any disruptions in your email flow after moving your domain names or site out of my accounts. I will not have ANY responsibility to FIX someone else's screw-ups! My responsibility shall be limited to maintaining your service until I've surrendered your credentials, and to release your web assets forthwith. Beyond that, all that I can recommend, is that you hire COMPETANT and EXPERIENCED people! (The slightest screw-up and your whole office's email could stop working for days, as they try to isolate and fix the problem. IF that happens, it will be beyond the scope of my responsibility!) Once ANYONE else has credentials to access or move your digital assets, they ALONE are responsible for anything and everything that happens there forward.

I will hold \$500 from the deposit of your refund to charge you for any of my time/mileage required to return your assets (both digital and physical) and complete this transition. From this point forward, all my TIME will be billed at my normal rate of \$45 per hour, as by this notice our service agreement is now officially terminated. Upon final completion, I will return to you any remaining funds or bill you for any overages.

I will be returning to your office ALL of your DISASTER RECOVERY DRIVES from my fire vault, which you should pay to keep off-site in a safe deposit box again, in case of an emergency. Should you ever need to restore any of those images, you will need to hire a tech who is competent with partition and full-disk CLONING, using software such as Clonezilla, NovaBackup, Acronis True Image, and Windows 7 Backup Images.

For a few years I believed that this relationship was mutually beneficial, I regret that it did not end better, but I prefer to accept the reality than to continue with the current tension.

I hope for nothing but the best for you and your business in all your future endeavors.

Sincerely,

(On the bright side, this should be my last LONG email! ☺)

JEFF FENTON
METICULOUS.TECH
(615) 837-1300 OFFICE
(615) 837-1301 MOBILE
(615) 837-1302 FAX

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PRIOR-RESTRAINT WITHOUT MOTION, NOTICE OR HEARING

Order of Protection

Amended Order

Petitioner is under 18

Case # (the clerk fills this in):
484193
 2020 SEP 24 AM 10:09
 FILED FOR ENTRY 9-24-20

In the Chancery Court of Williamson County, TN, 9-24-20



Petitioner (person needing protection)

Fawn  Fenton
 first middle last

Petitioner's Children under 18 Protected by this Order:


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

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

Jeffrey Ryan Fenton 10/5/69
 first middle last date of birth (MM/DD/YYYY)
 MI 
 street address city state zip

Respondent's Employer: None
 Employer's name Employer's phone #

Describe Respondent:

Sex	Race	Hair	Eyes	Height - Weight - SSN - Other		
<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input checked="" type="checkbox"/> White <input type="checkbox"/> Asian <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Other: _____	<input type="checkbox"/> Black <input checked="" type="checkbox"/> Grey <input type="checkbox"/> Blond <input type="checkbox"/> Bald <input type="checkbox"/> Brown <input type="checkbox"/> Other: _____	<input checked="" type="checkbox"/> Brown <input type="checkbox"/> Hazel <input type="checkbox"/> Blue <input type="checkbox"/> Green <input type="checkbox"/> Grey <input type="checkbox"/> Other: _____	Height	Weight	SSN - Other
				<u>5.9</u>	<u>240</u>	(Provided to Clerk's office if known) Do not list it here. XXXXX
				Scars/Special Features		
				Phone Number		

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

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

This is a Court Order.

Findings About Abuse:

Warning!

- Weapon involved
- Has or owns a weapon



1. The Court has jurisdiction over the parties and this case. The Respondent was given reasonable notice of the hearing and an opportunity to be heard.
2. Based on the information in the *Petition*, and the hearing held, the court finds that the Respondent:
 - Did the things listed in the *Petition* and the court adopts these as facts and incorporates them by reference, AND/OR
 - Did the following things:

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

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

- Abused/Threatened to Abuse
 - Sexually Assaulted
 - Stalked
- the Petitioner AND

FALSE: I NEVER ABUSED OR STALKED MY EX-WIFE! THIS IS ADA RETALIATION & INTERFERENCE WITH HOBBS ACT EXTORTION OF MY SILENCE ABOUT THE MISCONDUCT AND CRIMES COMMITTED BY THE COURT & COUNSEL!

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

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

Findings About Firearms:

The Respondent (check all that apply):

- Has no firearms
- Has firearms that he/she must give to someone else who is allowed to have them (TCA § 36-3-625).
- Has firearms that are registered under the National Firearms Act and must be either transferred to a responsible third party, or locked in a safe or other secure container to which the Respondent does not have access. A state or federal agency must give its approval before the firearms are turned in.
- Has a federal firearms license (FFL) or is a responsible party under an FFL, and has firearms under that FFL that qualify as business inventory, and (check one):
 - There is no responsible party listed on the FFL other than the Respondent in this case. The Respondent must turn in or transfer all firearms inventory under his/her control to a separate FFL holder who is legally allowed to have firearms.
 - There is another responsible party listed on the FFL other than the Respondent in this case. This Order does not require the Respondent to turn in or transfer the firearms inventory.

This is a Court Order.

PERSPECTIVE: FOR THOSE UNFAMILIAR WITH THIS CASE, THIS WAS A "DIVORCE" WITH NO CHILDREN. JUDGE MICHAEL W. BINKLEY AND HIS UNDISCLOSED "CLOSE FAMILY FRIEND", ATTORNEY VIRGINIA LEE STORY, ONLY SPENT TWO 30-MINUTE "HEARINGS" TO FORCEFULLY STEAL MY BRENTWOOD HOME (WORTH \$900K CURRENTLY, WITH MORTGAGES OF ONLY \$300K), WITHOUT A PENNY TO MYSELF OR MY EX-WIFE. WHILE THERE WERE NO ARRESTS, NO ASSAULTS, NO DOMESTICS, NO PHYSICAL THREATS, NO STALKING, NO SUPPORTING HISTORY, NO REASONABLE THREAT OF DANGER OF ANY SORT, WHILE THE OPPOSING PARTY IS THE ONE WHO COMMITTED MULTIPLE GROSS FELONIES AGAINST ME, WITH THE CRIMINAL GUIDANCE AND ASSISTANCE OF AT LEAST TWO JUDGES, AND A HALF-DOZEN ATTORNEYS, WITH AT LEAST AS MANY COMPROMISED AND CORRUPT POWERFUL MEMBERS OF THE COURT WHO HAVE HELPED TO COVER-THIS-UP, AND DENY ME ANY ASSISTANCE SINCE. KNOWING THAT I CAN'T EVEN WORK TO SUPPORT MYSELF TO SIMPLY TRY TO SURVIVE, IN THE CONDITION WHICH THE STATE OF TENNESSEE LITERALLY DISCARDED ME IN!

The Court orders Respondent to:

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

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

No Contact

You must not come about the Petitioner (including coming by or to a shared residence) for any purpose and must not contact Petitioner AND Petitioner's children, either directly or indirectly, by phone, email, messages, text messages, mail or any other type of communication or contact.

Stay Away

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

Personal Conduct –

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

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

Counseling/Substance Abuse Programs

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

My ex-wife wanted this fraudulent "Order of Protection" to help her gain possession of our HOME, and to have me forcefully REMOVED from it, so that she could LIQUIDATE it and DISBURSE the funds without a single penny to ME.

That was the PERFECT CRIME that Attorney Virginia Lee Story orchestrated and led her through, and my ex-wife got away with it. I completely forgave my ex-wife four-years ago, because I know what a desperate and vulnerable place she was in emotionally and physically, at that time. Rather than providing an ethical guiding hand to my ex-wife, through one of the toughest seasons of her life, Attorney Virginia Lee Story and a several of her "friends" instead exploited my ex-wife's desperation and vulnerability to steal the sum wealth of BOTH of our lives.

This "Order of Protection" isn't to protect my Ex-wife as it states (it endangers my ex-wife with potential Federal criminal charges, because of my need to constantly seek Federal assistance to get FREE.) This fraudulent "Order of Protection" is SOLELY to protect Judge Michael W. Binkley & Attorney Virginia Lee Story from being EXPOSED IN THE MEDIA for their crimes against me and my family!

This is a Court Order.

- Child Support \$ ____/ each _____ (month/week, etc) beginning _____ (date).
 - This is the guideline amount. See the attached DHS *Child Support Worksheet*.
 - This is **not** the guideline amount and is a deviation from the guideline amount. The Court has considered the best interest of each child in this case, and finds that guideline support would be unjust or inappropriate in this case.
 - Other: _____

Payment method:

- Pay the Petitioner directly by the _____ day of each month. (the court finds that this does not endanger the Petitioner or the Petitioner's minor children and it is not a violation to send payment only with no notes or comments to the Petitioner)
- Take payment to this Court Clerk's Office. You will also have to pay a clerk fee of ____% on

Since "they" KNOW that in the past, I have very successfully exposed professional negligence and fraud against our family on the Internet, they also know that EXPOSING the TRUTH on the Internet is the ONLY "threat" that I am to anybody! But that specific threat happens to be their greatest fear!

By labeling my Ex-wife a "victim" of domestic abuse (which is untried, unheard, and false), by Fraudulent "DEFAULT" Judgments, there are strict laws protecting "victims" from having their court documents published online. (These same documents could easily expose this entire RICO scam!)

On 3/21/2021 the KnoxNews ran a story with a video clip of Judge Michael W. Binkley chastising and threatening attorneys, the press, and the people, stating, "What people are doing to judges, making up stuff, putting it in the media when it's totally false..." Further stating, "If your client is part of that kind of stuff, turn them in. Don't be part of the problem... don't be a chicken, because that's all it is... you're part of the problem if you don't do something about it." Indicating that there would be pre-emptive consequences for those who might speak-up.

That is EXACTLY what this outrageous, out of jurisdiction, bad-faith, untried, unheard, "DEFAULT" Order of Protection is, without MOTION or NOTICE where I could even ATTEMPT to DEFEND myself. While this was allegedly for LONG but NON-THREATENING emails and text messages, which Attorney Story decided that my Ex-wife is no longer CONSENSUAL to receiving, the day after I learned about the AMBUSH the Chancery and Bankruptcy Courts had conspired together against me.

Judge Michael W. Binkley and Attorney Virginia Lee Story are literally using my Ex-wife as a HUMAN SHIELD, to protect THEMSELVES from being exposed for an absurd amount of Attorney and Judicial Misconduct, including their roles in Bankruptcy Fraud, Deprivation of Rights and Property under Color of Law, Hobb's Act Extortion, ADA Coercion, Retaliation, Interference, Official Oppression, Etc!

All which I reported to the Court of Appeals as I cried-out for HELP, but instead they helped Binkley and Story to COVER-IT-UP, and denied me any assistance! This has unfortunately been the position of EVERY SINGLE DIVISION of the Tennessee Courts and Supervisory Boards, to date.

Orders to the Respondent about Firearms:

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

This is a Court Order.

07/01/19
Form #OP2018-7

Order of Protection

page 4 OF 6

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

Costs, fees and litigation taxes

THIS FRAUDULENT "ORDER OF PROTECTION" IS THE ONLY WAY WHICH A CORRUPT JUDGE COULD KEEP A NOOSE AROUND MY NECK FROM 600-MILES AWAY, WITHOUT DUE PROCESS! THREATENING MY LIFE, MY SAFETY, AND MY FREEDOM FOR AN OUTRAGEOUS SIX-YEARS. WHERE I CAN BE ARRESTED WITHOUT WARRANT OR NOTICE 24/7/365, ANYWHERE WITHIN THE UNITED STATES OF AMERICA. REQUIRING LESS FOUL-PLAY THAN I HAVE ALREADY EXPERIENCED BY JUDGE MICHAEL W. BINKLEY AND ATTORNEY STORY. ALL WITHOUT HEARING, MOTION, OR NOTICE! ABSURD, INHUMANE, ADA INTERFERENCE AND UNCONSTITUTIONAL RETALIATION & EXTORTION!

THIS IS THE EQUIVALENT OF JUDGE MICHAEL W. BINKLEY HOLDING A GUN UP TO MY HEAD, AND WHISPERING INTO MY EAR, "GO AHEAD, TELL ON ME!" I DEMAND A FULL CRIMINAL INVESTIGATION!

THIS ORDER TAKES EFFECT IMMEDIATELY UPON SIGNING.

This Order starts today, (date): 9-24-20. This Order ends (date): 9-24-2025

In 1 year. (The Petitioner may ask to extend the Order) In 5 years (1st violation of current PO)

In 10 years (2nd or more violation of current PO)

Date: 9/24/20 Time: 10:08 a.m. p.m.

Signature of Judge or Chancellor: [Signature]

Certificate of Service – Respondent (check one):	Certificate of Service – Petitioner (check one):
<input type="checkbox"/> Signed by Respondent: _____	<input type="checkbox"/> Signed by Petitioner: _____
<input type="checkbox"/> Signed by Respondent's counsel: _____	<input type="checkbox"/> Signed by Petitioner's counsel: _____
<input type="checkbox"/> Hand delivered to Respondent.	<input checked="" type="checkbox"/> Hand delivered to Petitioner.
<input type="checkbox"/> Hand delivered to Respondent's counsel.	<input type="checkbox"/> Hand delivered to Petitioner's counsel.
<input checked="" type="checkbox"/> U.S. mail, prepaid postage to Respondent's last known address	<input type="checkbox"/> U.S. mail, prepaid postage to Petitioner's last known address.
<input type="checkbox"/> U.S. mail, prepaid postage to Respondent's counsel's last known address	<input type="checkbox"/> U.S. mail, prepaid postage to Petitioner's counsel's last known address.
<input type="checkbox"/> Reasonable attempts to find the Respondent's address were made, but there is no known address at this time.	<input type="checkbox"/> Reasonable attempts to find the Petitioner's address were made, but there is no known address at this time.
Signature of Server: <u>Debra Stevens</u>	Signature of Server: <u>Debra Stevens</u>
Server's title (check one): <input type="checkbox"/> Clerk <input checked="" type="checkbox"/> Deputy Clerk <u>9-24-20</u>	Server's title (check one): <input type="checkbox"/> Clerk <input checked="" type="checkbox"/> Deputy Clerk
<input type="checkbox"/> Authorized Officer <input type="checkbox"/> Attorney	<input type="checkbox"/> Authorized Officer <input type="checkbox"/> Attorney
Service was made on:	Service was made on:
Date: _____	Date: <u>9-24-20</u>
Time: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	Time: <u>10:08</u> <input checked="" type="checkbox"/> a.m. <input type="checkbox"/> p.m.

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

This is a Court Order.

DUE TO COVID-19

I NEED to get a JOB from HOME
Because of my Mother's Health
Which I CAN'T DO with this STUPID OP!
Please have the OP REMOVED and
EXPUNGED or Start Sending Me
SUPPORT PLEASE!

ASTHMA, ALLERGY AND IMMUNOLOGY CENTER

S. Anne, M.D. R. Botta, M.D. I. Badr, M.D. R. Mahajan, M.D. H. Azzam, M.D.

Patient Name: Marsha Fenton
Visit Date: 7/2/2020

Thank you very much for letting me participate in the management of Marsha Fenton, who was seen by telephone consultation on 07/02/20. Marsha states that her IgA deficiency has been stable. She denies any upper or lower respiratory tract infection. She has been following strict avoidance measures from exposing to the COVID-19 infection. She is wearing the mask. She is staying home. Her son also stays with her, who is not working at this time. She denies any fever, chills, or rigors. She denies any upper or lower respiratory tract infection.

PHYSICAL EXAMINATION: Deferred at this time since this was done by telephone consultation.

IMPRESSION: Ms. Marsha Fenton has:

1. IgA deficiency, and
2. Chronic rhinosinusitis.

RECOMMENDATIONS:

1. Marsha is prone to develop recurrent infections. Therefore, I advised her to follow strict isolation measures from exposure to COVID-19 infection.
2. Since her son stays with Marsha, I strongly recommend that her son should do his work from home since it will reduce significantly the risk of exposure of Ms. Fenton to the COVID-19 virus.
3. A follow-up appointment has been scheduled in one year but I advised her to contact me as soon as the pandemic is over for further evaluation and treatment.

Signed Electronically By Suresh Anne, MD

Signed Date: 7/3/2020 9:16:00 AM

E-Faxed to Ravikumar Peddireddy, MD On 7/3/2020 9:16:00 AM



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

FAWN FENTON

1986 Sunny Side Drive, Brentwood, Tennessee 37027

Tel: (615) 7377

Self-Defense Handgun Instructor

CERTIFICATIONS & AFFILIATIONS

- **NRA Certified Basic Pistol Instructor**
- **Tennessee Department of Safety Concealed Carry Instructor**
- **Front Sight Firearms Training Institute Handgun Instructor, Pahrump, NV**
- **CCWP Instructor at The Range Incorporated, Centerville, TN**
- Nashville Police Department, Citizens Police Academy, Spring 2009
- Mount Juliet Police Department, Citizens Police Academy, Spring 2004
- Member of the NRA since 2004, Life Member since 2012
- **Certified Trainer with NRA "Refuse to Be a Victim" Program**
- Member of the United States Practical Shooting Association since 2003

TRAINING

- Front Sight Firearms Training Institute, 4-Day Practical Rifle (FN-FAL & AR15), January 2018
- Front Sight Firearms Training Institute, 4-Day Defensive Handgun, March 2013
- Front Sight Firearms Training Institute, 4-Day Armors Class – AR15, March 2010
- Front Sight Firearms Training Institute, 4-Day Line Coach – Defensive Handgun, March 2010
- Front Sight Firearms Training Institute, 4-Day Instructor Development, February 2009
- Front Sight Firearms Training Institute, 4-Day Practical Rifle (AR-15), February 2008
- Front Sight Firearms Training Institute, Handgun Master Prep, January 2007
- HGR Firearms NRA Basic Pistol Instructor Certification Course, June 2006
- Front Sight Firearms Training Institute, 4-Day Defensive Handgun, January 2006
- Front Sight Firearms Training Institute, 4-Day Practical Rifle (AK-47), January 2005
- Tactical Response, 2-Day Fighting Pistol, May 2004
- Vanderbilt Rape Aggression Defense Systems, December 2003
- The Range Incorporated, Advanced Handgun II, November 2003

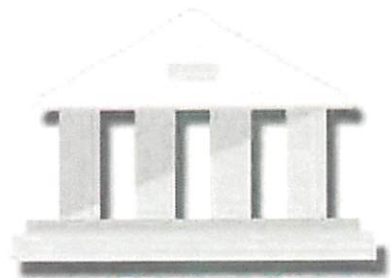
- Front Sight Firearms Training Institute, 4-Day Defensive Handgun, October 2003
 - The Range Incorporated, Advanced Handgun I, April 2003
 - The Range Incorporated, State Concealed Carry Course, February 2003
 - Front Sight Firearms Training Institute, 4-Day Defensive Handgun, October 2002
-

REFERENCES

JOHN HUTCHERSON ▪ Owner, The Range Inc. Instructor, DCSO Correctional Officer
T: (615) 662-6815, Nashville, TN therange@bellsouth.net

RICK MORELLO ▪ Front Sight Firearms Operations Manager, Instructor
T: (800) 987-7719, Pahrump, NV morello@frontsight.com

MARK DAVENPORT ▪ Brother, U.S. Marine Veteran
T: (949) [REDACTED]-6204, Lake Forest, CA [REDACTED]



TEXT MESSAGES FROM WIFE'S INITIAL "DIVORCE ANNOUNCEMENT" TO ME, ON MARCH 13TH, 2018.

PLEASE STRIKE & EXPUNGE THE "DEFAULT ORDER OF PROTECTION" ORDERED BY WILLIAMSON CHANCERY ON 10/21/2019 AND THEN EXTENDED FOR FIVE-MORE YEARS, WITHOUT NOTICE OF MOTION! I HAVE NEVER EVEN BEEN ALLOWED TO PARTICIPATE IN A HEARING TO DEFEND MYSELF! DESPITE PROMISES ON COURT RECORD 8/29/2019, TO ALLOW ME TO PARTICIPATE BY PHONE, KNOWING CHANCERY HAD FORCEFULLY RENDERED ME HOMELESS AND I NEEDED TO IMMEDIATELY RELOCATE TO MICHIGAN, HAVING NO OTHER PROVISION FOR SHELTER, FOOD, OR SURVIVAL IN TENNESSEE! WHILE ONCE THE FRAUD AND FALSE TESTIMONY USED TO MANIPULATE THE COURT IS REMOVED, THE ONLY REMAINING "GROUNDS" ARE ELECTRONIC COMMUNICATIONS WITH NO PHYSICAL THREATS OR DANGER!

WIFE'S "FEAR" WAS ENTIRELY BASED UPON HER BELIEF ABOUT WHAT WAS "UNDERSTANDABLE" IN HER OPINION! NOT ANYTHING I EVER DID!!!

WHAT WIFE NEEDED WAS MENTAL AND PHYSICAL HELP FOR MENOPAUSE, NARCOLEPSY, AND CHRONIC DEPRESSION. WHAT SHE GOT INSTEAD WAS HELP COMMITTING MULTIPLE COUNTS OF FRAUD, WHICH COMPOUNDED HER STRESS & QUICKLY DETERIORATED HER HEALTH EVEN MORE!

3/13/18 7:59 PM from Fawn Fenton

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

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

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



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

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

THIS WAS A WHOLE YEAR BEFORE ATTORNEY STORY WAS HIRED, WITHOUT A SINGLE "INCIDENT", "THREAT" OR "DANGER" OF ANY SORT! WIFE INVITED ME OVER I BROUGHT HER GIFTS, SHE WANTED TO REMAIN FRIENDS AFTER DIVORCE!

Regardless of what people can "GET AWAY WITH" legally, it is CRUEL, INHUMANE, and down right UN-AMERICAN to DEPRIVE a person of their CONSTITUTIONAL RIGHTS and/or Hinder their most Basic Need and Ability to SUPPORT Themselves and their Family, by ANY legal means available to anyone else.

Based entirely upon someone else's unfounded concerns due to the Damages which THEY SECRETLY PLANNED TO CAUSE, with NO HISTORY of Violence, Arrests, or SERIOUS RISK of PHYSICAL DANGER, short of charging the individual with a CRIME and providing them with FULL EQUAL AND DUE PROCESS OF LAW!

The DEPRIVATION OF RIGHTS for Convenience and Arbitrary Power is "ABSURD, SLAVISH, AND DESTRUCTIVE OF THE GOOD AND HAPPINESS OF MANKIND." (Article I, Section 2) of the CONSTITUTION OF THE STATE OF TENNESSEE!

I PRAY THAT THE WILLIAMSON COUNTY CHANCERY COURT OPERATE FAIRLY, WITH THE WELLBEING OF ALL CITIZENS TREATED EQUALLY, AS REQUIRED IN THE CONSTITUTION OF THE GREAT STATE OF TENNESSEE. THAT MY FREEDOM, MY NAME, AND MY REPUTATION, BE RESTORED, HAVING COMMITTED NO CRIME. SO THAT I CAN PASS A BACKGROUND CHECK AND GET A JOB TO SUPPORT MYSELF, AS I DESPERATELY NEED, OR THAT A FULL CRIMINAL INVESTIGATION BE LAUNCHED INTO THE DEPRIVATION OF BOTH MY RIGHTS AND MY PROPERTY!



Then "THEY" later converted the "Ex Parte" into a FULL "ORDER OF PROTECTION", though still posing absolutely NO threat to WIFE! Carelessly destroying my ability to pass preemployment background checks, while needing a JOB more than ever, to simply SURVIVE their CRUEL and INHUMANE ORDERS!

All via a FRAUDULENT AFFIDAVIT and "DEFAULT JUDGMENTS", while DEPRIVING me of ALL RIGHTS to participate in MY HEARINGS!

Further followed by an outrageous, crippling, FIVE-YEAR EXTENSION, without even mailing me a NOTICE or a MOTION! (Still to DATE!)

There is NOTHING "LEGAL" about this! It is ALL about POWER, BIAS, DISCRIMINATION, COLLUSION, CONTROL, DOMINANCE & ABUSE!

I thought that "Lady Justice" held SCALES while wearing a BLINDFOLD?

Apparently not in Williamson County Tennessee!

I LOVED MIDDLE TENNESSEE!
I was a hard working, honest, tax paying resident for 25-YEARS! Until the day that I first met Judge Michael W. Binkley and his close personal friend, Attorney Virginia Lee Story!

Regretfully now, I hope to NEVER step on Tennessee soil again, ever!

3-DAYS BEFORE Wife secretly filed for **Ch-13 BANKRUPTCY** (requesting to voluntarily forfeit/auction **OUR HOME**), without even mentioning a **WORD** to me!

I accidentally discovered this (from her attorney) on 6/14/2019. **FIVE DAYS LATER**, Wife applied for a **FRAUDULENT "OP"** under **FALSE TESTIMONY!**

I have **NEVER** threatened to harm her, or laid a single finger on her in anger! **EVER!** (While I have **ZERO** Arrests, Complaints, Priors, **NOTHING!**)

Even though **WIFE** is a **HIGHLY TRAINED** and **HEAVILY EQUIPPED** firearms and self-defense **EXPERT!**

She is a Licensed **TN HANDGUN INSTRUCTOR**, with serious military assault rifles, and over 5,000 Rnds. of ammo when she left!

Yet somehow she obtained an **OP "Ex Parte"** from Judge **Michael W. Binkley**, who just "happens" to be **CLOSE PERSONAL FRIENDS** with Wife's divorce attorney, **Virginia Lee Story**.

Welcome back to the OLD SOUTH! Let's all practice saying **"YES MASTER!"**

I held out good for my raccoon buddy in my hand tonight, and he touched both his cold little nose and his paw to my hand.

<https://1drv.ms/v/s!AIWYAYYGDEXasH4MLLYxg0ct2nKs>

I DID IT!!!



Apr 23, 2019

F OMG! raccoon!!! 😊
Fawn Fenton (mobile) Apr 23, 2019

Was that not **COOL AS HECK?** I did like you told me... Trying to keep the door barely split so he didn't come inside, while taking a video with one hand, holding out the food in the other hand, trying to focus, call to him..... And you say that I can't multi-task!

I've interacted with him a ton through the glass, and a little outdoors, but that was the first time that we touched each other. He was super gentle, with his warm soft little tongue eating out of my hand, with never the slightest nip!

Apr 23, 2019

F Love little raccoon!! 😊
Fawn Fenton (mobile) Apr 23, 2019

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

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

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



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

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

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



CONSTITUTION ANNOTATED

Analysis and Interpretation of the U.S. Constitution

Amdt5.4.4.2.1 Deprivations of Liberty

Fifth Amendment:

No person shall be held to answer for a capital, or otherwise infamous crime, unless on a presentment or indictment of a Grand Jury, except in cases arising in the land or naval forces, or in the Militia, when in actual service in time of War or public danger; nor shall any person be subject for the same offence to be twice put in jeopardy of life or limb; nor shall be compelled in any criminal case to be a witness against himself, nor be deprived of life, liberty, or property, without due process of law; nor shall private property be taken for public use, without just compensation.

With respect to liberty interests, the Court has followed a similarly meandering path. Although the traditional concept of liberty was freedom from physical restraint, the Court has expanded the concept to include various other protected interests, some statutorily created and some not.¹ Thus, in *Ingraham v. Wright*,² the Court unanimously agreed that school children had a liberty interest in freedom from wrongfully or excessively administered corporal punishment, whether or not such interest was protected by statute. “The liberty preserved from deprivation without due process included the right ‘generally to enjoy those privileges long recognized at common law as essential to the orderly pursuit of happiness by free men.’ . . . Among the historic liberties so protected was a right to be free from, and to obtain judicial relief for, unjustified intrusions on personal security.”³

The Court also appeared to have expanded the notion of “liberty” to include the right to be free of official stigmatization, and found that such threatened stigmatization could in and of itself require due process.⁴ Thus, in *Wisconsin v. Constantineau*,⁵ the Court invalidated a statutory scheme in which persons could be labeled “excessive drinkers,” without any opportunity for a hearing and rebuttal, and could then be barred from places where alcohol was served. The Court, without discussing the source of the entitlement, noted that the governmental action impugned the individual’s reputation, honor, and integrity.⁶

11

Fawn Fenton
(615) [REDACTED] 7377 • mobile



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



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

Fawn Fenton (mobile) • Feb 4, 2019

Lol! I wasn't going to knock anyways. But I was a little afraid I had the wrong place... night time, raining, can't see.

So i drove back out your complex to make sure I was at the second entrance, then I looked up your address on my phone, and it said it was right. 😊

I thought that maybe you were at an AA meeting....

I like the fact that the wind doesn't blow much down in that cubby. It is pretty easy to leave stuff without worrying what will happen.

I figured you would be inside and you would find in the morning... I tried to step quiet so not to alert puppy.

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



Feb 4, 2019

AA meeting... Hahaha... No, came home from work and fell asleep until about 8:pm, then got up and went to storage to drop off some of the stuff I picked up from you yesterday, then went grocery shopping.

F Yes that's funny! Money tree!

Fawn Fenton (mobile) • Feb 4, 2019

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



I almost got a little bonsai fern... but it didn't have any care instructions, so I was afraid you might kill it. It was pretty too though! So many choices!

Lol@

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

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

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



Feb 4, 2019

Yep Brentwood Kroger.
Is your ADHD group helpful?

F

Thank you very much for the plant!!

Fawn Fenton (mobile) • Feb 4, 2019

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

That way it costs my mom half as much.

It was a good meeting.

You're welcome for the plant!

We must have literally driven past each other.

Feb 4, 2019

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

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

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

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



Feb 5, 2019

Thank you, I appreciate that.

F



Fawn Fenton (mobile) • Feb 5, 2019

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



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

If you disagree, just let me know.

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

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

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

Do you take Sarah to the grocery store?

Goodnight again.

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

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

How is that for "paranoid" for you?

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

Feb 5, 2019



Fawn Fenton (mobile) • Feb 5, 2019

No racoons in the house when I got home.

Feb 5, 2019



Fawn Fenton (mobile) • Feb 5, 2019

You at another AA meeting tonight?

You seem to be enjoying your emojis lately.

Feb 5, 2019



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



You sleeping any better?



Feb 6, 2019

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

F

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

Fawn Fenton (mobile) • Feb 6, 2019

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



Feb 6, 2019

F

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

Fawn Fenton (mobile) • Feb 6, 2019

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

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



Feb 6, 2019

F

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

Fawn Fenton (mobile) • Feb 6, 2019

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

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



Feb 6, 2019

F

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

Fawn Fenton (mobile) • Feb 6, 2019

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



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



Feb 6, 2019

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

Fawn Fenton (mobile) • Feb 6, 2019

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

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



Feb 6, 2019

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

Fawn Fenton (mobile) • Feb 6, 2019

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

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

That sounds pretty awful! Was Sarah like wtf mommie?



Feb 6, 2019

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

F Raccoon butt!!! ❤️

Fawn Fenton (mobile) • Feb 6, 2019

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



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

That sounds like a rough compromise.



Feb 6, 2019

Dang, poor birdie drenched with Daddy funk

F

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

Fawn Fenton (mobile) • Feb 6, 2019

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

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



Feb 6, 2019

F

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

Fawn Fenton (mobile) • Feb 6, 2019

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

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



Feb 6, 2019

F

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

Fawn Fenton (mobile) • Feb 6, 2019

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



Feb 6, 2019

F

That sounds kind of good right now.

Fawn Fenton (mobile) • Feb 6, 2019

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



Lol!



Feb 6, 2019

F

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

Fawn Fenton (mobile) • Feb 6, 2019

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

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



Feb 6, 2019



F

Fawn Fenton (mobile) • Feb 6, 2019

There's no better place to take a nap!

His butt is a little shaggy.

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

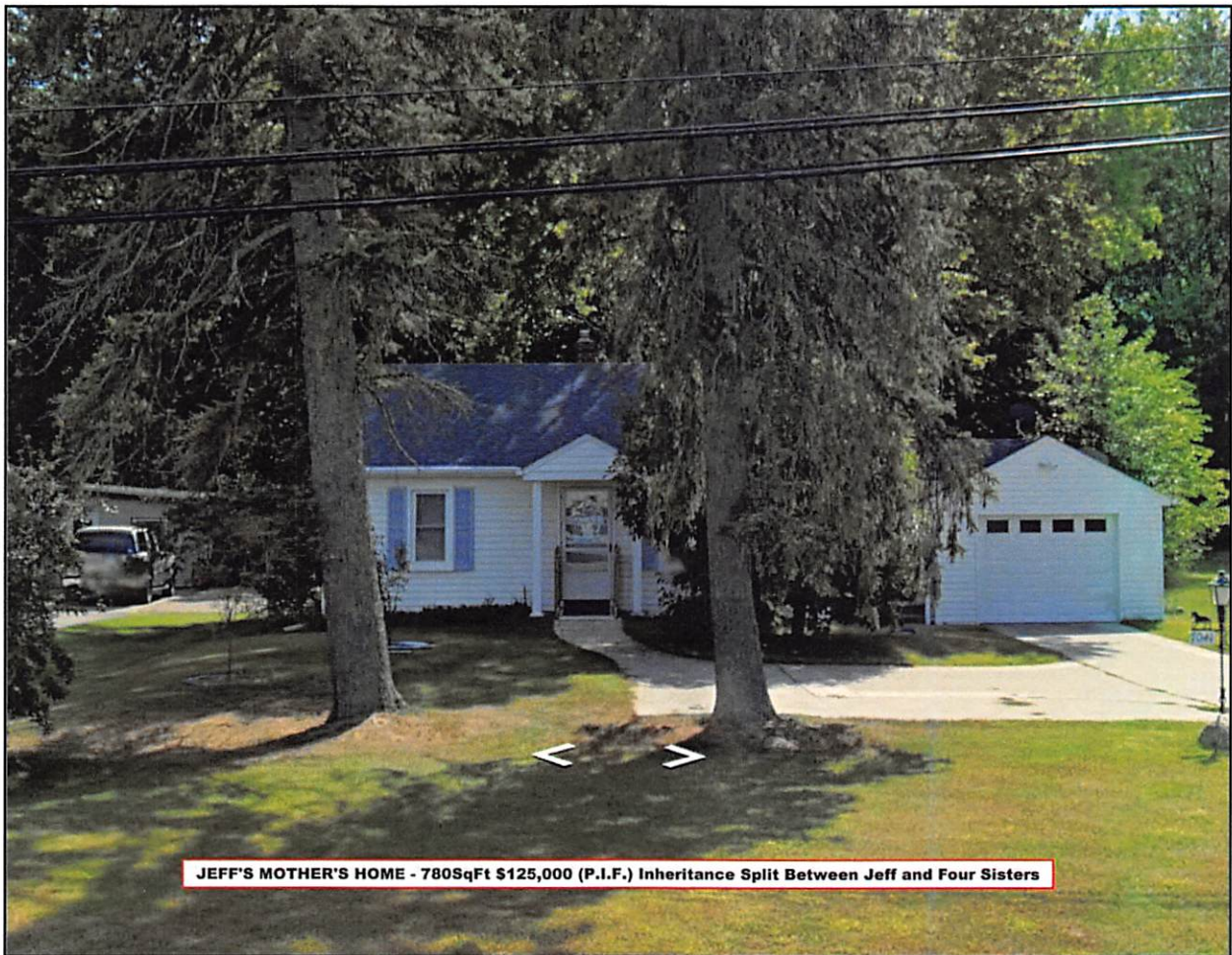


Feb 6, 2019



FAWN'S MOTHER'S HOME - \$4,000,000 (P.I.F.) Inheritance Split Between Fawn and her Brother

MY MOTHER'S 780 SqFt HOME, I AM NOW FORCED TO LIVE IN THE BASEMENT OF, IN MICHIGAN, ACROSS FROM THE COUNTY WAREHOUSE & SALT REPOSITORY, UNTIL I CAN GET FREE FROM WILLIAMSON COUNTY'S UNJUST NOOSE, THEY PUT AROUND MY NECK, SOMEHOW OBTAIN VOCATIONAL TRAINING, AND START ALL OVER IN LIFE IN MY MID-FIFTIES



Jeff Fenton

From: Jeff Fenton
Sent: Tuesday, November 12, 2019 7:28 AM
To: Virginia Story
Cc: elaine.beeler@tncourts.gov
Subject: Best & Final Settlement Offer

Importance: High

Hello Ms. Story,

If you and Mrs. Fenton are interested in a "settlement", so that we can both mitigate our losses (finally) and go on with our lives, I am momentarily agreeable, before I am forced to waste more time, energy, and money on filing for an appeal in Tennessee. I suspect the 30-day deadline is what you have been waiting for, before apprising me of your legal fees.

In order for me to "settle" and voluntarily walk away from MY LIFE and this marriage with no home, no vocational training, no employment or sustainable employability, no health insurance, no healthcare, with no current or future provision, while also struggling with my disabilities which you and the court have so far seriously discriminated against (at the very least), I require a couple of concessions/considerations/conditions, which will be of absolutely no consequence, bearing, or cost upon Mrs. Fenton's life, career, finances, or future. Especially since I hope to never step on Tennessee soil again, unless you force me to come appeal, to have ANY chance at surviving MYSELF. While everyone knows how ridiculous, unfair, and impossible it is, that I ever pay Fawn's legal expenses (for a battle which SHE insisted upon), while I tried throughout to mitigate our losses with a collaborative divorce. (Though my side of the story has never yet been heard.) But as you know, Fawn had no interest in a "fair" or "equitable" divorce, so SHE chose instead to spend all of our equity on legal fees, and to even file bankruptcy, to simply avoid paying me \$140k+/- in alimony over the next 6-7 years, along with buying-out my equity, retirement, and life savings in our home, of \$50k - \$75k. As she also refused to allow me to assume our mortgages (previously in her name), and keep our home, while also offering to eventually buy-out her equity, and to secure her interest throughout with a trust or by keeping her name on the deed. All which she refused, and as I'm researching (all day, every day, currently) there were many sensible ways to mitigate our losses, including Federal programs and laws which might have allowed me to assume our mortgages in my own name, since the "due on sale clauses" don't look as though they would have applied in our circumstances.

- <https://www.nolo.com/legal-encyclopedia/summary-tennessees-foreclosure-laws.html>
- <https://www.nolo.com/legal-encyclopedia/tennessees-hardest-hit-program.html>
- <https://www.law.cornell.edu/uscode/text/12/1701j-3>
- <https://law.justia.com/codes/tennessee/2018/title-36/chapter-4/section-36-4-121/>
- So essentially, the entire forced foreclosure/auction/sale, which bankrupted us both, was avoidable, malicious, and unnecessary.

At the end of the day, we are both financially devastated currently. We ALL know that Fawn will "bounce back" the quickest and make at least 2-3x what I will ever make, for the rest of my life. (With very little SS for me or anything else...) While I'm still stuck with \$100k of marital debts in my name (which I can actually document and prove were marital), while I'm fighting to save my credit and to try not to file bankruptcy, if I can at all avoid it. But we all know, that your legal fees would simply leave me no choice but to file bankruptcy (while I've had essentially no representation through either of Fawn's divorce filings, despite her promises). Either way, we all know, that you'll never receive a dime from me, and obviously I won't from Fawn either, unless we both waste more of our lives on this battle, which just isn't worth it to me, unless I'm simply left no choice.

No matter what, I still love Fawn, and I don't want to see her hurt herself more, just to keep up this fight for fairness or justice which I'll never receive. (At least not in Williamson County, and possibly not in Tennessee at all.) It is also impossible for me to obtain any work or to focus on anything else with my disabilities, while needing to constantly perform legal research and try to figure out how to prevent you from taking more and more of my life away. I'd rather just try to walk-forward empty handed, at 50-years old, with no career, no retirement, no education, or professional training, but I can't without you taking your foot off my throat first.

Here is what I need from you (and Fawn) to SETTLE and never see or hear from me again:

- OP withdrawn, dropped, and expunged.
- Fawn is responsible for her own legal fees, and any outstanding fees due the court.
- I owe her/you/the court nothing, with her owing me nothing. A clean break!
- Both completed this week, before I'm forced to appeal.

I already have my order of indigency signed by Williamson County Chancery. If I must keep up this fight simply to walk away without any strings attached, then I'm going to do everything legally within my power to advocate for what I am honestly legally due, not what you and Fawn are trying to dump me with. This is a one-time offer, which is extremely time sensitive. As soon as one of the organizations, offices, or dignitaries which me and my mom are reaching out to daily, offers to back me in the pursuit of real justice, or I am forced to expend more time by filing my own appeal, then this offer will never be on the table again.

It was my belief that Mrs. Fenton had already accepted it, after what I left at the house for her, since I volunteered everything that she had ever asked for. Obviously, by your actions since, I misunderstood. It was also my understanding that you were going to call me on the 21st to hold our hearing OVER THE PHONE, as you previously promised in court. But then a lot of things which you've promised and swore to in court, have not turned out to be real or to happen as you've promised.

You've also apparently had a number of exparte' communications with the judge, not to mention trying to use the auctioneer (and the sheriff's office) as your enforcement guy(s), beating on my own door while me and my mom were trying to move my stuff. Somehow, I never received a motion for default judgment, or even any notice about our "final" hearing. We hadn't even begun discovery yet!

(But the assets were gone.) So many unethical things have happened throughout this case, it could carry on and consume all of our lives for a couple more years, but I don't see that benefitting anyone besides you (\$\$).

Please make sure to present this offer today to Mrs. Fenton, as you are legally bound as her agent, to act in HER best interest, and to fully disclose every offer, rather than seeking out your own vengeance. Otherwise, we could both end-up suing you in the end, for malicious litigation, to recover some of our family's losses.

Opportunities pass... As with everything that we've lost so far, once it is gone, there is no getting it back. You can't get blood out of a turnip, no matter how hard you try!

You can keep legally dominating me if that is what you prefer, but eventually the Governor or someone in the Tennessee or Federal legislature or judicial systems will step-in, and there will be no "rewind" at that point. There is no more that can be taken from me, there is nothing more which you or Mrs. Fenton can gain. Yet pride and greed caused the fall of mankind, and many an overachiever since, to discover humility again.

I will continue each day as though Mrs. Fenton and you have rejected my offer, and I will not be tricked into holding-off (from filing an appeal) at the last moment, to "trust" you or her. We've been down that road before... and many others which the court has yet to hear about (that I have well documented and can actually PROVE, contrary to your allegations). Certainly there is a narrative other than what you have presented, that has yet to be heard in any capacity by the court, in the legal actions which I'd prefer to bring to a close, but I can and will give no more. Need I go line-by-line with what you have presented thus far to the court and disprove most of it. Your only advantages are speed and might, but if I have TIME to catch up, I will deliver the TRUTH!

It's your/her call. (Any hostile actions by you or the court, will result in this offer being immediately and forever revoked.)

I've been advised not to even make this offer to you/her, as it is so horribly unfair. (Yeah, I know, Chancellor Binkley said, "the fair is something you go to in the fall", while surprisingly a lot of the state and federal legal language uses that exact term!) Yet for me to "get" anything, is for Fawn to "lose" something, which she is willing to literally kill herself to avoid. That just hurts my heart more! I don't want to continue this fight with you, when me and Mrs. Fenton are the only ones whom it can ever harm.

Yet I can only walk away, if she'll let go, with no-strings attached.

Please advise.

Jeff Fenton

Procedural due process

Procedural due process requires government officials to follow fair procedures before depriving a person of [life](#), [liberty](#), or [property](#).^[25]⁶⁵⁷ When the government seeks to deprive a person of one of those interests, procedural due process requires the government to afford the person, at minimum, notice, an opportunity to be heard, and a decision made by a neutral decisionmaker.

This protection extends to all government proceedings that can result in an individual's deprivation, whether civil or criminal in nature, from parole violation hearings to administrative hearings regarding government benefits and entitlements to full-blown criminal trials. The article "Some Kind of Hearing" written by Judge [Henry Friendly](#) created a list of basic due process rights "that remains highly influential, as to both content and relative priority".^[26] These rights, which apply equally to civil due process and criminal due process, are:^[26]

1. An unbiased tribunal.
2. Notice of the proposed action and the grounds asserted for it.
3. Opportunity to present reasons why the proposed action should not be taken.
4. The right to present evidence, including the right to call witnesses.
5. The right to know opposing evidence.
6. The right to cross-examine adverse witnesses.
7. A decision based exclusively on the evidence presented.
8. Opportunity to be represented by counsel.
9. Requirement that the tribunal prepares a record of the evidence presented.
10. Requirement that the tribunal prepares written findings of fact and reasons for its decision.

Civil procedural due process

Procedural due process is essentially based on the concept of "fundamental fairness". For example, in 1934, the United States Supreme Court held that due process is violated "if a practice or rule offends some principle of justice so rooted in the traditions and conscience of our people as to be ranked as fundamental".^[27] As construed by the courts, it includes an individual's right to be adequately notified of charges or proceedings, the opportunity to be heard at these proceedings, and that the person or panel making the final decision over the proceedings be impartial in regards to the matter before them.^[28]

To put it more simply, where an individual is facing a deprivation of life, liberty, or property, procedural due process mandates that he or she is entitled to adequate notice, a hearing, and a neutral judge.

The Supreme Court has formulated a [balancing test](#) to determine the rigor with which the requirements of procedural due process should be applied to a particular deprivation, for the obvious reason that mandating such requirements in the most expansive way for even the most minor deprivations would bring the machinery of government to a halt. The Court set out the test as follows: "[I]dentification of the specific dictates of due process generally requires consideration of three distinct factors: first, the private interest that will be affected by the official action; second, the risk of an erroneous deprivation of such interest through the procedures used, and the probable value, if any, of additional or substitute procedural safeguards; and, finally, the Government's interest, including the function involved and the fiscal and administrative burdens that the additional or substitute procedural requirement would entail."^[29]

Procedural due process has also been an important factor in the development of the law of [personal jurisdiction](#), in the sense that it is inherently unfair for the judicial machinery of a state to take away the property of a person who has no connection to it whatsoever. A significant portion of U.S. constitutional law is therefore directed to what kinds of connections to a state are enough for that state's assertion of jurisdiction over a nonresident to comport with procedural due process.

The requirement of a neutral judge has introduced a constitutional dimension to the question of whether a judge should recuse himself or herself from a case. Specifically, the Supreme Court has ruled that in certain circumstances, the due process clause of the Fourteenth Amendment requires a judge to recuse himself on account of a potential or actual [conflict of interest](#). For example, in [Caperton v. A. T. Massey Coal Co.](#) (2009), the Court ruled that a justice of the [Supreme Court of Appeals of West Virginia](#) could not participate in a case involving a major donor to his election to that court.^[30]

Jeff Fenton

From: Mary Beth Ausbrooks <marybeth@rothschildbklaw.com>
Sent: Wednesday, January 27, 2021 11:53 AM
To: Jeff Fenton; Jim Hivner; Lisa Marsh; appellatecourtclerk; elaine.beeler@tncourts.gov; john.coke@tncourts.gov
Cc: Virginia Story; Kathryn Yarbrough; complaints@tbpr.org
Subject: RE: TN Courts: Help Request Form - Appeal to Supreme Court (REQUEST TO ESCALATE CASE FROM APPELLATE TO SUPREME COURT)

My representation was limited to the bankruptcy filing of Fawn Fenton, and that representation is complete. I am not involved in any of this. Please remove me from the emails.

Mary Beth Ausbrooks
Attorney at Law
Board Certified Consumer Bankruptcy Specialist
Fellow, American College of Bankruptcy
Rothschild & Ausbrooks, PLLC
1222 16th Ave. So., Ste. 12
Nashville, TN 37212
(615) 242-3996
Fax: (615) 690-3119

From: Jeff Fenton
Sent: Wednesday, January 27, 2021 10:40 AM
To: Jim Hivner <Jim.Hivner@tncourts.gov>; Lisa Marsh <Lisa.Marsh@tncourts.gov>; appellatecourtclerk <appellatecourtclerk@tncourts.gov>; elaine.beeler@tncourts.gov; john.coke@tncourts.gov
Cc: Virginia Story <virginia@tnlaw.org>; Kathryn Yarbrough <kyarbrough@tnlaw.org>; Mary Beth Ausbrooks <marybeth@rothschildbklaw.com>; complaints@tbpr.org
Subject: RE: TN Courts: Help Request Form - Appeal to Supreme Court (REQUEST TO ESCALATE CASE FROM APPELLATE TO SUPREME COURT)

Hello Mr. Hivner and Everyone Else,

I've significantly consolidated and updated my filing to the Tennessee Supreme Court and the Tennessee Board of Professional Responsibility.

Please download the latest package with one of the links below.

PLEASE USE THIS UPDATED LINK:

https://1drv.ms/u/s!AIWyAYYGDEXa6lFyKIV2wOy_ya-Q?e=rJXI

Jeff Fenton

From: Jeff Fenton
Sent: Monday, February 22, 2021 8:04 AM
To: Sandy Garrett
Subject: RE: Virginia Lee Story | PLEASE DO NOT FORWARD TO CAP | Batch 1 of 2
Attachments: 2019-08-29 SMOKING GUN #1 - FACT CHECKING PROOF of PERJURY (compare with audio).pdf; APPLICABLE - RULES OF PROFESSIONAL CONDUCT.pdf; 2020-12-29 Narrative of BPR Complaint against Attorney Virginia Lee Story.txt

Importance: High

Hello Ms. Garrett,

I'm extremely disappointed that though I selected on your website the check-box specifying "I AM SUBMITTING THIS FORM AS A FORMAL COMPLAINT" (not an "Informal Request for Assistance"), that my complaint was still forwarded to your CAP Division (Consumer Assistance Program).

Regardless of what their last names are, if they refuse to live and function under the RULE OF LAW, then they have no place in being trusted "Members of the Court", or certainly in administering justice! I've never even been arrested, and I lost everything in my life, including my \$500k Brentwood home (now worth over \$800k), for ZERO dollars. While being rendered literally homeless and destitute, without so much as DUE PROCESS! All in just 30 minutes of the Court's time!

While Chancellor Binkley didn't question a WORD spoken by Attorney Story, while I was deprived of my rights, my beautiful Brentwood home, and all of my real property, "under color of law"! **There was no truth to be found in any of it!**

I completely understand the scope of the work and professional responsibility held by the "Board of Professional Responsibility". From what I understand, no court can discipline, suspend, and disbar an attorney for misconduct, except for your organization! Which is exactly why I have gone through great efforts to contact you and provide you with nearly 500 pages of documented evidence of grossly unethical behavior and misconduct on the part of Attorney Virginia Lee Story, as well as a number of other members of the Tennessee BAR.

As stated on your website:

"Attorneys who violate the Rules of Professional Conduct are subject to discipline, which could mean suspension of the right to practice law, or even disbarment."

This is exactly what I expected in contacting your organization, my other needs will be sought elsewhere. It has been a tremendous undertaking, to even attempt to challenge these high profile individuals, who live as though they are "ABOVE THE LAW". Which I expect is some of the apprehensions in your BOARD holding them "Accountable" to the Tennessee Rules of Professional Conduct, but that is exactly what I need from you please!

As also instructed on your website:

For alleged ethical violations of a serious nature, check, "I am submitting this form as a formal complaint."

Hence on my complaint form, I specifically selected "I am submitting this form as a formal complaint." (Not to be forwarded to CAP, with a few meaningless fliers mailed to me, marking my complaint "no further action" until a court of law rules.)

Please remove this case from the CAP division. All that they did was mail me several pages on free legal services within the State of Tennessee, all of which I exhausted over a year ago.

I understand the roles of the DA, the AG, the FBI, the TBI, the COA, the AOC, and the Supreme Court. I also understand the role of the BJC, where I've spoken with Shane A. Hutton, "Assistant Disciplinary Counsel" in regards to my complaint against Judge Michael W. Binkley. As for my ETHICAL COMPLAINTS regarding LAWYERS within the State of Tennessee, I am told that the BPR is the one and only entity, board, authority, appointed, funded, and responsible for that! Which is exactly why I filed my complaint form on your website, and hope that your organization will immediately launch an investigation into the mountain of horrendous, abusive, cruel, and downright inhumane ethical violations which I have and shall continue to provide you with evidence of, in my case alone.

Below are a few of the brazen violations by Attorney Virginia Lee Story during my case:

- Rule 1.2 - SCOPE OF REPRESENTATION
- Rule 1.6 - CONFIDENTIALITY OF INFORMATION
- Rule 3.3 - Candor Toward the Tribunal
- Rule 3.4 - Fairness to Opposing Party and Counsel
- Rule 3.5 - Impartiality and Decorum of The Tribunal
- Rule 4.1 - Truthfulness in Statements to Others
- Rule 8.3 - REPORTING PROFESSIONAL MISCONDUCT
- Rule 8.4 - MISCONDUCT

That is what happens when CORRUPT BUDDIES are allowed to continue to operate above the law!

Please do your very best to ensure that adequate (impartial) resources are allocated to investigating my claims and taking ACTION to hold Attorney Virginia Lee Story accountable for her disrespect of EVERY rule of professional conduct, having violated EVERY pledge in her Oath of Office, having intentionally worked in direct opposition to both the Constitution of the State of Tennessee, along with the Constitution of the United States of America! She showed me nothing except for an insatiable lust for power by which to further harm me! Even after I was forced to relocate 600 miles away, to simply obtain replacement shelter and provision!

I am not crazy, and I can (and have) provided you with more EVIDENCE than probably anyone typically provides to your agency.

This involves Federal and State Fraud committed separately, by Attorney Ausbrooks in Federal Bankruptcy Court, and Attorney Virginia Lee Story committing every other sort of Fraud in Chancery Court, while her good buddy, Judge Michael W. Binkley "rubber stamped" everything!

It is an abomination to Justice, and should be shameful and reprehensible to every Tennessee Citizen, especially those employed in a profession devoted to law, integrity, honesty, or justice!

Thank you for any real help you are able to provide.

Again, I understand the scope of your organization's authority and responsibilities. There is no need to "set my expectations" to not receive direct help. I'm seeking my legal cure elsewhere. **But I'm expecting you to prevent this from ever happening again to somebody else!**

In hopes of increasing the transparency, accountability, and integrity of Tennessee's legal system, to match the growth and need of Tennessee's economy.

Respectfully,

Jeff Fenton

17195 Silver Parkway # 150
Fenton, MI 48430-3426

Phone: (615) 837-1300

Fax: (810) 255-4438

Jeff Fenton

From: → Consumer Assistance - Board of Professional.. <cap@tbpr.org>
Sent: Wednesday, March 3, 2021 5:06 PM
To: Jeff Fenton
Cc: → Consumer Assistance - Board of Professional..
Subject: FW: Virginia Lee Story | PLEASE DO NOT FORWARD TO CAP | Batch 1 of 2

Society's commitment to institutional justice requires that JUDGES be solicitous of the RIGHTS of persons who come before the court.
***Geiler v. Commission on Judicial Qualifications, (1973) 10 Cal.3d 270, 286**

Mr. Fenton,

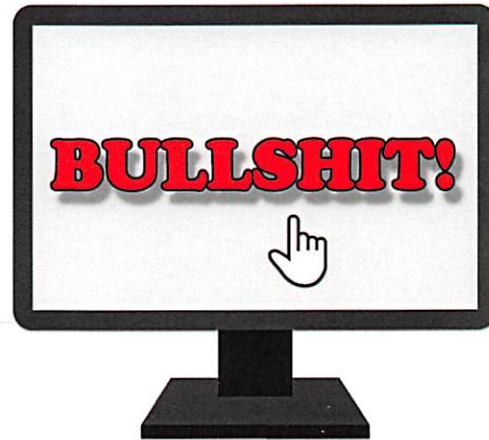
Our last letter asked you to send us the results of your appeal. However, I am reviewing the emails you recently sent to Ms. Garrett.

I will need additional information from you after my review is finished.

Your complaint could end up as a formal complaint, but Ms. Garrett has asked me to gather more information first as a preliminary step.

I will be back in touch with you.

Thank you for your assistance. ●



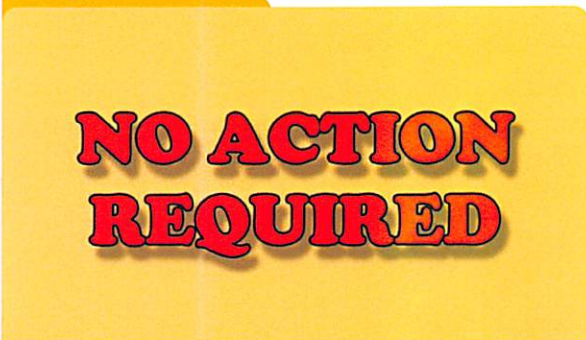
From: Sandy Garrett <sgarrett@tbpr.org>
Sent: Wednesday, March 3, 2021 4:00 PM
To: Jeff Fenton
Cc: Beverly Sharpe <bsharpe@tbpr.org>
Subject: RE: Virginia Lee Story | PLEASE DO NOT FORWARD TO CAP | Batch 1 of 2

Dear Mr. Fenton: It is my understanding that Beverly Sharpe sent you a letter requesting additional information but we have not received your response. Please respond to Ms. Sharpe's request for information and provide Ms. Sharpe with succinct facts reflecting Virginia Story's misconduct. Your cooperation is appreciated.

Sandy Garrett ●
 Chief Disciplinary Counsel ●
 Board of Professional Responsibility
 of the Supreme Court of Tennessee
 10 Cadillac Drive, Suite 220
 Brentwood, TN 37027
 Phone: 1-615-361-7500, ext. 211 or 1-800-486-5714
 Fax: 1-615-367-2480
 Email: sgarrett@tbpr.org



Virginia Story



Emails show Williamson County judge, lawyer planned vacation together

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

Tennessean.

WILLIAMSON

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

Elaina Sauber The Tennessean

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

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

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

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

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

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

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

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

Emails show Williamson County judge, lawyer planned vacation together

attorneys in those cases.

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

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

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

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

The complaint was dismissed.

Binkley did not return a request for comment.

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

'You're going to get yourself into trouble'

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

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

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

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

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

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

Emails show Williamson County judge, lawyer planned vacation together

'Just something you do'

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

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

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

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

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

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

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

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

Story did not return a call for comment.

Judges required to report some gifts

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

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

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

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

Emails show Williamson County judge, lawyer planned vacation together

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

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

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

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

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

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

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

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

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

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

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

Jeff Fenton

From: Jeff Fenton
Sent: Monday, February 22, 2021 8:04 AM
To: Sandy Garrett
Subject: RE: Virginia Lee Story | PLEASE DO NOT FORWARD TO CAP | Batch 1 of 2
Attachments: 2019-08-29 SMOKING GUN #1 - FACT CHECKING PROOF of PERJURY (compare with audio).pdf; APPLICABLE - RULES OF PROFESSIONAL CONDUCT.pdf; 2020-12-29 Narrative of BPR Complaint against Attorney Virginia Lee Story.txt

Importance: High

Hello Ms. Garrett,

I'm extremely disappointed that though I selected on your website the check-box specifying "I AM SUBMITTING THIS FORM AS A FORMAL COMPLAINT" (not an "Informal Request for Assistance"), that my complaint was still forwarded to your CAP Division (Consumer Assistance Program).

Regardless of what their last names are, if they refuse to live and function under the RULE OF LAW, then they have no place in being trusted "Members of the Court", or certainly in administering justice! I've never even been arrested, and I lost everything in my life, including my \$500k Brentwood home (now worth over \$800k), for ZERO dollars. While being rendered literally homeless and destitute, without so much as DUE PROCESS! All in just 30 minutes of the Court's time!

While Chancellor Binkley didn't question a WORD spoken by Attorney Story, while I was deprived of my rights, my beautiful Brentwood home, and all of my real property, "under color of law"! **There was no truth to be found in any of it!**

I completely understand the scope of the work and professional responsibility held by the "Board of Professional Responsibility". From what I understand, no court can discipline, suspend, and disbar an attorney for misconduct, except for your organization! Which is exactly why I have gone through great efforts to contact you and provide you with nearly 500 pages of documented evidence of grossly unethical behavior and misconduct on the part of Attorney Virginia Lee Story, as well as a number of other members of the Tennessee BAR.

As stated on your website:

"Attorneys who violate the Rules of Professional Conduct are subject to discipline, which could mean suspension of the right to practice law, or even disbarment."

This is exactly what I expected in contacting your organization, my other needs will be sought elsewhere. It has been a tremendous undertaking, to even attempt to challenge these high profile individuals, who live as though they are "ABOVE THE LAW". Which I expect is some of the apprehensions in your BOARD holding them "Accountable" to the Tennessee Rules of Professional Conduct, but that is exactly what I need from you please!

NOTICE OF JUDICIAL VACANCY

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

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

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

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

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

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

This the 6th day of July, 2023.

Williamson County Judge Michael Binkley to retire a year after reelection

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

BY MATT MASTERS

JUL 12, 2023

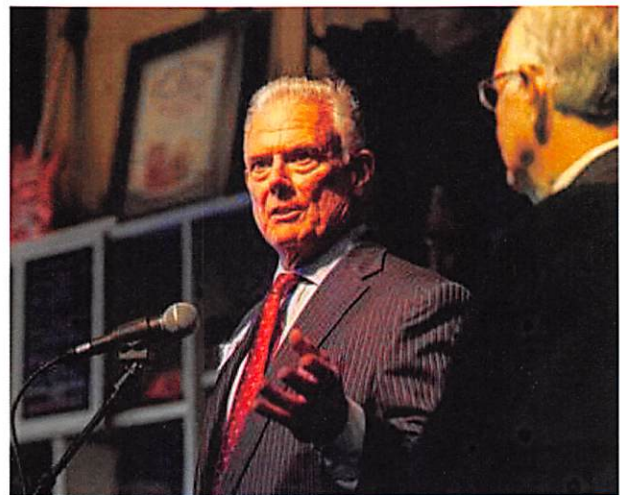
Williamson County Circuit Judge Michael W. Binkley will retire in September despite having been reelected to the bench just shy of one year ago.

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

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

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

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



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

Matt Masters

Williamson County Judge Michael Binkley to retire a year after reelection... <https://www.nashvillepost.com/politics/courts/williamson-county-judge...>

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

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

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

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

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

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

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

Matt Masters

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Region 8

- General Information
- What's New
- Regional Office
- ▶ Memphis, TN Office
- ▶ Nashville, TN Office
- ▶ Chattanooga, TN Office
- ▶ Lexington, KY Office
- ▶ Louisville, KY Office

UST - REGION 8

Federal Judicial Districts Established for the Districts of Tennessee and Kentucky

The United States Trustee Program is a component of the U.S. Department of Justice that supervises the administration of bankruptcy cases. The United States Trustee for Region 8 serves the federal judicial districts established for the Districts of Tennessee and Kentucky. The regional office is located in Memphis, TN. The links on this site contain information about the regional office of the United States Trustee and the field offices within Region 8.



IMPORTANT NOTICES

USTP FORMS FOR THE FILING OF PERIODIC OPERATING REPORTS IN NON-SMALL BUSINESS CHAPTER 11 CASES NOW EFFECTIVE

Wednesday, July 21, 2021

On June 21, 2021, the United States Trustee Program's rule titled Procedures for Completing Uniform Periodic Reports in Non-Small Business Cases Filed Under Chapter 11 of Title 11, (28 C.F.R. § 58.8) became effective. The Final Rule governs the filing of pre-confirmation monthly operating reports (MORs) and quarterly post-confirmation reports (PCRs) by all debtors except those who are small business debtors or who, in accordance with the CARES Act, elect relief under subchapter V of chapter 11. To obtain the required MOR and PCR forms, instructions for completing and filing MOR and PCR forms, and other important information, please visit the United States Trustee Program's Chapter 11 Operating Reports resource page at www.justice.gov/ust/chapter-11-operating-reports.

U.S. TRUSTEE PROGRAM EXTENDS TELEPHONIC OR VIDEO SECTION 341 MEETING

Friday, August 28, 2020

The U.S. Trustee Program has extended the requirement that section 341 meetings be conducted by telephone or video appearance to all cases filed during the period of the President's "Proclamation on Declaring a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak" issued March 13, 2020, and ending on the date that is 60 days after such declaration terminates. However, the U.S. Trustee may approve a request by a trustee in a particular case to continue the section 341 meeting to an in-person meeting in a manner that complies with local public health guidance, if the U.S. Trustee determines that an in-person examination of the debtor is required to ensure the completeness of the meeting or the protection of estate property. This policy may be revised at the discretion of the Director of the United States Trustee Program.

U.S. TRUSTEE PROGRAM EXTENDS TELEPHONIC SECTION 341 MEETINGS TO CASES FILED THROUGH MAY 10, 2020

Wednesday, April 1, 2020

The U.S. Trustee Program is extending the requirement that section 341 meetings be conducted only through telephonic or other alternative means not requiring in-person appearance to all cases filed through May 10, 2020. Appropriate notice will be provided to parties in accordance with bankruptcy law and rules.



**U.S. TRUSTEE PROGRAM
REGION 8**

LEADERSHIP
Paul A. Randolph
Acting United States Trustee

CONTACT
Office of The U. S. Trustee
(901) 544-3251

Paul A. Randolph
Forwarded Referral To:

Megan Seliber
Trial Attorney, Office of
the United States Trustee

(615) 695-4060 (office)
megan.seliber@usdoj.gov

318 Customs House,
701 Broadway
Nashville, TN 37203

**19-02693 Fenton: Fraud
Referral**

Paul A. Randolph (USTP)

Acting United States Trustee
Region 8 (Nashville)

202-590-8690 (work cell)
901-544-3251 (office)
314-539-2990 (fax)

paul.a.randolph@usdoj.gov

Assistant U.S. Trustee
Eastern District of Missouri
(Region 13)

**19-02693 Fenton: Fraud
Referral**

U.S. Trustee Program

- About Bankruptcy & the United States Trustee Program
- Nationwide Office Locator
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- Approved Debtor Education Providers

Quick Links

- What's New
- Employment Opportunities
- Chapter 11 Quarterly Fees Schedule

U.S. Bankruptcy Courts

Jeff Fenton

From: Randolph, Paul (USTP) <Paul.A.Randolph@usdoj.gov>
Sent: Tuesday, January 18, 2022 11:45 AM
To: Jeff Fenton
Subject: RE: [EXTERNAL] Fraud Upon the Court, Conspiracy Against Rights, Deprivation of Rights & Property Under Color of Law, ADA, FED, & HUD Violations - Protecting Disabled, Vulnerable, and Aged from Financial Exploitation: ALL Started with a Falsified Secret BK

Mr. Fenton:

I have received your six emails and will send them to our Nashville office to review. Please note that neither the U.S. Trustee nor any of its employees can provide you with legal representation or advice. You should take whatever legal steps you deem appropriate to protect your interests. Thank you for your referral.

Paul Randolph

Paul A. Randolph

Acting United States Trustee
Region 8 and
Assistant U.S. Trustee
Eastern District of Missouri (Region 13)
202-590-8690 (work cell)
314-539-2990 (fax)

Jeff Fenton

From: Seliber, Megan (USTP) <Megan.Seliber@usdoj.gov>
Sent: Tuesday, March 15, 2022 6:08 PM
To: Jeff Fenton
Subject: Fenton 19-02693: sale motion complaint
Attachments: fenton 319-02693 deed.pdf

IF the BANKRUPTCY COURT had OBEYED the FRBP, then the Bankruptcy Trustee would have been FORCED by the Federal Bankruptcy Court or the Federal District Court to REMOVE the Marital Residence from my Ex-wife's "BANKRUPTCY ESTATE" as a "BURDENSOME ASSET" long before I ever even MET Judge Binkley! BOTH my INTERESTS and my TENANT'S LEASEHOLD INTERESTS were PROTECTED under Federal Bankruptcy Laws!

Mr. Fenton,

I further investigated your complaint that you were not given notice of the motion to sell 1986 Sunnyside Drive as a co-owner in bankruptcy court. I confirmed that you did not receive notice. ~~Because Judge Binkley gave your ex wife the power to close the sale in family court, it does not appear that any objection in bankruptcy court would have been availing even if you had been given notice.~~ For your records, I've attached the warranty deed and the family court order that was recorded.

Although you are welcome to seek bankruptcy counsel to investigate the matter further, ~~I believe that because the family court had dual jurisdiction over the property, you will need to seek any further remedy in state court. As the property has already been sold to a third party purchaser, it is also unclear if any remedies would be available.~~

This concludes my investigation into your complaint.

Best,



Megan Seliber
Trial Attorney, Office of the United States Trustee
318 Customs House, 701 Broadway
Nashville, TN 37203
(615) 695-4060

The State Court DID NOT have DUAL JURISDICTION, that is a LIE! The Federal Court always has ORIGINAL JURISDICTION, and usually EXCLUSIVE JURISDICTION over all property, where it sits, as it sits, upon the day the BANKRUPTCY IS FILED!

The State Court is actually SPECIFICALLY FORBIDDEN from taking Jurisdiction over the property because of the circumstances, and the Bankruptcy having been filed 39-DAYS before the DIVORCE!

REMEDIES are ALWAYS available for RACKETEERING and FRAUD, especially with as many bad-actors, in a Conspiracy to intentionally CIRCUMVENT the FRBP and FEDERAL BANKRUPTCY LAWS via CRIMES UNDER COLOR OF LAW, without EQUAL or DUE PROCESS, in a Corrupt State Court!

The CRIMINAL EVIDENCE of CONSPIRACY AGAINST RIGHTS (AND PROPERTY) UNDER COLOR OF LAW, FRAUD UPON BOTH COURTS, HOBBS ACT EXTORTION, and a BUNCH OF FEDERAL BANKRUPTCY CRIMES is ALL in the TIME-LINE:

DAYS between when BANKRUPTCY WAS FILED on 4/26/2019 and when DIVORCE was FILED on 6/04/2019: 39-DAYS

DAYS between when BANKRUPTCY WAS FILED on 4/26/2019 and when I was SERVED DIVORCE PAPERS 6/15/2019: 50-DAYS

DAYS between when BANKRUPTCY WAS FILED on 4/26/2019 and when fraudulent "Order of Protection Ex Parte was Served on 6/20/2019: 55-DAYS


DAYS between when BANKRUPTCY was FILED on 4/26/2019 and when I had my FIRST HEARING in CHANCERY COURT on 8/1/2019: 97-DAYS (The Bankruptcy Attorney HAD TO KNOW this far in ADVANCE, that Judge Binkley would "PLAY BALL"!) Otherwise the Bankruptcy Attorney would have gotten CAUGHT filing a FRAUDULENT BANKRUPTCY PETITION, as would the TRUSTEE. The Bankruptcy Attorney would have been responsible for all losses, faced serious sanctions, and removal from office! She HAD TO KNOW that Judge Binkley would illegally FORCE THE AUCTION OF MY HOME, on my VERY FIRST DAY in Court, before she could WAIT for 97-DAYS for what she was REQUIRED to do within the first 14-DAYS of FILING the FRAUDULENT BANKRUPTCY!

DAYS between when BANKRUPTCY WAS FILED on 4/26/2019 and when I was FORCEFULLY EVICTED from my home on 9/3/2019: 130-DAYS

Mail

Book 5313

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 \$ 324,360.00

Jeffrey R. Fenton
 Agent

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 01700195			0131-A-035.00-000		
Brentwood, TN 37027			Brentwood, TN 37027					
(CITY)	(STATE)	(ZIP)	(CITY)	(STATE)	(ZIP)			

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

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

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

Land in Williamson County, Tennessee, being Lot No. 29 on the Plan of Section 3, Sunny Side Estates of record in Plat Book 5, Page 67 as amended in Book 330, Page 844, in the Register's Office for Williamson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property

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

Being the same property conveyed to Jeffrey R. Fenton and wife, Fawn ████ Fenton by Warranty deed from Mangel Jerome Terrell and wife, Colette Keyser of record in Book 5313, page 452, Register's Office for Williamson County, Tennessee, dated April 29, 2011 and recorded on May 12, 2011.

Being the same property conveyed to Fawn ████ Fenton by Quitclaim deed from Jeffrey R. Fenton of record in Book 6541, page 771, Register's Office for Williamson County, Tennessee, dated August 18, 2015 and recorded on August 20, 2015.


Being the same property conveyed to Jeffrey R. Fenton and wife, Fawn ████ Fenton by Quitclaim deed from Fawn ████ Fenton of record in Book 7314, page 759, Register's Office for Williamson County, Tennessee, dated August 21, 2015 and recorded on March 13, 2018 and Scriveners Affidavit recorded in Book 7354, Page 915. Fawn ████ Fenton was granted authority to sign this deed and convey this property without husband's signature in Orders dated August 29, 2019, and October 10, 2019, in Case No. 48419B Chancery Court of Williamson County, Tennessee.

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

This is UNIMPROVED
 IMPROVED property known as 1986 Sunnyside Drive, Brentwood, TN 37027.

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

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

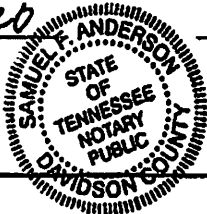

Fawn Fenton

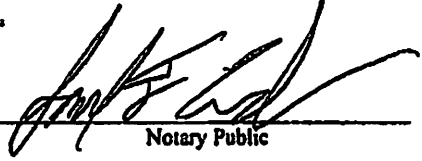
STATE OF TENNESSEE
COUNTY OF WILLIAMSON

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

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

My Commission expires: 11/3/20




Notary Public

BK: 7790 PG: 959-960	
19045384	
2 PUBAL-DEED	
028604	
10/30/2019 - 09:50 AM	
BATCH	625604
MORTGAGE TAX	0.00
TRANSFER TAX	1209.13
RECORDING FEE	10.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	1213.13
STATE OF TENNESSEE, WILLIAMSON COUNTY	
SHERRY ANDERSON	

RECEIVED BY
Judge
Date 8-29-19

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

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

2019 AUG 29 PM 2:34

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

ORDER FROM AUGUST 29, 2019 HEARING

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

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

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

PREPARED BY *Maal* RETURNED TO
BANKERS TITLE & TRUST CO. OW CORP
5107 MARYLAND WAY
STE 115
BRENTWOOD TN 37027

STATE OF TENNESSEE
WILLIAMSON COUNTY
I, THE UNDERSIGNED CLERK & MASTER, DO
HEREBY CERTIFY THIS TO BE A TRUE COPY
OF THE ORIGINAL OF THIS INSTRUMENT
FILED IN THIS CAUSE.
Elaine B. Beeler
ELAINE B. BEELER, Clerk & Master



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

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



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

ENTERED on this 29th day of August 2019.


MICHAEL W. BINKLEY, JUDGE

APPROVED FOR ENTRY:



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

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

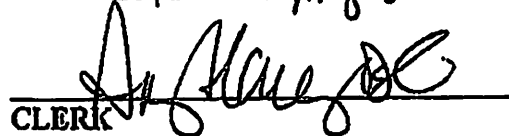
CERTIFICATE OF SERVICE

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


VIRGINIA LEE STORY

CLERK'S CERTIFICATE OF SERVICE

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


CLERK

BK: 7790 PG: 956-958
19045383

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

STATE OF TENNESSEE, WILLIAMSON COUNTY
SHERRY ANDERSON
REGISTERED PROFESSIONAL



13

AO 91 (Rev. 11/11) Criminal Complaint

UNITED STATES DISTRICT COURT

for the

Middle District of Tennessee

United States of America

v.

Case No. 3:18mj3002

Cason Moreland

Defendant(s)

CRIMINAL COMPLAINT

I, the complainant in this case, state that the following is true to the best of my knowledge and belief.

On or about the date(s) of Feb. 1, 2017 to Feb. 14, 2018 in the county of Davidson in the Middle District of Tennessee, the defendant(s) violated:

Code Section	Offense Description
18 U.S.C. 1512	Tampering with a witness, victim, or an informant
18 U.S.C. 1519	Destruction, alteration, or falsification of records in Federal investigations

**Managed out of the Memphis Field Office
"Nashville Resident Agency" (Satellite)**
2868 Elm Hill Pike, Nashville, TN 37214

FBI Special Agent Mark Shafer
Email: mshafer@fbi.gov
Phone: (615) 232-7513

This criminal complaint is based on these facts:
See the attached Affidavit of FBI Special Agent Mark Shafer.

Continued on the attached sheet.

Mark Shafer
Complainant's signature

FBI Special Agent Mark Shafer
Printed name and title

Sworn to before me and signed in my presence.

Date: 02/28/2018

City and state: Nashville, TN

Joe B. Brown
Judge's signature

Magistrate Judge Joe B. Brown
Printed name and title

AO 91 (Rev. 11/11) Criminal Complaint

UNITED STATES DISTRICT COURT

for the

Middle District of Tennessee

United States of America

v.

Case No. 3:18mj3002

Cason Moreland

Defendant(s)

CRIMINAL COMPLAINT

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**Managed out of the Memphis Field Office
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2868 Elm Hill Pike, Nashville, TN 37214

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Mark Shafer
Complainant's signature

FBI Special Agent Mark Shafer
Printed name and title

Sworn to before me and signed in my presence.

Date: 02/28/2018

City and state: Nashville, TN

Joe B. Brown
Judge's signature

Magistrate Judge Joe B. Brown
Printed name and title

Memphis — FBI

https://www.fbi.gov/contact-us/field-offices/memphis

An official website of the United States government. Here's how you know

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Featured Story

FBI Honors Fallen During 2022 Police Week Events



As the nation recognizes Police Week, FBI Director Christopher Wray expressed his gratitude to law enforcement officers nationwide.

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- 06.14.2022 [Former Memphis Police Officer Indicted for Sexually Assaulting a Female Crime Victim](#)
- 06.07.2022 [Memphis Man Sentenced to 11 Years for Leading Role in Cocaine Distribution Conspiracy](#)

Contact Us

225 North Humphreys Boulevard
Suite 3000
Memphis, TN 38120
(901) 747-4300

Special Agent in Charge



Douglas Korneski

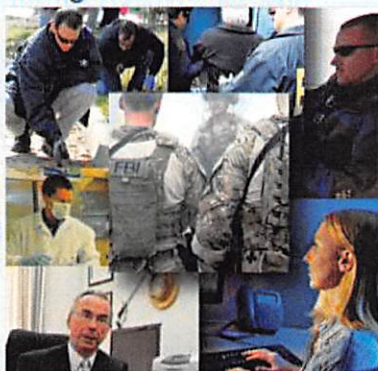
Assistant Special Agents in Charge

- Jeremy N. Baker
- Matt Foster
- Bryan McCloskey

Reporting Crime

You can report suspicious activities and crime by contacting your local FBI office 24 hours a day, seven days a week. You can also submit a tip electronically at tips.fbi.gov.

Hiring and Recruitment



Visit FBIJobs.gov for information on current hiring and recruitment opportunities, including internships and collegiate hiring.

Tweets by @FBIMemphis

FBI Memphis @FBIMemphis

The #FBI wants to prevent you from becoming victims of virtual kidnapping for ransom schemes. Victims get calls from criminals claiming to have kidnapped their loved ones and threaten to harm them unless a ransom is paid. Learn more here: ow.ly/rBAz50JGTKu.



Embed View on Twitter

Resident Agencies

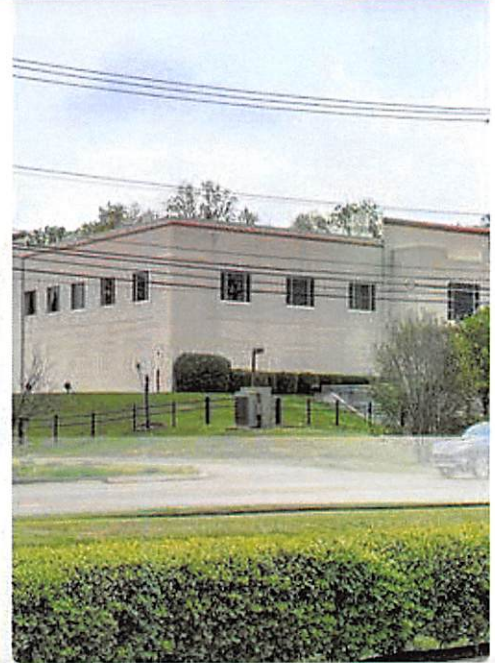
Along with our main office in Memphis, we have five satellite offices, known as resident agencies, in the area.

- Clarksville ▶
- Columbia ▶
- Cookeville ▶
- Jackson ▶
- Nashville ▼

Counties covered: Davidson, Sumner, Rutherford, and Williamson



FBI.gov Contact Center



Details

Contacts

Documents

Tax

Location

FBI Building Off-Market

2868 Elm Hill Pike, Nashville, TN 37214

Property Type
Office - Government Office

Property Size
31,000 SF

Lot Size
3 Acre

Parking Spaces Avail.
136

Parking Ratio
4.40/ 1,000 SF

Property Tenancy
Single Tenant

Building Class
B

Year Built
2005

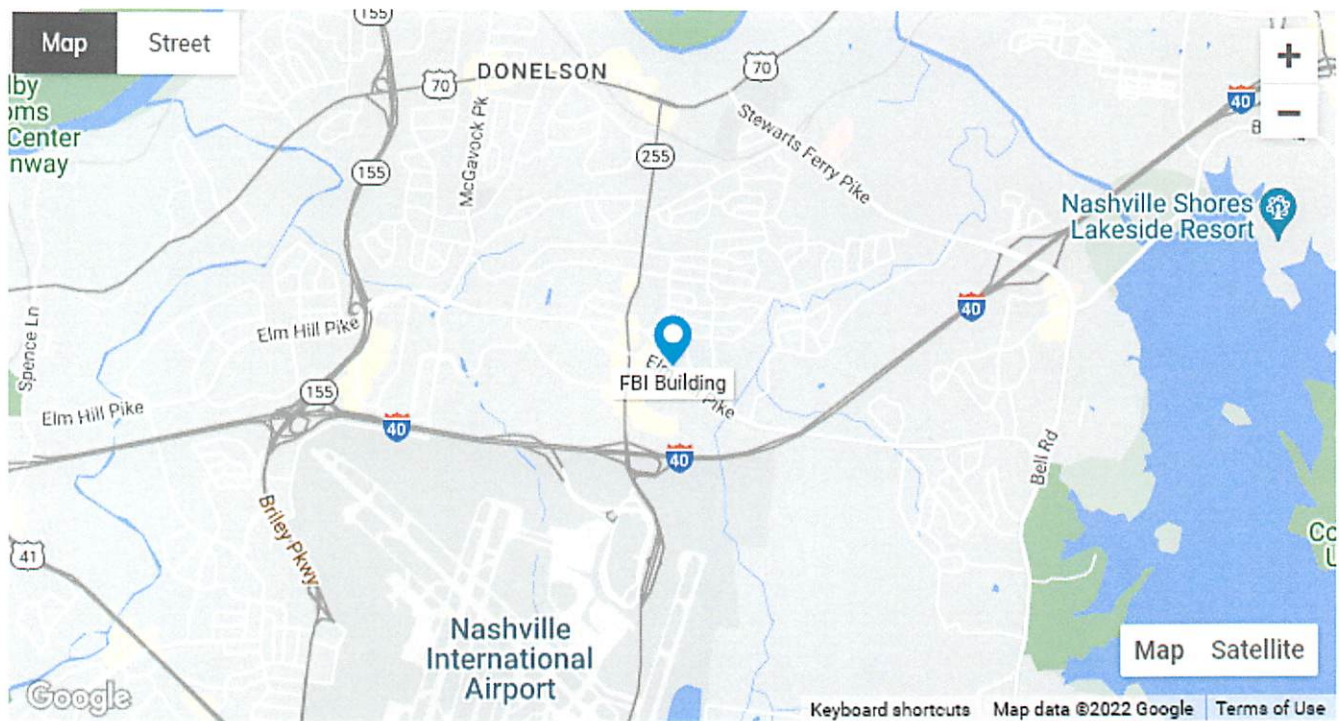
Sales

Purchase Date
13 Jan, 2022

Purchase Price



Location



Frequently Asked Questions

What is the total square footage of FBI Building?

FBI Building totals 31,000 square feet.

When was this property built?

FBI Building was built in 2005.

When was FBI Building last sold?

FBI Building was last sold on 13 Jan, 2022.

FBI Building, Nashville, TN 37214 - Office Space

FBI Building is located at 2868 Elm Hill Pike in the Donelson neighborhood, TN, Nashville, 37214. The Class B Office building was completed in 2005 and features a total of 31,000 SF.

Case Summary

3:18-mj-03002 All Defendants USA v. Moreland

Date filed: 02/28/2018

Date of last filing: 03/14/2018

Cason Moreland (1)

Office: Nashville

County: Davidson

Other Court Case: None

Filed: 02/28/2018

Terminated:

Reopened:

Complaint

Citation:

Offense Level: 4

18:1512 Tamper with a witness, victim or informant, 18:1519 Destruction, alteration, or falsification of records in a federal investigation

Defendant Custody Status: Custody This Court

Defendant: Cason represented Peter J. Strianse(Designation Retained) **Phone:**(615) 244-2770

Moreland by

Fax: (615) 244-2778

Email: pstrianse@tewlawfirm.com

Plaintiff: USA represented Cecil W. VanDevender(Designation

by Assistant US Attorney)

Phone:(615) 401-6595

Fax: (615) 401-6626

Email: cecil.vandevender@usdoj.gov

AO 91 (Rev. 11/11) Criminal Complaint

UNITED STATES DISTRICT COURT

for the

Middle District of Tennessee

United States of America

v.

Cason Moreland

Defendant(s)

Case No. 3:18mj3062

CRIMINAL COMPLAINT

I, the complainant in this case, state that the following is true to the best of my knowledge and belief.

On or about the date(s) of Feb. 1, 2017 to Feb. 14, 2018 in the county of Davidson in the Middle District of Tennessee, the defendant(s) violated:

Table with 2 columns: Code Section, Offense Description. Rows include 18 U.S.C. 1512 and 18 U.S.C. 1519 with descriptions of tampering and destruction of records.

This criminal complaint is based on these facts:

See the attached Affidavit of FBI Special Agent Mark Shafer.

Continued on the attached sheet.

Handwritten signature of Mark Shafer

Complainant's signature

FBI Special Agent Mark Shafer

Printed name and title

Sworn to before me and signed in my presence.

Date: 02/28/2018

City and state: Nashville, TN

Handwritten signature of Joe B. Brown

Judge's signature

Magistrate Judge Joe B. Brown

Printed name and title

STATEMENT IN SUPPORT OF COMPLAINT

I, Mark Shafer, being duly sworn, deposes and states as follows:

1. I am a Special Agent with the Federal Bureau of Investigation (“FBI”) and have been so employed for twenty years. As a Special Agent, I am charged with the responsibility of investigating violations of the laws of the United States Code, including, but not limited to, violations of Title 18, United States Code, Sections 666 (federal programs theft/bribery), 1341, 1343, and 1346 (honest services fraud), 1951 (Hobbs Act extortion under color of official right), as well as Sections 1503, 1510, 1512, 1513, and 1519 (obstruction of justice), and collecting evidence in matters in which the United States is or may be a party of interest. I have received specialized training to perform those official duties and responsibilities. I have been exposed to a variety of investigative techniques and resources, which include, but are not limited to, physical surveillance, electronic surveillance, monitoring court-authorized wiretaps, managing the use of confidential sources (“CS”), consensual monitoring of conversations, the use of vehicle tracking devices, conducting searches of physical locations, and conducting searches of electronic storage media, e.g., computers, cell phones, and other digital storage devices, all of which may be utilized to retain information such as, among other things, documents, e-mails, text messages, pictures, voice notes, contact lists and call logs.

2. I have personally participated in the investigation set forth below. I am familiar with the facts and circumstances of the investigation from discussions with Special Agents and Analysts with the FBI; from my discussions with witnesses involved in the investigation; from my review of recordings made during the course of the investigation; and from my review of other records and reports relating to the investigation. Unless otherwise noted, wherever in this affidavit I assert that a statement was made, the information was provided by an FBI Special Agent or Analyst, or a witness who may have had either direct or hearsay knowledge of that statement and

to whom I or others have spoken or whose reports I have read and reviewed. Such statements are among many statements made by others and are stated in substance and in part unless otherwise indicated. Where statements from recorded calls or meetings are set forth in quotation marks, these quotes represent an attempt at rough transcription based on the recordings, which have not been officially transcribed. This affidavit does not contain all the information known to me regarding this investigation but only what I believe to be sufficient facts for the sole purpose of establishing probable cause for the arrest of Cason (“Casey”) MORELAND. Therefore, I have not set forth each and every fact that I have learned during the course of this investigation. Facts not set forth herein are not being relied upon in reaching my conclusion that an arrest warrant should be issued. Nor do I request that the Court rely on any facts not set forth herein.

3. This affidavit is presented in support of an arrest warrant for Cason (“Casey”) MORELAND, and a complaint charging that, beginning in or about February 2017 and continuing on through at least February 13, 2018, in the Middle District of Tennessee and elsewhere, MORELAND did knowingly obstruct justice through destruction of records, in violation of Title 18, United States Code, Sections 1519 and 2, and attempt to obstruct justice through witness tampering, in violation of Title 18, United States Code, Section 1512(b)(1).

THE FEDERAL CRIMINAL INVESTIGATION INTO MORELAND

Background of the Investigation & Indictment

4. Until on or about April 4, 2017, MORELAND was a Judge on the General Sessions Court of Metropolitan Nashville & Davidson County, Tennessee. MORELAND presided over Division X of the General Sessions Court and heard civil, criminal, and traffic cases. MORELAND had previously served as Presiding Judge of the General Sessions Court and directed the administration of two specialized court programs—the General Sessions Drug Treatment Court

(now known as the General Sessions Recovery Court), and the Cherished H.E.A.R.T.S. program—until his resignation from those positions on or about February 3, 2017.

5. On or about January 25, 2017, the FBI opened a federal criminal investigation into whether MORELAND and others violated federal anti-corruption statutes, including 18 U.S.C. Sections 1341, 1343, and 1346 (honest services fraud); and 18 U.S.C. Section 1951 (Hobbs Act extortion under color of official right).

6. In or about February 2017, a federal grand jury in the Middle District of Tennessee began to investigate whether MORELAND and others had violated federal anti-corruption laws. The grand jury issued its first subpoena in furtherance of the investigation on or about February 15, 2017.

7. The federal criminal investigation initially centered on allegations that MORELAND solicited, accepted, and extorted things of value—including sexual favors, travel, and lodging—from persons with whom he had close personal relationships, in return for performing official acts that benefitted these persons and their associates. As described in greater detail below, the federal criminal investigation also encompasses allegations that MORELAND participated in a scheme to steal, for his own personal use, funds belonging to the Davidson County Drug Court Foundation (the “Drug Court Foundation”),¹ in violation of 18 U.S.C. Section 666.

8. On or about March 28, 2017, I submitted a criminal complaint in the Middle District of Tennessee, stating that MORELAND had violated 18 U.S.C. Sections 1510, 1512, and 1513; on or about April 26, 2017, a federal grand jury in the Middle District of Tennessee returned a five-count indictment, alleging that MORELAND had violated 18 U.S.C. Sections 2, 1510(a), 1512(b)(3), 1512(c)(2), 1513(e), and 1519 by, among other things, attempting to persuade and

¹ The Drug Court Foundation is now known as the Tennessee Recovery Foundation.

bribe a woman with whom he had had a sexual relationship to sign an affidavit containing false statements, and scheming to plant drugs in that woman's car to discredit her. Specifically with respect to the bribe, the indictment alleges that on or about March 11, 2017, MORELAND provided \$5,100 in cash to be used to persuade the woman to sign the affidavit, and that he provided an additional \$1,000 in cash later that same day. The indictment is pending in the Middle District of Tennessee.

MORELAND's Knowledge of the Investigation in February 2017

9. There is probable cause to believe that MORELAND was well aware of the federal investigation in February 2017.

10. On or about February 1, 2017, FBI agents, identifying themselves as such, made contact with MORELAND and attempted to interview him. CS-1, discussed in more detail below, was present and observed FBI agents contacting MORELAND. MORELAND advised the agents to speak to his attorney. MORELAND's attorney then contacted the U.S. Attorney's Office.

11. On or about February 23, 2017, MORELAND's attorney met with the U.S. Attorney's Office to discuss the status of the criminal investigation.

12. On or about February 7, 2017, the local media publicly reported the existence of the federal criminal investigation into MORELAND's conduct. *See* Stacey Barchenger, *FBI Looks Into Allegations Involving Nashville Judge Casey Moreland*, THE TENNESSEAN, Feb. 7, 2017; Ben Hall & Phil Williams, *FBI Investigates Nashville Judge's Relationships*, NEWSCHANNEL 5, Feb. 7, 2017.

**MORELAND'S RELATIONSHIPS WITH
THE DRUG COURT FOUNDATION AND CS-1**

The Drug Treatment Court & the Drug Court Foundation

13. The General Sessions Drug Treatment Court was a program designed to address certain criminal defendants' substance abuse issues by, among other things, referring them to, and monitoring their participation in, outpatient drug treatment and counseling programs. MORELAND oversaw the Drug Treatment Court before resigning from that position. Numerous others assisted MORELAND as part of a "team" monitoring Drug Treatment Court participants' progress, including representatives from the local Office of the District Attorney General, the Public Defender's Office, and treatment providers.

14. The Drug Court Foundation was created in or about 2009 as an independent nonprofit entity organized under 26 U.S.C. Section 501(c)(3). Although it was ostensibly managed by a Board of Directors, of which MORELAND was not a member, MORELAND took an active role in the Drug Court Foundation's management. Additionally, MORELAND's judicial assistant (employed in that position by Metropolitan Government of Nashville and Davidson County) was employed by the Drug Court Foundation as its bookkeeper. In that capacity, MORELAND's judicial assistant controlled the Drug Court Foundation's checkbook and had authority to write checks on its behalf.

15. In or about 2012, the Drug Court Foundation launched the Court Foundation Center.² The Court Foundation Center was an outpatient treatment facility designed to provide substance abuse counseling services, in the form of group sessions held approximately three times

² The Court Foundation Center is now known as the Tennessee Center for Change.

each week. The day-to-day manager of the Court Foundation Center was CS-1, who conducted various administrative and managerial tasks and personally ran some group counseling sessions.

16. The vast majority of participants in the Court Foundation Center's treatment services were referred there by the General Sessions Drug Treatment Court team, over which MORELAND presided. Costs associated with these participants, including an hourly wage for CS-1 (up to an agreed-upon cap based on the availability of funds), were reimbursed by the Drug Court Foundation.³ Invoices for the Court Foundation Center's costs were routinely submitted to MORELAND's judicial assistant, who would routinely write checks from the Drug Court Foundation in response.

17. In addition to participants referred by the Drug Treatment Court team, the Court Foundation Center treated people who were not before the Drug Treatment Court, such as certain individuals charged with driving under the influence of alcohol who were eligible to participate in an outpatient treatment program in exchange for a reduction in their prison sentences. These individuals, known as "self-pay" clients, were required to pay for their treatment in cash or via money order; self-pay clients were initially charged approximately \$500 for a six-month course of outpatient counseling sessions, although at some point that amount increased to approximately \$750. However, self-pay clients participated in the same group counseling sessions as participants referred from Drug Treatment Court; thus, expenses associated with their treatment such as rent, utilities, and an hourly wage for CS-1 were effectively paid by the Drug Court Foundation.

³ For a period after the Court Foundation Center was created, funding from the Drug Court Foundation was occasionally inadequate to cover the costs associated with all participants, and the Court Foundation Center effectively treated some participants for free.

18. Court Foundation Center staff maintained records of attendance at counseling sessions by all participants (“attendance logs”), as well as records reflecting payments by self-pay clients (“receipts”).

MORELAND’s and CS-1’s Arrangement to Keep Cash⁴

19. Until in or about 2016, with MORELAND’s knowledge and approval, CS-1 kept the cash paid by self-pay clients for herself in addition to billing the Drug Court Foundation for her time. Between the creation of the Court Foundation Center and the end of 2016, the volume of self-pay clients increased, and by early 2016 CS-1 was keeping thousands of dollars in cash each month.

20. In or about spring 2016, CS-1 became uncomfortable with the large quantities of cash she was taking, and she approached MORELAND with her concerns. MORELAND suggested that CS-1 begin bringing him half of the cash she kept each month: he told her to bring half of the cash in an envelope to his personal office in the General Sessions courthouse. CS-1 complied, bringing MORELAND half of the cash from self-pay clients she received each month, typically leaving a plain white envelope containing the cash on MORELAND’s desk while MORELAND himself was not present.

21. Later in 2016, CS-1 returned to MORELAND and again expressed discomfort with the cash she was taking. CS-1 told MORELAND that, instead of keeping cash from self-pay clients, she would prefer to be permitted to submit invoices for all of her hours worked without having to reduce them to a specified limit. MORELAND agreed, telling CS-1 that she could submit invoices for all of her hours worked, and that in exchange CS-1 should begin delivering all

⁴ Unless otherwise indicated, the facts recounted in this section are based on CS-1’s account of events.

of the cash she received from self-pay clients to him. CS-1 began doing so, again typically leaving a plain white envelope containing the cash on MORELAND's desk while MORELAND was absent from his office.

22. CS-1's payments to MORELAND continued until in or about February 2017, as the federal investigation was underway.

MORELAND's Request that CS-1 Store Cash⁵

23. In or about February 2017, CS-1 and MORELAND were both present in the General Sessions courthouse, having participated in a Drug Treatment Court meeting. MORELAND asked CS-1 to meet him in the building's parking garage following the meeting; in the parking garage, he handed her an envelope full of cash, which appeared to CS-1 to be identical to the envelopes full of cash she had routinely brought to MORELAND's office. MORELAND told CS-1 to hold onto the money, and to buy a lockbox in which to store it. On or about February 15, 2017, CS-1 purchased a lockbox (after texting a picture of the lockbox to MORELAND for MORELAND's approval) and kept the cash MORELAND had given her inside the lockbox, which she stored in a filing cabinet at the Court Foundation Center. CS-1 sought and obtained reimbursement for her purchase of the lockbox from MORELAND's judicial assistant.

24. Several weeks later, in or about March 2017, MORELAND contacted CS-1 and asked her to bring him the cash at his sister's house. CS-1 brought him the cash as requested. MORELAND removed the cash from the envelope and counted it in front of CS-1; the total amount of cash in the envelope came to approximately \$6,000, and the denominations of the bills were consistent with the denominations of the bills CS-1 routinely brought to MORELAND's office.

⁵ Unless otherwise indicated, the facts recounted in this section are based on CS-1's account of events.

25. MORELAND told CS-1 that the money would ensure “she told the truth,” or words to that effect. Based on the timing and context of that conversation, I believe it is reasonable to conclude that MORELAND was referring to the bribe payment referred to above in paragraph 8 in connection with a draft affidavit.

**MORELAND’S SCHEME TO DESTROY
COURT FOUNDATION CENTER RECORDS⁶**

26. In or about mid-February 2017, MORELAND and CS-1 discussed the records that the Court Foundation Center maintained. MORELAND suggested that CS-1 destroy all records that would reflect cash paid to the Court Foundation Center: specifically with respect to those records, MORELAND told CS-1 words to the effect of: “Make sure everything is taken care of.” CS-1 believed based on that conversation that MORELAND wanted those records to be inaccessible to law enforcement.

27. On or about March 2, 2017, CS-1 gathered up the Court Foundation Center’s receipts and attendance logs covering the period from approximately 2012 through approximately 2016. CS-1 tore up those records into pieces and deposited the pieces in a dumpster behind the Court Foundation Center building.

28. Following CS-1’s destruction of the Court Foundation Center’s records, MORELAND and CS-1 had another conversation, during which MORELAND asked CS-1 whether “everything was taken care of over there,” or words to that effect. CS-1 informed MORELAND that the records were destroyed, and MORELAND responded approvingly.

29. Following that interaction, CS-1 and MORELAND continued to stay in touch with one another, including on occasion by meeting in person for lunch. These contacts included a

⁶ Unless otherwise indicated, the facts recounted in this section are based on CS-1’s account of events.

lunch meeting between the two of them on or about December 22, 2017, and a series of text messages regarding a potential future lunch meeting between the two of them on or about January 22, 2018. -

**MORELAND'S RECORDED CONVERSATIONS WITH CS-1
AND HIS ATTEMPT TO INFLUENCE CS-1'S TESTIMONY**

30. Beginning on or about January 29, 2018, CS-1 met several times with FBI agents conducting the above-described investigation. CS-1 agreed to meet and consensually record a conversation with MORELAND. At the FBI's direction, CS-1 arranged to meet with MORELAND for lunch on or about February 9, 2018, by telling him that she wanted to talk about having been approached by federal investigators. CS-1 agreed to tell MORELAND that she had been subpoenaed to testify before a grand jury, and to express concerns that investigators would learn about the cash she had brought MORELAND from the self-pay clients. In addition to that recorded conversation during the lunch meeting, CS-1 consensually recorded a telephone call with MORELAND after their lunch on or about February 9, 2018; exchanged text messages with MORELAND following the telephone call on or about February 9, 2018; consensually recorded a telephone call with MORELAND on or about February 13, 2018; and consensually recorded a telephone call with MORELAND on or about February 14, 2018.

31. On or about February 9, 2018, during their consensually recorded conversation at lunch, CS-1 told MORELAND that she had received a subpoena for the "Wednesday [i.e., February 14, 2018] grand jury." MORELAND repeatedly pressed CS-1 for details of what the FBI had asked her,⁷ and during the subsequent consensually recorded telephone call he asked her

⁷ In response to one such inquiry, CS-1 told MORELAND that investigators "asked about—they want all the receipts and books and all of that, and the receipt book, of course, is gone, you know, like we talked about last time. But there is an attendance log, and that shows all of the people that—cash people." MORELAND replied, "Just 'cause they came don't mean they paid."

to call him after she testified before the grand jury. MORELAND further requested that she provide him with a copy of all documents she produced in response to the grand jury subpoena. When CS-1 advised him that the full document production would be voluminous, MORELAND asked that she instead provide him with a list of documents produced.

32. During the lunch meeting on or about February 9, 2018, and in various recorded conversations that followed, CS-1 repeatedly told MORELAND that she was concerned about whether anyone else knew that she had delivered envelopes full of cash to his office. At certain points, MORELAND denied any knowledge of these cash payments. At other points, however, MORELAND responded in ways that indicated he was in fact well aware of them. For example:

- a. On or about February 9, 2018, CS-1 asked MORELAND whether particular named individuals knew about her bringing cash to him in his office. In response, MORELAND assured her that “not a soul” knew, “not even Jackie.” I believe that MORELAND’s reference to “Jackie” was a reference to his wife.
- b. On or about February 9, 2018, CS-1 told MORELAND that she was worried that there would be “cameras or something” that would show her putting envelopes on his desk. In response, MORELAND stated, “I had stuff put on my desk all the time.”
- c. On or about February 14, 2018, CS-1 told MORELAND that she had just testified in front of the grand jury and had “told them about me collecting the cash, about me giving you cash, about the lockbox, about me bringing cash out to your sister’s

CS-1 asked, “But what if they know it? What if they contact those people?” MORELAND responded, “That’s a lot of contacting.”

house. I told them all of it.” After a long pause, MORELAND responded, “All right.”

33. During the lunch meeting on or about February 9, 2018, and in various recorded conversations that followed, CS-1 also repeatedly asked MORELAND what she should do about the fact that she, while acting at his direction, had destroyed the receipt book containing records of the clients who had paid cash. MORELAND’s responses corroborated CS-1’s statements that MORELAND had in fact directed her to destroy the receipt book. For example:

- a. On or about February 9, 2018, CS-1 asked MORELAND what she should say if “they ask me about the receipt book? Where’s the receipt book?” MORELAND responded, “Where is it?” After several seconds during which no intelligible conversation can be heard on the audio recording of their conversation, CS-1 stated, “Yes, it’s gone. Just like we talked about.” MORELAND stated, “If it’s gone, it’s gone.” CS-1 then asked, “But what are they gonna say? What are they gonna say about why it’s gone? ‘Well, [CS-1], where are these receipt books?’” MORELAND told CS-1: “Well, just say, look, for the longest time you didn’t write receipts. Very few paid. Most people had grants and stuff like that. All that money went to the Foundation.”
- b. On or about February 9, 2018, CS-1 told MORELAND that the FBI had spoken to her about “all the records I need to bring” to grand jury. CS-1 added, “And of course there’s going to be the glaring hole about the receipt book. And that, you know, was destroyed last year. What am I going to say about that?” MORELAND responded, “Well, if it’s lost, it’s lost. If it’s gone, it’s gone. Ain’t the only thing

to have gone missing down there. I mean, we don't deal with the most honest people in the world to begin with."

- c. On or about February 9, 2018, CS-1 again told MORELAND that the FBI "want[s] receipt books, I don't have those." MORELAND responded, "You got some now, though, don't you?" CS-1 acknowledged that she did have new receipts books, but that they only went back to 2017. CS-1 again predicted that she would be asked "what happened to the ones before then?" MORELAND asked her what she would say if asked, and CS-1 responded, "I can't say, well, I destroyed them, because [unintelligible] I was giving money." MORELAND laughed in response, and added, "Well, if they're gone, they're gone. They're gone."
- d. On or about February 14, 2018, CS-1 also advised MORELAND that, during her grand jury testimony, she had "told them about you talking to me about tearing up the receipt book. They know all of it now. I couldn't lie." After a long pause, MORELAND responded, "All right."

34. Throughout the conversations between on or about February 9 and on or about February 13, 2018, MORELAND repeatedly suggested various false cover stories that CS-1 could provide to the grand jury to explain what happened to the cash that CS-1 was collecting at the Center, and the receipt books documenting that collection. For example:

- a. During the lunchtime conversation on or about February 9, 2018, MORELAND suggested to CS-1 at various points: that many attendees never paid anything; that CS-1 "bought stuff with that cash"; that CS-1 "bought chairs" and "other things" such as "meals for parties and stuff like that"; and that employees at the Center and attendees in the program may have stolen the cash, stating, "Money's been taken

out of drawers down there. And there's cash, there's been cash come up missing. . . . I mean, we are dealing with criminals."

- b. In an exchange of text messages on or about February 9, 2018, MORELAND asked CS-1, "Didn't the foundation spend a lot of cash on that family whose house burnt?" CS-1 replied, "Sort of remember that. Why?" MORELAND responded, "Where some of the cash may have went along with helping clients here and there[.]" CS-1 asked, "Is that what I should say?" MORELAND replied, "Just saying the foundation used the money to help clients, cash and checks[.]" CS-1 responded, "Anytime we helped clients it was. With a check. I'm worried about the undocumented cash." MORELAND replied, "We gave cash at times ! I know I dug into my pocket many times[.]" CS-1 responded, "Digging in your pocket doesn't help explain where the foundation cash is." MORELAND reiterated, "I'm just saying we gave out cash here and there many times[.]"
- c. During the consensually recorded conversation on or about February 13, 2018, MORELAND told CS-1, "I can't believe you didn't recall that guy whose house burnt!" CS-1 replied, "I mean, that was, that was, like, three years ago. Or way in the past." MORELAND responded, "Well, but I mean, I'm just using that as an example of times that we probably would've used cash. Took 'em on a Walmart spree, things like that. Christmas parties. Thanksgiving."
- d. During the lunch meeting on or about February 9, 2018, MORELAND also suggested to CS-1 that she should tell the grand jury that any receipt books prior to 2017 were simply unavailable, repeatedly stating, "If they're gone, they're gone,"

or similar words to that effect. MORELAND further explained to CS-1 that “shoddy bookkeeping” is “not a crime.”

35. During the lunch meeting on or about February 9, 2018, MORELAND also asked CS-1 to tell the grand jury that he had no involvement with the Center and did not know about any cash. MORELAND stated, “I don’t even know about money. And you can tell ‘em that, if you don’t mind. That I never had anything to do with any money, because I didn’t.” MORELAND subsequently reiterated, “I’d appreciate it if you tell ‘em I never had anything to do with that place down there. And y’all wouldn’t—.” CS-1 interrupted to ask, “What, the Center?” MORELAND replied, “Uh-huh.”

36. During the lunch meeting on or about February 9, 2018, MORELAND twice assured CS-1 that she could only get in trouble with investigators if she gave them information. At one point, CS-1 told MORELAND, “I’m just, cannot—and plus, you know, I know the Foundation, if this comes out, my life’s gonna be destroyed.” MORELAND replied, “There’s no way it’ll come out. Unless you say something.” Later during the lunch meeting, CS-1 told MORELAND, “I’m just so scared.” MORELAND replied, “They’re not after you.” CS-1 responded, “They can get after me though.” MORELAND told CS-1, “Only if you let ‘em.”

CONCLUSION

37. The numerous explanations and rationalizations that MORELAND proposed in the above paragraphs to account for missing cash—including the claim that MORELAND had no knowledge of the cash, the claim that receipts were never kept for some participants, the claim that CS-1 did not handle cash for some time, the claim that cash was used to buy office supplies or meals, the claim that cash was used as petty cash, the claim that cash and the receipt book were likely stolen, the claim that bookkeeping was generally shoddy, and the claim that cash was

frequently used to help clients—are all inconsistent with CS-1’s recollection. Based on the above-described conversations between MORELAND and CS-1, as well as CS-1’s description of her independent recollection of keeping cash from self-pay clients and delivering that cash to MORELAND, I believe there is probable cause to believe that MORELAND attempted to obstruct justice through witness tampering, in violation of Title 18, United States Code, Section 1512(b)(1).

38. Likewise, based on CS-1’s independent recollection about the destruction of Court Foundation Center records, as well as my review of the consensually recorded conversations between CS-1 and MORELAND—including MORELAND’s repeated acknowledgement that records from the Court Foundation Center were gone, and his reaction when told that CS-1 had told the grand jury that she had destroyed the records at his direction—I believe there is probable cause to believe that MORELAND knowingly directed the destruction of records in a Federal investigation, in violation of Title 18, United States Code, Sections 1519 and 2.

39. Based upon my training and experience, and the totality of the facts described above, I believe there is probable cause to believe that, beginning not later than February 1, 2017, continuing on through at least February 13, 2018, in the Middle District of Tennessee and elsewhere, MORELAND did knowingly obstruct justice through destruction of records, in violation of Title 18, United States Code, Sections 1519 and 2, and attempt to obstruct justice through witness tampering, in violation of Title 18, United States Code, Section 1512(b)(1).

JB

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WILLIAMSON COUNTY SHERIFF'S OFFICE

PRELIMINARY INVESTIGATIVE REPORT

D.S.P. 102 - M

CONFIDENTIAL

Page No. 2

Scene Processed By		Prints Found <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Type Evidence Taken		When Stored Initially		
Photographed <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No								
A R S O N	Loss Data	Value	Loss	Origin of Fire		Bomb Data		
	Structures			Incendiary	<input type="checkbox"/>	Explosive Data		
	Contents			Undetermined	<input type="checkbox"/>	Incendiary Device		
	Fixtures			Accidental	<input type="checkbox"/>	Threat		
	Vehicles			Suspicious	<input type="checkbox"/>	Other		
Miscellaneous								
P R O P E R T Y	Event Code	Prop. Code	Quantity	Description	Make/Model	Serial Number	P. Loss	
							Value	
							Recov. Date	
Jurisdiction Stolen				Jurisdiction Recovered				
D E A T H	Next of Kin Notified Name		Address		Relationship		Physician Pronouncing Death(Name)	
	Attending Physician Name		Address		Reason for Treatment		Pronounced Death-Date	
	Last Person to See Subject Alive Name		Address				Time	
	Rescue Unit at Scene Name		Address		Medical Examiner		Type Death	
Summary								
On Wednesday, December 13, 2023 at approximately 1256 hours, I Deputy B. Cartwright was dispatched to make a phone call to a Mr. Jeffrey R. Fenton, in regards to a Civil Matter.								
Upon making contact with Jeffrey via phone, Jeffrey advised back in 2019 he and his wife at the time were going through a bad divorce and his wife filed to get an order of protection against him. Jeffrey stated that usually in Williamson County a normal divorce is supposed to take a while some times longer than a year, however, their first court hearing Judge Binkley and Attorney Virginia Lee Story falsely granted the Order of Protection and wrongfully kicked him out of his residence located at 1986 Sunnyside Drive, Brentwood, Tennessee.								
Jeffrey later advised that he has already went to TBI along with FBI on this incident in attempt to file for Official Oppression and Racketeering charges. At this time, I asked Jeffrey when he filed a								
Solvability Factors								
YES NO		YES NO		Exceptional Clearance (Status 8)				
<input type="checkbox"/>	<input checked="" type="checkbox"/>	a. Can a suspect be named?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	g. Was there a unique or unusual M.O. employed?			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	b. Is the suspect known?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	h. Was there significant evidence?			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	c. Can the suspect be identified?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	i. Is property traceable?			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	d. Has the suspect been seen before?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	j. Was there a minimum delay in reporting?			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	e. Was there a witness to the crime?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	k. Is there a significant reason to believe crime may be solved with a reasonable amount of investigative effort?			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	f. Can the suspect vehicle be identified?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	with a reasonable amount of investigative effort?			
				(A) Death of Offender <input type="checkbox"/> (B) Prosecution Declined <input type="checkbox"/> (C) Extradition Declined <input type="checkbox"/> (D) Refuse to Cooperate <input type="checkbox"/> (E) Juvenile, No Custody <input type="checkbox"/> (N) Not Applicable <input checked="" type="checkbox"/>				
CASE STATUS (Check One)				Case Closed (Status 4 or 8)		Negative File Number		
<input type="checkbox"/> 1 Active		<input type="checkbox"/> 5 Inactive		<input type="checkbox"/> Juvenile <input type="checkbox"/> Adult				
<input type="checkbox"/> 2 Active - TOT O/A		<input type="checkbox"/> 6 Inactive WOF		<input type="checkbox"/> 4 Closed Arrest		Ref. Other Case Number		
<input type="checkbox"/> 3 Unfounded		<input type="checkbox"/> 7 Closed Service		<input type="checkbox"/> 8 Closed Exception				
Date/Time Notified		Date/Time Arrived at Scene		Date/Time Cleared Scene		Original Report <input type="checkbox"/>		
12/13/2023 12:59		12/13/2023 13:01		12/13/2023 13:36		Supplemental Report <input type="checkbox"/>		
Information Copies Furnished to:				Approving Supervisor		Date		
				2103 - Sgt. Joseph D. Slabaugh		12/13/2023		
						Date Report Submitted		
						12/13/2023		

WILLIAMSON COUNTY SHERIFF'S OFFICE

CONFIDENTIAL

PRELIMINARY INVESTIGATIVE REPORT

D.S.P. 102 - M

NARRATIVE (CONTINUATION)

Code Number TN0940000	Reported By 2518 - Brady M. Cartwright	Page No. <u>3</u>	Origin 01 - Zone 1	Date 09/01/2019	Time	Case Number 2023-35037
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Summary
report with the TBI and FBI in which he stated it was a while ago but he stopped them due to the fact he did not want his ex-wife to suffer.

Furthermore, Jeffrey advised he filed a civil suit against several Judges, Attorney and The State. Jeffrey provided me with a file number (#1;23-CV01097-PLM-RSK). At this time, I advised Jeffrey that this incident is in fact civil; however, I would in fact document the information given on a TIBRS report under Civil. I then provided him a case number for the case and advised him if he had any other questions to contact dispatch to speak with a Deputy.

Case#2023-35037

No Guns Involved

No Drugs Involved

WILKINSON COUNTY SHERIFF'S OFFICE
ATTN: RECORDS/TINA WEATHERBY
408 CENTURY COURT
FRANKLIN, TN 37064

NEOPOST
12/20/2023
US POSTAGE \$011.45
ZIP 37064
0411113282340

Mr. Jeff Fenton
17195 Silver Pkwy.
Fenton, MI 48430

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Jeff Fenton

January 3 at 8:07 AM · 🌐



Well, two years after a corrupt judge and several corrupt attorneys forced the auction (with no minimum) of our beloved Brentwood home for \$300k, it resold a few months later for \$550k, and is now worth over \$800k!

Our neighborhood has been appreciating about \$100k per YEAR the past few years!

While the Court forced us to auction it for \$250k LESS than we had invested into it! Just barely covering the mortgages, without a penny for either of us.

It makes me sick! Hopefully they'll get hauled to prison eventually. Then someone in TN will need to take notice.

Corrupt Judge Casey Moreland wasn't THE PROBLEM, he was only a SIGN of a much, much deeper problem, throughout the State.

The MOB is running the Courts! And that isn't an exaggeration!

Corruption is rampant in Middle Tennessee, as they all get rich on back room deals while brokering Williamson County Real Estate!

They've forced me to study LAW for two years, relentlessly, while they refuse to even apply the slightest bit of common sense and care!

While they are so "connected", that to date no supervisory board in the State of Tennessee, has even accepted and researched my complaint filed a YEAR ago, with hundreds of pages of clear and convincing evidence that approximately a dozen high-ranking "Members of the Court" have committed DOZENS of State and Federal crimes against me, and our family.

Holding secret hearings and refusing to even allow me to participate. While they FRAUDULENTLY cast absolutely UNREASONABLE "Default Judgments" against me.

I hope that TRUTH shall eventually prevail and EXPOSE their CORRUPTION!

I might not be the life of the party, the "best Christian", or even the best husband... anywhere, but tell me that it is REASONABLE that I filed 603-PAGES in the Williamson County Chancery Court, while not ONE WORD has been used to date for my benefit?

Even serial killers get to participate in a hearing, and are provided an opportunity to testify in their own defense. While I have never been arrested or charged with a crime in my life! I didn't even get a single traffic ticket during my 25-YEARS as a peaceful Tennessee resident. Maybe I'm not a "charmer", but I'm a HUMAN who deserves to be treated as a HUMAN by Tennessee Courts.

Only corruption argues against transparency, oversight, and accountability! That alone should make those charged with their oversight, take notice, that they exhibit VERY POOR JUDGMENT!

Deep breaths... happy new year to everyone. I wish that I believed this year will be any different than last... oh me of little faith.

I'm ready for a move of God, Truth, Honor, Honesty, Justice, and FREEDOM!



Eric Sample

10 Comments



Like



Comment



Share



Eric Sample

I'm bummed about what was done Jeff. Prayers for Gods Justice and blessing you back many times over. ❤️🙏🙏

Love · Reply · 1d





Eric Sample

Jeff Fenton , yes sir. I do believe this coming year, things that were done in the dark will be coming to light.

Like · Reply · 1d



Jeff Fenton

Eric Sample I SURE HOPE SO!!

Like · Reply · 1d



Jeff Fenton

Eric Sample If I had a choice between a million dollars cash OR seeing Judge Michael W. Binkley and Attorney Virginia Lee Story arrested, disbarred, and imprisoned, I would die a poor but deeply satisfied man, one day.

One reason I keep fighting, is because I find it so completely UNREASONABLE that unless you have the money, power, and influence to literally FORCE a JUDGE in Middle Tennessee to OBEY THE LAW, then you have absolutely "NO reasonable expectation that the Judge WILL Obey the Law", or provide you a FAIR trial (Binkley told me on Record that "FAIR IS SOMETHING YOU DO IN THE FALL.") Their is literally "No reasonable expectation of obtaining JUSTICE" in Williamson County Chancery Court!

While even if there was an honest "error", it is UNREASONABLE that the Middle Tennessee "Buddy System" hasn't chosen to obey the law, their oaths of office, their supervisory responsibilities, or the Judicial Canons over "COVERING" for their corrupt "friends". Especially with the absurd amount of effort I have made.

While another reason I keep fighting is for something to CHANGE for the benefit of others! To improve Judicial Integrity! To provide SOME simple system of Transparency (like a cheap audio recording of each hearing). While instead they keep NO RECORDS of what is said or done, or by whom, in Chancery Civil Court. I see no reason NOT to, except to intentionally PROMOTE CORRUPTION!

Another reason I refuse to "give up", is because I KNOW that despite not having money, power, or influence, that I am a FIGHTER, and able to advocate for myself far better than many people in my demographic, with similar challenges. While without completely depending upon friends or family to "rescue" me, the Court and Counsel would have sold whatever they could, without a penny to benefit me. Rented a dumpster and threw everything else that I owned into it (literally - they TRIED)! While leaving me homeless, unemployed,

and destitute, with only FIVE-DAYS NOTICE to "transition", before being wrongfully evicted from my own home, by 4-Deputies, who literally had their hands on their guns, in the "ready" position, not knowing whether I was a dangerous menace to society or not, all because of "Fraud Upon the Court by Officer(s) of the Court".

When the police where walking up my driveway, and I saw the cop's hand on his gun, I literally told him, "You're not going to need that today." While his exact reply to me was, "Are you sure?" (With zero arrests or history to suggest otherwise.) That's how people get unnecessarily hurt! Because of the fraudulent BS by Story & Binkley, the cops honestly don't know if I am a dangerous raving lunatic or not. Nor do they know that they are ENFORCING the execution of a CRIME against me, by order of a corrupt judge and his close family friend, my sadistic opposing counsel, under the pretense of some legal action, while wholely and entirely illegal!

The SAME Judge right now (Binkley) is leveraging the Board of Professional Responsibility to attack the attorney he suspects leaked the fact that Binkley got caught in a prostitution sting on Dickerson Road before becoming a judge. Which old buddy

Judge Casey Moreland dismissed and expunged prior his own arrest and imprisonment by the FBI.

While as the Board of Professional Responsibility is busy ENFORCING Binkley's criminal agenda (literally like the "Mob") the same head of the same department has REPEATEDLY REFUSED to even FILE MY COMPLAINT against Attorney Virginia Lee Story, Judge Michael W. Binkley, and a bunch of their "Friends"! Which I also find absolutely absurd and unacceptable!

Further proving that "there is no reasonable expectation for honesty, integrity, impartiality, or justice" within Middle Tennessee Courts! You further have "No Reasonable Expectation that you will not be falsely defamed, conspired against, robbed, or caused criminal harm" by a Judge and his/her buddies, simply by complying with a civil summons and appearing at Court! (Anyone can sue anyone for anything, while the original party filing is given the benefit of doubt, simply for a \$100 filing fee).

All in all, I'm just not OK with walking away with the amount of evidence I have showing that multiple high-level "Members of the Court" broke State and Federal Constitutions, the Supreme Law of the Land, acted unbelievably dishonestly, inhumanely, fraudulently, falsifying Court Records, while some

of my more important "evidence" mysteriously disappeared, while incidentally the Clerk & Master for that same Court, Elaine Beeler has literally been close friends with Attorney Virginia Lee Story for FORTY-YEARS! (Since she began law school... I found an old published interview and did the math.)

It is ALL entirely UNREASONABLE!

I can't fathom how many lives they have disresarded, stripped, liquidated, consumed, and discarded. While Attorney Story talks about her ventures as a real estate investor, and Williamson County being the land of opportunity, in that very same published article with Ms. Beeler.

To try to argue that ANYBODY has even a remote chance at a "Fair and Impartial Trial" with Binkley at the bench, Beeler controlling the Records, and Story as the opposing Counsel, exhibits extremely POOR JUDGMENT! (By the way, the "winning" Counsel gets to write the actual Court Order against you too, which IF you can afford an attorney they have approval process, but when you can't afford an Attorney, you have no opportunity to participate in that process.

So the enemy of your life, who is best friends and

family vacationing buddies with the Judge, and has been close friends with the Clerk & Master and her husband for 40-years, gets to literally write the COURT JUDGMENTS AGAINST YOU!

While I have evidence that some things that got written into the Judgments were never even discussed in Court, or were completely "colored" to misrepresent the TRUTH about my coercion to sign a "listing agreement" to auction my home, under the threat of incarceration. Instead "coloring" the Court Orders to read as if I voluntarily chose to auction my home and relocate to Michigan, while choosing not to participate in my own defense in all fraudulent Court actions remaining against me, when I was FORCED off of my property by the police.

It really is that ABSURD! While I have 50 GB of verifiable, cross-referenceable, EVIDENCE to PROVE IT!

I want to see some deep-cleaning and reform in the Middle Tennessee Court System, then I can go to Federal Court and discuss what they owe me and my family for damages!

Maybe I'm just dreaming or "delusional", but it will take a bullet square between my eyes to stop me!

Sorry to seem like a festering wound that won't go away, but I still have business in Tennessee!

Plus, I REALLY HATE BULLIES!!!

Like · Reply · 1d · Edited



Eric Sample

Jeff Fenton , well you definitely have got your data and story together. I don't like bullies either. And I wouldn't suggest you give up. But as you know better than anyone, this kind of trauma takes its toll on an individual in all kinds of ways. Just make sure your not drinking poison waiting for these others to die, cuz I promise they have long forgotten. Partner with God and let Him do the heavy lifting:) You have done your research and put in the time and effort. Now just follow due process and pray God supernaturally makes a way for your grievances to be heard. I pray comfort, healing and Gods great grace and covering over you. Enjoy life to the fullest as you can! ❤️🙏🙌

Love · Reply · 1d



Rito Favela

Happy New Year my friend may all things get better for you.

Love · Reply · 22h



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

2/13/2020 PHONE CALL TRANSCRIPT: JEFF F. (615) 837-1300 SPEAKING WITH ATTORNEY JOHN B. COKE (615) 741-2687 ASSISTANT GENERAL COUNSEL TO THE TENNESSEE SUPREME COURT, ADMINISTRATIVE OFFICE OF THE COURTS (WHOM I WAS TOLD WAS TENNESSEE'S TOP "ADA" OFFICIAL — PROMOTED ON 7/14/2022 TO GENERAL COUNSEL)

TRANSCRIPT OF RECORDED PHONE CALL:

AUDIO: https://rico.jeffenton.com/evidence/2020-02-13_tnsc-aoc-ada-gc-john-coke-phone-call.mp3
TRANSCRIPT: https://rico.jeffenton.com/evidence/2020-02-13_tnsc-aoc-ada-gc-john-coke-transcript.pdf

00:00:30 Tennessee Supreme Court, Administrative Office of the Courts (615) 741-2687

Administrative Office of the court.

FILED - LN
January 19, 2024 4:49 PM
CLERK OF COURT
U.S. DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
BY: llg / _____ SCANNED BY: *llg 1/22/24*

00:00:32 Jeff F. (Disabled, Broke, Pro Se Litigant):

Hi, this is Jeff Fenton again. Trying to see if John Coke is available yet.

00:00:38 Tennessee Supreme Court, Administrative Office of the Courts (615) 741-2687:

No, he's still on that phone. Do you want to leave him a voicemail?

00:00:43 Jeff F. (Disabled, Broke, Pro Se Litigant):

Um—uh—the problem is just time. Tomorrow are you guys—is he working tomorrow?

00:00:49 Tennessee Supreme Court, Administrative Office of the Courts (615) 741-2687:

As far as I know, yeah.

00:00:51 Jeff F. (Disabled, Broke, Pro Se Litigant):

OK, I just know with Monday being a holiday, a lot of people will probably take a long weekend, take one day off and have four, but um—

00:00:59 Tennessee Supreme Court, Administrative Office of the Courts (615) 741-2687:

Well, if he is, he hasn't told me about that.

Handwritten signature in blue ink.



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00:01:01 Jeff F. (Disabled, Broke, Pro Se Litigant):

OK. Um, and could you just tell me, as far as, I know you said he was the person to talk to, but could you please tell me what uh—title he has or whatever? What—what his actual um—position is?

00:01:18 Tennessee Supreme Court, Administrative Office of the Courts (615) 741-2687:

I think it's Assistant General Counsel but let me just double check.

00:01:22 Jeff F. (Disabled, Broke, Pro Se Litigant):

OK. Thank you.

00:02:01 Tennessee Supreme Court, Administrative Office of the Courts (615) 741-2687:

Yeah, Assistant General Counsel.

00:02:03 Jeff F. (Disabled, Broke, Pro Se Litigant):

OK. For the AOC, correct?

00:02:05 Tennessee Supreme Court, Administrative Office of the Courts (615) 741-2687:

Uh-huh.

00:02:08 Jeff F. (Disabled, Broke, Pro Se Litigant):

OK. All right. Um [inaudible] is there any way you can just put me back on hold again, to see if he gets off that call in the next 10 or 15 minutes? [laughing] I don't have anybody else I can call at this point.

00:02:20 Tennessee Supreme Court, Administrative Office of the Courts (615) 741-2687:

Hold-on one moment.



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00:02:22 Jeff F. (Disabled, Broke, Pro Se Litigant):

Thank you.

00:03:00 Jeff F. (Disabled, Broke, Pro Se Litigant):

[ringing while transferring call]

00:03:20 Attorney John B. Coke, Assistant General Counsel to the Tennessee Supreme Court (AOC):

[inaudible] John.

00:03:17 Jeff F. (Disabled, Broke, Pro Se Litigant):

Hello, Mr. Coke.

00:03:20 Attorney John B. Coke, Assistant General Counsel to the Tennessee Supreme Court (AOC):

Yes, Sir.

00:03:21 Jeff F. (Disabled, Broke, Pro Se Litigant):

Hi, my name is Jeff Fenton. How are you doing today, sir?

00:03:25 Attorney John B. Coke, Assistant General Counsel to the Tennessee Supreme Court (AOC):

Good, good. Sorry, yes, I—I got your message a bit ago and I've just been on a phone conference for the last five minutes.

00:03:30 Jeff F. (Disabled, Broke, Pro Se Litigant):

Right, yeah, totally understandable.

00:03:33 Jeff F. (Disabled, Broke, Pro Se Litigant):

Are you familiar with my case at all? Have you heard anything about this, other than the message I just left you?



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ASSISTANT GENERAL COUNSEL TO THE TENNESSEE SUPREME COURT, ADMINISTRATIVE OFFICE OF THE COURTS
(WHOM I WAS TOLD WAS TENNESSEE'S TOP "ADA" OFFICIAL — PROMOTED ON 7/14/2022 TO GENERAL COUNSEL)

00:03:41 Attorney John B. Coke, Assistant General Counsel to the Tennessee Supreme Court (AOC):

No, no, um—you know, in my capacity—um—with ADA questions, uh—these are typically like administrative type requests, if somebody is blind or somebody is deaf or you know along those lines, that we can provide certain accommodations. Um—if it's like a case specific request, such as you're asking for more time for filing something, um—that you're asking, you're making an argument based on your disability, that would impact the actual case itself, as opposed to just, more access to the court. Uhm, that has to be done via a motion, a motion to the court or something you know, asking for more time based off of—uh—your disability or, you know, uh extension [sic] of time to—or extension—you know, more—more page length, or you know, those type of requests. But I—I'm—I'm not a judge, so I—I don't have authority to go in and [pause] you know, do something with the case.

00:04:49 Jeff F. (Disabled, Broke, Pro Se Litigant):

Right—I, yeah.

00:04:52 Attorney John B. Coke, Assistant General Counsel to the Tennessee Supreme Court (AOC):

As for your cases themselves, I—I have no knowledge of that. I can't, you know—um—each county kind of does their own thing in terms of filing. There's not one like [sic] central database that I can log into and pull up court files. So, I don't—I have no access to any Williamson County Trial Court—you know documents.

00:05:14 Jeff F. (Disabled, Broke, Pro Se Litigant):

Right, that's crazy huh.



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00:05:16 Jeff F. (Disabled, Broke, Pro Se Litigant):

Um—the—the—the thing is, I'm not really trying to get—um I'm not really trying to, the case itself is not based on the ADA or my disability. Uhm, the—all I'm asking for is more leniency regarding rules and regulations because I'm not an attorney and I don't know this stuff, and I don't have any money—because of what they've done. And I'm just trying to get—for somebody to actually hear the bulk of the case and decide what's fair or not fair, instead of taking everything I own based on technicalities and lies and having high power attorneys that I just can't, you know, defend myself against. And I would think most normal people couldn't, but I'm not even in that fav [laughing] you know, that uh—that—that good of a situation.

00:06:03 Jeff F. (Disabled, Broke, Pro Se Litigant):

So, in my understanding of reading the—you know the—the ADA—um—code that you guys had, that you know procedural flexibility was supposed to be part of that for people that had mental handicaps. It wasn't just—you know—when I had contacted Williamson County's ADA Representative—um—and requested assistance, they told me all they could do is bring a wheelchair from the courthouse to the curb if you had mobility issues and couldn't physically get inside. Other than that, they provided no—uh—anything for ADA, and it's—that's not what the Tennessee law says. You know—and—or the Federal law.

00:06:40 Jeff F. (Disabled, Broke, Pro Se Litigant):

So, I'm trying to, you know, I'm not trying to get people to do a different judgment and give me something entirely different based on my disabilities. I'm just trying to get



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what's fair, with enough flexibility in—in the dadgum system, to where somebody'll hear my side of the story.

00:06:58 Jeff F. (Disabled, Broke, Pro Se Litigant):

So far, they've thrown out everything that I've said. Except for they took a little excerpt from what I said, and twisted it wrong, and used it against me. But the rest of the 250 pages that I've submitted, they've completely ignored. You know, so it's a—that's what the situation is. I mean, I know you're not a judge and I know that—um—all I'm trying to figure out is procedurally, whether or not I'm doing what I need to be doing procedurally and whether or not it's sufficient and how to, you know—uh—you know, for example, they've requested the um—with the—uh—um, the transcripts, that they sent me a notice saying that because of my—the appellate court accepted my appeal and they —and then they send me [sic] a letter saying notice of failure to comply with Rule 24B or C or D—um—notice that—that I haven't turned in my statement of evidence or transcripts, and I—I didn't have any idea about this, you know?

00:07:58 Jeff F. (Disabled, Broke, Pro Se Litigant):

So, I mean, I—I understand that I had marked that I was going to supply—um—uh—the transcripts, but my understanding was, from who I had talked to previously that—I didn't ask specifically about the statement of transcripts. That was just like a checkbox on the form, um—but I thought that I was waiting to hear from them, in order to submit my brief. So—and then I would have 30-days to submit my brief. I didn't know anything about this other technicality in the meantime, and I also thought that everybody already had the transcript of evidence because the first time [at the 8/1/2019 hearing



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with emergency replacement counsel, who only had 3-days to prepare] it was the other party's attorney that brought uh—the court reporter and then I just—um ponied-up with her in order to get a copy for myself also.

00:08:42 Jeff F. (Disabled, Broke, Pro Se Litigant):

And the second time [at the 8/29/2019 PRO SE hearing, when I could no longer afford counsel] in—in the trial the Judge himself [Judge Michael W. Binkley], since I was represented PRO SE, went and got a reporter [laughing], brought her into court and then again I—I paid my part to get a copy, so I thought everybody [laughing] had a copy of the transcript. So, I just don't understand these technicalities.

00:08:59 Attorney John B. Coke, Assistant General Counsel to the Tennessee Supreme Court (AOC):

- **Yeah—yeah it—it, well, it—it's not really a technicality. These are there's [sic] very specific appellate rules, that—and this is kind of *why people go to law school* and that's why it's called the *practice—it's complex stuff.***

00:09:12 Jeff F. (Disabled, Broke, Pro Se Litigant):

Right.

00:09:14 Attorney John B. Coke, Assistant General Counsel to the Tennessee Supreme Court (AOC):

- **I'm an attorney, I practiced for a few years, and I had to make a very detailed little checklist every time I took a case on appeal, because if you do one thing wrong it—it jeopardizes the whole case.**

00:09:26 Jeff F. (Disabled, Broke, Pro Se Litigant):

Right, but there should be—



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00:09:27 Attorney John B. Coke, Assistant General Counsel to the Tennessee Supreme Court (AOC):

That's—that's—what I—what I can do is, there's a legal helpline that is staffed by attorneys, that you leave a message and then they typically call you back.

00:09:40 Jeff F. (Disabled, Broke, Pro Se Litigant):

I've tried to contact all the legal help resources that I could find, Tennessee and Federally, and they basically all said that they don't help with divorce type cases and so—and then when I was even—I even went to legal workshops when I was living in the house and they were like, we don't help people with \$400,000 houses. Well, the house is gone now. And you know it was—I didn't get a penny from it. And they auctioned it off and it just barely paid the mortgages and now it's, you know, for sale for twice as much with \$20,000 of improvements. It's on the market for \$600,000 by some other investor. And I was kicked out without a penny.

00:10:14 Jeff F. (Disabled, Broke, Pro Se Litigant):

Without, you know, again, a penny of alimony or anything. My wife makes 6 figures, you know—I mean everything is a—you know? And she was the, you know, the provider in the family, and that was an agreed thing. And I mean, basically **they've screwed me out of everything that I even had before I even met her, you know? And it's just a—I mean, it's insane. I mean I could—you put this on, you know, a news network and—and people would say this is insane, it's—it's common sense. It's not, you know, all a matter of code here. I mean, **there should be some way for a person to get a fair trial**, regardless of **whether or not they got \$100,000 to pay Virginia Story or not.****



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00:10:49 Jeff F. (Disabled, Broke, Pro Se Litigant):

- **Especially when they have mental disabilities—especially when they have mental disabilities that they've provided substantial documentation for, which—which again the Court has acknowledged but refused to assist with.**

00:11:00 Jeff F. (Disabled, Broke, Pro Se Litigant):

- **I mean, that's a complete violation of the American with Disabilities Act. Huh?**

00:11:05 Attorney John B. Coke, Assistant General Counsel to the Tennessee Supreme Court (AOC):

- **There, there, there's gray area there.¹ The American Disabilities Act is not—um—you don't get, like if you're disabled, you don't get an attorney. Those type of things that it doesn't provide legal assistance with your case.**

00:11:13 Attorney John B. Coke, Assistant General Counsel to the Tennessee Supreme Court (AOC):

It—it—it's about accommodations—um—for again—for something like let's say if you have PTSD that you can request that the court take more breaks during—the, you know hearing, something like that, to let you—a—collect yourself, stuff like that. But when it gets into really case specific, that—that's where the line draws, and that's where it's the judge—and you argue—and you know you—it. [sic]

00:11:50 Attorney John B. Coke, Assistant General Counsel to the Tennessee Supreme Court (AOC):

I—I understand where you're coming from. I get these calls often. I'm—I hate having to

¹ This was my biggest disagreement with Mr. Coke. I understood “**gray area**” to mean “what Tennessee can get away with”, by comparing itself with the shortfalls of our surrounding States. I believe our focus should instead be upon “**WHAT TENNESSEE CAN DO!**” Not being afraid to LEAD THE PACK! I believe the eyes of our State Government and Courts should be steadfast upon the Constitution of the United States of America, the United States Supreme Court, and the Holy Bible. Along with the Constitution of the State of Tennessee, **those alone should be our benchmarks!**



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tell people that there—there's nothing that we can do. It's a civil case. There's no—you don't have a right to counsel in a civil case—um, even if you're—

00:12:06 Jeff F. (Disabled, Broke, Pro Se Litigant):

Even if I'm charged, charged as a STALKER and put a False Order of Protection against me when I've never been arrested once in my life. There was never one single Domestic Dispute call. There was next—my wife is a certified handgun instructor with, you know, 5000 rounds of ammo under her bed and assault weapons and, you know, as a certified handgun instructor, was never afraid of anybody a day in her life, you know. And its—just was used to—you know—basically cage me and to silence me while they took every damn thing I had; you know? I mean all of that is—

00:12:40 Attorney John B. Coke, Assistant General Counsel to the Tennessee Supreme Court (AOC):

I understand. I—I—I—I understand.

00:12:45 Jeff F. (Disabled, Broke, Pro Se Litigant):

That's, I mean—the—the—that's beyond, I mean in my opinion, you know [sic] the—the Order of Protection and then—and then—the—you know, taking away the home and everything like that, is beyond the scope of just a divorce. They brought those as separate actions, you know, to just—to totally incapacitate me before my divorce. Huh?

00:13:02 Attorney John B. Coke, Assistant General Counsel to the Tennessee Supreme Court (AOC):

Your—your ways to get relief from that would be, and it—it sounds like you're attempting to do, but you would—you would appeal the Trial Court's decisions on those issues.



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00:13:11 Jeff F. (Disabled, Broke, Pro Se Litigant):

Right, but then I'm getting—then I'm getting—they're trying to throw it out on basic technicalities again.

00:13:17 Jeff F. (Disabled, Broke, Pro Se Litigant):

And in my understanding of even the—the Tennessee Policies and Procedures, uh—to comply with the—you know—Federal Americans with Disabilities Act, was— you know, included procedural flexibility. And—you know—NOT—you know, making the law inaccessible to people simply due to technicalities. I mean, I understand that—um—

00:13:42 Attorney John B. Coke, Assistant General Counsel to the Tennessee Supreme Court (AOC):

To ask, I mean what—what accomo—like [sic] you would—you would first have to come up—what accommodation are you looking for? You're looking what for? Somebody to help explain what the rules are? That would be an interpretation of what the rule, you—that—that's legal advice, [sic] that's what a lawyer does, and that's what the ADA cannot do.

00:13:59 Jeff F. (Disabled, Broke, Pro Se Litigant):

Right—the—so how is somebody supposed to—I mean—you know, I've been forced out of my home, forced away from all provision the Court ordered that.

00:14:14 Attorney John B. Coke, Assistant General Counsel to the Tennessee Supreme Court (AOC):

- **You mentioned—you mentioned going to the—you know the news media. You could try to go that way. You can talk to your—**



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00:14:18 Jeff F. (Disabled, Broke, Pro Se Litigant):

- **Right. I thought about that, but the problem I'm concerned with, with that, is the damn Order of Protection. You know where they put in there, I can't talk to anybody. I can't do this; I can't do that. I mean, they basically bound everything that I had. They said I couldn't talk to the creditors, it's like—my name was on the deed for that house. How could she default on the mortgage for five months ahead of time without me ever being notified that the sum of every—every asset I ever had in my life—that was deposited into that house—just because the mortgage was in her name, I was never even notified that she had defaulted on that or that she had filed for bankruptcy.**

00:14:49 Jeff F. (Disabled, Broke, Pro Se Litigant):

- **I even had sent her emails asking her if it was still current and she refused to respond to them. Then they pushed it into a Court [Williamson County Chancery] and—and the Court [Judge Binkley & Attorney Story] immediately ordered the house to be auctioned because it was behind five months. That I had no idea about. It—with no notification whatsoever! You know I mean—that just seems like—*I can't imagine a world where that's legal!***

00:15:17 Attorney John B. Coke, Assistant General Counsel to the Tennessee Supreme Court (AOC):

So, and again your—your avenue of a—addressing that would be either challenging it in the courts or filing a—you know—some type of malicious prosecution, those types—you know a civil case against her—again, but that's—that's just going to put you back in court. So—

00:15:37 Jeff F. (Disabled, Broke, Pro Se Litigant):

And that's also gonna put me against Virginia Story again, where I have no technical



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expertise on law and all I'm looking for is fairness and even the Chancellor himself on Court Record, and I even have an audio recording, told me that "Fair is something that people go to in the South."^{2,3,4,5,6} [laughing] You know, it's just like, fairness is not to be found.

² **BACKGROUND:** During my **8/29/2019** Pro Se Hearing in Williamson County Chancery Court, where Judge Binkley and Attorney Story outrageously tag-teamed me, while their claims and actions in that hearing lacked continuity with both the Transcripts of Evidence and Court Order from the prior hearing on **8/1/2019**, when I had borrowed money to hire Counsel, **for the SOLE purpose** of trying to SAVE MY HOME; the sum of my LIFE's SAVINGS and RETIREMENT INVESTMENTS, **all lost in that first hearing.** Without speaking of our marriage or beginning discovery!

Without care or concern for IF or HOW I could obtain replacement shelter, income, satisfactory provision, necessary health care and maintenance medications, to simply SURVIVE the cruel, discriminatory, and highly biased rulings of that Court, **as verbatim demanded by my abusive opposing Counsel, Attorney Virginia Lee Story. An undisclosed close family friend of BOTH presiding Judge Michael W. Binkley, and Clerk & Master Elaine Beaty Beeler.** Who had literally been close family friends, with each other, **some in excess of FORTY-YEARS!**

This was a commonsense **conflict of interest** of unspeakable proportions, as the **TWO TRANSCRIPTS OF EVIDENCE CLEARLY PROVE WHEN COMPARED.** Which is why I believe that the **8/29/2019 ABUSIVE PRO SE "TRANSCRIPT OF EVIDENCE"** was **NOT** recorded as such but was instead **BURIED** by Chancery Court amongst HUNDREDS of pages of my TECHNICAL RECORDS (**Rv4, Pages: 495-523**). **EVEN THOUGH CHANCELLOR MICHAEL W. BINKLEY PROCURED THE COURT REPORTER HIMSELF!** No part of this shows ANY act of equality, impartiality, fairness, or "good faith"!

³ **CLERK GUIDELINES:** This was in violation of the "**Guidelines for Tennessee Court Clerks Who Assist Self-Represented Persons (Approved by the Tennessee State Court Clerks Association and endorsed by the Tennessee Supreme Court)**". I went far beyond any attempt that Attorney Story did, to substantiate "**reasonable efforts**", while the Chancery Court collusively worked against me from every side! They repeatedly **leveraged technicalities, withheld procedural information, lied to me, and falsified Court Records** to prevent me from participating, in stark contrast to the Federal Rules of Civil Procedure, basic integrity, as well as Commonly Accepted Federal Case Laws.

⁴ **FRCP & CASE LAW:** "Following the simple guide of rule 8(f) [now rule 8(e)] that **all pleadings shall be so construed as to do substantial justice**"... "**The federal rules reject the approach that pleading is a game of skill in which one misstep by counsel may be decisive to the outcome and accept the principle that the purpose of pleading is to facilitate a proper decision on the merits.**" The court also cited Rule 8(f) [now rule 8(e)] FRCP, which holds that all pleadings shall be construed to do substantial justice. *Conley v. Gibson, 355 U.S. 41 at 48 (1957)*

⁵ Pro se pleadings are to be considered **without regard to technicality; pro se litigants' pleadings are not to be held to the same high standards of perfection as lawyers.** *Jenkins v. McKeithen, 395 U.S. 411, 421 (1959); Picking v. Pennsylvania R. Co., 151 Fed 2nd 240; Pucket v. Cox, 456 2nd 233.*

⁶ **QUOTE CORRECTION:** After I asked Judge Binkley **how in the world his Order was "FAIR"**, as compared to the grace that was given to my ex-wife? **Buried in WILCO #48419B, Technical Record Volume-4, Page-516, Line-6, Judge Michael W. Binkley told me, "Fair is something you do in the fall."** (*Which about sums it all up!*)



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00:16:01 Attorney John B. Coke, Assistant General Counsel to the Tennessee Supreme Court (AOC):

No—it—its—its—no—it—it—it—there—there's just—there's only so much and its Tennessee Case Law, United States Supreme Court Case Law, about how much leeway you give to a self-represented litigant. I mean, you can help them to a certain extent, but everybody has to. You know, if—if you are going to be self-represented—and I know it's difficult because you can't afford an attorney—in a civil case that—that's just how it is. They don't—you know the State of Tennessee and the United States, they don't provide money unless you can claim your indigent and you can try to go to one of the legal aid societies, but they typically don't get Involved in—like you said—domestic matters, so you—you have to self-teach yourself. You've gotta go—go online. Read the law.

00:16:48 Jeff F. (Disabled, Broke, Pro Se Litigant):

Right—and—right.

00:16:49 Attorney John B. Coke, Assistant General Counsel to the Tennessee Supreme Court (AOC):

[inaudible] the law. That's—and that's all I can tell you here.

00:16:52 Jeff F. (Disabled, Broke, Pro Se Litigant):

I've done a ton of that too—and that—you know 24/7 consumed my life for a year and a half. And—and but now I'm in a situation where I have to work a minimum wage job just so I can eat. I can't. I have to commute 3 hours a day to get to that shitty job when I used to have a home in Brentwood and was surrounded by all kinds of opportunity and was driven out of there and it's like, how can I do? I can't do both. I can do one or the other, I can't do both, you know? And it's—so—am I just screwed out of everything



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and—and because of the fact that they've got bigger guns and—and you know, and her attorney lives across the street from the courthouse and—and—a—you know their friends, and she has a lot of—of—political influence in Williamson County. And—uh—you know, and it's just, again, **the Court has never HEARD one word.**

00:17:42 Attorney John B. Coke, Assistant General Counsel to the Tennessee Supreme Court (AOC):

If the Judge has acted improperly [inaudible] you can file motions against the judge. Again, there—there's processes there, but you have to do it, you know. There, like I said, there's legal helpines that you can do—use and then—there's resources online, but it—it—it—you know. You can try to scrape some money together or see if there's any pro bono—you know—attorneys that—you can—

00:18:07 Jeff F. (Disabled, Broke, Pro Se Litigant):

I—I borrowed **\$10,000⁷** from my mom just before the house was gone. And I mean it was—you know—I had one attorney that—that didn't do anything for me except for promise me that she'd have something the next day, the next day, the next day, and It got down to two days before the trial and I hired two other attorneys finally—at the last minute and borrowed more money for my mom. And you know, they only had a couple days to prepare, went to Court and everything was in Virginia Story's Court and—uh—and lost everything. **So, (I) owe my mother another \$10,000, plus lost everything I ever had, and my mom doesn't have much money. I mean, I'm living in her basement right now. It's a 725 square foot house⁸** [laughing] and—a—you know I used

⁷ CORRECTION: \$9,500.

⁸ CORRECTION: Mom's home is a tiny 748 Sq.Ft.



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to have a 2,500 square foot house in Brentwood, and you know, it's just—it's—it's complete—it—you know—it just is insane that anybody would look at the situation and—and deem this fair, you know? So, I—I'm just trying to find out how—I understand that, you know, people that have money and get better attorneys and blah, blah, blah.

00:19:11 Jeff F. (Disabled, Broke, Pro Se Litigant):

- My—my only question is how is anybody that doesn't have those resources supposed to be—you know—to get a fair trial? They're supposed to be—you're not supposed to be able to be denied your property, your freedom, you know different things—uh—without, you know—being HEARD. And without having an opportunity to do that. And I've been denied every opportunity to do that. Um—even though some of those words have been used against me in judgments, you know. And it's just a—it's just a—I've got the power to do it, and good luck buddy, if you're going to try to do otherwise. You know? And let somebody else deal with it.

00:19:45 Jeff F. (Disabled, Broke, Pro Se Litigant):

And uh, that—that doesn't seem legal to me, in any—in any arena, you know? And it's just—again, I'm not trying to get somebody to say, “Oh well, you're retarded I'll give you—you know, an extra \$1,000,000 to take care of you 'cause you're retarded.”

00:20:04 Jeff F. (Disabled, Broke, Pro Se Litigant):

- No, I'm just trying to say—you know, can you hear my side? Will you hear my side of the case? Before—you know—I mean, they've already taken away everything I had. I really would have liked him to hear it before they did that, but they didn't. Um—and I'm just trying to say, can someone use commonsense? Can someone use the spirit of



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the law instead of the letter of the law and understand what the law was created for, which was to help and protect people and use the goddamn law for what it was made for, and HEAR my case? You know, that's all I'm trying to do.

00:20:38 Attorney John B. Coke, Assistant General Counsel to the Tennessee Supreme Court (AOC):

- **Well, like I said, I—I there, there is nothing I can do to help you in that regard. I'm sorry about that and I feel bad, but that just—**

00:20:45 Jeff F. (Disabled, Broke, Pro Se Litigant):

And there's nothing that you're aware of—it—that's available that—

00:20:51 Attorney John B. Coke, Assistant General Counsel to the Tennessee Supreme Court (AOC):

All I know of is—you know the 1-844-Health-4TN. You know the hotline. Um—the various legal aid societies throughout Nashville or throughout Tennessee. Um—because again this is a civil case, that you know—you're not getting—uh—you're not going to—you don't have a right to a lawyer in civil cases.

00:21:14 Jeff F. (Disabled, Broke, Pro Se Litigant):

- **So, can I ask you a question about with the—um—with the uh—with, you know, judging that I'm a—a STALKER, quote-unquote, because I sent her a couple emails that she didn't like, asking whether or not the house was in default. [laughing] And she wouldn't even answer them. But um—Is that not a **criminal charge** is that not, you know, and again, putting an ORDER OF PROTECTION against me, which via—which—which takes away my civil liberties, as a United—as an American Citizen, my First and Second Amendment Rights, is that not a—a criminal thing? I mean, those things seem like they should require—**



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00:21:52 Attorney John B. Coke, Assistant General Counsel to the Tennessee Supreme Court (AOC):

- I can't—you know, I—I'm—I'm an attorney, but I've—I've practiced in different areas, that you know—and if I tried to give you an opinion right now on that, that would constitute **legal advice**. And because I work for the State of Tennessee in this current position,^{9,10,11,12,13,14} I am prohibited from giving legal advice. If I gave you advice and you said I talked to John Coke—

⁹ Although I was repeatedly referred by the Court of Appeals, the Governor's Office, the Clerk of the Tennessee Supreme Court, the Administrative Office of the Courts, to SPEAK with **Attorney John Brandon Coke, the Assistant General Counsel to the Tennessee Supreme Court, Administrative Offices of the Courts, because I was told that he was the TOP ADA OFFICIAL in the State of Tennessee**. Since I required ADA ASSISTANCE and ACCOMMODATIONS by which to ATTEMPT to obtain a FAIR TRIAL, telling him repeatedly that the TRIAL COURT REFUSED TO EVEN HEAR ME, while they forcefully TOOK MY HOME and ALL MY PROVISION, **without DUE PROCESS OF LAW**, while INHUMANELY making it so that I COULD NOT EVEN WORK TO SURVIVE FOR YEARS INTO THE FUTURE, all based upon FRAUD. Providing him with IRREFUTABLE EVIDENCE of Judicial Misconduct in Court!

¹⁰ **The bottom line was that his "JOB" was NOT to help the PEOPLE of Tennessee with DISABILITIES!** Instead, in my understanding, his "JOB" was to protect the State of Tennessee from a massive lawsuit for egregious professional negligence against ADA persons, while doing his best to ensure that ALL DISABLED PEOPLE ARE DISCRIMINATED AGAINST EQUALLY! ('In-as-much-as you did it to one of the least of these My brothers, you did it to Me.' Matt 25:40)

¹¹ I really LIKED Mr. Coke. He was **ONLY PERSON within the Tennessee Court System that I ever felt SHOT-STRAIGHT with me!** But I HATED the POLICIES that he was employed under and the lack of personal investment in ensuring that people with disabilities were at the very least **TREATED HUMANELY**. There needs to be policies which DEMAND any division of the Court aware that a disabled litigant was NOT treated FAIRLY, be REQUIRED to immediately contact the TBI and open a Special Criminal Investigation in that case, against the Judge & Counsel involved. Allowing the Disabled Litigant to be IMPARTIALLY HEARD by a HIGHER COURT!

¹² **Attorney John B. Coke's SALARY is paid by the TAX DOLLARS of disabled Tennesseans, yet he DOES NOT WORK TO ASSIST those DISABLED TENNESSEANS who pay his SALARY.** Once again Tennessean's TAX DOLLARS are being used to employ the PEOPLE WHO HARM THEM, THEN REFUSE TO HELP, **WHILE WE ARE TOLD TO LEARN THE LAW OURSELVES, taking YEARS off OUR LIVES — so WHY do WE EMPLOY JUDGES?**

To hopefully (IF WE ARE LUCKY), obtain the relief that we were legally DUE to start! To protect ourselves from the horrific JUDICIAL CORRUPTION which has plagued Middle Tennessee for DECADES, while we even pay for Williamson County's **PRIVATE LEGAL COUNSEL** to protect our "**PUBLIC SERVANTS**" from needing to **ANSWER to the PEOPLE!**

¹³ **When our "PUBLIC SERVANTS" have in fact COMMITTED CRIMES AGAINST THE PEOPLE**, that same PRIVATE COUNSEL (paid by our TAX DOLLARS), will DEFEND our "Public Servants" in Williamson County's OWN "FRIENDLY COURT", one of, if not the most CORRUPT within the State of Tennessee, **while the PEOPLE must spend tens-of-thousands to hundreds-of-thousands of dollars in "disposable income" in hopes of merely being treated with the "INALIENABLE HUMAN RIGHTS" which every person in this WORLD is BORN WITH!**



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00:22:09 Jeff F. (Disabled, Broke, Pro Se Litigant):

Right.

00:22:11 Attorney John B. Coke, Assistant General Counsel to the Tennessee Supreme Court (AOC):

And he said this is total BS, you know, and it wasn't, then you could potentially come after me for legal malpractice 'cause—you know, the second I give you advice, we've established a—a—an attorney-client relationship, so I can't do that. So again that's—what—I—I really can't, you know.

00:22:29 Jeff F. (Disabled, Broke, Pro Se Litigant):

That's just nuts too, I mean it—

00:22:29 Attorney John B. Coke, Assistant General Counsel to the Tennessee Supreme Court (AOC):

[inaudible]

00:22:30 Jeff F. (Disabled, Broke, Pro Se Litigant):

I understand what you're saying, I'm not trying to—

00:22:34 Attorney John B. Coke, Assistant General Counsel to the Tennessee Supreme Court (AOC):

There's the legal helpline. There's legal aid society's, ah pro bono. You know, try to reach out—see if there's attorneys out there that'd be willing to take a pro bono, those type of—you know, that—that's going to be your best bet right now.

¹⁴ **That SYSTEM ALONE is a BETRAYAL of EVERY OATH OF OFFICE of EVERY MEMBER OF TENNESSEE COURTS and GOVERNMENT**, from the lowest secretary to the Governor and the Chief Justice of the Tennessee Supreme Court! Who turn their heads every day, knowing that **CRIMES are Being Committed Against the PEOPLE**, either with their participation or passivity. *(That includes Civil Rights and basic Humanitarian Abuses, State and Federal Constitutional Violations, a Multitude of Felonies, by Tennessee's Government Itself, against the PEOPLE!)* Including a Failure to Intervene or Report Misconduct, Falsifying Government Records, Official Misconduct, Official Oppression, Conspiracy/Deprivation of Rights "Under Color of Law", etc.



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00:22:50 Jeff F. (Disabled, Broke, Pro Se Litigant):

Humph. It just seems nuts to me. Yeah—I hear—I just—it just seems nuts to me that there's not—I understand like—like—what—

00:22:57 Attorney John B. Coke, Assistant General Counsel to the Tennessee Supreme Court (AOC):

- **I don't think most—I don't think most people realize how awful a civil lawsuit can be. Uhm, until they've been inside one. Ah—so I—I understand, and I don't think most people realize the distinction between civil and criminal trial and that—you know they—what can happen in the civil trial—you know you can—you can be destroyed basically.**

00:23:18 Jeff F. (Disabled, Broke, Pro Se Litigant):

- **You can have everything taken away in a day, before the judge goes and has tea, and nobody's HEARD a thing you said. [laughing loudly] You know, and it's like—it—it—and if you want to fight back, good luck. But now you have nothing left to do it with. You know? So, I mean, it's just—it's—it's just insane to me.**

00:23:33 Attorney John B. Coke, Assistant General Counsel to the Tennessee Supreme Court (AOC):

- **I understand.**

00:23:35 Jeff F. (Disabled, Broke, Pro Se Litigant):

That—that—that—that anybody is granted that kind of leverage—or even with, for example, the Order of Protection. They keep watering down—you know—what terms like STALKING and HARASSMENT mean? To the point where you could accuse anybody of that. But they have not changed in any way, shape or form, the penalty system for us. So, they try to justify an Order of Protection because you sent a couple of emails



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(that weren't violent or threatening in any way, shape, or form), but just weren't wanted by the other party—asking about whether or not their greatest asset in the WORLD is even at risk. You know? And that weren't even mean. And to take that—and to—you know, gag somebody to where they can't even reach out to the media or the Channel 4-I team and say, “Hey, look over here! This is—there's some horrible shit going on here!” And you can't even do it. I mean, basically you're tied-up, you're gagged, and let them rape you! I mean—there's just—it—

00:24:25 Jeff F. (Disabled, Broke, Pro Se Litigant):

- The Sheriff's Department led me off [laughing] my property with their hands on their guns, when I had never done anything wrong or broke a single rule in my life¹⁵ and wouldn't even allow me to take anything with me, except my toiletries, and my clothes. Whatever I could fit into one vehicle. [laughing] While my ex had—you know—nearly a year with me helping her move her stuff out. You know—I mean, it's just INSANE!

00:24:50 Jeff F. (Disabled, Broke, Pro Se Litigant):

- I—I just can't believe—you know—if I was a female and this happened in Williamson County—it—there—there—th—there's no way in hell they would have ever allowed

¹⁵ CORRECTION: I misspoke. I have done things “wrong” and broken “rules” in my life. Yet I have never been arrested or charged with any crime. I have no history of violence or domestic disputes. I hadn't even received a single traffic citation during my 25-YEARS as a hard-working, tax paying, peaceful Tennessee resident! I NEVER laid a finger on my ex-wife in anger, nor have I ever threatened to! She TOLD ME that she wanted to REMAIN FRIENDS after our divorce, until the day that Attorney Virginia Lee Story MALICIOUSLY AMBUSHED ME! There is NOT a State Court in our NATION that has the LAWFUL AUTHORITY and JURISDICTION to deprive me of my HOME, my only stream of INCOME, literally forcing me out onto the STREETS—HOMELESS, dislocating me 600-MILES away to SURVIVE, followed by FRAUDULENT DEFAULT JUDGMENTS, DESTROYING my EMPLOYABILITY for 6-YEARS, to keep a NOOSE AROUND MY NECK, purely to EXTORT MY SILENCE, without Notice, Motion or HEARING! (TCA § 39-16-507(a)(3)(b), RPC 3.4(g), 42 USC §§ 12202, 12203, 1985, 18 USC §§ 241, 242, 1951, 1341.)



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this to happen. You know, and it's just—it's sexist, it's biased, it's discriminatory, you know, and even in regards to the ADA, it's discriminatory that much more there. The **JUDGE tells me** [Judge Michael W. Binkley] that in response to my ADA—uh—you know—assertation and request. [sic] You know, he tells me, [sic] **“We all have hardships, Mr Fenton, that we have to deal with every day, every single person in this courtroom that got up today had to deal with something”—**you know, and it's—**“I can't make excuses for that.”**^{16,17,18,19,20} [sic]

¹⁶ CORRECTION: I slightly misquoted Judge Binkley, please see the Transcript excerpts below for his exact words.

¹⁷ My **“Transcript of Evidence”** from my (abusive, pro se) **8/29/2019 Hearing in Williamson County Chancery Court**, was BURIED by the Chancery Court, amongst Hundreds of Pages of my Technical Records. Yet it is still on Record in Docket #48419B and can be found in **Volume-4 of my Technical Records, at Pages 495-523.**

¹⁸ Technical Record, Volume-4, Page 508:

.5. MR. FENTON: I can't be out that quick,
10. (I'm) willing to do things as quick as possible, but I
11. cannot possibly move out without a two-week's time to
12. do it. **And I need to have some time where I know that**
13. **there is not going to be anymore litigation for a**
14. **while because I can't -- with the ADHD --** and one of
15. the things I provided you is something from my
16. psychiatrist on the different disorders I have, **but I**
17. **cannot physically do -- be a lawyer, play a lawyer,**
18. **and packing at the same time.** For example, that's –

¹⁹ Technical Record, Volume-4, Page 508:

19. THE COURT: Sir, I respect that. **But we**
20. **all have burdens.**
22. THE COURT: Let me talk. **We all have**
23. **burdens. Everybody in this room has things going on**
24. **in their lives to one extent or another, just like you**
25. **do.**

²⁰ Technical Record, Volume-4, Page 509:

.1. MR. FENTON: Right.
.2. THE COURT: **I can't make excuses for**
.3. **that.** Listen to what I'm saying. **I don't want you**
.4. **and I to get crossways with each other.**

[YET ANOTHER THREAT]



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00:25:29 Jeff F. (Disabled, Broke, Pro Se Litigant):

I mean that just—that—that seems like—I wouldn't want that on YouTube if I was him. [laughing] You know? I mean, that just seems like—that—that's a whole lot of political uh—negative attention that Tennessee wouldn't want. You know? It just seems nuts to me that everybody is OK with that! And—you know, even in regards to—like the Transcripts that I sent to him. Nobody will even tell me if that's an OK copy or not, or if I have to have it, you know, signed, stamped—something different, you know, before I spend another \$40 to overnight it to him. You know? It's just—it's just insane to me that—that—that there's not public outcry about this.

00:26:07 Jeff F. (Disabled, Broke, Pro Se Litigant):

- And I mean, the only reason I can think is 'cause like you said, people don't understand until they're inside that situation, how horribly screwed it is! You know? And it's just, I can't imagine that—you know? The people, if they had a real understanding of what was going on and the power that these judges have in civil cases and how little their AMERICAN RIGHTS really mean at all, um—that they'd—that they'd go for that. You know? It's just—I—I just don't get it. I just don't.

00:26:39 Jeff F. (Disabled, Broke, Pro Se Litigant):

I'm trying to find some way in the system, where this is supposed to be OK or fair, or how I'm supposed to—you know, get whatever help or consideration I need either for being—I've got an order of indigency from—you know—the State, as far as the fact that I got no money. So, you know, I'm allowed to file appeal, but they're going to throw it out on 100 different technicalities, because I don't know all those. And it's not that I



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haven't spent—you know—days on end researching stuff. I mean—I've stayed awake three days straight trying to do—get stuff done before I [laughing] showed up at court and—a you know? They don't care. They don't even look at it. You know? So, it's just—

00:27:17 Attorney John B. Coke, Assistant General Counsel to the Tennessee Supreme Court (AOC):

Un-huh.

00:27:18 Jeff F. (Disabled, Broke, Pro Se Litigant):

I—I just don't know what else to do. You know? I mean—if it wasn't for the Order of Protection, I would have reached out to the media a long—long—long—long time ago. You know? And you know—there's all kinds of things that—you know—my ex and what her company were involved with—you know—

that's all they want to do is shut me up, and—and ship me out, and leave me with nothing. You know? And it's like—there's a lot of different—you know—Nashville's a Good ol' Boys Town. Everybody knows that. You know, government contracts, all this and that. **27:32 - 27:43 has been silenced to protect the interests of other parties.**

00:27:55 Jeff F. (Disabled, Broke, Pro Se Litigant):

You know, it's like there's a lot of stuff that I have been privy to the information about but—it—it—that's all they want to do is keep me gagged. That's the threat that I am. It's not my guns. It's not this or that or anything else, but we'll shut down all the rest of your RIGHTS too, at the same time with an Order of Protection. Just because you can't



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get²¹ one [sic] because somebody might tell the TRUTH about you [laughing]. You know? It's just a—it's just a [sic] **it just blows my mind that there's no resource to equalize the playing field and to help anyone.** Whether it's because of **poverty**, or whether it's because of **mental incapacity**, or whether it's because—**they can't**—you know—**do 10 things at one time.** And—you know—can't concentrate or—you know— **blah—blah—blah—that—that—that** makes this OK, or that makes it to where—you know—**that's just tough.**

00:28:46 Jeff F. (Disabled, Broke, Pro Se Litigant):

And I mean, I'm a pretty smart fella for the most part. It—you know—what happens to the people that don't even—aren't even—as able as I am? You know? And it's like—and I already lost everything—so it just a—It all seems UNCONSTITUTIONAL to me. I mean—it seems **UNCONSTITUTIONAL ON THE GRANDEST SCALE.** You know? I just can't—you know? I just can't—**It just doesn't make any sense to me!**

00:29:09 Jeff F. (Disabled, Broke, Pro Se Litigant):

It just doesn't—I just don't see anyway—and I understand you can't say anything and I—I understand it—it even bothers me that my own attorneys that I've had, you know, for short periods—you know where one told me—you know—went on an hour long conversation about how she was sorry and how she would be an advocate for me for the rest of my life and all this horseshit. And I called her the next day to ask a simple ah—question about anything and she won't even reply again after that. You know? And it's like—because she doesn't want to establish an attorney-client relationship again.

²¹ **GRAMMATICAL CORRECTION:** “Just because if you don't get one (Order of Protection) then somebody might tell the TRUTH about the CRIMES committed by the Court and Counsel.”



2/13/2020 PHONE CALL TRANSCRIPT: JEFF F. (615) 837-1300 SPEAKING WITH ATTORNEY JOHN B. COKE (615) 741-2687 ASSISTANT GENERAL COUNSEL TO THE TENNESSEE SUPREME COURT, ADMINISTRATIVE OFFICE OF THE COURTS (WHOM I WAS TOLD WAS TENNESSEE'S TOP "ADA" OFFICIAL — PROMOTED ON 7/14/2022 TO GENERAL COUNSEL)

And it's like, you know, it's like nobody can just tell me the truth about, you know—it— It just seems nuts to me that somebody can't even tell me about a stupid technicality or deadline or whether you know—whether something that's supposed to be filed on a holiday, it gets extended till the next day after the holiday. Or whether you're screwed, you didn't get it filed by the holiday. You know? And it's just because of that little technicality, somebody can't even say— you know—what the common procedure is—or you know—acceptable practices [sic] without even being specific to my case.

00:30:12 Jeff F. (Disabled, Broke, Pro Se Litigant):

It just seems nuts to me that—you know—that any of that would then obligate them to be my attorney or something. So, they may open themselves up the more liability and therefore can't tell you a damn thing. And then you go and contact the Clerk's Office or even—you know—the ADA Representative for them and they—you know, [inaudible] most of them can't—ah—aren't attorneys and can't give any legal advice, and legal advice somehow comes right down to even what—what set of transcripts is OK? What is required on the transcripts? That seems procedural to me, that doesn't seem like that's legal advice. But for some reason everything that has any ramifications on anything is legal advice, so—but—

00:30:58 Attorney John B. Coke, Assistant General Counsel to the Tennessee Supreme Court (AOC):

[inaudible] Again, I'm—you know I'm sorry, I'm sorry I can't help you but, that—um—

00:31:04 Jeff F. (Disabled, Broke, Pro Se Litigant):

Yeah. It's just there's—



2/13/2020 PHONE CALL TRANSCRIPT: JEFF F. (615) 837-1300 SPEAKING WITH ATTORNEY JOHN B. COKE (615) 741-2687 ASSISTANT GENERAL COUNSEL TO THE TENNESSEE SUPREME COURT, ADMINISTRATIVE OFFICE OF THE COURTS (WHOM I WAS TOLD WAS TENNESSEE'S TOP "ADA" OFFICIAL — PROMOTED ON 7/14/2022 TO GENERAL COUNSEL)

00:31:05 Attorney John B. Coke, Assistant General Counsel to the Tennessee Supreme Court (AOC):

That's just where we are.

00:31:07 Jeff F. (Disabled, Broke, Pro Se Litigant):

There's just nothing else you could recommend other than the 800 helpline and the—the Channel 4 I-team and hope I don't go to jail for talking to the people, [laughing] right?

00:31:16 Attorney John B. Coke, Assistant General Counsel to the Tennessee Supreme Court (AOC):

And pro bono. See if you can find a pro bono listing on the Tennessee Bar Association website, Nashville Bar Association website.

00:31:25 Jeff F. (Disabled, Broke, Pro Se Litigant):

So how—how would I find something pro bono? I'm sorry.

00:31:28 Attorney John B. Coke, Assistant General Counsel to the Tennessee Supreme Court (AOC):

I think they have pro bono—ah—information on [extremely long pause]

00:31:49 Jeff F. (Disabled, Broke, Pro Se Litigant):

Are you still there? [Mr. Coke's dog's barking – Jeff laughs] I didn't lose, you, did I?

00:32:10 Attorney John B. Coke, Assistant General Counsel to the Tennessee Supreme Court (AOC):

No—no—I'm looking for—It looks like it would be on the Tennessee Bar Association's, the TBA website—TBA.org. Just kinda gotta dig around on there—and It's uh—there should be a—something on there. And then the HELP4TN website also has listings of how to find attorneys.



2/13/2020 PHONE CALL TRANSCRIPT: JEFF F. (615) 837-1300 SPEAKING WITH ATTORNEY JOHN B. COKE (615) 741-2687 ASSISTANT GENERAL COUNSEL TO THE TENNESSEE SUPREME COURT, ADMINISTRATIVE OFFICE OF THE COURTS (WHOM I WAS TOLD WAS TENNESSEE'S TOP "ADA" OFFICIAL — PROMOTED ON 7/14/2022 TO GENERAL COUNSEL)

00:32:44 Jeff F. (Disabled, Broke, Pro Se Litigant):

Right. But I mean, finding an attorney and finding an attorney that wants to work for free is two totally different things. I mean, what—what is their motivation, to do any? [sic]

00:32:53 Attorney John B. Coke, Assistant General Counsel to the Tennessee Supreme Court (AOC):

[inaudible] Again—I—I—you know—there's—you've just gotta dig in and look around, there—there's—there's some resources out there, for it again.

00:33:02 Jeff F. (Disabled, Broke, Pro Se Litigant):

Is there—is there a motivation for somebody to do pro bono work?

00:33:07 Attorney John B. Coke, Assistant General Counsel to the Tennessee Supreme Court (AOC):

Sir, I mean I—I can't get ah—

00:33:09 Jeff F. (Disabled, Broke, Pro Se Litigant):

No, I'm not asking you, but I'm not trying to say—I'm just saying—

00:33:12 Attorney John B. Coke, Assistant General Counsel to the Tennessee Supreme Court (AOC):

[inaudible] I don't know. I mean—I—I—I—I—I—I—I don't know. I don't know. You know ah—they do it—sometimes they get CLE hours for it, um—other people do it just to be good citizens. So—I mean, that's about all I can say. [laughs]

00:33:26 Jeff F. (Disabled, Broke, Pro Se Litigant):

Ok. Ok. I just—Ok. I just didn't know if there was some—you know, something in it for them, that you know—made it worth—you know something other than just having a kind heart. You know? If—if—if—it—if there somehow were—



2/13/2020 PHONE CALL TRANSCRIPT: JEFF F. (615) 837-1300 SPEAKING WITH ATTORNEY JOHN B. COKE (615) 741-2687 ASSISTANT GENERAL COUNSEL TO THE TENNESSEE SUPREME COURT, ADMINISTRATIVE OFFICE OF THE COURTS (WHOM I WAS TOLD WAS TENNESSEE'S TOP "ADA" OFFICIAL — PROMOTED ON 7/14/2022 TO GENERAL COUNSEL)

00:33:36 Attorney John B. Coke, Assistant General Counsel to the Tennessee Supreme Court (AOC):

They get sometimes—but continue—continuing legal education hours and then they just do it because they're trying to give back.

00:33:43 Jeff F. (Disabled, Broke, Pro Se Litigant):

Ok. All right. And you say sometimes on the TBA website you can find information about who's willing to do pro bono stuff.

00:33:52 Attorney John B. Coke, Assistant General Counsel to the Tennessee Supreme Court (AOC):

Yes—yeah—pro bono—yeah.

00:33:54 Jeff F. (Disabled, Broke, Pro Se Litigant):

OK.

00:33:55 Attorney John B. Coke, Assistant General Counsel to the Tennessee Supreme Court (AOC):

Look up pro bono, Tennessee, and there—there'll be resources out there.


JOHN COKE NAMED GENERAL COUNSEL OF THE ADMINISTRATIVE OFFICE OF THE COURTS

July 14, 2022

The Tennessee Administrative Office of the Courts has named Attorney John Coke general counsel. Coke has served as assistant general counsel since 2016 and took on the new role effective July 1.

"Over the past six years, John has provided trusted and valuable legal advice on a variety of issues ranging from legislative fiscal impact statements to contracts to compliance as well as working directly with judges on leases, designations, disability access and the civil pattern jury instructions," said AOC Director Michelle J. Long. "John has provided leadership on key projects impacting the AOC and the judiciary. I am pleased to have him join our executive leadership team as general counsel."

The AOC general counsel heads the legal service and judicial development team, oversees administrative functions and judicial conferences, and supports trial and appellate judges across the state.



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00:33:58 Jeff F. (Disabled, Broke, Pro Se Litigant):

OK, well, I thank you for your time and I thank you for your frankness.^{22,23} And I—I wish there was a—something more but I uh—I still uh—I appreciate—uh—I appreciate you speaking with me and being honest and wish you a great weekend.^{24,25,26}

00:34:13 Jeff F. (Disabled, Broke, Pro Se Litigant):

Thank you, Sir.

00:34:15 Attorney John B. Coke, Assistant General Counsel to the Tennessee Supreme Court (AOC):

Thank you.

00:34:16 Jeff F. (Disabled, Broke, Pro Se Litigant):

Alright, bye-bye.

²² Of all the people I spoke with throughout the Tennessee Court System, **Attorney John B. Coke was my favorite.** I really liked him for his honesty, his frankness, not being pretentious or trying to redirect me to another party.

²³ The part that I've struggled with the most, is that Attorney John B. Coke is the **Assistant General Counsel** to the **Tennessee Supreme Court, Administrative Office of the Court, AND** he KNOWS how dangerous Civil Court can be. That people can basically have their entire lives destroyed almost instantaneously. **Yet the Tennessee Administrative Office of the Court has time and again failed or refused to add the most remedial common sense ethical barriers, and protections for Tennessee residents.**

²⁴ Simple transparency, audio/video recordings of every court session or hearing. Timely, proactive, reachable, and responsive accountability systems, **which can help rescue any Tennessee resident from literally having their lives unjustly destroyed in mere moments.** BEFORE the richest to the poorest PERSON suffers an irreplaceable loss. When a large portion of such protective measures **would cost almost NOTHING!**

²⁵ While it is simply COMMON SENSE not to allow Tennessee residents to unknowingly enter a Courtroom they believe submits to the "Rule of Law", recognizes and respects their State, Federal, HUMAN, and Constitutional RIGHTS. That the Court operates in compliance with the FRCP, the Judicial Canons, and the Rules of Professional Conduct. To shockingly find the proceedings devoid of any legal, lawful, or equitable justification whatsoever!

²⁶ Only to learn months later that the opposing **Counsel and the Judge** who Presided over the case, refused or failed to disclose that they are both **close family friends** with each other, and have been for decades. **Automatically adding credibility to their testimony over your own,** especially when the disparity between the two parties is significant. By the limitations of mere HUMANITY (which anyone who says they are above, is a liar). **The KNOWN and TRUSTED PARTY will ALWAYS have an advantage over the UNKNOWN PARTY,** of unknown character, unknown honesty, unknown mental capacity, unknown integrity, and unknown commitment to any principals of justice. **There is NO WAY to EQUALIZE this NATURAL DISPARITY of BIAS, except to remove it from the equation entirely!**



Contact

www.linkedin.com/in/john-coke-b884a156 (LinkedIn)

Top Skills

Civil Litigation
Legal Research
Personal Injury

Languages

English

John Coke

General Counsel at the Administrative Office of the Courts
Nashville, Tennessee, United States

Experience

Tennessee Supreme Court/Administrative Office of the Courts
General Counsel

July 2022 - Present (6 months)
Nashville, Tennessee, United States

Tennessee Supreme Court / Administrative Office of the Courts
Assistant General Counsel

September 2016 - July 2022 (5 years 11 months)
Nashville Area, TN

Attorney

Staff Attorney for Judge Joe P. Binkley, Jr.
July 2014 - September 2016 (2 years 3 months)
Nashville, TN

Howell & Fisher, PLLC

Attorney
August 2012 - July 2014 (2 years)

Judge Joe P. Binkley, Jr.

Legal Clerk
August 2010 - July 2012 (2 years)

Senator Pat Roberts


Legislative Aide
January 2005 - August 2006 (1 year 8 months)

Senator Ben Nighthorse Campbell

Legislative Aide
August 2001 - December 2004 (3 years 5 months)

Education

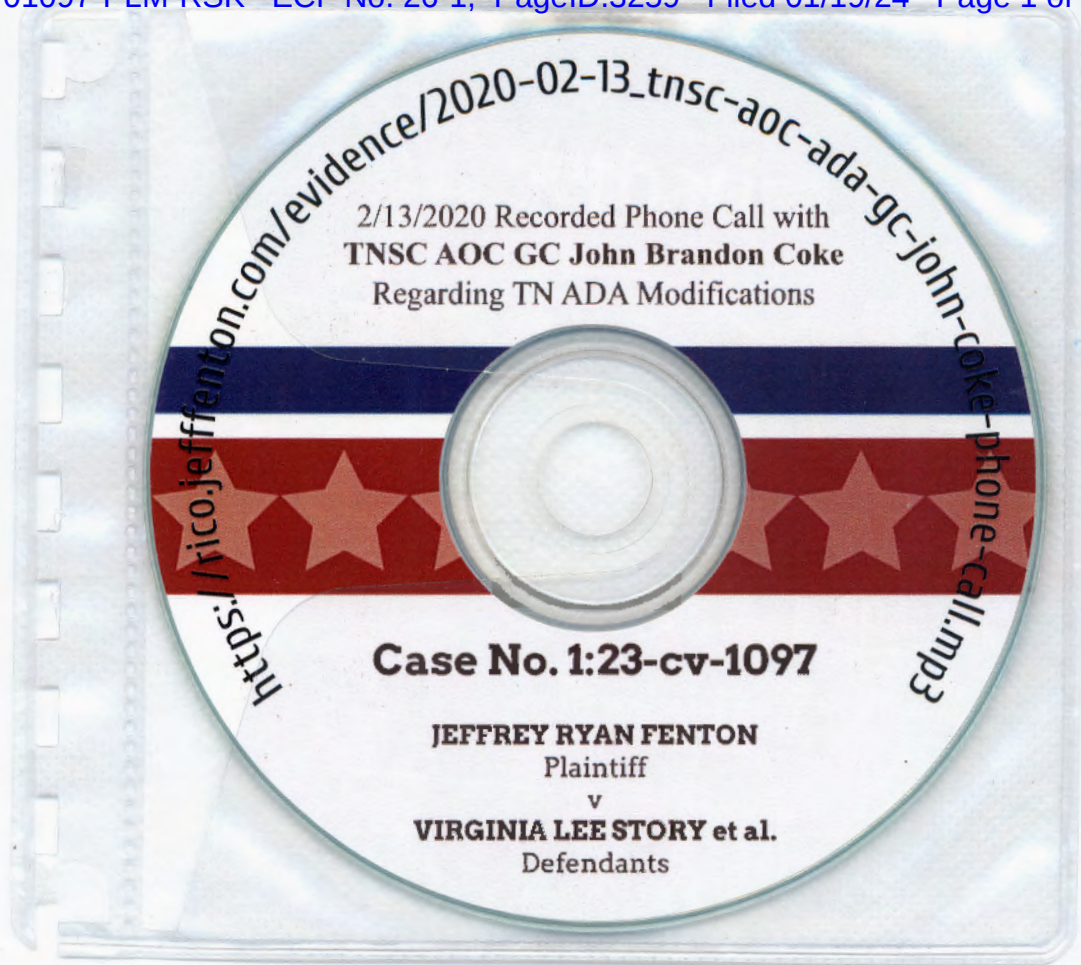
Samford University, Cumberland School of Law



Doctor of Law (JD), Law · (2007 - 2010)

University of Colorado at Boulder

Bachelor of Science (BS), Political Science and Government · (1996 - 2000)



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: jlg /

JEFFREY RYAN FENTON,

PLAINTIFF

v.

VIRGINIA LEE STORY ET AL.,

DEFENDANTS

CASE NO. 1:23-cv-1097

DECLARATION ABOUT ARONS & ASSOCIATES DIVORCE PLANNING

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

I, Jeffrey Ryan Fenton, declare under oath as follows:

1. References in this document to Ms. Fawn Tiffany Fenton are hereinafter “Ms. Fenton”, “wife”, and/or “ex-wife”.
2. Ms. Fenton was voluntarily the primary breadwinner for our family from 2011-2019 and was our only breadwinner at the time when she decided to leave me and file for a divorce in 2018.
3. When Ms. Fenton moved out of our marital residence, she changed the account credentials and contact information on all of our marital financial accounts¹, including our mutually used banking, income, credit, and mortgage accounts.

¹ https://rico.jefffenton.com/evidence/2018-04-23_wife-locked-plaintiff-out-of-financial-accounts.pdf

4. She also changed the contact information on our mortgage accounts, to use an email address which she alone had access to and changed the mailing address from the marital residence to her new apartment, where she was the only person with access.

5. As a result, I was physically denied access to all our financial accounts, including outstanding balances and all financial information related to our mortgages and other payments.

6. Ms. Fenton did this proactively, though she acted as though this were some act of self-preservation. In truth, I never financially betrayed her or did anything financially malicious toward her or our family.

7. Ms. Fenton provided me with a budget² whereby she said that she could afford and would continue to pay the bills for both households until a divorce settlement could be reached.

8. I tried many times to persuade Ms. Fenton to restore my access (I was offended and felt like I was being treated as a child, without just cause), but she refused.

9. At the recommendation of my ADHD therapist, Terry M. Huff³, LCSW, MSSW, MA, on July 12th, 2018, I hired “Collaborative Divorce” professional, Sandy Arons, MBA, Certified Divorce Financial Analyst, Certified Divorce Practitioner, Certified Financial Divorce Specialist, Financial Counselor & Mediator.

² https://rico.jefffenton.com/evidence/2018-05-02_family-budget-living-apart.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-26, PageID.1343-1344)

³ Author of “[LIVING WELL with ADHD](https://www.livingwellwithadhd.com)” and founder of the “[ADDNashville](https://www.addnashville.com)” Support Group (<https://terrymhuff.com>)

10. At that time Ms. Fenton and I explored the possibility of obtaining a “Collaborative Divorce”, with the help of Ms. Arons.

11. At this point I had conceded that a divorce was inevitable, due to Ms. Fenton’s mindset, so I sought to do so in the most fiscally responsible way possible.

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
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1932 Bristol Court
Brentwood, TN 37027
615-376-8204
615-376-8121 fax
www.getasmartdivorce.com
sandyarons@getasmartdivorce.com

MISSION STATEMENT

To provide financial consulting services which help clients reach a fair divorce settlement and:

- Avoid unnecessary legal fees
- Reduce conflict
- Minimize the negative impact on your children and family

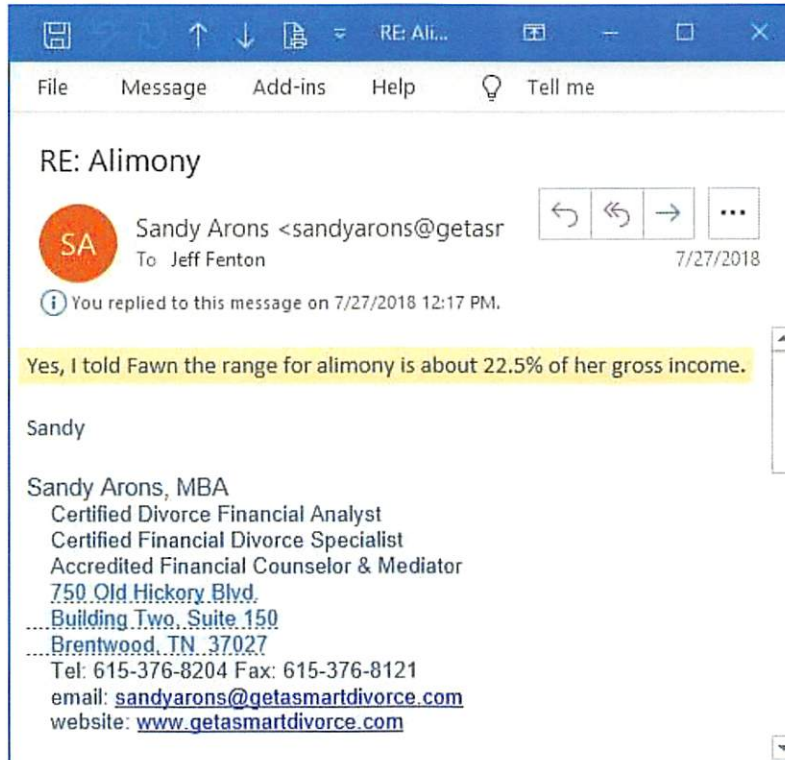
12. There were four specific facts, beliefs, or expectations which were established during our work, negotiations, and discovery with Arons and Associates Divorce Planning. Per Sandy Arons, MBA (Certified Divorce Financial Analyst, Certified Financial Divorce Practitioner, Certified Financial Divorce Specialist, Financial Counselor and Mediator), a “fair” divorce settlement with “all factors considered” would have included the following:

- (1) I needed and was due vocational rehabilitation and training so that I could qualify for gainful employment again, prior to re-entering the workforce. Below are some of the factors which went into that decision:

- Level of Education: (W) MIT Graduate versus (H) High School Graduate (only).
- Vocational Experience: (W) Architecture (20+ years) versus (H) Real Estate (3-years full-time), Printing (12+ years), and Food Service (10+ years),
- (H) Commercial Manufacturing Printing, once one of the largest sources of commerce by volume in the Greater Nashville Area, now is nearly extinct.
- Professional Licenses: (W) Architect versus (H) “Affiliate Broker” in Real Estate
- Projected Income: (W) \$100k +/- per year (actual) versus (H) \$30k per year (potential) to start.

(2) Transitional Alimony due the Plaintiff, calculated at **22.5% of Ms. Fenton’s gross income** (\$94k), due for a term equal to **half the duration of our marriage** (13 years).

- This was negotiated a bunch of different ways, with several offers from my Ms. Fenton where she offered to pay more than this for a season, but we finally agreed that she would pay me “transitional alimony” in the amount of **\$1,750 per month**, for a duration of **6-years**, starting the date of our divorce.



- In the meantime, Ms. Fenton had agreed and was paying me \$250 every two weeks (each payday), for my consumable expenses, such as food, gas, healthcare, while she was directly responsible for paying all of the bills for our marital residence, including both mortgages and utilities.
- Many of the divorce negotiations discussed between Ms. Fenton and I included a means by which I could keep our marital residence and continue to live in it, since my wife had decided that she did not personally want to keep our home.⁴

⁴ https://rico.jefffenton.com/evidence/2018-10-09_wife-does-not-want-to-keep-marital-residence.pdf

- Here is an excerpt of an email⁵ written by Ms. Fenton to me on 8/4/2018:
“Hello, I am not theoretically opposed to you keeping the house, but I don’t know how financially we could make that happen. Maybe there is a way we can make a deal like, I keep paying the current mortgage payment and 2nd mortgage payment for the next 6 years or so instead of giving you alimony payments. The financing would have to stay as it is in my name until you can rebuild your credit. When you can re-build your credit and have a job and all, then you could re-fi the house into your own name and cash me out my equity. That plan would suck for the credit card debt, though, as I was counting on the house equity (after sale of the house) to pay off both of our credit card debts. What are your thoughts.”

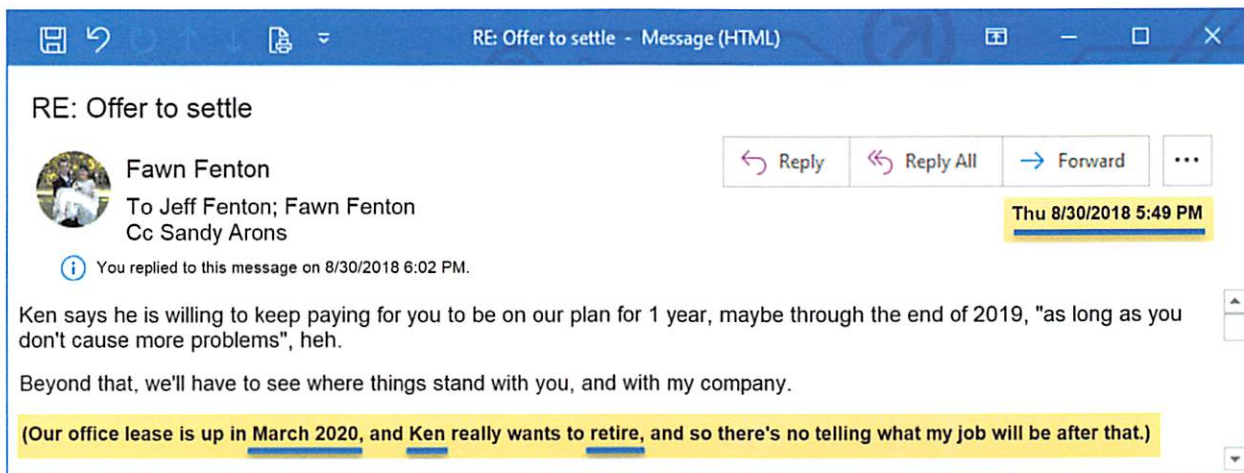
- On 8/30/2018 Ms. Fenton emailed me a settlement proposal⁶ which included a budget whereby I could keep the marital residence, but I would need to obtain two roommates, one renting our large (spare) bedroom for **\$800 per month**, and another renting our smaller spare bedroom for **\$600 per month**. Then Ms. Fenton would pay the remainder of the household expenses, and I only needed to earn another \$248 per month to support himself.

⁵ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-26, PageID.1341

⁶ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-26, PageID.1336-1337

- This was to provide me with an opportunity to obtain the needed vocational rehabilitation, and to ease back into the workforce, without needing to immediately sink or swim.

(3) I showed immediate interest, but she ultimately rescinded her proposal. In an email⁷ Ms. Fenton sent to me and Ms. Arons on 8/30/2018, she stated 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.*"



- Upon information and belief, the notification above tells one of the major motivations for my ex-wife's eventual bankruptcy filing, along with her timing, though it wasn't yet a consideration. After the tax consequences to be explained shortly, I believe this drove her decision to waste our money on legal fees rather than on an equitable divorce settlement.

⁷ https://rico.jefffenton.com/evidence/2018-08-30_wife-notifies-about-employers-retirement.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-35, PageID.1941)

- In another email⁸ I received from Ms. Fenton on 10/9/2018 she stated,
“At this point, to be honest, I do not really even want to keep the Sunnyside house. If the house is not sold, then I will be stuck paying for the very-expensive bills that come with the house, AND I will still have a ton of credit card debt from this divorce. I am emotionally burnt out, and Ken is making zero steps towards any transition plan for the company, so in a year or two I’d really like to take a less stressful job. I need life to be simpler to help me recover emotionally and financially after all of this upheaval. But I will be trapped as long as I’m saddled with the house + alimony + credit card debt. I don’t know if I can realistically handle the stress level of being forced to make a high salary only to give it all away every month for many years into the future.”
- This was a major factor in why I ultimately rented two of the bedrooms, in our marital residence, in an attempt to become financially self-sufficient as quickly as possible, so not to need as much financial support from my wife.

(4) On January 1st, 2019, the “Trump Tax Reform”⁹ went into effect. (I believe that this became the unsurmountable hurdle, in my wife’s mind.) As a result, the alimony payments for divorces finalized after January 1st, 2019, were no longer tax deductible.

⁸ https://rico.jefffenton.com/evidence/2018-10-09_wife-does-not-want-to-keep-marital-residence.pdf

⁹ https://rico.jefffenton.com/evidence/2018-12-31_divorce-deadline-for-trump-tax-reform.pdf

- However, for any divorce which was finalized by December 31st, 2018, the alimony payments were “grandfathered” and remained tax deductible, for the entire duration of the alimony.
- We had agreed that Ms. Fenton would pay me \$21,000 in alimony per year, from her \$94k+/- annual salary (plus roughly \$20k in benefits), for the duration of 6 years.
- That meant the difference in Ms. Fenton being able to deduct the \$21k per year in alimony she paid from her gross income before taxes (significantly reducing her tax bracket), or being taxed upon all that money, as her earnings, as if she had personally benefitted from it.
- Upon information and belief, ultimately in this case, this meant that if we could not obtain a final decree of divorce before the end of 2018, then in the end Ms. Fenton was not willing to settle or obtain an amicable divorce.
- Upon information and belief, Ms. Fenton became unwilling to continue working hard, to earn that much money, while giving almost 60% of it away between alimony and taxes.
- I understood Ms. Fenton’s concerns, while I did everything within my power to provide her with relief, but I was powerless to cure them without her being willing to work with me in good faith, which she ultimately refused to do.

- Upon information and belief, someone convinced Ms. Fenton that her money would be better spent at that point on legal fees, to try to out-leverage me legally, while doing everything they could to evade her financial responsibilities as our family's primary breadwinner. If the divorce could not be finalized by the end of 2018, prior to the Trump Tax Reform taking place, Ms. Fenton calculated her income as follows:
 - **"90k gross - 31k taxes - 21k alimony = 38k net. Plus or minus."**¹⁰
 - Upon information and belief, in the end this was what caused Ms. Fenton to become a prime candidate for "predatory litigation".

13. Upon information and belief, Ms. Fenton became willing to throw away almost everything that we both owned, in order to evade six years of financial responsibility, needing to earn \$90k plus per year, while taking home less than half that amount.

14. Upon information and belief, because of this, Ms. Fenton absolutely demanded that for any "fair" amicable, uncontested divorce action, that the divorce needed to finalize prior to the end of 2018, or else she refused to cooperate.

15. Upon information and belief, the problem was, the courts were getting backed-up with divorces¹¹ trying to make it to completion by the end of 2018, because of the significant financial implications for those paying alimony.

¹⁰ https://rico.jefffenton.com/evidence/2018-12-22_projected-gross-taxes-alimony-net.pdf

¹¹ https://rico.jefffenton.com/evidence/2018-12-31_divorce-deadline-for-trump-tax-reform.pdf

16. Upon information and belief, by the start of October 2018, the Williamson County Chancery Court docket was nearly full for the remainder of the year.

17. Ms. Fenton presented the last proposed MDA which she was willing to entertain on 9/14/2018.

18. I was very interested in this offer and tried to accept it, but Ms. Fenton said that it was still contingent upon review and approval by her counsel as well as another independent attorney who she had hired for a document review.

19. The very first paragraph of Ms. Fenton's offer stated, *"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."*

20. Unfortunately, Ms. Fenton's two attorneys shot down the offer, before I was permitted to accept it.

21. In an email from Ms. Fenton on 9/19/2018 she stated, *"I sent my attorney the draft of our contract to review also, and he just told me he thinks this agreement is totally nuts; it's too complicated and is not at all in my best interest, and there are a thousand ways this could go wrong in the future, and he says he will not write it or facilitate it. He says if we do successfully write up an agreement for both of us to sign, we will have to do our best to format it with the structure and language that the courts expect to see for an MDA, and then I will have to file it myself, appending it to my file that is already active at the*

Williamson County courts, and I will have to get the court clerks to help me request a court date for a judge to look at the contract. My attorney also says, that even though we might both have agreed to this contract and both voluntarily signed it, the judge could still think it is too unequal or complicated and strike it down. My attorney says the judges will refuse to finalize a divorce degree if they personally do not like/agree with the MDA.”

22. On the following day, on 9/20/2018 Ms. Fenton stated in another email, *“Tommy confirmed what my lawyer had said: this agreement is so far out of the ordinary, he thinks that even if we both sign it and agree to it, that the judges will strike it down. Tommy says the main problem is the long timeline, the judges do not want open-ended issues after a divorce. He said that they will either want one person to get the house free and clear from the other, or they will order the sale of the house and tell us to split the proceeds...”*

23. I even tried to give Ms. Fenton my equity for free,¹² as long as she agreed to live in our home and keep it, so that one of us could enjoy the fruits of both of our labor. Instead of liquidating our treasure and losing all that we had worked for and invested.

24. I could accept forfeiting what I had for someone that I love, but not to give our hopes and dreams along with the sum total of the investments throughout both of our lives over to a stranger to capitalize upon our misfortune.

¹² https://rico.jefffenton.com/evidence/2018-08-06_offered-to-give-wife-my-equity-for-free.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-27, 1472)

25. Unfortunately, in the end, she and her counsel would not let me.

26. Before the defendants within this complaint were given an opportunity to ransack our lives, there was still one more attempt to settle amicably, based on an agreement between us on October 27th, 2018, which later became known as our “Verbal Settlement Agreement¹³”.

27. I honestly don’t know if Ms. Fenton was ever dealing in good faith about our “Verbal Settlement Agreement” though, because she ultimately refused to put her own words into writing.

28. She wanted me to provide her with a Quit Claim Deed or a Power of Attorney, while trusting her to sell our home, leaving the State of Tennessee as she sold it. All based upon her promise through an email¹⁴ which she wasn’t even willing to sign her own name to.

29. I will cover our “Verbal Settlement Agreement” in a separate declaration.

30. Through the fraudulent bankruptcy scheme cooked-up and executed by Ms. Fenton’s counsel in both State and Federal Courts¹⁵ concurrently,¹⁶ I was illegally deprived of my rights and my property, by which I could stop them from liquidating and disbursing nearly everything we both owned, to the sole benefit of strangers.

31. Defendant Story didn’t mention any honest aspect of our preceding attempts to obtain an

¹³ https://www.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)

¹⁴ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-26, PageID.1317-1318

¹⁵ https://rico.jefffenton.com/evidence/2019-04-26_wifes-ch13-petition-3-19-bk-02693.pdf

¹⁶ https://rico.jefffenton.com/evidence/2019-08-14_bankrupcy-planned-for-when-employer-retires.pdf

amicable divorce, before she was hired.

32. Upon information and belief, this attempt with Sandy Arons shows more verifiable truth than any other single action, both because Ms. Arons was a witness, but also because we learned about the “fair” financial expectations in obtaining a divorce in Tennessee. In the end, much of what we learned, ultimately sabotaged our efforts.

33. At the time I was clueless, but I cashed my last \$250 support check from Ms. Fenton after she had already secretly filed for bankruptcy, while her attorneys failed to even mention on her bankruptcy petition, that she had any past or future “domestic support obligations”, of any sort.

34. They abruptly terminated all financial support without one single day of notice.

35. This was timed almost perfectly with defendant Story’s malicious ambush of me, which began with a fraudulent “Order of Protection Ex Parte”, obtained under the false **unsigned personal testimony** of Ms. Fenton, for completely nefarious ulterior motives.

36. I never touched Ms. Fenton in anger, nor have I ever threatened to. I love her. I forgive her. I want her to be healed, restored, and to have a happy life. I’ve asked the FBI, the DOJ/USTP, the Tennessee Supreme Court, the Tennessee Court of Appeals, all to give her “**immunity**” for any role she played in the crimes which befell us. (I can provide evidence to substantiate my requested immunity for Ms. Fenton, with each of those entities.)

37. Literally none of this was physically possible without a number of powerful and connected “**members of the court**”, including both judges and attorneys who were compromised and

corrupt, operating in both the State and Federal Courts of Tennessee concurrently, who were not only willing to participate, but who engineered the crimes executed.

38. This was to “**bind the strongman**”,¹⁷ so that both courts and counsel could do (and did) whatever they wanted. While I was powerless to stop them.

39. Without a court who respected my rights and obeyed the law, everything that took place in both courts was an almost unbelievably unconscionable miscarriage of justice, by some of the most powerful and affluent “**members of the court**” throughout Middle Tennessee.

40. Unfortunately, that does not change the truth though.

41. I was illegally destroyed beyond belief by the courts through a miscarriage of justice.

42. Only by receiving justice from the courts can I be restored so that I can survive and pursue happiness again. I have no choice but to pursue this as I must my every waking breath, through to the very end.

¹⁷ <https://rico.jefffenton.com/evidence/the-ancient-paths-strong-man-principal.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 December 31, 2023



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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: jg / SCANNED BY: jg / 1/19/24

JEFFREY RYAN FENTON,

PLAINTIFF

v.

VIRGINIA LEE STORY ET AL.,

DEFENDANTS

CASE NO. 1:23-cv-1097

**DECLARATION ABOUT PHONE CALL WITH TRUSTEE JOHN MCLEMORE
F.R.B.P RULE-7001 & 11 UNITED STATES CODE § 363**

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

I, Jeffrey Ryan Fenton, declare under oath as follows:

1. References in this document to Ms. Fawn Tiffany Fenton are hereinafter “Ms. Fenton”, “wife”, and/or “ex-wife”.

SELF-TEACHING MYSELF THE LAW

2. I was told that Attorney John Brandon Coke, the General Counsel for the Tennessee Supreme Court, Administrative Offices of the Courts, was the state court’s top ADA authority at the time. During a recorded phone call¹ on 2/13/2020 with defendant Coke, at the 16:01 time marker during that call, Mr. Coke stated: “...*if you are going to be self-represented—and*

¹ https://www.rico.jefffenton.com/evidence/2020-02-13_tnsc-aoc-ada-gc-john-coke-phone-call.mp3
https://www.rico.jefffenton.com/evidence/2020-02-13_tnsc-aoc-ada-gc-john-coke-call-transcript.pdf

Initials: jg

I know it's difficult because you can't afford an attorney... that's just how it is... you have to self-teach yourself. You've gotta go online. Read the law. That's all I can tell you here.”

3. Mr. Coke used to be the law clerk for Judge Michael W. Binkley’s older brother, Nashville Circuit Court Judge Joseph P. Binkley.²

4. Upon information and belief, unfortunately General Counsel John Coke chose to cover for the family of his previous employer, rather than help the injured party, or reporting the outrageous Attorney and Judicial misconduct that I both reported to Mr. Coke, as well as provided him clear and convincing evidence of.

5. During a recorded phone call on 7/2/2020 with Chapter-7 Bankruptcy Trustee John C. McLemore³, I reported the scam between the courts, that somehow, I was cheated out of my property interests. I asked Trustee McLemore what processes or procedures on the bankruptcy side didn’t take place correctly, as well as who was responsible for those tasks.

6. The canned response I received from nearly everyone I reached out to for procedural information and understanding or any sort of assistance, was *“I can’t be your attorney.”* Trustee McLemore quickly told me this toward the beginning of our call.

7. I wasn’t seeking representation from Trustee McLemore, I sought information.

8. I received very little useful information through the calls I made, seeking

² <https://www.tncourts.gov/courts/circuit-criminal-chancery-courts/judges/joseph-p-binkley>

³ https://www.rico.jefffenton.com/evidence/2020-07-02_ch7-bk-trustee-john-mclemore-phone-call.mp3

knowledge, understanding, transparency, accountability, any viable path within my means which might eventually lead to some sort of a cure. I was not negligent in any way, in my attempts, while almost everyone blame shifted and tried to divert liability from there area of responsibility or expertise.

9. Gradually over time I picked up little “nuggets” of information, law, and truth, which even if I didn’t understand them or find them actionable at that time, I later learned enough to where I was able to begin putting the pieces of the puzzle together.

10. At the same time I’ve continued researching state and federal laws along with networking and seeking answers, while drafting probably tens of thousands of pages of research and attempted pleadings by which to attempt to find relief, to no avail.

11. The first two years (after my home was wrongfully taken and the fraudulent “default” judgements were savagely levied against me), I worked 12-16 hours per day, almost every day, with one occasional day off every couple of weeks on average.

12. The third year I shifted from seeking a State cure to seeking a Federal cure and studying the Federal Bankruptcy Code. I lost some steam during this phase, exhausted by chasing countless dead ends without finding any cure. I cut back to roughly 8-12 hours per day, six days per week at this point. Actually, taking a day off each week, often just feeling overwhelmed and defeated, because I could find no honor, justice, truth, or protection in the judiciary despite what I considered an absurd amount of efforts on my part.

13. During this past year, I've shifted back into high speed, working 12-16 hours per day, a solid 6-days per week. Now that I understand the Federal Rules of Bankruptcy Procedure and the Bankruptcy Code, **I've finally been able to connect ALL the dots.**

14. Unlike looking from the Chancery Court side, where the question was "what laws did they break", once I understood the Bankruptcy code, when examining the Federal Rules of Bankruptcy Procedure, along with the related Title-28, Title-11, and Title-18 laws, the question changed radically to "**what laws didn't they break?**" Everything done between the two courts was a flagrant violation of the Federal Rules of Bankruptcy Procedure and subsequent Federal Bankruptcy laws, not by my ex-wife either, **by the attorneys, trustee, and judges in both courts.**

15. To date it seems that every department within the State of Tennessee is working to cover-up the corruption while I know there are obvious conflicts of interests for both the courts in Tennessee, as well as the judges individually, while again Judge Binkley and Attorney Story are deeply rooted in the judicial and political culture of middle Tennessee, incentivizing "covering for friends".

16. It has taken me constant daily legal research (at least 6-days per week) combined with reaching out to others and asking questions, to slowly but surely learn the sections of code which I have literally devoted three-years of my life to studying, almost all day every day, before I could unravel the layers of fraud committed by both Tennessee State and Federal Courts, to intentionally obfuscate the facts and the crimes between their separate court records.

17. Portions of my recorded phone call on 7/2/2020 with Chapter-7 Bankruptcy

Trustee, Attorney John McLemore follow:

18. At the 41:24 marker in the phone call with Attorney McLemore, he stated, “They just completely walk completely all over your rights, in the state of Tennessee, or perhaps under the Bankruptcy Code - That’s where your problem is, but I can’t answer your question because I don’t have enough information. I’m sorry.”

19. At 41:45 I asked Trustee McLemore, “Is there some place in the code that you would just point me to, where I could start reading myself to try to understand? Because again, I don’t have any money to hire an attorney.”

20. At 41:58 Attorney McLemore responded, “You are in an area of the law that is as difficult as tax. But write this down, **11 United States Code 363**. And have a good nap because it’s a long statute and you probably will not understand a great deal of it. That’s where you look.”

21. It needs to be noted that in the statement above by the Chapter-7 Bankruptcy Trustee, John C. McLemore, where he stated, “**11 United States Code 363**”, I completely missed the “**363**” part of his sentence, at the time. (It was only upon transcribing part of that phone call for this complaint that I realized Mr. McLemore had provided me with such precise information.)

22. My overall “takeaway” from this conversation at the time, was that Mr. McLemore had confirmed my suspicion that *something improper* had taken place, but I still did not understand where, how, or by whom. The idea that the bankruptcy code is extremely complicated stuck with me, as well as Mr. McLemore’s suggestion to read “**11 United States Code**”. After spending over

30 minutes on the call with Mr. McLemore, as he looked through the busy and complicated docket for the case, the overall tone which stuck with me at the time, was Mr. McLemore's statement, "*I can't answer your question because I don't have enough information. I'm sorry.*"

23. Some of Trustee McLemore's statements about "notice" were also not understood by me at that time. Throughout much of 2020-2021, I sought help through the Tennessee Court of Appeals, the Tennessee Supreme Court, as well as the Tennessee Supreme Court's Admin Offices and Board of Professional Responsibility (BPR).

24. Each attempt absolutely consumed and overwhelmed my life, as I tried to learn how to communicate with them, their rules and procedures, while struggling to articulate a series of crimes which he still didn't even understand how to put language to or explain.

25. Most actions were buried under the most absurd domestic "dog and pony show" in the Chancery Court, clouding the truth, while obfuscating the crimes between the courts.

26. The Chancery Court action literally served as nothing more than a strategic distraction, but one which took me years of legal research and an obscene amount of time and energy fighting for the first few years.

27. Until I finally learned enough to see past it. That none of it even mattered. That I had spent a couple of years of my life trying to defend myself in a case where I was fraudulently denied due process, and any real opportunity to participate. **That literally everything in the Chancery Court case was obscenely fraudulent.**

28. I will break it down when I am finally able to put words to it all, but in each and every hearing in the Chancery Court, defendants Binkley and Story disqualify themselves (repeatedly) for criminal misconduct, in each and every hearing, motion, and affidavit.

29. If in each and every instance that defendants Binkley and Story met in court related to docket #48419B, you forgave all their prior misconduct, foul play, and crimes they committed, and began with a clean slate, still, in each and every situation, without exception, their misconduct and criminal actions repeated independently disqualified them again, and again, in each and every instance.

30. Overwhelmingly for “fraud on the court, by members of the court”, while also being disqualified for clear “obstruction of justice” during the 8/29/2019 hearing when I first went pro se.

31. They were also disqualified on 8/29/2019 for a wrongful eviction and committing a Class ‘D’ Felony against me by making me unable to participate in the legal proceeding which they had just lawfully summonsed me to participate in.

32. There was a significant amount of extortion, first of my property, then my silence. Defendant Binkley forced me to sign a listing agreement in court on 8/29/2019, under the threat of incarceration.

33. After I was safely out of the State of Tennessee I contacted everyone from the Auctioneers, defendants Beeler, Story, Yarbrough, and I requested for defendant Beeler to print

out my email and to provide it to Judge Binkley, notifying them all that I was coerced under threat of incarceration to sign the listing agreement, without ever fully reading it, that it was null and void, repeatedly emphasizing that I had rescinded my permission to proceed with the auction, and short of Judge Binkley executing a court order to no longer need my signature, the sale of the property constituted real estate deed fraud.

34. The defendants further modified the “listing agreement” after I had signed it, unbeknownst to me, while they went forward and executed the sale with my coerced signature on the listing agreement anyway, and nobody cared if I consented to the sale or not.

35. To this day, everybody has refused to provide me with a fully executed HUD-1 “Settlement Statement”, showing the final sales price and exactly where the funds went. I’ve asked the Clerk and Master’s Office, the Closing Company, the Auctioneers, defendant Story, on multiple occasions, while everyone has refused to provide me with my HUD-1 “Settlement Statement”.

36. I was a licensed real estate agent in the State of Tennessee for 16 ½ years. That isn’t legal. Neither is selling property after a property owner rescinds their consent. A property owner is not bound to any listing agreement until there is a binding “purchase and sale agreement” on that property, with all parties acknowledging notice.

37. Prior to that, a property owner can terminate any listing agreement at any time. The most the property owner would be liable in such an event is compensation for the brokers time and any out-of-pocket expenses they incurred such as advertising costs. But they absolutely cannot

force you to sell your property prior to having a binding purchase and sale agreement.

38. Later when I contacted the Acting United States Trustee for Region 8, over the Federal Districts of Kentucky and Tennessee, Paul A. Randolph and asked him to initiate a bankruptcy fraud investigation related to my property and all the mischief between the two courts, a DOJ/USTP Trial Attorney by the name of Megan Seliber was sent my case to investigate.

39. Ms. Seliber sent me a copy of my deed of trust, along with the paper trail for the sale, that was when I learned that not only was my void and terminated listing agreement still used to execute the sale without my consent, but one of the defendants also changed one of the terms on the listing agreement which looks noticeably different from the rest of the writing on the document. So, it was essentially forged and fraudulent, and executed clearly against my will.

40. While the Chancery Court had no lawful jurisdiction to deprive me of my rights and my property interests short of due process of law, which I was specifically denied.

41. After a pre-trial conference in the back of the Chancery Court on 8/1/2019, I told my counsel that I could borrow money from my mother to bring our mortgages current and to keep them current (roughly \$8k, less than I collectively spent on counsel for that day), provided I could continue living in my home.

42. As I asked my counsel if that might be possible, defendant Story overheard me and stated, **“No. It’s already too far along in the bankruptcy.”**

43. I was strategically deprived of the lawful notice and adequate protection required

by the bankruptcy court.

44. Both my 5th and 14th Amendment rights as a United States Citizen were violated.

45. Furthermore, the Chancery Court placed a restraining order against me specifically forbidding me from contacting the bankruptcy court or our mortgage companies (under the guise that I somehow wished some harm upon my ex-wife's finances).

46. Oddly, the Auctioneer's last name is "Anderson", so is the closing Attorney, so is the Williamson County Register of Deeds. I find that suspicious at the very least.

47. Obviously, the property has a clouded title, and in fact the sale is illegal and void, no court with any jurisdiction to dispose of the matter ever heard or decided the matter.

48. That is because by the Federal Rules of Bankruptcy Procedure and a multitude of Federal Bankruptcy Laws, the Trustee would not have been allowed to sell my marital residence, because it was of absolutely zero value to the bankruptcy estate. While Bankruptcy laws require the sale of the property to be beneficial enough to the bankruptcy estate to justify depriving my multiple critical and even essential property interests, which was literally impossible.

49. Hence had the Bankruptcy Court proceeded in proper form – that is in compliance with the Federal Rules of Bankruptcy Procedure and Federal Bankruptcy Laws, the Judge would have had to order that the Bankruptcy Trustee remove the "marital residence" from my ex-wife's secret "bankruptcy estate" as a "burdensome asset."

50. Instead, they waited 97-days after the creation of the "bankruptcy estate" for the

very first day that I walked into the Chancery Court for a “divorce” which wasn’t even filed in court until 39-days after the secret bankruptcy was filed, where the court never even allowed the “divorce” to begin discovery, all that the Chancery Court was used for was to illegally circumvent the Federal Rules and taking the property, while it was specifically forbidden from exercising jurisdiction because it was part of a federal bankruptcy estate.

51. Literally nothing they did was legal. The “conspiracy” is irrefutable, it is not plausible that many highly trained licensed professionals all made that many “errors” as to have waiting for a court which had no active action at the time of the bankruptcy being filed, for something to be filed over a month later, then two more months before I first entered a court without lawful jurisdiction over my property.

52. That is entirely unreasonable.

53. Plaintiff later filed complaints for Bankruptcy Fraud and Racketeering with both the FBI⁴ and the DOJ/USTP.⁵ Plaintiff’s third year of research was spent studying the bankruptcy codes and seeking a federal cure, since the State has ardently refused to help Plaintiff in any way. Month after month, year after year, as Plaintiff reached out for help and studied the law (as advised by Admin Office General Counsel John Brandon Coke) he slowly learned, as more pieces of the puzzle began to come together.

54. During the 7/2/2020 phone call with Bankruptcy Trustee John McLemore,

⁴ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-29, PageID.1704-1707; ECF No. 1-30, PageID.1771-1792

⁵ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-30, PageID.1758-1761

Plaintiff was upset that Attorney McLemore hadn't provided him with any actionable information. However, now upon reflection, Trustee McLemore provided quite a bit, but unfortunately it wasn't understood by Plaintiff at that time. While like everyone else, Mr. McLemore refused to take responsibility or invest the energy to provide Plaintiff with a cure within his reach.

<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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55. Looking back with fresh eyes: Trustee John McLemore stated, “You are in an area of the law that is as difficult as tax. But write this down, **11 United States Code 363**. And have a good nap because it’s a long statute and you probably will not understand a great deal of it. That’s where you look.”

56. They couldn’t legally force the sale of the marital residence. It was of zero benefit to the “bankruptcy estate”. The Trustee would have been ordered to remove it as a “burdensome asset”.

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 17, 2024


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WESTERN DISTRICT OF MICHIGAN

BY: jlg / _____ SCANNED BY: jlg / 1/19/24

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MICHIGAN

JEFFREY RYAN FENTON

Plaintiff,

Hon. PAUL L. MURPHY

Case No. 1:23-CV-1097

v.

VIRGINIA LEE STORY ET AL

Defendant(s)

[Signature]



FILED - LN

January 19, 2024 5:05 PM

CLERK OF COURT

U.S. DISTRICT COURT

WESTERN DISTRICT OF MICHIGAN

BY: jlg / SCANNED BY: jls 1/22/24

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MICHIGAN

JEFFREY RYAN FENTON

Plaintiff,

Hon. Paul C. Mackoney

Case No. 1:23-cv-1097

v.

VIRGINIA LEE STORV ET AL

Defendant(s)

MA RSK



UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

JEFFREY RYAN FENTON,)	
Plaintiff,)	
)	No. 1:23-cv-1097
-v-)	
)	Honorable Paul L. Maloney
VIRGINIA LEE STORY, <i>et al.</i> ,)	
Defendants.)	
_____)	

**ORDER ADOPTING IN PART AND REJECTING IN PART REPORT AND
RECOMMENDATION**

Plaintiff Fenton filed this lawsuit without the assistance of counsel. In addition to the complaint, Plaintiff filed a document titled “motion to maintain venue” (ECF No. 7). The Magistrate Judge reviewed the complaint and the motion and, on December 13, 2023, issued a report recommending that this Court deny Plaintiff’s motion and dismiss the lawsuit because Plaintiff filed it in the wrong location (ECF No. 8). The Court will adopt in part and reject in part the report and recommendation.

After being served with a report and recommendation (R&R) issued by a magistrate judge, a party has fourteen days to file written objections to the proposed findings and recommendations. 28 U.S.C. § 636(b)(1); Fed. R. Civ. P. 72(b)(2); W.D. Mich. LCivR 72.3(b). A district court judge reviews de novo the portions of the R&R to which objections have been filed. 28 U.S.C. § 636(b)(1); Fed. R. Civ. P. 72(b)(3). Only those objections that are specific are entitled to a de novo review under the statute. *Mira v. Marshall*, 806 F.2d 636, 637 (6th Cir. 1986) (per curiam).

On January 19, 2024, Plaintiff filed more than a dozen documents and several digital media exhibits (ECF Nos. 14-30). Several of the new filings include 100 or more pages (ECF Nos. 18, 19 and 25). The Court has reviewed the newly filed documents. The Court has paid careful attention to ECF No. 14 (Objection) and ECF No. 15 (Declaration in support of Objection).

1. Plaintiff filed his objection after the 14-day deadline. Plaintiff contends he did not receive the report and recommendation until December 27, 2019¹ (ECF No. 15 PageID.2226). Using the December 27 date, Plaintiff's fourteen-day deadline to file objections expired on January 10, 2024. In an abundance of caution, the Court has considered Plaintiff's objections.

2. Discretion to Dismiss Lawsuit. The Magistrate Judge explained that, for lawsuits filed in the wrong venue, the district court exercises its discretion when deciding whether to transfer or to dismiss the action. Plaintiff asserts that the authority cited by the Magistrate Judge involved lawsuits subject to the screening under 28 U.S.C. § 1915(e), which does not apply because he paid the full filing fee.

The Court agrees with Plaintiff. At this point in the litigation, the Court lacks authority to dismiss this lawsuit for improper venue. Ordinarily, a defendant must raise improper venue by motion prior to a responsive pleading. *See* Fed. R. Civ. P. 12(b)(3). The failure to raise improper venue in the first motion constitutes a waiver of the defense. Fed. R. Civ. P. 12(h)(1). Plaintiff is not a prisoner and he paid the filing fee and, therefore, his complaint

¹ The Court assumes Plaintiff received the R&R in 2023, not 2019.

cannot be screened under 28 U.S.C. § 1915(e). *See Apple v. Glenn*, 183 F.3d 477, 479 (6th Cir. 1999); *Benson v. O'Brian*, 179 F.3d 1014, 1017 (6th Cir. 1999). Following Supreme Court authority, the Sixth Circuit permits a district court to *sua sponte* dismiss a complaint when the allegations are completely frivolous and utterly devoid of merit. *Velarde v. Biden*, No. 23-1465, 2023 WL 8317823, at *1 (6th Cir. Nov. 14, 2023) (citing *Apple*, 183 F.3d at 479). This exception, when a cause of action is totally implausible, permits a court to dismiss the action *sua sponte* because the lawsuit does not present a case or controversy under Article III, meaning that the court lacks subject matter jurisdiction. *Id.* The Magistrate Judge's conclusion that the lawsuit was filed in the wrong forum does not address the merits of Plaintiff's causes of action and, therefore, does not fall under the exception identified in *Apple*.

While the Court will reject the portion of Report and Recommendation and the Magistrate Judge's recommendation that this lawsuit be dismissed without prejudice, the Court must recognize the wisdom in the Report and Recommendation. The complaint contains no allegations that would lead to the conclusion that the Western District of Michigan is a proper venue for this lawsuit. *See* 28 U.S.C. § 1391(b). Section 1391(e)(1) provides an exception permitting the plaintiff to file the lawsuit where the plaintiff resides, but only when a defendant is an officer or employee of the United States acting in his or her official capacity and the lawsuit does not involve real property. The exception does not apply here. More problematic, Plaintiff resides in the Eastern District of Michigan, not the Western District of Michigan. Plaintiff's desire to avoid the federal courts in Tennessee simply does not provide a sufficient basis for venue in Michigan.

3. Motion to Maintain Venue. The Magistrate Judge recommends denying the motion because venue is not proper. Plaintiff objects. Among other reasons, Plaintiff contends he was told by court personnel that he could file the lawsuit in Lansing. Plaintiff insists he was not told that the lawsuit might be dismissed if it was filed in the wrong venue. The Court overrules this particular objection. Plaintiff cannot rely on court personnel for legal advice. *See, e.g., Knopp v. JPMorgan Chase Bank & Co.*, No. 16c6669, 2016 WL 4158958, at *1 (N.D. Ill. Aug. 5, 2016) (“But personnel in the Clerk’s Office are not lawyers, and they are certainly not in a position to give legal advice.”); *Roosevelt Land. LP v. Childress*, No. 2006 WL 1877014, at *2 (D.D.C. July 5, 2006) (“Failure to follow the rules cannot be excused by blaming court clerks. The clerk of court is neither obligated nor authorized to provide legal advice to *pro se* litigants.”). The website for the United States District Court for the Western District of Michigan contains a Frequently Asked Questions (FAQ) section associated with the Local Rules menu. One FAQ explicitly states that Clerk’s Office Staff cannot give legal advice. Plaintiff’s frustration, while understandable, does not provide a sufficient basis to ignore the role of the Court. The Court, not clerk staff, makes legal determinations.

The Court agrees with the Magistrate Judge that Plaintiff’s motion to maintain venue should be denied. Plaintiff filed the lawsuit in the venue of his choosing. At this point in the litigation, Plaintiff’s choice of venue is not subject to challenge. The Court lacks the authority to dismiss the lawsuit for improper venue. And, Plaintiff has not served any of the defendants with the complaint. Defendants, therefore, have not been provided with notice of this lawsuit,

notice of the motion to maintain venue, and have yet had any opportunity to challenge venue. Accordingly, the Court will deny the motion to maintain venue without prejudice.

Consistent with the explanation above, the Court **ADOPTS IN PART AND REJECTS IN PART** the Report and Recommendation (ECF No. 8). The Court adopts the portion of the Report and Recommendation denying Plaintiff's motion to maintain venue (ECF No. 7) and will do so without prejudice. The Court rejects the portion of the Report and Recommendation dismissing this lawsuit because the Court presently lacks the authority to raise venue as a concern. **IT IS SO ORDERED.**

Date: January 25, 2024

/s/ Paul L. Maloney
Paul L. Maloney
United States District Judge

UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MICHIGAN

FILED- LN
March 25, 2024 4:07 PM
CLERK OF COURT
U.S. DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
BY: eod FILED BY: *6003/25*

JEFFREY RYAN FENTON,

PLAINTIFF

v.

VIRGINIA LEE STORY ET AL.,

DEFENDANTS

CASE NO. 1:23-cv-1097

FENTON DECLARATION OF DISABILITIES

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 (CASE NO. 1:23-cv-1097).
3. I am a citizen of the United States of America.
4. I was born in 1969 at Fairchild Airforce Base, in Washington State.
5. I am domiciled in Genesee County, Michigan.
6. My mailing address is 17195 Silver Parkway, #150, Fenton, MI 48430-3426.
7. My phone number is (615) 837-1300.

Initials: *RF*

PRO SE LITIGANT - MERITS RULE OVER TECHNICALITIES

8. I am acting in a *pro se*¹ capacity in this lawsuit, due to my poverty, entitled to a liberal reading and less stringent standards since it was prepared without assistance of counsel. See *Haines v. Kerner, et al.*, 404 U.S. 519, 92 S. Ct. 594 (1972).

QUALIFIED AMERICAN WITH DISABILITIES ACT LITIGANT

9. I am a qualified ADA party with disabilities affecting my communication and cognitive functions, which make researching and drafting legal pleadings exceptionally slow and challenging.

10. I request any considerations which the court can allow to help me participate in, be protected by, and benefit from the federal judiciary.

11. I suffer from several cognitive disabilities: Obsessive-Compulsive Personality Disorder (OCPD) DSM-5 301.4 (F60.5), Generalized Anxiety Disorder (GAD) DSM-5 300.02 (F4L1), 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).

12. Medications that I take regularly can only control these afflictions, not cure them.

13. Due to my disabilities, it is extremely difficult for me to concisely write long documents without losing focus and experiencing significant sprawl, causing repetition, countless

¹ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-35, PageID.1960

rewrites, and bloated documents. For this reason, I am trying to file multiple short declarations to concisely address specific topics, to help communicate more effectively, for the benefit of all parties.

DECLARATIONS INCLUDED BY REFERENCE HEREIN AND THROUGHOUT

14. To increase efficiency while reducing redundancy in this lawsuit, this declaration and the facts herein are made a part of every other declaration written by me in this lawsuit, which is included, named, or referenced in my “Fenton Master Declaration and List of Declarations to Date²”.

15. Similarly, every declaration and the facts therein written by me and mentioned in my “Fenton Master Declaration and List of Declarations to Date” are incorporated herein by reference and made a part of this declaration.

16. My “Fenton Master Declaration and List of Declarations to Date” will be periodically updated both in court and online, to have the most comprehensive and complete set of facts available in this case.

17. As a result of my disabilities, my principal loss of cognitive function is that I’m extremely slow in performing any significant and/or challenging task. Further exacerbated by an inability to effectively “multi-task” high-value projects, meet pressing demands, or lose all that I love in my life as a consequence.

18. Deadlines are extremely stressful, and often even frantic for me. Typically, the final

² <https://rico.jefffenton.com/evidence/fenton-master-declaration-and-list-of-declarations-to-date.pdf>

48-hours before a critical court deadline, I become extremely anxious, my mind starts racing and my thoughts become fragmented. To explain how it feels, I'd compare it to standing outside in the middle of a blizzard. I can completely forget what I'm working on and get lost in the multiple windows on my computer screen, to no avail.

19. It is common for me to rewrite pleadings for the court 50+ times, in an attempt to communicate the depth and the breadth of the cruel, fraudulent, criminal, and unconstitutional damages which I have experienced to date, because so far, it doesn't appear that a single word of my testimony on Court records has ever been used to my benefit.

MY HIGHEST VALUES: TRUTH & AUTHENTICITY

20. TRUTH is my highest value in life.

21. AUTHENTICITY is my second highest value. (Which I define as truth in relationships.)

MY PSYCHOLOGICAL BENT TOWARDS TRUTH DESPITE THE CONSEQUENCES

22. By the clinical definitions of Obsessive-Compulsive Personality Disorder, one of my most defining disabilities, coupled with my personal values and belief system, I am far more likely to be honest and tell the truth **regardless of the consequences to myself** or anyone else, than most people in society.

23. Therefore, the fact that not one court to date has used one word of my testimony to my benefit outside the court process itself, is not only unconstitutional and wrecks of foul play, but it is also purely **illogical**, because I bring the most reliable, uncompromised, unadulterated, and

trustworthy testimony regarding the preceding Tennessee litigation. Whether the court accepts that or not, that is a psychological fact about who I am.

24. On top of that, I have gone to great pains to provide the courts with a wealth of evidence by which to substantiate my testimony, beyond any reasonable margin of error.

25. According to Merck Manuals Professional Edition (online), in their section of psychiatric disorders, they state the following³ about “Obsessive-Compulsive Personality Disorder”, which I have been accurately diagnosed⁴ with and suffer from:

26. *“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.”*

27. *“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.”*

28. Ironically, I’m the one who honors and submits to the law by psychological disorder.

29. Show me someone else in this group who is honestly “overzealous, picky, and rigid about issues of morality, ethics, and values”.

30. That is me, and I’m tired of my testimony being ignored, while my life has been destroyed by repugnant lies which could never survive cross examination.

³ <https://rico.jeffenton.com/evidence/tn-ada-disabilities-exploited-for-advantage-ocpd-merck.pdf>

⁴ https://rico.jeffenton.com/evidence/2020-07-08_tnsc-coa-ada-request-for-modification.pdf

31. Which is exactly why Chancery Court cast fraudulent “default” judgements against me, after driving me out of Tennessee to survive their harsh bias orders, instead of allowing “discovery” to begin and having the court hear and decide anything at all based upon the truth.

32. I have over 500 pages of sworn testimony, combined with clear and convincing evidence, on Court record in Williamson County Chancery Court, and roughly another 500 pages of filings in the Tennessee Court of Appeals, middle division, while to date I have not seen that a single word of those thousand plus pages of testimony and evidence have been used to my benefit.

33. To date, my life has been completely destroyed and rendered unmanageable for over four years by the unsolicitous, cruel, and criminal actions of the defendants, acting under color of law, while failing to comply with state and federal constitutions, in clear violation of both state and federal laws, without exhibiting any care or concern for my inalienable natural rights, the judicial canons, the federal rules of civil procedure, or the State of Tennessee’s Rules of both Judicial and Professional Conduct.

34. I have had to spend four years studying the law, simply in an effort to survive a divorce with no children, where the illegal schemes by the courts and counsel have been so repugnant of the law and human decency, that to date not one person has defended the actions in the preceding matters based upon the true merits, the honest facts, or any findings of state or federal law.

35. Every party has merely refused to hear my testimony and intervene, to help the obviously injured party.

36. As if they believe that the state of Tennessee has the right to continue to destroy my life, deprive my property and my constitutional rights, without equal and due process of law.

37. After they have literally discarded me from the state of Tennessee like rubbish, onto the welfare rolls of the State of Michigan, as if they could possibly retain any lawful jurisdiction or authority by which to **harm me further**, short of a criminal charge and full equal and due process of law. That is obscene.

38. The defendants in this case have reversed the lawful burden of proof onto me in an obscene and overwhelming capacity, because so many powerful and respected people have turned their heads and allowed two bad actors in the Chancery Court to get away with unconscionable criminal racketeering. While their families have been involved in misconduct through the courts for decades.

39. Unless someone in a position of authority hears my testimony and tests my facts to find them true, who then applies the law to the truth, my life will continue to spin out of control while I'll be filing papers in search of a cure for the rest of my life.

40. The bad actors in this case have traumatized me beyond words.

41. Defendant Story is very aware of this also and has intentionally terrorized me with abuse that is unbecoming of any office or officer of the court.

42. She has only gotten away with it for one reason, which is because nobody will physically intervene and stop her. (While as you know, failure to intervene is a federal crime.)

43. Nothing that she has done in this case is remotely ethical, lawful, of good repute, in the pursuit of justice, in alignment with her oath of office, the federal rules, or even the State of

Tennessee's rules of professional conduct. Not one.

44. While I have an absurd amount of evidence which if ever equally considered by any fair and impartial tribunal, is simply irrefutable.

45. It may be hard to believe that someone can commit this many crimes in one case, or violate the rules of professional conduct so profusely, but once someone quits taking her word and the "court record" (which she fraudulently fabricated) as a "given", and allows me to be heard for the very first time, I have evidence upon evidence that absolutely everything which she has done is purely putrid, sinister, cruel, abusive, unlawful, unethical, harassing, stalking, and frankly evil.

46. Letters from my psychiatrist and my psychotherapist are available online, and have also been filed in this case, with my Tennessee Request for Accommodations,⁵ which I ask that you please use until I have enough time to write something more specific for this court.
https://rico.jefffenton.com/evidence/2020-07-08_tnsc-coa-ada-request-for-modification.pdf

47. If ever someone in the history of the world has needed electronic filing to have a fair chance at reaching justice, then I promise you that I do.

48. I won't have a chance at litigating anything without electronic filing and notification, so that I have the absolute maximum amount of time to research motions/orders, etc... learn how to respond, and draft a pleading or response.

49. Even the State of Tennessee allowed me to file by email through the Clerk of the

⁵ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-30, PageID.1749-1752

Court. I haven't got a chance without that. (I thought ECF was a routine request from what a friend had told me, or I would have elaborated more about the specific need related to my disabilities.)

50. TIME management is almost impossible for me. I will probably be late for my own funeral. If ECF serves any legitimate need in the justice system, I doubt that you have met someone who needs it more than me.

51. I have pretty decent tech skills, and I have a friend who knows how to use ECF, who will walk me through how to use it, if you will please enable it for my case.

52. I'm assuming the concern is that I will file a bunch of embarrassing junk, but I assure you, I won't.

53. I have a background in commercial printing, pre-press, marketing, and amateur web design. Which is why I have resorted to trying to "testify" with "evidence".

54. I'm essentially trying to say what I literally don't have words or language to articulate.

55. That is why I have tried to SHOW the truth, in a linear fashion, using heavy markup, writing between the lines of the fraudulent court filings. In an attempt to sow the truth in with the fraudulent narrative, in an "inline" way, so not to lose the attention of the reader before being able to distinguish what I'm trying to say.

56. If anyone was able to take my booklet TN Court Motions in Chronological Order⁶

⁶ https://rico.jefffenton.com/evidence/2019_tn-court-motions-in-chronological-order.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 19, PageID.2617-2716.)

and read through it, accept my markup as my sworn testimony, and apply the law to it to deliver me justice, then we would be all done here.

57. The last five pages of that booklet⁷ have a Report and Recommendation from Nashville Federal District Court in Fisher v. Gates, No. 3-15-cv-127, which shows how the Chancery Court and the Court of Appeals should have handled my case... being pro se, plead in good faith, maybe not addressing every averment, but doing my absolute best on short notice, while clearly I have never failed to plead, clearly I desire to defend my case, and negligence is not an acceptable reason to allow defaults to stand for a pro se when they are doing their best in good faith.

58. While as hopefully you can see by now, there were some serious bad actors cutting my legs out from underneath me in Tennessee.

59. I'm still struggling to figure out how to articulate what I can much easier SHOW, but nobody will respond and help me with what I have shown, so I need to figure out how to articulate it, which I am trying and making headway, but the level of discrepancy between the truth and the fraudulent court records, is obscene.

60. I didn't use to think I had "communication disabilities", but after the abuse I have experienced by defendants Story, Yarbrough, Binkley, and Beeler, I do now.

61. The reason that some of my filings are the way they are, is not because I wish to disrepute the judiciary in any way, I've been fighting for my life, trying to figure things out, while struggling to articulate them in both a respectful and believable manner in light of the

⁷ Case 1:23-cv-01097-PLM-RSK, ECF No. 19-14, PageID.2712-2716.

unconscionable level of misconduct in my preceding litigation.

62. After listening to the Audio Book “The ADHD Effect on Marriage”, subtitled “Understand and Rebuild Your Relationship in Six Steps” by author Melissa Orlov, my ex-wife forcefully stated, “You’re screwed, and I just have to learn to live with it!” (Or something substantially similar).

63. In a text message I received on 1/23/2019, my ex-wife told me in part, “I used to always think of you like you were riding a stationary exercise bicycle; peddling furiously, working so hard, but going nowhere.”

64. In a text message I received from my ex-wife on 2/9/2019, she said in part, “I hate it when you ask me to choose what you “should” work on, since you can’t multitask.”

65. Those are my two most frustrating and debilitating flaws, caused by my disabilities. My slow meticulous, contemplative, and repetitive pace at which I complete important tasks (valuing perfection over speed, as a result of having “Obsessive Compulsive Personality Disorder”), further exacerbated by having “Attention Deficit Hyperactivity Disorder”, causing me to lose focus, or focus too intensely on one project, problem, or task, at the exclusion of others.

66. In the Merck Manuals Professional Edition online, an article by Mark Zimmerman, MD, Rhode Island Hospital (May 2021), describes “Obsessive Compulsive Personality Disorder” (OCPD) as follows (I believe that these characteristics accurately describe me):

- (1) 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.

- (2) 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.
- (3) Patients with obsessive-compulsive personality disorder are excessively dedicated to work and productivity; their dedication is not motivated by financial necessity.
- (4) These patients plan ahead in great detail and do not wish to consider changes. Their relentless rigidity may frustrate coworkers and friends.
- (5) 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.

67. Most of the time, when someone says something “worse” about me, than I will admit, they are lying.

68. There are very few people more critical of me, than I am.

69. Truth is my highest value. Authenticity is my second highest value, which I define as “truth in relationships”.

70. I almost always openly admit my faults. I despise pretentiousness. I do not hide behind pride.

71. I believe that whenever someone takes what I will freely disclose, then tries to “read between the lines”, they are usually fabricating false attributes, perceptions, or a false narrative about me. (If it were true, then I usually would have said it.)

72. Most often, I over disclose. I don’t have much of a “filter” and I hold very little back.

73. In the past I have repeatedly asked my ex-wife to teach me how to “draft”, since architecture was clearly our family’s “bread and butter”, but she ultimately refused. She told me, “You would probably get one wall designed perfectly and the rest of the building would never get drawn.” (Or something substantially similar.)

74. She knew exactly how to target, attack, and exploit my disabilities for a strategic advantage during our divorce, which is exactly what Attorney Virginia Lee Story viciously and relentlessly did.

75. Everything I held and cherished in my life, my home, my “safe place”, my shelter, my only stream of income, my sole asset towards retirement, my only “wealth”, Attorney Story violently ripped from my possession with absolutely zero consideration of the consequences for me, while not providing me with a single dollar in exchange toward my relocation, replacement shelter, provision, support, medications, etc.

76. All support was synchronously timed and terminated prior to filing the divorce, unconscionably without notice.

77. I can write the truth all day long, but unless someone in an honorable position of authority starts making court orders to apply the law to the truth while beginning to provide me with some relief, all I can do is spin in circles and try to get friends to help me articulate more clearly what I’m still struggling to articulate clearly, while not knowing how to articulate dishonorable actions by the preceding court and counsel without sounding offensive, as if I’m disparaging the court, while that is honestly not my goal.

78. I need help. There is no plan “B”. I need justice!

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 March 25, 2024



JEFFREY RYAN FENTON, PRO SE

17195 SILVER PARKWAY, #150
FENTON, MI, 48430-3426
JEFF.FENTON@LIVE.COM
(P) 615.837.1300

UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MICHIGAN

FILED- LN

March 25, 2024 4:07 PM
CLERK OF COURT
U.S. DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
BY: eod FILED BY: gso/3/25

JEFFREY RYAN FENTON,

PLAINTIFF

v.

VIRGINIA LEE STORY ET AL.,

DEFENDANTS

CASE NO. 1:23-cv-1097

DECLARATION ABOUT PROFESSIONAL AND JUDICIAL MISCONDUCT
DURING MY 8/1/2019 HEARING IN CHANCERY COURT

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 (CASE NO. 1:23-cv-1097).
3. I am a citizen of the United States of America.
4. I was born in 1969 at Fairchild Airforce Base, in Washington State.
5. I am domiciled in Genesee County, Michigan.
6. My mailing address is 17195 Silver Parkway, #150, Fenton, MI 48430-3426.
7. My phone number is (615) 837-1300.

Initials: 

PRO SE LITIGANT - MERITS RULE OVER TECHNICALITIES

8. I am acting in a *pro se*¹ capacity in this lawsuit, due to my poverty, entitled to a liberal reading and less stringent standards since it was prepared without assistance of counsel. See *Haines v. Kerner, et al.*, 404 U.S. 519, 92 S. Ct. 594 (1972).

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12. Medications that I take regularly can only control these afflictions, not cure them.

13. Due to my disabilities, it is extremely difficult for me to concisely write long documents without losing focus and experiencing significant sprawl, causing repetition, countless

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Initials: 

rewrites, and bloated documents. For this reason, I am trying to file multiple short declarations to concisely address specific topics, to help communicate more effectively, for the benefit of all parties.

DECLARATIONS INCLUDED BY REFERENCE HEREIN AND THROUGHOUT

14. This declaration shall include a master list of other declarations which I have written in this lawsuit, which shall be periodically updated, both in court and online, to have the most comprehensive and complete set of facts available in this case.

15. Every declaration and the facts therein written by me and mentioned in this document are incorporated herein by reference and made a part of this declaration.

16. Similarly, this declaration and the facts herein, along with those contained in my other declarations cited in this list, are all incorporated by reference and made a part of all my declarations that refer to this “Fenton Master Declaration and List of Declarations to Date”.

17. As a result of my disabilities, my principal loss of cognitive function is that I’m extremely slow in performing any significant and/or challenging task. Further exacerbated by an inability to effectively “multi-task” high-value projects, meet pressing demands, or lose all that I love in my life as a consequence.

18. Deadlines are extremely stressful, and often even frantic for me. Typically, the final 48-hours before a critical court deadline, I become extremely anxious, my mind starts racing and my thoughts become fragmented. To explain how it feels, I’d compare it to standing outside in the middle of a blizzard. I can completely forget what I’m working on and get lost in the multiple windows on my computer screen, to no avail.

Initials: 

19. It is common for me to rewrite pleadings for the court 50+ times, in an attempt to communicate the depth and the breadth of the cruel, fraudulent, criminal, and unconstitutional damages which I have experienced to date, because so far, it doesn't appear that a single word of my testimony on Court records has ever been used to my benefit.

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MY PSYCHOLOGICAL BENT TOWARDS TRUTH DESPITE THE CONSEQUENCES

22. By the clinical definitions of Obsessive-Compulsive Personality Disorder, one of my most defining disabilities, coupled with my personal values and belief system, I am far more likely to be honest and tell the truth **regardless of the consequences to myself** or anyone else, than most people in society.

23. Therefore, the fact that not one court to date has used one word of my testimony to my benefit outside the court process itself, is not only unconstitutional and wrecks of foul play, but it is also purely **illogical**, because I bring the most reliable, uncompromised, unadulterated, and trustworthy testimony regarding the preceding Tennessee litigation. Whether the court accepts that or not, that is a psychological fact about who I am.

24. On top of that, I have gone to great pains to provide the courts with a wealth of evidence by which to substantiate my testimony, beyond any reasonable margin of error.

25. According to Merck Manuals Professional Edition (online), in their section of psychiatric disorders, they state the following² about “Obsessive-Compulsive Personality Disorder”, which I have been accurately diagnosed³ with and suffer from:

26. *“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.”*

27. *“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.”*

28. Ironically, I’m the one who honors and submits to the law by psychological disorder.

29. Show me someone else in this group who is honestly “overzealous, picky, and rigid about issues of morality, ethics, and values”. That is me, and I’m tired of my testimony being ignored, while my life has been destroyed by repugnant lies which could never survive cross examination.

30. Which is exactly why Chancery Court cast fraudulent “default” judgements against me, after driving me out of Tennessee to survive their harsh bias orders, instead of allowing “discovery” to begin and having the court hear and decide anything at all based upon the truth.

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³ https://rico.jefffenton.com/evidence/2020-07-08_tnsc-coa-ada-request-for-modification.pdf

MY BELOVED

31. Ms. Fawn Fenton (hereinafter “Ms. Fenton”, “wife”, and “ex-wife”) and I were together for fifteen years, thirteen during which we were married.

32. On August 1, 2019, in the court room of Judge Michael Weimer Binkley in the Williamson County Chancery Court, the following took place:

UNCONSTITUTIONAL: NO OPPORTUNITY TO SAVE MY PROPERTY INTERESTS OR TO MITIGATE MY LOSSES

33. After a pre-trial conference in the back of the Chancery Court I told my counsel Charles “Marty” Duke that I could borrow money from my mother to bring our mortgages current and to keep them current (roughly \$8k, less than I collectively spent on counsel for that day), provided I could continue living in my home.

34. After telling Mr. Duke this, I asked if that might be possible.

35. Defendant Story overheard me and answered me directly by stating, **“No. It’s already too far along in the bankruptcy.”**

36. That was unconstitutional, a violation of bankruptcy law, as well as a violation of due process.

37. Upon information and belief, I believe that this statement by defendant Story was also factually false. I see no such finding, judgment, or documentation in the bankruptcy record to support this claim. The bankruptcy court pretended to sell the marital residence based upon the orders from the Chancery Court, while Chancery Court played much of the same game, as if compelled to sell the marital residence to accommodate the bankruptcy, while neither court had

the lawful jurisdiction and authority to force the sale of the martial residence, without discovery and full due process of law, which they both refused.

38. I was strategically deprived of lawful notice and “*adequate protection*” required by the bankruptcy court, while I was also denied any opportunity to save my property or to attempt to mitigate my losses in my property interests prior to the forced deprivation of my property by the Chancery Court.

DEFENDANT STORY’S FRAUDULENT NARRATIVE AND SMEAR CAMPAIGN

(1) STORY’S LIE: UNABLE TO GET MR. FENTON SERVED

1. On page-4⁴ in lines 5-7 of the transcript of evidence⁵ from the 8/1/2019 hearing in Chancery Court, defendant Story stated, “Mrs. Fenton filed for divorce back in '18, and she was unable to get Mr. Fenton served.”

2. That statement by defendant Story was false.

3. I was served on October 1st, 2018. I responded to that service by filing an “ANSWER & COUNTER-COMPLAINT FOR DIVORCE” in Williamson County Chancery Court docket #47426, on October 30th, 2018⁶.

4. By stating this, defendant Story violated Tenn. R. Sup. Ct. 3.3 - Candor Toward the Tribunal: “(a) A lawyer shall not knowingly: (1) make a false statement of fact or law to a tribunal.” And Tenn. R. Sup. Ct. 3.4 - Fairness to Opposing Party and Counsel: “A lawyer shall

⁴ Case 1:23-cv-01097-PLM-RSK, ECF No. 22, PageID.2821

⁵ https://rico.jefffenton.com/evidence/2019-08-01_chancery-hearing-transcript.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-24, PageID.1184 ~ ECF No. 1-25, PageID.1225), Case 1:23-cv-01097-PLM-RSK, ECF No. 22, PageID.2818-2862

⁶ https://rico.jefffenton.com/evidence/2018-10-30_husbands-answer-counter-complaint-47426.pdf

not: (e) in trial, (2) assert personal knowledge of facts in issue except when testifying as a witness.”

5. Defendant Story’s statements of fact were not only false, but she knew that they would be “in issue”, because she intentionally spoke in a manner by which to assassinate my character before the court. Hence by the Tennessee Supreme Court’s Rules of Professional Conduct, defendant Story was prohibited from even making these statements in open court.

(2) STORY’S LIE: THE PROBLEM WITH A PRIVATE REALTOR

6. On the bottom of page-4⁷ in lines 21-25 of the transcript of evidence⁸ from the 8/1/2019 hearing in Chancery Court, defendant Story stated, “The problem with the private realtor is that Mr. Fenton posts these kind of documents that are -- this is the do not enter my property, and I’ll hand you a copy of that.”

7. That statement was absolutely false.

8. By making this statement, defendant Story violated the Tennessee Supreme Court’s Rules of Professional Conduct by “testifying as a witness”, without any firsthand knowledge, while making entirely false and bias statements to mislead the court.

9. Defendant Story violated 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

⁷ Case 1:23-cv-01097-PLM-RSK, ECF No. 22, PageID.2821

⁸ https://rico.jefffenton.com/evidence/2019-08-01_chancery-hearing-transcript.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-24, PageID.1184 ~ ECF No. 1-25, PageID.1225), Case 1:23-cv-01097-PLM-RSK, ECF No. 22, PageID.2818-2862

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”.

10. I was a licensed real estate agent⁹ in the State of Tennessee for 16 ½ years, with access to hundreds of millions of dollars’ worth of Middle Tennessee real estate, without one single complaint filed against me throughout my entire career. Contrary to defendant Story’s narrative, my real estate license remained current for over a year after this divorce.

11. I was a highly skilled and capable residential real estate *listing agent*. I was able to market and sell properties in Middle Tennessee for *top-dollar*, as good if not better than anyone else that either I or my wife had knowledge of and experience working with.

12. If ever my wife and I had reached terms by which we could have sold our home amicably together¹⁰, then I would have removed any signage which might have hindered the full sales potential of our property. It is both obscene and completely unsubstantiated to suggest otherwise.

13. An “impartial tribunal” cannot refuse to afford me the slightest “benefit of the doubt” in every circumstance.

⁹ https://rico.jefffenton.com/evidence/2004-12-09_through_2021-07-25_tn-real-estate-license.pdf

¹⁰ https://rico.jefffenton.com/evidence/2019-01-28_verbal-agreement-needed-in-writing-for-closing.pdf

(3) STORY'S LIE: MR. FENTON WAS AVOIDING SERVICE

14. On the top of page-5¹¹ in lines 1-5, of the transcript of evidence¹² from the 8/1/2019 hearing in Chancery Court, defendant Story stated, "It was made as part of the exhibits when we filed for divorce in 2019. Mr. Fenton was avoiding service."

15. That statement was false. I never knowingly avoided service for a divorce in 2019.

16. By stating this, defendant Story violated Tenn. R. Sup. Ct. 3.3 - Candor Toward the Tribunal: "(a) A lawyer shall not knowingly: (1) make a false statement of fact or law to a tribunal." And Tenn. R. Sup. Ct. 3.4 - Fairness to Opposing Party and Counsel: "A lawyer shall not: (b) falsify evidence, counsel or assist a witness to offer false or misleading testimony; or (e) in trial, (1) allude to any matter that the lawyer does not reasonably believe is relevant or that will not be supported by admissible evidence."

17. Defendant Story knew that this was a "non-issue", she mentioned it for no reason other than to abusively defame my character to bias the court against me.

(4) STORY'S LIE: HUSBAND FAILED TO LIST HOUSE AS AGREED

18. On page-5¹³ in lines 9-14 of the transcript of evidence¹⁴ from the 8/1/2019 hearing in Chancery Court, defendant Story stated, "In 2018, when they made this agreement, if she dropped the divorce he would agree to put the house on the market. It never got on the market. It

¹¹ Case 1:23-cv-01097-PLM-RSK, ECF No. 22, PageID.2822

¹² https://rico.jefffenton.com/evidence/2019-08-01_chancery-hearing-transcript.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-24, PageID.1184 ~ ECF No. 1-25, PageID.1225), Case 1:23-cv-01097-PLM-RSK, ECF No. 22, PageID.2818-2862

¹³ Case 1:23-cv-01097-PLM-RSK, ECF No. 22, PageID.2822

¹⁴ https://rico.jefffenton.com/evidence/2019-08-01_chancery-hearing-transcript.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-24, PageID.1184 ~ ECF No. 1-25, PageID.1225), Case 1:23-cv-01097-PLM-RSK, ECF No. 22, PageID.2818-2862

was he's got to fix this, he's got to fix that. It was one excuse after another..."

19. This statement was false.

20. By stating this, defendant Story violated Tenn. R. Sup. Ct. 3.3 - Candor Toward the Tribunal: "(a) A lawyer shall not knowingly: (1) make a false statement of fact or law to a tribunal." And Tenn. R. Sup. Ct. 3.4 - Fairness to Opposing Party and Counsel: "A lawyer shall not: (b) falsify evidence, counsel or assist a witness to offer false or misleading testimony; or (e) in trial, (1) allude to any matter that the lawyer does not reasonably believe is relevant or that will not be supported by admissible evidence." (Unfortunately a recurring tactic by defendant Story.)

21. It wasn't my fault that our home was never listed on the market for sale, it was my wife's fault, because she refused to put her own words, from our "Verbal Settlement Agreement¹⁵", in writing¹⁶ and sign it.

22. While the closing agent we were working with required a simple signed agreement between Ms. Fenton and myself, stating how the proceeds from the sale of our home would be divided and dispersed between us, before she was willing to allow Ms. Fenton to use a Specific Power of Attorney, which I had obtained in good faith, to allow Ms. Fenton to list and sell our home while only requiring my participation on the final closing documents.

23. Selling our home was contingent upon our alimony agreement, because I needed the financial means to purchase or rent myself replacement housing. I never volunteered to render myself homeless, while it is wholly unreasonable for defendant Story to even suggest such.

¹⁵ https://www.rico.jefffenton.com/evidence/2018-10-27_verbal-settlement-agreement.pdf

¹⁶ https://rico.jefffenton.com/evidence/2019-01-28_verbal-agreement-needed-in-writing-for-closing.pdf

24. This wasn't about me being difficult, asking for a lot, or trying to "take advantage" of my wife, in any way. It was a pragmatic matter of me needing food and shelter, as well as being entitled to food and shelter, otherwise nobody had a lawful or ethical right to deprive me of the food and shelter which **I already had**. Yet unconscionably they did, with careless disregard for my life, liberty, and property.

(5) STORY'S LIE: WIFE "HAD TO" FILE BANKRUPTCY BECAUSE HUSBAND FAILED/REFUSED TO SELL THEIR HOUSE AS AGREED

25. On page-5¹⁷ in lines 13-15 of the transcript of evidence¹⁸ from the 8/1/2019 hearing in Chancery Court, defendant Story stated, "It was one excuse after another, and here we are sitting a year later, **and now my client had to file bankruptcy.**"

26. This statement was obscenely false.

27. Ms. Fenton never "needed" to file bankruptcy¹⁹. It was entirely a fraudulent rouse²⁰, planned for the date when she knew over a year in advance that her employer planned to retire and close their architecture firm²¹. Purely to evade her financial responsibility²² of paying me \$1,750 per month in alimony²³ for a duration of 6-years, as repeatedly agreed²⁴.

¹⁷ Case 1:23-cv-01097-PLM-RSK, ECF No. 22, PageID.2822

¹⁸ https://rico.jefffenton.com/evidence/2019-08-01_chancery-hearing-transcript.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-24, PageID.1184 ~ ECF No. 1-25, PageID.1225), Case 1:23-cv-01097-PLM-RSK, ECF No. 22, PageID.2818-2862

¹⁹ https://rico.jefffenton.com/evidence/2021-01-26_trustees-final-account-and-distribution-report.pdf

²⁰ https://rico.jefffenton.com/evidence/2019-04-26_ausbrosks-story-fraudulent-bk-petition.pdf

²¹ https://rico.jefffenton.com/evidence/2019-04-26_bankrupcy-planned-for-when-employer-retires.pdf

²² https://rico.jefffenton.com/evidence/2018-09-14_fair-settlement-offer-by-wife-with-tax-truth.pdf

²³ https://rico.jefffenton.com/evidence/2018-07-12_arons-and-associates-divorce-planning.pdf

²⁴ https://rico.jefffenton.com/evidence/2018-10-27_verbal-settlement-agreement.pdf

https://rico.jefffenton.com/evidence/2019-01-08_wifes-claims-about-alimony-and-lawyers.pdf

28. Largely because of the Trump Tax Reform²⁵, which made it so that Ms. Fenton could no longer write-off alimony payments, since we were unable to finalize our divorce by December 31st, 2018, as we had both hoped.

29. In a series of text messages²⁶ with Ms. Fenton on December 22nd, 2018, discussing the financial impact of the Trump Tax Reform on Ms. Fenton's net income, she stated in part, "Correct, my tax situation is going to suck for a very long time... **90k gross - 31k taxes - 21k alimony = 38k net**. Plus or minus... Someday when alimony is done, I can get a job making only \$43k gross and have same net of +/- \$38k."

30. The other major incentive for Ms. Fenton to file for bankruptcy, was because the mortgages were in her name, but she had abandoned our marital residence²⁷ and rented herself an apartment in April of 2018²⁸. As such, she had no lawful means of forcing me to move out of our marital residence or to compel its sale. Unfortunately, she had already decided that our marital residence was a financial burden on her, so she no longer wanted to keep our home²⁹, despite the tremendous loss we would both suffer from selling our home during that season³⁰.

31. We had invested hundreds of thousands of dollars into improvements³¹, and the market needed time for property appreciations to catch up and surpass our investments. This

²⁵ https://rico.jefffenton.com/evidence/2018-12-31_divorce-deadline-for-trump-tax-reform.pdf

²⁶ https://rico.jefffenton.com/evidence/2018-12-22_projected-gross-taxes-alimony-net.pdf

²⁷ https://rico.jefffenton.com/evidence/2018-04-23_wife-locked-plaintiff-out-of-financial-accounts.pdf

²⁸ https://rico.jefffenton.com/evidence/2018-05-02_family-budget-living-apart.pdf

²⁹ https://rico.jefffenton.com/evidence/2018-10-09_wife-does-not-want-to-keep-marital-residence.pdf

³⁰ https://rico.jefffenton.com/evidence/2019-10-10_chancery-no-proceeds-from-forced-auction.pdf

³¹ <https://rico.jefffenton.com/evidence/1986-sunnyside-property-improvement-highlights.pdf>

happened dramatically over the four years to follow³², appreciating roughly a hundred thousand dollars per year³³. But we both knew there was no way that we could sell our home in 2019 without suffering an extreme financial loss³⁴, which we had no means of compensating for or recovering from.

32. Upon information and belief, unfortunately my wife's counsel coached her to secretly default upon our mortgage payments (which she had promised to pay³⁵ and had been paying), followed by secretly filing for bankruptcy, while falsifying her bankruptcy petition³⁶ to conceal my cash investment³⁷ and ownership interests in our equally deeded³⁸ marital residence³⁹ as tenancy by the entirety⁴⁰, as well as her domestic support obligations⁴¹, paid up to and even a month after her fraudulent federal bankruptcy petition⁴² was filed.

33. Neither me nor my two lawful roommates/tenants⁴³ were ever given notice⁴⁴ about Ms. Fenton's fraudulent federal bankruptcy filing, nor about the bad-faith motion by her counsel

³² https://rico.jefffenton.com/evidence/2022-01-03_1986-sunnyside-brentwood-tn-appreciation.pdf

³³ https://rico.jefffenton.com/evidence/2023-05-31_1986-sunnyside-brentwood-tn-appreciation.pdf

³⁴ https://rico.jefffenton.com/evidence/2019-10-10_chancery-no-proceeds-from-forced-auction.pdf

³⁵ https://rico.jefffenton.com/evidence/2018-05-02_family-budget-living-apart.pdf

³⁶ https://rico.jefffenton.com/evidence/2019-04-26_ausbrooks-story-fraudulent-bk-petition.pdf

³⁷ https://rico.jefffenton.com/evidence/2011-04-29_1986-sunnyside-premarital-assets-invested.pdf

³⁸ https://rico.jefffenton.com/evidence/2011-04-29_1986-sunnyside-brentwood-tn-deed.pdf

³⁹ <https://rico.jefffenton.com/evidence/1986-sunnyside-brentwood-tn-2019-property-taxes.pdf>

⁴⁰ https://rico.jefffenton.com/evidence/2011-04-29_fenton-marital-residence-tenancy-by-entirety.pdf

⁴¹ https://rico.jefffenton.com/evidence/2019-05-16_support-email-wife-never-mentioned-bankruptcy.pdf

⁴² https://rico.jefffenton.com/evidence/2019-04-26_ausbrooks-story-fraudulent-bk-petition.pdf

⁴³ https://rico.jefffenton.com/evidence/2018-08-30_wifes-budget-for-husband-keeping-home.pdf

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

⁴⁴ https://rico.jefffenton.com/evidence/2022-03-15_ustp-bk-fraud-referral-confirmed-no-notice.pdf

to sell our marital residence.

34. The height of absurdity in this action is the fact that in the end Ms. Fenton only received “bankruptcy relief” of \$44, 079.09 worth of claims discharged⁴⁵ (after defendant Story’s alleged debt was subtracted, since her fees were never necessary and purely procured unconscionable fraud.)

35. Upon information and belief, the cost of Ms. Fenton’s combined counsel for her bankruptcy and vexatious divorce actions must have surpassed, or at least rivalled, her alleged “bankruptcy relief” obtained through this absolutely unnecessary and legally unjustifiable fraudulent federal bankruptcy filing and forced liquidation of our marital residence⁴⁶.

36. While irresponsibly discarding roughly two-hundred and fifty thousand dollars worth of our investment (including our premarital retirement funds) and equity as of the closing of the forced auction on October 31st, 2019. We have further lost roughly four hundred thousand dollars **more** in appreciation since⁴⁷.

37. Yet defendants Story had the nerve to blame this absolutely unnecessary bankruptcy scam which she and defendant Ausbrooks engineered, upon me. To my own substantial detriment of course. This is completely **unreasonable** and obscenely **absurd**.

⁴⁵ https://rico.jefffenton.com/evidence/2021-01-26_trustees-final-account-and-distribution-report.pdf

⁴⁶ https://rico.jefffenton.com/evidence/2019-10-10_chancery-no-proceeds-from-forced-auction.pdf

⁴⁷ https://rico.jefffenton.com/evidence/2022-01-03_1986-sunnyside-brentwood-tn-appreciation.pdf
https://rico.jefffenton.com/evidence/2023-05-31_1986-sunnyside-brentwood-tn-appreciation.pdf

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(6) STORY'S LIE: HUSBAND IS AT FAULT FOR WIFE'S CREDIT CARD DEBTS

38. On page-5⁴⁸ in lines 17-23 of the transcript of evidence⁴⁹ from the 8/1/2019 hearing in Chancery Court, defendant Story stated, "She's paying \$48,000 in credit card debt, and this credit card debt is in her name, but the genesis of those cards, I have a history of the cards where Mr. Fenton would transfer balances from his credit cards to a credit card in her name, and then she became in a horrible financial situation."

39. In this statement defendant Story indirectly said or "insinuated" something which is "materially misleading", that was intentionally deceptive and demeaning to further bias the court, which was substantially false (if not entirely), and met the Tennessee Supreme Court's own definition for "fraud" and "fraudulent".

40. This point touches upon one of the most egregious issues of fraud committed on both the Chancery and Bankruptcy Courts in the associated cases by Ms. Fenton's counsel, the idea that we financially operated in marriage as if two independent and separate persons. That could not have been more false.

41. Ms. Fenton and I lived under the spiritual, financial, and legal principle⁵⁰ of "*the two becoming one at marriage*", referred to as "*Tenancy by Entirety*". Throughout the entire duration of our marriage. All of our income, assets and debts were always held as one "*tenancy by entirety*". Regardless of whose name any were technically in. Those choices were strategically for the benefit

⁴⁸ Case 1:23-cv-01097-PLM-RSK, ECF No. 22, PageID.2822

⁴⁹ https://rico.jefffenton.com/evidence/2019-08-01_chancery-hearing-transcript.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-24, PageID.1184 ~ ECF No. 1-25, PageID.1225), Case 1:23-cv-01097-PLM-RSK, ECF No. 22, PageID.2818-2862

⁵⁰ <https://bwp.tnble.org/wp-content/uploads/2019/09/Property-Law.pdf>

of *both* of us, whether for preferential interest rates, risk mitigation, etc... Most things were a matter of whether we held them in our “left pocket” vs our “right pocket”. Not whether they were “hers” or “mine”. (There were some very minor sentimental and premarital exceptions.)

(7) STORY’S LIE: HUSBAND HACKED WIFE’S EMPLOYER, SO HE WAS FIRED

42. On page-6⁵¹ in lines 1-3 of the transcript of evidence⁵² from the 8/1/2019 hearing in Chancery Court, defendant Story stated, “She is an architect, works for a firm, and Mr. Fenton was the IT person for the firm, and he hacked the emails so he lost that job.”

43. That statement was false.

44. I don’t even know how to “hack” a computer or network.

45. I voluntarily terminated my contract working for Ms. Fenton’s employer⁵³, because I was fed-up feeling like he was taking advantage of both myself and my wife, while not keeping his promises, being extremely cheap, and having poor financial integrity.

46. Ms. Fenton told me many times that in regard to contracts bid on by her company, including significant government and education contracts, that her boss would low bid jobs to “win” or be awarded the contracts. Then later down the road, her employer would use add-ons, change orders, or something substantially similar, to charge them enough for what they ultimately wanted.

47. Ms. Fenton told me many times, that one of her employers’ favorite sayings was,

⁵¹ Case 1:23-cv-01097-PLM-RSK, ECF No. 22, PageID.2823

⁵² https://rico.jefffenton.com/evidence/2019-08-01_chancery-hearing-transcript.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-24, PageID.1184 ~ ECF No. 1-25, PageID.1225), Case 1:23-cv-01097-PLM-RSK, ECF No. 22, PageID.2818-2862

⁵³ https://rico.jefffenton.com/evidence/2017-04-27_voluntarily-terminated-contract-with-wifes-firm.pdf

“If we don’t lie to them, then someone else will.”

48. Ms. Fenton told me many times that her employer playfully said, chanted, or sang those words in their office.

49. That is a philosophy and business model which both I and my ex-wife found repulsive.

50. Ms. Fenton told me many times that her employer was “slow pay” with many industry professionals, and that some of her favorite engineers and other trade professionals she had worked with in years past, refused to work for her employer, because of his failure to timely pay them.

51. I also experienced problems with being nickel and dimed and timely paid by her employer, though less than other professionals, since my wife was essentially her boss’s “operations manager” and “lead architect”.

52. My wife’s employer (Mr. Ken Adkisson) promised her a partnership for years, when business was slow after the 2007-2008 market crash, to persuade Ms. Fenton not to leave their company and seek employment at a larger firm. Yet I never saw him make good on any of those promises to her, except after I confronted him in an email⁵⁴ on March 28th, 2017, after he gave Ms. Fenton her annual payroll review on March 22nd, 2017, with exactly a *zero percent* raise.

53. I found that highly insulting on her behalf, knowing the prosperity of the company during that season, combined with the critical role my wife played in that firm, and the weight she

⁵⁴ https://rico.jefffenton.com/evidence/2017-04-06_wifes-belated-raise-after-protest.pdf

Initials: 

carried on her shoulders to meet demanding deadlines, often working significant amounts of unrewarded overtime, adding more stress into our home life.

54. After I confronted Mr. Adkisson about his failure to show his appreciation for my wife, and the value she provides both to his company and his life, on April 6th, 2017, Mr. Adkisson gave Ms. Fenton a thirteen percent raise⁵⁵, in the amount of \$10,154.64 per year increase in her salary.

55. Unfortunately, after Mr. Adkisson gave my wife the raise, he began talking trash about me around their office, upsetting my wife, at which point I had my fill of working for Adkisson & Associates Architects, Inc.

56. On April 27th, 2017, I emailed⁵⁶ Mr. Ken Adkisson and I voluntarily terminated my IT contract with their firm, while assisting their company in a peaceful transition to a new IT firm or vender of their choice, without ever causing any damage to their office computers or network.

57. At 4:01pm on April 27th, 2017, Mr. Ken Adkisson emailed me back⁵⁷ in response to my termination notice and stated, "Thank you Jeff, we certainly appreciated your efforts. Good luck in the future."

58. I saved Adkisson & Associates Architects Inc. tens-of-thousands of dollars, by prolonging the life of outdated systems and software with preventative maintenance and upgrades, rather than replacements, with almost no downtime since I performed my work overnight, while

⁵⁵ https://rico.jefffenton.com/evidence/2017-04-06_wifes-belated-raise-after-protest.pdf

⁵⁶ https://rico.jefffenton.com/evidence/2017-04-27_voluntarily-terminated-contract-with-wifes-firm.pdf

⁵⁷ https://rico.jefffenton.com/evidence/2017-04-27_voluntarily-terminated-contract-with-wifes-firm.pdf

only charging them a fraction of “standard industry rates” which they paid both before my employ and after.

59. To say or insinuate that I did anything malicious to this company is obscene.

(8) STORY’S LIE: HUSBAND IS A “SELF-TAUGHT COMPUTER GENIUS”

60. On page-6⁵⁸ in lines 3-6 of the transcript of evidence⁵⁹ from the 8/1/2019 hearing in Chancery Court, while referring to me, defendant Story stated, “He is very intelligent. He has a high school education, but he is a self-taught computer genius.”

61. This statement was false.

62. I have only a “hobby” skill level in computers.

63. I’m not any sort of “genius” nor have I ever been accused of such.

64. I was told that I scored 100 on an IQ test as a teenager, which to my understanding is baseline average.

65. I have a number of vocationally challenging disabilities⁶⁰, including Obsessive Compulsive Personality Disorder (OCPD), Attention Deficit Hyperactivity Disorder (ADHD), and Generalized Anxiety Disorder (GAD), which significantly hinder my vocational pursuits more than any intelligence factor could ever benefit me.

66. In large part, this means that I am extremely slow, studied, and repetitive in the work that I perform. I am a perfectionist who values doing things “right”, over speed, at all costs.

⁵⁸ Case 1:23-cv-01097-PLM-RSK, ECF No. 22, PageID.2823

⁵⁹ https://rico.jeffenton.com/evidence/2019-08-01_chancery-hearing-transcript.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-24, PageID.1184 ~ ECF No. 1-25, PageID.1225), Case 1:23-cv-01097-PLM-RSK, ECF No. 22, PageID.2818-2862

⁶⁰ https://rico.jeffenton.com/evidence/2020-07-08_tnsc-coa-ada-request-for-modification.pdf

Initials: 

While being unable to effectively “multi-task” more than one significant task, pursuit, or project at a time.

67. In a text message⁶¹ from my wife on January 23, 2019, Ms. Fenton stated in significant part, “I used to always think of you like you were riding a stationary exercise bicycle; peddling furiously, working so hard, but going nowhere.”

68. This has never been for any lack of work or effort on my part.

69. In another text message⁶² from my wife on February 9th, 2019, Ms. Fenton stated, “I don’t know how to answer your question right now. I hate it when you ask me to choose what you “should” work on, since you can’t multitask.”

70. Those two texts reveal my wife’s two most significant pet-peeves about both my disabilities and my vocational potential. We both expected that with her MIT education and her advanced accreditations as a licensed professional architect, with that she had two to three times the vocational potential of what I could ever realistically reach. I never misrepresented my potential or my worth either.

71. Most of my vocational experience is in working in food service and in running large commercial printing presses. In the United States the commercial printing industry has almost all but become extinct over the past twenty years. For me to be able to qualify for any reasonably rewarding job, I need to obtain some sort of technical certification or skill first, where there are meaningful opportunities within the geography that I have now been forced to live.

⁶¹ https://rico.jefffenton.com/evidence/2019-01-23_riding-an-exercise-bicycle-peddling-furiously.pdf

⁶² https://rico.jefffenton.com/evidence/2019-02-09_wife-hates-that-plaintiff-can-not-multi-task.pdf

72. I had probably 20x the vocational opportunities⁶³, living in my home in Brentwood Tennessee, then I have now in Michigan, or than I expect will ever be within my reach again.

73. My primary vocational experience working with computers for money was in my contract with Ms. Fenton's architecture firm, but despite the outstanding service I gave them and the amount of money I saved their firm, because of the divorce neither my ex-wife nor her employer will provide me with a reference, which leaves me both with no education and no vocational experience to speak of.

74. The only way I was able to obtain the IT contract for Ms. Fenton's architecture firm was because of her employment, trust, and role in that company. Combined with the fact that I knew what their problems were as well as how much they had paid for completely unsatisfactory solutions.

75. Armed with that knowledge and nightly access due to my wife's trust and role in the company, I was able to meet their needs (which were otherwise unmet, extremely cost prohibitive, for essentially emergency triage IT services upon complete failure), while performing "hobby" level routine maintenance and service, preventing failures, while prolonging the life of their equipment. Plus, I only charged approximately one third of typical industry rates.

76. I doubt that I could even qualify for an entry level IT job with another company without first going back to school to obtain some sort of technical certification. Even then, with my age and disabilities, my potential is quite limited.

⁶³ https://rico.jefffenton.com/evidence/2017-2021_census-brentwood-tennessee-v-fenton-michigan.pdf

Initials: 

(9) STORY'S LIE: WE'VE GOT A TAX LIABILITY FROM 2016

77. On page-6⁶⁴ in lines 12-13 of the transcript of evidence⁶⁵ from the 8/1/2019 hearing in Chancery Court, defendant Story stated, "...we've got a tax liability from 2-2016, standing out there."

78. Followed in line 17 by defendant Story stating, "So we have woes, IRS woes."

79. Those statements were both false⁶⁶.

80. Those statements were both literally the opposite of the truth.

81. Again, defendant Story materially misrepresented the financial structure of our family, pretending that our finances were separate while fraudulently concealing the fact that any monies previously paid to the IRS or owed to the IRS for back tax years, were equally Ms. Fenton's and mine, to gain or lose, not either one of us independently.

82. There was a planned tax credit on our account for 2016 with the IRS, never a liability of any sort. The IRS even paid me \$174.43 in **interest** for our 2016 tax credit in 2021, when the IRS reopened after being locked-down for COVID-19.

83. For more evidence to substantiate my claims, please see Ms. Fenton's own words from a settlement offer that she made me⁶⁷, when she was still operating in good faith, before hiring defendant Story.

⁶⁴ Case 1:23-cv-01097-PLM-RSK, ECF No. 22, PageID.2823

⁶⁵ https://rico.jefffenton.com/evidence/2019-08-01_chancery-hearing-transcript.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-24, PageID.1184 ~ ECF No. 1-25, PageID.1225), Case 1:23-cv-01097-PLM-RSK, ECF No. 22, PageID.2818-2862

⁶⁶ https://rico.jefffenton.com/evidence/2016-2017_fenton-family-irs-tax-credit-refunds-with-interest.pdf

⁶⁷ https://rico.jefffenton.com/evidence/2018-09-14_fair-settlement-offer-by-wife-with-tax-truth.pdf

84. I received a tax refund from the IRS for 2016 in the amount of \$5,619.36. “Color” it as you like, that is definitely not a “tax liability” as falsely testified by defendant Story in open court on 8/1/2019.

(10) STORY’S LIE: MS. FENTON COULD PROBABLY BE AN INNOCENT SPOUSE

85. In response to defendant Story’s fraudulent claims about an outstanding tax liability, on page-7⁶⁸ of this same transcript of evidence⁶⁹, in lines 7-8, defendant Binkley asked, “Is the IRS going to be intercepting this money?”

86. Followed shortly thereafter on the same page, defendant Binkley asked in lines 20-21, “Any possibility she could be an innocent spouse?”

87. On page-7⁷⁰ in lines 23, 25 and line 1 of page-8, of the transcript of evidence⁷¹ from the 8/1/2019 hearing in Chancery Court, defendant Story stated, “She could probably, but... at this point, your Honor, she just needs the burden of all the debt off her mentally...”

88. That statement was false.

89. That statement is a fraudulent misrepresentation of many things, including the financial structure of our family, the source of her indebtedness, as well as our standing with the IRS, my good skills and stewardship in the management of our income taxes, and my good character in general as a person and husband who was an equal partner.

⁶⁸ Case 1:23-cv-01097-PLM-RSK, ECF No. 22, PageID.2824

⁶⁹ https://rico.jefffenton.com/evidence/2019-08-01_chancery-hearing-transcript.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-24, PageID.1184 ~ ECF No. 1-25, PageID.1225), Case 1:23-cv-01097-PLM-RSK, ECF No. 22, PageID.2818-2862

⁷⁰ Case 1:23-cv-01097-PLM-RSK, ECF No. 22, PageID.2824

⁷¹ https://rico.jefffenton.com/evidence/2019-08-01_chancery-hearing-transcript.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-24, PageID.1184 ~ ECF No. 1-25, PageID.1225), Case 1:23-cv-01097-PLM-RSK, ECF No. 22, PageID.2818-2862

90. I received a tax refund from the IRS for 2017 in the amount of \$3,112.62. Which I amicably split with Ms. Fenton⁷² in good faith, while trusting her to mail me a check for \$1,556.00 (which she did) after I endorsed the \$3,112.62 check from the IRS and mailed it to her, along with a letter to her bank, authorizing her to cash our joint check from our 2017 income tax refund.

91. Moreover, I received an interest statement from the IRS for the \$174.43 in interest paid to me by the IRS.

92. Managing our income taxes is one of my best skills and attributes, admitted openly by my ex-wife prior to this charade. Yet defendants Story and Binkley colored it to fraudulently belittle and defame my character beyond belief, with absolutely no regard for the truth or the rules of professional conduct.

93. Defendant Story's motive is clear, as is defendant Binkley's bias, in the fact that he refused/failed to do his job and provide a tribunal free of misconduct, discrimination, harassment, and abuse, where both parties had an equal opportunity to be fairly heard, considered, protected, and to benefit from the judicial process.

**(11) STORY'S LIE: PROJECTED SALES PRICES, USING A DISHONEST
BAIT & SWITCH TACTIC**

94. On page-4⁷³ in lines 11-12 of the transcript of evidence⁷⁴ from the 8/1/2019 hearing in Chancery Court, defendant Story stated, "We believe that house should sell in the neighborhood

⁷²

⁷³ Case 1:23-cv-01097-PLM-RSK, ECF No. 22, PageID.2821

⁷⁴ https://rico.jefffenton.com/evidence/2019-08-01_chancery-hearing-transcript.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-24, PageID.1184 ~ ECF No. 1-25, PageID.1225), Case 1:23-cv-01097-PLM-RSK, ECF No. 22, PageID.2818-2862

of 414,000 we hope.”

95. This statement was used to deceive the court, as part of a “bait and switch” scheme by defendant Story. \$414,000 was the estimated retail “as is” market sales price for the property, if it were listed on the market with a real estate agent. But that is not how defendant Story *demand*ed that the property be sold.

96. By stating this, defendant Story violated 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”.

97. On page 8⁷⁵, lines 14-15, defendant Story stated, “We really believe the only thing we can do, your Honor, is to *au*ction this house.”

98. By stating this, defendant Story violated 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”.

⁷⁵ Case 1:23-cv-01097-PLM-RSK, ECF No. 22, PageID.2825

I THINK WITHOUT RESERVE, JUST LET IT GO

99. To which defendant Binkley asked in lines 18-19, “*Could this be with reserve or without reserve?*”

100. Defendant Story answered in lines 20-21⁷⁶, “I think without reserve, just let it go.”

101. While that decision was likely to produce a final sales price which was 25-35% below the price of a typical market sale. As such, defendant Story’s projected sales price should have been adjusted to be in alignment with the relief that she requested, but it was not. It was instead strategically deceptive, and hence a “bait and switch” fraud on the court.

102. This also shows both defendant Story’s position as well as that of her client Ms. Fenton toward the marital residence, “**just let it go.**” That was exactly what they did, without being of any benefit whatsoever to either of the property owners, which I believe was the defendant’s expectation and goal from the start.

103. Ms. Fenton was willing to *forfeit* the property to evade the financial responsibility of *mortgage payments* and *alimony*.

104. The defendants were interested in stealing the property and siphoning as much equity, professional fees and opportunity out of it as possible, which they did.

⁷⁶ Case 1:23-cv-01097-PLM-RSK, ECF No. 22, PageID.2825

(12) STORY'S LIE: PRETENDING THERE WAS A JUSTIFIABLE BENEFIT TO THE COURT FORCING THE SALE OF OUR PROPERTY, WHEN THERE WAS NOT

105. Since all that they wanted was to discard and be alleviated of the financial responsibility of the property, the court should have allowed me to continue living in my home and to take over the mortgage payments and bills associated with the property, as I had requested.

106. That property was the sum total of both my life savings and my premarital retirement funds, as well as the same for my ex-wife.

107. Defendant Story proposed the forced sale to the court while providing a retail "as is" market price, but in the end, she demanded a wholesale auction with no minimum price. That is fraud.

108. The purpose of this was to make it sound as if there would be some benefit to myself and my wife if the court forced the sale of our home. When in fact, it did not place a dollar into either of our pockets, while forcibly rendering myself unnecessarily homeless and destitute, while liquidating and discarding the only asset of real value in both of our lives, besides my wife's education and vocational potential, with no means of compensating for or recovering from such an overwhelming loss.

(13) STORY'S LIE: THE PROBLEM WITH A PRIVATE REALTOR

109. On the bottom of page-4⁷⁷ in lines 21-25, of the transcript of evidence⁷⁸ from the 8/1/2019 hearing in Chancery Court, defendant Story stated, "The problem with the private realtor is that Mr. Fenton posts these kind of documents that are -- this is the do not enter my property, and I'll hand you a copy of that."

110. That statement was absurdly false.

111. This was part of defendant Story's "fraudulent narrative" and smear campaign to assassinate my character, to abusively bias the court against me, absent of truth, facts, and honorable testimony.

112. By making this statement, defendant Story violated the Tennessee Supreme Court's Rules of Professional Conduct by testifying as a witness, without any firsthand knowledge, while making entirely false and bias statements to mislead the court.

113. Defendant Story again violated 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".

114. Defendant Binkley not only allowed defendant Story to abusively bias the court with

⁷⁷ Case 1:23-cv-01097-PLM-RSK, ECF No. 22, PageID.2821

⁷⁸ https://rico.jeffenton.com/evidence/2019-08-01_chancery-hearing-transcript.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-24, PageID.1184 ~ ECF No. 1-25, PageID.1225), Case 1:23-cv-01097-PLM-RSK, ECF No. 22, PageID.2818-2862

harassing and fraudulent claims without meaningful merit, but defendant Binkley assisted defendant Story in her vexatious and unethical tactics, depriving me of any chance to be heard by an equal and impartial tribunal.

115. I was a licensed real estate agent in the State of Tennessee for 16 ½ years, with access to hundreds of millions of dollars' worth of Middle Tennessee real estate, without one single complaint filed against me throughout my career.

116. I was a highly skilled and capable residential real estate "listing agent". I was able to *market* and *sell* properties in Middle Tennessee for *top-dollar*, as good if not better than anyone else who my wife and I had knowledge and experience working with.

117. If ever my ex-wife and I had reached terms by which we could sell our home amicably together, then I would have removed any signage which might have hindered the full sales potential of our property. It is both obscene and unsubstantiated to suggest otherwise.

(14) STORY'S LIE: IT'S A TOXIC MARRIAGE

118. On page-8⁷⁹ in line 6, of the transcript of evidence⁸⁰ from the 8/1/2019 hearing in Chancery Court, defendant Story stated, "It's a toxic marriage."

119. That statement was false.

120. In truth, it was a "toxic divorce", because in the end Ms. Fenton and her counsel refused to operate honestly in good faith or allow any division by which we both had a fair chance

⁷⁹ Case 1:23-cv-01097-PLM-RSK, ECF No. 22, PageID.2825

⁸⁰ https://rico.jefffenton.com/evidence/2019-08-01_chancery-hearing-transcript.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-24, PageID.1184 ~ ECF No. 1-25, PageID.1225), Case 1:23-cv-01097-PLM-RSK, ECF No. 22, PageID.2818-2862

at rebuilding our lives.

121. Once again, this was defendant Story "*testifying as a witness*" to something which she was never a witness to. That is a repeated theme throughout each hearing.

122. Regardless of whether or not defendant Story's claimed "*merits*" contain any truth or not (while most did not), the *language* used by defendant Story to harshly bias the court against me was a clearly unethical violation of the State of Tennessee's Rules of Professional Conduct, because it was *unfair to the opposing party and counsel*,⁸¹ while being *prejudicial to the administration of justice*.⁸²

123. My wife would have never stayed with me for fifteen years (thirteen married and two prior) if we had a "toxic marriage". Especially since *she made the majority of the money* in our family and could have easily left me anytime that she wanted.

124. Ms. Fenton was not bound by anything other than the life, liberty, and happiness which she found in our marriage.

125. It is unreasonable to believe otherwise, based solely upon her testimony or that of her attorney, *after the relationship had ended*, as part of contested divorce action, where critical decisions affecting her financial future hung in the balance.

126. Discovery was needed to fairly substantiate any such claims, while meaningful

⁸¹ 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".

⁸² Tenn. R. Sup. Ct. 8.4 - Rule 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".

evidence needed to be produced from throughout the term of our marriage, not just since Ms. Fenton had abandoned our marital residence and decided to get a divorce.

127. Furthermore, no such production of evidence should have been taken as if a *matter of fact* by the court without allowing the other party [me] to produce evidence of my own, to cross examine their claims, and to be equally heard before reaching any substantial conclusions about facts which were clearly disputed and so critical to the outcome of the case.

128. The court never allowed discovery to begin. Defendant Story never honestly, ethically, or fairly introduced, discussed, or argued any real issues from our marriage, which subsequently lead to our divorce.

129. It was entirely a smear campaign. An unethical character assassination, intended to *cloud* the facts and the laws while I was illegally deprived of my critical and essential property interests, needed to simply survive and rebuild any sort of financially independent life again. In stark violation of the State of Tennessee's Rules of Judicial and Professional Conduct.

(15) STORY'S LIE: IT'S BEEN UNBELIEVABLY DIFFICULT JUST DEALING WITH MR. FENTON

130. On page-8⁸³ in lines 6-8, of the transcript of evidence⁸⁴ from the 8/1/2019 hearing in Chancery Court, defendant Story stated, "It's been unbelievably difficult just dealing with Mr. Fenton to even get him served."

131. That statement was false.

⁸³ Case 1:23-cv-01097-PLM-RSK, ECF No. 22, PageID.2825

⁸⁴ https://rico.jefffenton.com/evidence/2019-08-01_chancery-hearing-transcript.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-24, PageID.1184 ~ ECF No. 1-25, PageID.1225), Case 1:23-cv-01097-PLM-RSK, ECF No. 22, PageID.2818-2862

132. Defendant Story repeatedly and abusively served me, over and over, to bully, intimidate, harass, stalk, and abuse me via the courts, as she continued throughout the entire case.

133. By stating this, defendant Story violated Tenn. R. Sup. Ct. 3.3 - Candor Toward the Tribunal: “(a) A lawyer shall not knowingly: (1) make a false statement of fact or law to a tribunal.” And Tenn. R. Sup. Ct. 3.4 - Fairness to Opposing Party and Counsel: “A lawyer shall not: (b) falsify evidence, counsel or assist a witness to offer false or misleading testimony; or (e) in trial, (1) allude to any matter that the lawyer does not reasonably believe is relevant or that will not be supported by admissible evidence.”

134. This was also a “non-issue”, being mentioned by defendant Story to fabricate a fraudulent court record, in alignment with her fraudulent narrative, which was based upon her fraudulent misrepresentation of my person and my character, as well as the circumstances which gave rise to our divorce.

135. Regardless of whether anything defendant Story said in court was in fact true or false (while I’m providing clear evidence here that most was false), almost every sentence she spoke was a flagrant violation of the Tennessee Supreme Court’s Rules of Professional Conduct.

136. Upon information and belief, everything done in the Chancery Court was literally a “strategic distraction” to cloud the ruling facts and laws being violated by the courts and counsel.

137. Attorney Story continued violating the State of Tennessee’s Rules of Professional Conduct throughout almost every *sentence* she spoke during this hearing on 8/1/2019.

138. If necessary, I will try to document each and every violation, **but it is obscenely overwhelming**. At what point is defendant Story deemed a discredited **liar** by the court, so that I

no longer must **prove** every single sentence of my testimony, for fear of my case being dismissed for lack of meaningful merits? Once again, I beg the court to intervene and help the obviously injured party receive justice, instead of allowing Ms. Story's crimes to continue to be covered-up because I'm simply incapable of procedurally defeating her without the court prioritizing my natural human and constitutional rights over technicalities and procedures, while demanding that any definition for justice include honesty, truth, honor, and good-faith pleadings.

139. The court is likewise charged with the responsibility to take action and discipline both attorney and judicial misconduct, while I have gone to tremendous pains to provide the court with an abundance of irrefutable evidence clearly showing defendant Story has unquestionably lied over and over and over. I am likewise in the process of proving to the court that the other defendants in this case, with only a few exceptions, have been made aware of the attorney and judicial misconduct in my case, and have violated their oaths of office, along with the codes of conduct requiring the courts to self-police and report misconduct by other officers of the court. I tried everything known within my power for years struggling to obtain the slightest cure, simply so I could move forward with my life, obtain the vocational training and employment needed to begin rebuilding my life, so that I not end up homeless or be a liability upon my family or the government, neither of which was ever an issue until the defendants herein ambushed me. Unfortunately, most of the people named in this complaint absolutely refused me the most miniscule humanitarian consideration, as eventually you will see, so I have been left with no choice but to litigate as if my life depends upon it, because it literally does.

TENNESSEE SUPREME COURT RULES OF JUDICIAL CONDUCT

TENN. R. SUP. CT. 1.1 - COMPLIANCE WITH THE LAW

140. A judge shall comply with the law, including the Code of Judicial Conduct.

TENN. R. SUP. CT. 1.2 - PROMOTING CONFIDENCE IN THE JUDICIARY

141. A judge shall act at all times in a manner that promotes public confidence in the independence, integrity, and impartiality of the judiciary, and shall avoid impropriety and the appearance of impropriety.

TENN. R. SUP. CT. 2.2 - IMPARTIALITY AND FAIRNESS

142. A judge shall uphold and apply the law, and shall perform all duties of judicial office fairly and impartially.

- [1] To ensure impartiality and fairness to all parties, a judge must be objective and open-minded.

TENN. R. SUP. CT. 2.3 - BIAS, PREJUDICE, AND HARASSMENT

143. (A) A judge shall perform the duties of judicial office, including administrative duties, without bias or prejudice.

144. (B) A judge shall not, in the performance of judicial duties, by words or conduct manifest bias or prejudice, or engage in harassment, including but not limited to bias, prejudice, or harassment based upon race, sex, gender, religion, national origin, ethnicity, disability, age, sexual orientation, marital status, socioeconomic status, or political affiliation, and shall not permit court staff, court officials, or others subject to the judge's direction and control to do so.

145. (C) A judge shall require lawyers in proceedings before the court to refrain from manifesting bias or prejudice, or engaging in harassment, based upon attributes including but not limited to race, sex, gender, religion, national origin, ethnicity, disability, age, sexual orientation, marital status, socioeconomic status, or political affiliation, against parties, witnesses, lawyers, or others.

- [1] A judge who manifests bias or prejudice in a proceeding impairs the fairness of the proceeding and brings the judiciary into disrepute.

TENN. R. SUP. CT. 2.4 - EXTERNAL INFLUENCES ON JUDICIAL CONDUCT

146. (A) A judge shall not be swayed by partisan interests, public clamor or fear of criticism.

147. (B) A judge shall not permit family, social, political, financial, or other interests or relationships to influence the judge's judicial conduct or judgment.

- [1] An independent judiciary requires that judges decide cases according to the law and facts, without regard to whether particular laws or litigants are popular or unpopular with the public, the media, government officials, or the judge's friends or family. Confidence in the judiciary is eroded if judicial decision making is perceived to be subject to inappropriate outside influences.

TENN. R. SUP. CT. 2.5 - COMPETENCE, DILIGENCE, AND COOPERATION

148. (A) A judge shall perform judicial and administrative duties competently, promptly

and diligently.

TENN. R. SUP. CT. 2.6 - ENSURING THE RIGHT TO BE HEARD

149. (A) A judge shall accord to every person who has a legal interest in a proceeding, or that person's lawyer, the right to be heard according to law.

150. (B) A judge may encourage settlement of disputed matters in a proceeding but shall not act in a manner that coerces any party into settlement. A judge who participates in a judicial settlement conference shall not preside over the trial or any other contested issue in that matter.

- [1] The right to be heard is an essential component of a fair and impartial system of justice. Substantive rights of litigants can be protected only if procedures protecting the right to be heard are observed.

TENN. R. SUP. CT. 2.8 - DECORUM, Demeanor, AND COMMUNICATION WITH JURORS

151. (A) A judge shall require order and decorum in proceedings before the court.

152. (B) A judge shall be patient, dignified, and courteous to litigants, jurors, witnesses, lawyers, court staff, court officials, and others with whom the judge deals in an official capacity, and shall require similar conduct of lawyers, court staff, court officials, and others subject to the judge's direction and control.

TENN. R. SUP. CT. 2.9 - EX PARTE COMMUNICATIONS

153. (A) A judge shall not initiate, permit, or consider ex parte communications, or consider other communications made to the judge outside the presence of the parties or their

lawyers, concerning a pending or impending matter, except as follows:

154. (1) When circumstances require it, ex parte communication for scheduling, administrative, or emergency purposes, which does not address substantive matters, is permitted, provided:

155. (a) the judge reasonably believes that no party will gain procedural, substantive, or tactical advantage as a result of the ex parte communication; and

156. (b) the judge makes provision promptly to notify all other parties of the substance of the ex parte communication, and gives the parties an opportunity to respond.

TENN. R. SUP. CT. 2.12 – SUPERVISORY DUTIES

157. (A) A judge shall require court staff, court officials, and others subject to the judge's direction and control to act in a manner consistent with the judge's obligations under this Code.

- [1] A judge is responsible for his or her own conduct and for the conduct of others, such as staff, when those persons are acting at the judge's direction or control. A judge may not direct court personnel to engage in conduct on the judge's behalf or as the judge's representative when such conduct would violate the Code if undertaken by the judge.

TENN. R. SUP. CT. 2.15 – RESPONDING TO JUDICIAL AND LAWYER MISCONDUCT:

158. (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.

159. (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.

160. (C) A judge who receives information indicating a substantial likelihood that another judge has committed a violation of this Code shall take appropriate action.

161. (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.

- [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.
- [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).

CANON 3 (B)(3)

162. A judge should take or initiate appropriate disciplinary measures against a judge or lawyer for unprofessional conduct of which the judge may become aware.

163. Had defendant Binkley *obeyed his oath of office, the federal Canons, and the*

Tennessee Supreme Court's *Rules of Judicial Conduct*, he would have *required* defendant Story to *stop* slinging *bias, harassment, and abuse* around his court room. He would have *prohibited* her from "*testifying as a witness*" to nearly everything that she said in court, when she clearly was a witness to none of it. He would have *corrected* her and/or *disciplined* her when she made completely *false statements* about *matters of law*. He would have never decided to order the *forced deprivation of my property* during the very first hearing, before *discovery* began. Without allowing my counsel even *one week* to prepare my *defense*, due to the *negligence* of my prior counsel who *failed to perform*, at absolutely no fault of my own. Especially when the court knew that such an order would literally render me *homeless, destitute, unemployed, and unemployable*, while discarding *hundreds of thousands of dollars'* worth of my *critical and essential*, hard earned and *irreplaceable* property interests, without affording me *an opportunity to save my property interests*, or at the very least to *mitigate my losses in my property interests*, prior to the *forced deprivation* of my life's work, investments, and wealth, **without one dollar to my benefit.**

164. Had defendant Binkley acted ethically and legally, he would have exercised care, caution, and adequate protection for my property interests and my only stream of income, at that time. As well as over my tenants legitimate leasehold property interests. Allowing all the affected parties to perform discovery and be fully heard before harming a single one of us. He would not have exercised jurisdiction over property, which the state courts were specifically prohibited from exercising jurisdiction over, by federal law, because it had been included in a *federal bankruptcy estate*, while the property was *core* to the bankruptcy filing itself. All which defendant Binkley *reasonably should have known*.

165. Especially when the bankruptcy was *filed* and the *estate* formed 39-days before any action was filed in the Chancery Court, clearly giving the *federal courts* both *original* and *exclusive jurisdiction* over the marital residence. These were routine matters of law, which the “members of the court” all *reasonably should have known*, while I believe they did, but they refused to *respect* and *obey* the *law*.

166. Had defendant Binkley obeyed his oath of office, he would have demonstrated *respect* for my *constitutional rights*, bankruptcy *laws*, and care or interest in me obtaining a *fair* divorce and having an *opportunity* to *rebuild* my life and *survive* without becoming *geographically displaced* by hundreds of miles or becoming a *financial liability* upon my *family* or the *government*. Neither had ever been the case previously, and neither should have been the case moving forward, but some *care* and *justice* was needed to *protect* me.

167. Had defendant Binkley **obeyed** the State of Tennessee’s *Rules of Judicial Conduct*, he would have *required* defendant Story to *speak* in court, in a manner which *complied* with the Tennessee Supreme Court’s *Rules of Professional Conduct*, thereby maintaining a *neutral, unbiased, and impartial* atmosphere in the court, where *honest* issues could be *heard* and *justice* were possible. **Unfortunately, he did not.**

168. I’m going to skip ahead now, in hopes of not losing the attention of the reader, to point out an even more significant problem during this hearing, than strategic misconduct and fraudulent character assassination.

① FALSE CLAIM OF LAW: WE DIDN'T SIGN A LEASE - WE DIDN'T AUTHORIZE ANY RENTERS - THE RENTERS NEED TO GO

E-1 (9:8-12):

8 with. So he's going to say that he doesn't have
9 anyplace to live⁸⁵, and that he has renters⁸⁶. He has
10 gotten renters in there. Well, we didn't sign a
11 lease⁸⁷. We never authorized any renters⁸⁸ to be in
12 that house. I think the renters need to go.

169. Defendant Story's statement, "*I think the renters need to go.*" is a clear violation of Tenn. R. Sup. Ct. 3.4 - Fairness to Opposing Party and Counsel (e) in trial, (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".

IT DOES NOT MATTER WHAT DEFENDANT STORY THINKS

170. It does not matter what defendant Story "thinks", she is not allowed to project her *opinions* in court. It is the judge's job solely to make conclusions of law.

171. Defendant Story clearly sought to (and succeeded at) influencing judge Binkley by means prohibited by law. By violating the Rules of Professional Conduct and slinging her

⁸⁵ See attached exhibit Tenn. Code § 39-16-507, Tenn. Code § 39-16-503, Tenn. Code § 29-41-101 §§ 106, 3, along with Which is TRUE, without me being forced out of the State of TN, which is illegal & unethical since SHE summoned me to participate in multiple legal actions. Yet they still do. Filing DEFAULTS!

⁸⁶ Which is TRUE, and my ONLY Source of Provision by which to be able to remain in Tennessee, at this specific juncture. After my ex-wife stopped all support, without NOTICE, at Story's que.

⁸⁷ Fraudulently implying that I could not legally enter a lease without my ex-wife's permission and signature. Which is a false representation of MATTERS OF LAW.

⁸⁸ Again, fraudulently misrepresenting real estate deed laws and landlord tenant laws.

substantially fraudulent character assassination about myself around the court, while forcefully stating her opinions, which is expressly prohibited. While Judge Binkley refused or failed his judicial supervisory duties to correct her and allowed her misconduct to continue.

172. Tenn. R. Sup. Ct. 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*”.

173. What defendant Story said there was even more seditious than seeking to influence the judge by a prohibited means with her *opinion*, while weaving *strategic deception* into her statement.

WHY DID DEFENDANT STORY TESTIFY FOR ME?

174. In lines 8 and 9 defendant Story stated, “...So he’s going to say that he doesn’t have anyplace to live, and that he has renters. He has gotten renters in there.”

175. Why is defendant Story dominating the narrative in the hearing to the point of testifying on my behalf? She appears to be trying to control the statements of facts which are put on the record, but she is not allowed to assert personal knowledge of facts involving me and my testimony. This is obscenely inappropriate and another violation of Tenn. R. Sup. Ct. 3.4 - Fairness to Opposing Party and Counsel: *A lawyer shall not: (e) in trial, (2) assert personal knowledge of facts in issue except when testifying as a witness.*”

176. Had defendant Story not been a close family friend of defendant Binkley, and had defendant Binkley performed his judicial supervisory duties in alignment with his office, by requiring defendant Story to comply with the Tennessee Supreme Court’s Rules of Professional Conduct, while maintaining an impartial atmosphere in the court, to promote equality and fairness,

while preventing harassment and abuse under color of law, defendant Binkley had an ethical responsibility and duty to stop defendant Story's almost non-stop misconduct before him in court.

177. Lastly, in the few sentences above, defendant Story also strategically planted deception into the court record, when she stated, "He has gotten renters in there. Well, we didn't sign a lease. We never authorized any renters to be in that house. I think the renters need to go."

178. Defendant Story incorrectly implied that I had no legal right to obtain roommates/renters in my home, without Ms. Fenton's permission and signature on their leases.

179. That implication is not only false and in bad faith, but it is based upon a false representation "about a matter of law". (Which is even further misconduct, that the judge should have never allowed in court, further proving judicial bias and/or collusion.)

180. Defendant Story does this *many times* throughout this case, but that doesn't make her tactics *lawful* or *ethical*.

FRAUD

181. At the least offensive level, defendant Story's implication is that one spouse (myself, the husband) lacks the authority to lawfully execute a lease agreement for marital property owned by both husband and wife, without the approval and signatures of both spouses.


182. That is false.

183. This is where I believe that defendant Binkley became "guilty by association", if he wasn't already a party to defendant Story's conspiracy against my rights and property. In hindsight though, I'm forced to conclude that he probably was.

184. Clearly nothing lawful or ethical took place after this point in docket #48419B.

TENNESSEE LANDLORD TENANT ACT

- T.C.A. § 66-28-101. Short title. This chapter shall be known and may be cited as the “Uniform Residential Landlord and Tenant Act.”
- T.C.A. § 66-28-102. Application — Preemption.
 - (a) This chapter applies only in counties having a population of more than seventy-five thousand (75,000), according to the 2010 federal census.
 - (b) This chapter applies to rental agreements entered into or extended or renewed after July 1, 1975...
- T.C.A. § 66-28-103. Purposes — Rules of construction.
 - (a) This chapter shall be **liberally construed** and **applied** *to promote its underlying purposes and policies*.
 - (b) Underlying purposes and policies of this chapter are to:
 - (1) *Simplify, clarify, modernize and revise the law governing the rental of dwelling units and the rights and obligations of landlord and tenant;*
 - (2) Encourage landlord and tenant to maintain and improve the quality of housing;
 - (3) *Promote equal protection to all parties;* and
 - (4) Make uniform the law in Tennessee.

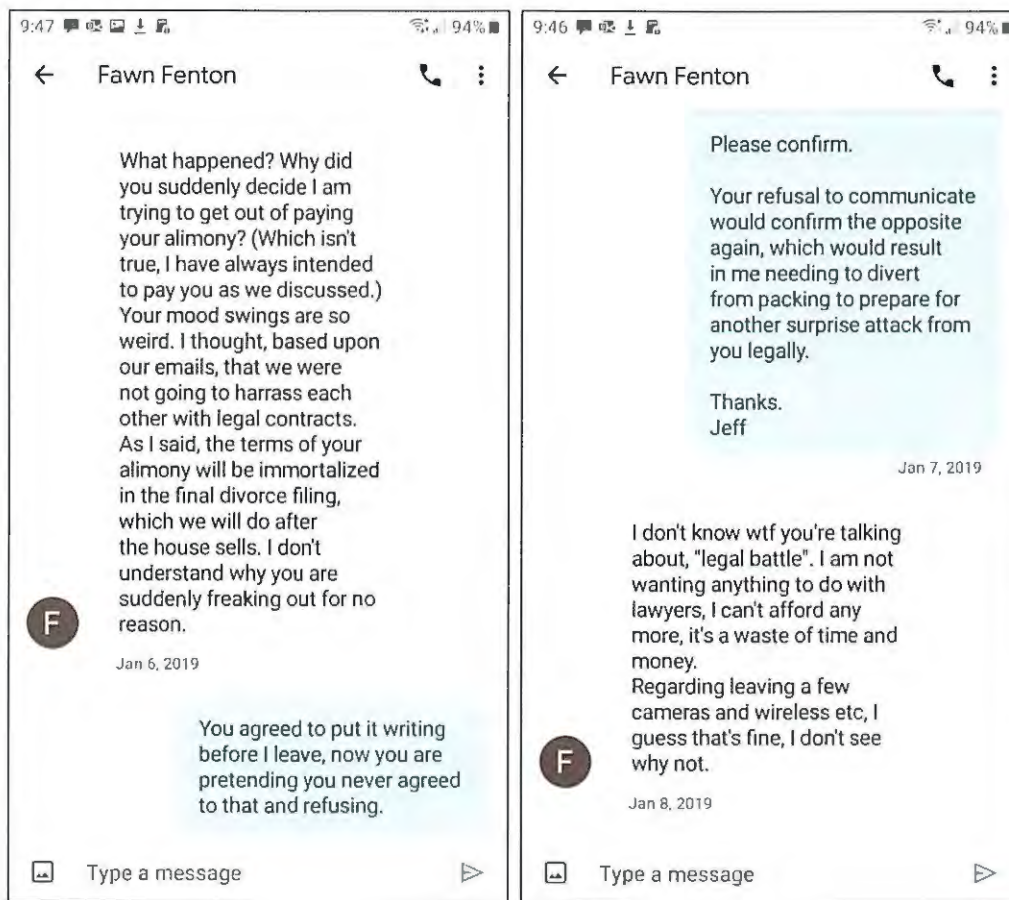
Initials: 

- (c) Unless displaced by this chapter, the principles of law and equity, including the law relating to capacity to contract, health, safety and fire prevention, estoppel, fraud, misrepresentation, duress, coercion, mistake, bankruptcy, or other validating or invalidating cause supplement its provisions.
- (d) This chapter being a general chapter intended as a unified coverage of its subject matter, *no part of it is to be construed as impliedly repealed by subsequent legislation if that construction can reasonably be avoided.*
- (e) In the counties in which this chapter applies, *this chapter occupies and preempts the entire field of legislation concerning the regulation of landlords and tenants.* The governing body of a county subject to this chapter shall not enact or enforce regulations that conflict with, or are an addition to, this chapter. (But that is what defendants Story and Binkley unlawfully did.)
- T.C.A. § 66-28-104. Chapter definitions.
 - (A) “Owner” means one (1) or more persons, *jointly or severally*, in whom is vested:
 - (i) All or *part* of the legal title to property; or
 - (ii) **All or *part* of the beneficial ownership and a right to the present use and enjoyment of the premises;** (Which was unequivocally me, because my wife had abandoned our marital residence roughly a year prior, while I was known to be the party in possession of our home.)

**I NEVER NEEDED MS. FENTON'S PERMISSION OR SIGNATURE
TO EXECUTE A LEASE FOR ROOMMATES**

185. I never needed Ms. Fenton's permission, agreement, or signature to execute legally binding lease agreements for portions of our marital residence, while I also lived there. These were roommates which I had prior to knowing anything about Ms. Fenton's plans to secretly file bankruptcy, seeking to liquidate and discard our home, or hiring attorneys again toward another contested divorce action.

186. Ms. Fenton had assured me that she was done with attorneys, as is evident in her text message from January 8th, 2019, below:



Initials: *RS*

187. There was no legal action pending or expected at the time when I obtained roommates in good faith, to try to alleviate my wife of some of her financial responsibilities, while providing me with needed income, to help me cash-flow during that season.

188. Defendant Story continued to testify in bad faith during the 8/1/2019 in Chancery Court:

② FALSE CLAIM OF LAW: ESCAPE CLAUSE & PROPERTY OWNER

E-1 (10:11-16):

11 MS. STORY: I feel sure we have an
12 escape clause⁸⁹ because my client didn't sign the
13 lease. She is the owner of the property⁹⁰.
14 THE COURT: Is she the only titled⁹¹
15 owner?
16 MS. STORY: Both of them.
17 THE COURT: Okay.

189. This is outright fraud upon the court by defendant Story, while defendant Binkley recognized her fraudulent claims of law, but failed or refused to correct her misconduct or to require defendant Story to comply with the Tennessee Supreme Court's clear Rules of

⁸⁹ No "escape clause" is legally required, and even if it were, that would not void the entire lease.

⁹⁰ https://rico.jefffenton.com/evidence/2011-04-29_fenton-marital-residence-tenancy-by-entirety.pdf
https://rico.jefffenton.com/evidence/2011-04-29_1986-sunnyside-premarital-assets-invested.pdf
https://rico.jefffenton.com/evidence/2011-04-29_1986-sunnyside-brentwood-tn-deed.pdf
<https://rico.jefffenton.com/evidence/1986-sunnyside-brentwood-tn-2019-property-taxes.pdf>
<https://rico.jefffenton.com/evidence/1986-sunnyside-property-improvement-highlights.pdf>

⁹¹ AH! The crux of the LIE upon both the Chancery and Bankruptcy Courts, in harmony!

Professional Conduct throughout this hearing.

190. In addition to defendant Story's fraudulent claim that Ms. Fenton is "the owner of the property", without mentioning my equal or greater investment in and ownership of our equally deeded marital residence as "tenants by the entirety", she is again making false claims "about matters of law".

191. Defendant Story stated, "I feel sure we have an escape clause because my client didn't sign the lease."

192. Again, defendant Story leveraged the authority of her office as a powerful respected "member of the court", to falsely imply that an "escape clause" is required by law, due to Ms. Fenton's ownership interest in our marital residence. While that claim is not only false, it is almost the exact opposite of the law.

193. I've already shown the portions of the State of Tennessee's Landlord and Tenant Act which show that I never needed my ex-wife's permission or signature to execute completely lawful binding lease agreements with my roommates. Now let me address this fraudulent claim about an "escape clause".

194. An "escape clause" would in effect let the landlord out of his obligations to the tenant in the contract, by some predetermined metric or condition. Such a condition could protect the landlord but would offer no protection whatsoever to the tenants.

195. There is no duty or requirement that a lease agreement have an "escape clause". In fact, there are provisions which are expressly prohibited by the Tennessee Landlord Tenant Act from being in a lease, which provide landlords with too much freedom to "escape", without

providing tenants with adequate protection in their lease.

196. To understand the ruling principals of law here, one must look to the Rules of Construction:

- T.C.A. § 66-28-103. Purposes — Rules of construction.
 - (a) This chapter shall be liberally construed and applied to promote its underlying purposes and policies.
 - (b) Underlying purposes and policies of this chapter are to:
 - (1) Simplify, clarify, modernize and revise the law governing the rental of dwelling units and the rights and obligations of landlord and tenant;
 - (2) Encourage landlord and tenant to maintain and improve the quality of housing;
 - (3) Promote equal protection to all parties; and
 - (4) Make uniform the law in Tennessee.
 - (c) Unless displaced by this chapter, the principles of law and equity, including the law relating to capacity to contract, health, safety and fire prevention, estoppel, fraud, misrepresentation, duress, coercion, mistake, bankruptcy, or other validating or invalidating cause supplement its provisions.

- (d) This chapter being a general chapter intended as a unified coverage of its subject matter, no part of it is to be construed as impliedly repealed by subsequent legislation if that construction can reasonably be avoided.

197. One of the main purposes of the State of Tennessee's Landlord and Tenant Act is to provide uniformity and security to both the landlord and the tenant, while having a concise set of codes covering the different aspects of law which are involved in a landlord and tenant relationship.

198. For anything which is not specifically spelled out in this code, the presumption must be to remain in harmony with the declared purposes of this chapter, while protecting both the property interests and rights of both the landlord and tenant equally.

199. I believe that the two sections which most directly address the concept of an "escape clause" are those of "*prohibited provisions*" and "*unconscionability*".

- T.C.A. § 66-28-203. Prohibited provisions.
 - (a) No rental agreement may provide that the tenant:
 - (1) Authorizes any person to confess judgment on a claim arising out of the rental agreement;
 - (2) Agrees to the exculpation or limitation of any liability of the landlord to the tenant arising under law or to indemnify the landlord for that liability or the costs connected with such liability.

- (b) A provision prohibited by subsection (a) included in an agreement is unenforceable. Should a landlord willfully provide a rental agreement containing provisions known by the landlord to be prohibited by this chapter, the tenant may recover actual damages sustained. The tenant cannot agree to waive or forego rights or remedies under this chapter.

200. The final sentence of which pretty well encapsulates what no “escape clause” can lawfully include: *The tenant cannot agree to waive or forego rights or remedies under this chapter.*

201. Yet the defendants in this case denied and refused myself and my tenants our lawful and equitable property interests, rights and remedies, through fraud on the court(s), by members of the court(s). Using false claims of law, in a State court which had no lawful jurisdiction to hear or decide property interests included in a federal bankruptcy estate, prior to any action being filed in State court. While our property interests were core to the bankruptcy action, without which the bankruptcy would have never been filed. Yet I was unlawfully deprived of notice and participation in the bankruptcy court, because the bankruptcy court **could not** lawfully deprive me of my property interest or force the sale of our property, because it failed to meet the requirements in 11 U.S.C. § 363.

SAVINGS CLAUSE

202. Though my leases didn’t include an “escape clause” (which isn’t required), they did include a “savings clause”, to protect the interests of both the landlord and the tenant in the event a court found some term or portion of the lease agreements objectionable.

203. In section 23 of my lease agreements⁹², they state, “SAVINGS CLAUSE If any provision of this Lease Agreement is determined in a court of law to be in conflict with any Federal, State or Local Statute or Ordinance, the nullity of that specific provision shall not affect the other provisions of this Lease Agreement which can be given effect in the absence of the nullified provision, and to this end the provisions of this Lease Agreement are severable.”

204. This “SAVINGS CLAUSE” was in alignment with the State of Tennessee’s Landlord and Tenant Act, as codified in the section titled “Unconscionability”:

- 66-28-204. Unconscionability.
 - (a) If the court, as a matter of law, finds:
 - (1) A rental agreement or any provision thereof was unconscionable when made, *the court shall enforce the remainder of the agreement without the unconscionable provision*, or limit the application of any unconscionable provision to avoid an unconscionable result; or
 - (2) A settlement in which a party waives or agrees to forego a claim or right under this chapter or under a rental agreement was unconscionable at the time it was made, the court shall enforce the remainder of the settlement without the unconscionable provision, or limit the application of any unconscionable provision to avoid the unconscionable result.

⁹² 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

- (b) If unconscionability is put into issue by a party or by the court upon its own motion, the parties shall be afforded a reasonable opportunity to present evidence as to the setting, purpose, and effect of the rental agreement or settlement to aid the court in making the determination.
- (c) A provision in a rental agreement that authorizes a landlord to hold a tenant in breach of the rental agreement in accordance with § 66-28-505(f) is not unconscionable and is fully enforceable.

205. Unlike the demands of defendant Story in Chancery Court on 8/1/2019, this lease agreement was not “voidable”. In fact, this “Savings Clause” would lawfully survive almost any legal attempt to nullify this lease agreement, due to some unconscionable term or omission.

206. The codified law above states explicitly even if there were any credence to defendant Story’s claims about the lease containing some unconscionable term, the court was required to: *“the court shall enforce the remainder of the agreement without the unconscionable provision”*

207. This was not a discretionary matter for the court. The Williamson County Chancery Court along with defendants Story and Binkley intentionally misrepresented and violated both State and Federal laws, while completely ignoring/denying my constitutional rights along with my lawful and equitable property interests.

208. There is one more absolutely false representation of law made by defendant Story during this hearing, which needs to be mentioned. Rather than correcting defendant Story’s clearly fraudulent claims of law, defendant Binkley instead sat listening to her from the bench, while he

nodded his head up and down and grunted sounds of agreement with defendant Story's lies.

③ FALSE CLAIM OF LAW: OBVIOUSLY, HE CANNOT BIND A NEW OWNER TO COMPLY WITH THIS LEASE SO THAT IS A VOIDABLE CONTRACT

209. During the 8/1/2019 hearing in Chancery Court, as evident on pages 27 and 28 of the original certified transcripts of evidence from that hearing, defendant Story fraudulently stated the following in regards to my lease agreements with my two tenants/roommates who were living with me and helping me pay the bills:

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.

210. **These are basic property rights and contract law.** A lease is bound *to the property*, not just the property owner. Anytime that a property owner sells a property which is *encumbered* by a *lease*, at the time of the sale, the owner must *disclose* the *lease* to all potential buyers. Then whoever purchases that property *purchases the lease* along with it and *is bound to the terms of that lease, for the duration of that lease, the same as the original owner was.*

211. I didn't even need to include that language in the lease, and it was still protected, because that is *the law of the land.*

212. There are very few exceptions. The lease survives bankruptcy, it even survives foreclosure, because of the federal Protecting Tenants at Foreclosure Act (PTFA). There are very few exceptions, and those that exist clearly did not apply here.

213. Defendants Binkley and Story knew that all day long, yet judge Binkley allowed defendant Story to make absolutely false egregious claims about matters of law, where he not only allowed her misconduct, but he participated in her misconduct, by making illegal court orders based upon completely false and fraudulent claims of law.

214. At this point, there can be no question about "*errors*".

215. Judge Michael W. Binkley was **bias** or **worse** and chose to not only allow but to participate in *attorney* and *judicial misconduct*. Which clearly exceeded the threshold to automatically *disqualify* judge Binkley per Tenn. R. Sup. Ct. 2.11(A)(1) & 28 U.S.C. § 455(a), (b)(1) from hearing the case and having any lawful authority over any matter thereafter, in docket

#48419B.

TENN. R. SUP. CT. 2.11 - DISQUALIFICATION

216. (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:

217. (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.

28 U.S.C. § 455 - DISQUALIFICATION OF JUSTICE, JUDGE, OR MAGISTRATE JUDGE

218. (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.

219. (b) He shall also disqualify himself in the following circumstances:

220. (1) Where he has a personal bias or prejudice concerning a party, or personal knowledge of disputed evidentiary facts concerning the proceeding;

THE LEVEL OF MISCONDUCT IS COMPLETELY "UNREASONABLE"

221. It doesn't matter if defendant Binkley or Story admit this or not, because to claim otherwise at this point is unconscionably **unreasonable**.

TENNESSEE SUPREME COURT TERMINOLOGY

222. For clarification on how the Tennessee Supreme Court defines "*reasonable*" and other similar terms, the following is copied directly from the "*terminology*" section of Tenn. R. Sup. Ct. 1.0:

223. (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.

224. (f) "Knowingly," "known," or "knows" denotes actual awareness of the fact in question. A person's knowledge may be inferred from circumstances.

225. (h) "Reasonable" or "reasonably," when used in relation to conduct by a lawyer, denotes the conduct of a reasonably prudent and competent lawyer.

226. (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.

EVERYTHING IN CHANCERY #49419B IS VOID AND MUST BE VACATED

227. The Chancery Court violated my rights and the law when it ordered my home to be liquidated (by absolute action with "no minimum"), without one penny to my benefit nor to the benefit of my ex-wife, to my knowledge.

228. The Chancery Court orders by Judge Binkley are obscenely bias, based upon false and fraudulent representations of law, with no good faith authority or jurisdiction to be spoken of.

229. Williamson County Chancery Court docket no. 48419B was a series of felony crimes committed against me, my tenants, and my family, under the color of law, without an honest, good faith, or honorable purpose in true pursuit of justice, as is required of all legal

pleadings by the federal rules of civil procedure.

230. The primary basis for everything in this case was “fraud on the court(s) by members of the court(s)”, which as a matter of law rendered everything in this docket **void**.

231. The court had no lawful jurisdiction or authority to exercise in these matters which was not disqualified for their disrespect for the codes of conduct, the judicial canons, the state and federal constitutions, along with both state and federal laws.

232. Everything that took place in the docket, after this point, was only that much more obscenely cruel and criminal, hence there is no way that the court could have retained any lawful judicial authority under Judge Michael W. Binkley.

233. **Everything in docket #48419B is void and must be vacated as a matter of law.** There is no lawful jurisdiction, authority, or discretion, upon which to sustain any order in this docket.

234. The fact that I have been fighting for justice or even the most remedial cure for over four years now, is an unconscionable miscarriage of justice which shall forever scar me and those I love.

**THE VIOLATIONS OF CONDUCT EXHIBITED IN THE MOTION TO SELL THE
MARITAL RESIDENCE IS OBSCENE...**

TENN. CODE § 39-16-507 – COERCION OR PERSUASION OF WITNESS⁹³

235. “(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) ...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.”

236. I was geographically dislocated by 577 miles during the 8/29/2019 hearing in Chancery Court, based upon both attorney and judicial misconduct, fraud, combined with obstruction of justice.

237. Defendants Binkley and Story refused to use my sworn testimony and evidence which I filed on the chancery Court record on 8/29/2019. Furthermore denying me any opportunity to be heard, while using fraudulent protective orders to prevent my ex-wife and I from communicating, while holding my constitutional rights hostage to threaten my safety and freedom while extorting my silence about the misconduct by the courts and counsel, and retaliating against me for disclosing the misconduct to the Tennessee Court of Appeals.

238. Due to Ms. Fenton’s physical and mental health during this season, there were times when she was willing to negotiate towards a settlement in good faith, and others where she refused at all costs. Toward the end of 2018 we had reached a point where she was not being combative and spoke honestly with me again. On October 9th, 2018, Ms. Fenton sent me an email⁹⁴ which stated as follows:

⁹³ <https://law.justia.com/codes/tennessee/2019/title-39/chapter-16/part-5/section-39-16-507/>

⁹⁴ https://rico.jefffenton.com/evidence/2018-10-09_wife-does-not-want-to-keep-marital-residence.pdf

239. “At this point, to be honest, I do not really even want to keep the Sunnyside house. If the house is not sold, then I will be stuck paying for the very-expensive bills that come with the house, AND I will still have a ton of credit card debt from this divorce. I am emotionally burnt out, and Ken is making zero steps towards any transition plan for the company, so in a year or two I’d really like to take a less stressful job. I need life to be simpler to help me recover emotionally and financially after all of this upheaval. But I will be trapped as long as I’m saddled with the house + alimony + credit card debt. I don’t know if I can realistically handle the stress level of being forced to make a high salary only to give it all away every month for many years into the future.”

240. Though she did agree to our “Verbal Settlement Agreement⁹⁵” after this on October 27th, she ultimately returned to this position after being required to put her words in writing and sign her name. She simply froze and refused to move forward. During one of my visits with her at her apartment, she conceded that the alimony agreement was what had stopped her from signing our verbal settlement agreement so that we could move forward with amicably selling our home. To add insult to injury, defendant Story blamed this failure to perform upon me, while I did everything within my power to try to persuade her to proceed with our plans, but she refused.

241. Like an animal that is frozen in fear and doesn’t know which way to run, she just stopped. She wanted to remain friends, but she wasn’t interested in talking with me anymore about either selling our home or the divorce.

242. I knew that she was stalling to wait for her employer’s retirement⁹⁶. I shared that

⁹⁵ https://www.rico.jeffenton.com/evidence/2018-10-27_verbal-settlement-agreement.pdf

⁹⁶ https://rico.jeffenton.com/evidence/2018-08-30_wife-notifies-about-employers-retirement.pdf

with Attorney Mitchell Miller during 2018, that was how we met. I didn't want to force her hand, but I was trying to figure out how to protect myself and even more importantly, how to protect my mother from losing all the money which she had loaned me during this tragic season. I had a gut feeling that Ms. Fenton was going to take a professional nosedive once her employer retired, to get a job making substantially less money, to then proceed with a divorce, so that I wouldn't be awarded nearly as much money in alimony.

243. I discussed this with Attorney Mitchell Miller, who recommended that I file for the divorce myself in 2018, to force Ms. Fenton into court while she still had a high income. He emphasized that if I acted first by filing for a divorce and afterwards she took a substantial pay cut, the court would frown upon that, as it would appear that she was intentionally trying to evade alimony.

244. I knew that he was right, I knew that she was no longer able to deal with me in good faith, even though she was being nice and wanted to remain friends after our divorce. She told me that she no longer wanted to talk about our divorce or selling our home... to stick to talking about cute critters⁹⁷.

245. That was why I had sought out and contacted Mr. Miller. I had a feeling that the "rug" was going to be "pulled out from beneath me" once again, and I wanted to protect myself, but not at the expense of hurting her. I refused. I didn't want to force more out of her than she was willing to give. I didn't want to force the person that I love the most in the world to divorce

⁹⁷ https://rico.jefffenton.com/evidence/2019-02-09_holding-pattern-with-wife-stick-to-cute-critters.pdf

me, even if it was financially to my advantage. I decided that I needed to find another way to protect myself, which was what I tried when I rented out two bedrooms, in hopes of becoming more financially independent before her boss retired and Ms. Fenton's career took a nose dive.

246. In time my wife eventually admitted to me why she had refused to go forward with our "Verbal Settlement Agreement", and that was because she was physically and emotionally exhausted, she knew that her employer was getting ready to retire and close their architecture firm⁹⁸, and she wanted to take a break from the highly demanding job which she had maintained for many years, while she even spoke of possibly working part-time for a season.

247. Our "Verbal Settlement Agreement" was contingent upon my wife paying me \$1,750 per month in transitional alimony (which can't be modified) for a duration of 6-years, as we were advised was "fair" by Sandy Arons MBA, the collaborative divorce financial expert we hired, who set our financial expectations for what was "fair" with all factors considered⁹⁹. Instead I was paid nothing, but this required they all but kill me, and so they did.

**MS. FENTON SUFFERED FROM SERIOUS CATASTROPHIC HEALTH
CONDITIONS WHICH WERE EXPLOITED BY HER COUNSEL**

248. Ms. Fenton honestly suffered serious catastrophic health conditions for approximately the last three years of our marriage. Prior to that she had successfully managed having narcolepsy for about a decade using a one-of-a-kind sleep medication called "Xyrem¹⁰⁰",

⁹⁸ https://rico.jefffenton.com/evidence/2018-08-30_wife-notifies-about-employers-retirement.pdf

⁹⁹ https://rico.jefffenton.com/evidence/2018-07-12_aron-and-associates-divorce-planning.pdf

¹⁰⁰ <https://www.xyrem.com/>

which costs about \$11,000 per month, but was thankfully covered by our insurance. Unfortunately, when also afflicted with an early and severe case of menopause, she experienced extreme emotional instability and profuse sweating at night, disturbing her sleep and causing her life to become less and less manageable.

249. On February 6th, 2019, I sent Ms. Fenton a text asking, “You sleeping any better?”

250. On February 6th, 2019, Ms. Fenton sent me the following text messages¹⁰¹ in response:

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

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

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

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

255. “The sweats have been terrible ... On the xyrem, I would totally drench my clothes

¹⁰¹ https://rico.jefffenton.com/evidence/2019-02-05_menopause-narcolepsy-night-sweats-not-stalker.pdf

and all bed sheets about every 1 to 2 hours. Would wake up soaked, change all clothes and strip bed and change all sheets... Go back to sleep, and then wake up sopping wet again like another hour later. Could go through this like 4x per night. Wet clothes and linens hanging up everywhere.”

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

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

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

259. To which I replied and tried to lighten the mood by texting, “I think we need special institutions you can drop your wife off at for a decade, not allow her to use any sharp objects or credit cards, and an orderly comes in hourly and changes your sheets.”

260. To which Ms. Fenton responded to by texting, “That sounds kind of good right now.”

261. My wife’s counsel exploited her fragile state while also exploiting my known and fully disclosed disabilities as they robbed us both of the sum total of both our life’s savings, including our premarital retirement funds and even proceeds from our premarital homes, which had been invested into our beautiful Brentwood marital residence, worth over \$900k today.

262. They used fraudulent “default” protective orders, while refusing to use hundreds

of pages of sworn testimony along with clear and convincing evidence, which I already had filed on Chancery Court record, showing that the charges were obscenely false.

263. They lied in court on 8/29/2019 about allowing me to participate in the next hearing over the phone, while they wrongfully evicted me from my home, forcing me to become geographically dislocated by 600 miles, simply to survive the misconduct by the courts and counsel.

264. After having forcibly rendered me physically unable to participate in the hearing in person, because I had no shelter or provision remaining within the State of Tennessee, after the court wrongfully evicted first my tenants (my only stream of income in that moment due to the misconduct by the courts and counsel) followed by the wrongful eviction of myself, at the very beginning of my “divorce” proceeding, before discovery even began. (*This was a “Class D Felony” crime by defendants Binkley and Story, as codified below.*)

TENNESSEE PROPERTY LAWS – TENANCY BY THE ENTIRETY¹⁰²

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

b) Co-tenants in a tenancy by the entirety do not hold their interest by moieties (by parts), they hold by the entirety: “Each is not seised of an undivided moiety, but both are . . . seised of the

¹⁰² <https://bwp.tnble.org/wp-content/uploads/2019/09/Property-Law.pdf>

whole. They are seised, not *per my et per tout* [by the half and by the whole], but solely and simply *per tout* [by the whole].” *Tindell*, 37 S.W. at 1106 (quoting *Den*, 10 N.J.L. at 45).

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

d) Because spouses in a tenancy by the entirety are treated as one person, when the property is real estate, a spouse in such a tenancy cannot sever it unilaterally by transferring a portion of the property without the assent of the other spouse – doing so would destroy the other spouse’s ownership interest in the whole. See *Bryant* 522 S.W.3d 392, 401 (citing *Tindell*, 37 S.W. at 1106). *But see* *In re Estate of Fletcher* 538 S.W.3d 444 (Tenn. 2017), which held that when funds are withdrawn from a bank account held by a married couple as tenants by the entirety, such funds cease to be entireties property.

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

265. Ms. Fenton and I fluidly transferred debts amongst our credit lines, both secure and unsecure, revolving and term, to wherever the debts made the most financial sense for us both at

Initials: 

any given time. (The lowest fees, the best interest rates, while trying to group associated charges for entity specific tax purposes and business write-offs.) This changed in different seasons of our marriage, depending upon our family's income, debts, goals, and challenges.

266. We did not make any financial decisions of significant consequence without us both being in agreement, at the very least, at the point and time when the decisions were made.

267. If any credit card balances were transferred from cards in my name to cards in Ms. Fenton's name (which was certainly no more the case than vice versa), it was done openly with her knowledge and consent at the time, and unquestionably did not account for very much of Ms. Fenton's total credit card liabilities at the time of our divorce.

268. Transferring debts from credit cards in my name onto credit cards in Ms. Fenton's name certainly did not push her into bankruptcy as fraudulently implied by defendant Story.

269. Upon information and belief, I do not recall any credit card transfers during 2018 or 2019. While we had almost completely paid off the credit cards in Ms. Fenton's name toward the end of 2017, with less than \$5,000 outstanding, if my memory serves me correctly, prior to two vacations that Ms. Fenton took to Las Vegas Nevada and Pahrump Nevada at the end of 2017, followed shortly thereafter by her unilateral decision to get a divorce.

270. The majority of debts on the credit cards in Ms. Fenton's name were due to her prematurely electing to rent a second Brentwood residence, immediately after announcing that she wanted to get a divorce, rather than waiting until we had a financially responsible exit strategy for our marriage, along with a sustainable transition strategy into separating our lives, income, property, and debts.

271. On the evening of April 22nd, 2018, Ms. Fenton abandoned our marital residence.

272. Overnight from April 22nd into April 23rd, Ms. Fenton changed the account credentials and contact information on all the income, banking, and credit accounts which our family actively used at that time, to block my access.

273. Ms. Fenton moved into an apartment she rented within a few days, where at some point she changed her mailing address with our mortgage companies from our marital residence to her new apartment, where she alone would receive any notices sent by the banks. (I was not informed about this.) Absent being provided with ethical and legal notice by Ms. Fenton, our mortgage companies, or the courts, I had no means of knowing or finding out, roughly a year later, when she (I believe at the advice of her counsel), decided to quit paying our mortgage payments.

274. I was in fact never notified by anyone when Ms. Fenton quit paying our mortgage payments.

275. I was in fact promised by Ms. Fenton that she would continue paying our mortgage payments until we reached a settlement agreement, or until her first 14-month lease expired at her apartment, or until further notice. I was never lawfully or ethically notified that Ms. Fenton would not or could not pay our mortgages anymore.

276. I was in fact never given an opportunity to make up for Ms. Fenton's shortfall with our mortgage companies to save my multiple critical and even essential property interests.

277. Both Ms. Fenton's decision to default upon our mortgage payments (which she was then responsible for and had blocked my access to), as well as her decision to file for bankruptcy, were all done secretly, without any lawful or ethical notice to me.

278. Despite placing the whole of my life's savings, proceeds from my premarital property and even my premarital retirement funds in jeopardy, by secretly defaulting upon our mortgage payments and filing for bankruptcy while specifically including our property in her bankruptcy estate and requesting to sell it in her bankruptcy filing, yet I was never provided any notice, hearing, nor an adversarial proceeding by the bankruptcy court, as was required by the Federal Rules of Bankruptcy Procedure and multiple sections of federal bankruptcy laws.

279. In bankruptcy case 3:19-bk-02693, on Ms. Fenton's "Chapter-13 Plan", filed secretly by her counsel on 4/26/2019, in Doc 2, Page 5 of 5, there is a section titled "Part 9: Nonstandard Plan Provisions", which states in important part:

- "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."

280. There are several problems with the language above, but the fact that I was never even notified that the whole of my real property, my only real asset, my financial independence, and my wealth was all at stake yet not one single party, mortgage company, officer of the court, or court provided me with ethical and lawful notice that they were in the process of negotiating the liquidation/forfeiture of said property while I was a clearly deeded owner who was listed on the tax records is unconscionable.

281. I was in fact never given notice by any mortgage company or attorney on their behalf, nor by Ms. Fenton, nor by the bankruptcy court or the trustee as is required by the Federal Rules of Bankruptcy Procedure and multiple federal bankruptcy laws.

282. While there was no action pending in the state courts at the time when the bankruptcy was filed and the bankruptcy estate was then formed, so there could be no expectation that another court might hear the property deprivation, since the bankruptcy was filed 39-days before the divorce was filed, the bankruptcy counsel, trustee, and judge were required to comply with the Federal Rules of Bankruptcy Procedure and subsequent federal bankruptcy laws.

283. Short of an unlawful conspiracy spanning both Federal and State courts, there would be no expectation that another court might alleviate the responsibility of the bankruptcy trustee and the bankruptcy court of providing me and my two lawful roommates/tenants with “notice and a hearing” in either Federal District Court or in Federal Bankruptcy Court, specifically not in a state court, because the federal courts had both *original* and *exclusive* jurisdiction, since the bankruptcy filing preceded the divorce filing by 39-days. Additionally, the deprivation of the marital residence was “core” to the bankruptcy action, and was in fact one of the primary purposes for the bad faith fraudulent bankruptcy filing.

284. The bankruptcy court, counsel, and trustee, likewise failed to initiate (or provide me with an opportunity to initiate) an “adversarial proceeding” as required in the F.R.B.P. Rule 7001. This was required for multiple reasons:

- For the bankruptcy trustee to obtain possession of the marital residence, which was required by law before the court could sell my marital residence.
- Because our marital residence was lawfully in my possession and Ms. Fenton had abandoned the property on April 22nd, 2018.

285. I can think of no reason short of a conspiracy spanning federal and state courts that the Bankruptcy Trustee would have failed to provide me and my two lawful tenants/roommates with notices and hearing in either Federal Bankruptcy Court or in Federal District Court as required by the Federal Rules of Bankruptcy Procedure Rule #7001 and subsequent bankruptcy laws (such as 11 U.S.C. § 363(h)(3), amongst others).

286. Ms. Fenton later changed the address with our creditors, including our mortgage companies, from our marital residence to her apartment, where she alone had access to the mail.

287. Absent Ms. Fenton providing me with legal and ethical notice about the state of our mortgage payments, I literally had no other means of finding out, except had her counsel and the bankruptcy court acted legally and ethically, after they entered the picture, but none of them did.

288. I was only given short-term access to one credit card at a time after this point, for my consumable expenses which she offered to pay, since she was our family's primary breadwinner, and our only breadwinner (by her own priorities) at the time when she unexpectedly elected to get a divorce and abandoned our home.

289. This was a preventative action on her part, not based upon any financial irresponsibility, impropriety, or betrayal on my part. I never cheated on or betrayed Ms. Fenton's

trust in any way throughout our 13-year marriage. I was “all in” and I lost everything.

290. On April 24th, 2018, Ms. Fenton officially “moved out” of our marital residence with two men and a truck who assisted her.

291. On May 5th, 2018, Ms. Fenton presented me with a budget that she had created, insisting that she could afford to support both our marital household, including both mortgages, utilities, my consumable expenses and our pre-existing bills, along with a new Brentwood apartment for herself, entirely with her income as a licensed professional architect.

292. Ms. Fenton even promised me at that time that she would pay for attorneys to represent us both throughout our divorce, which frankly made no sense to me.

293. The next most significant source of unbudgeted expenses and probably debts during 2018-2019, (most of the final year of our marriage, I had no access to any of our income and credit lines in Ms. Fenton’s name, because she changed the account credentials and contact information to lock me out immediately upon vacating our marital residence.

**TENNESSEE SUPREME COURT’S DEFINITION FOR
“FRAUD” OR “FRAUDULENT”**

1. Per Tenn. R. Sup. Ct. 1.0 – TERMINOLOGY, here is the Tennessee Supreme Court’s definition of “fraud”: “(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.”

“ABUSIVE CIVIL ACTIONS” (T.C.A. TITLE-29, CHAPTER-41)

2. Defendant Story used abuse of process, also referred to as “stalking by way of the courts”; codified by the State of Tennessee in Title 29, Chapter 41, under Abusive Civil Actions¹⁰³, to literally terrorize me under the color of law, with the power of the court. While refusing to subjugate her actions to the rule of law, the court rules, the federal and state rules of conduct, without honor, honesty, good-faith, or truth. Purely to exercise more domination and power over me than her office is ethically or lawfully allowed.

3. I reported defendant Story’s abusive misconduct to defendants Binkley¹⁰⁴, Beeler¹⁰⁵, Yarbrough¹⁰⁶, Ausbrooks¹⁰⁷, Anderson, Anderson, Clement, Bennett, McBrayer, Hivner¹⁰⁸, Coke¹⁰⁹, Garrett¹¹⁰, the State, Admin Office¹¹¹, Appellate Court¹¹², Chancery Court¹¹³,

¹⁰³ <https://law.justia.com/codes/tennessee/2019/title-29/chapter-41/>

¹⁰⁴ https://rico.jeffenton.com/evidence/2019-08-29_husbands-one-and-done-answer-to-all.pdf

¹⁰⁵ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-29, PageID.1665 ~ ECF No. 1-30, PageID.1793

¹⁰⁶ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-29, PageID.1665 ~ ECF No. 1-30, PageID.1793

¹⁰⁷ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-29, PageID.1665 ~ ECF No. 1-30, PageID.1793

¹⁰⁸ https://rico.jeffenton.com/evidence/2022-02-01_affidavit-binkley-story-fraud-bias-void-orders.pdf

https://rico.jeffenton.com/evidence/2020-07-08_tnsc-coa-ada-request-for-modification.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-30, PageID.1749-1752)

¹⁰⁹ https://www.rico.jeffenton.com/evidence/2020-02-13_tnsc-aoc-ada-gc-john-coke-transcript.pdf

https://www.rico.jeffenton.com/evidence/2020-02-13_tnsc-aoc-ada-gc-john-coke-phone-call.mp3

¹¹⁰ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-29, PageID.1698

¹¹¹ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-29, PageID.1718-1721

¹¹² Case 1:23-cv-01097-PLM-RSK, ECF No. 1-29, PageID.1684-1691

Case 1:23-cv-01097-PLM-RSK, ECF No. 1-30, PageID.1749-1752

¹¹³ https://rico.jeffenton.com/evidence/2019-08-30_judgment-wrong-emergency-call-to-court.mp3

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

Supreme Court¹¹⁴, BPR¹¹⁵, the Williamson County Sherriff's Office¹¹⁶, the Williamson County District Attorney's Office¹¹⁷, the Tennessee Bureau of Investigations¹¹⁸, the Federal Bureau of Investigations¹¹⁹, the Acting United States Trustee for Region 8¹²⁰, over the Federal Judicial Districts of Kentucky and Tennessee¹²¹, one of the bankruptcy trustees¹²², and a Department of Justice USTP Trial Attorney¹²³, who was assigned to the bankruptcy fraud referral I submitted.

4. Nobody to date has told me that anything I experienced in Williamson County Chancery Court or in the related case in the United States Bankruptcy Court for Middle District of Tennessee, was ethical or legal. They have all simply refused to get involved, intervene, or hold the bad actors accountable. Unconscionably, nobody to date has been willing to force defendant Story to obey the law, state and federal constitutions, and/or comply with the court's rules of

¹¹⁴ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-27, PageID.1370 ~ ECF No. 1-28, PageID.1664
https://rico.jefffenton.com/evidence/2021-01-19_fenton-seeking-help-tnsc-coa-aoc-bpr-fbi-ustp.pdf

¹¹⁵ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-29, PageID.1699-1703
Case 1:23-cv-01097-PLM-RSK, ECF No. 1-29, PageID.1709-1715

¹¹⁶ https://rico.jefffenton.com/evidence//2023-12-13_wcso-racketeering-official-oppression.pdf

¹¹⁷ <https://tennesseeda.org/district-21/>

¹¹⁸ <https://www.tn.gov/tbi.html>

¹¹⁹ <https://www.fbi.gov/contact-us/field-offices/memphis/about>
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

¹²⁰ <https://www.justice.gov/ust/ust-regions-r08>
https://rico.jefffenton.com/evidence/2022-03-15_ustp-bk-fraud-referral-confirmed-no-notice.pdf
https://rico.jefffenton.com/evidence/2019-04-26_ausbrooks-story-fraudulent-bk-petition.pdf

¹²¹ <https://www.linkedin.com/in/paul-ustp-randolph-0872b642>

¹²² https://rico.jefffenton.com/evidence/2020-07-02_bk-trustee-john-mclemore-call-declaration.pdf
https://rico.jefffenton.com/evidence/2020-07-02_ch7-bk-trustee-john-mclemore-phone-call.mp3

¹²³ https://rico.jefffenton.com/evidence/2022-03-10_doj-ustp-megan-scliber-bk-fraud-referral.mp3
Case 1:23-cv-01097-PLM-RSK, ECF No. 1-30, PageID.1760-1761

professional conduct. The courts have a responsibility to obey the law, help the injured party, and vacate void judgments. This is not within the discretionary purview of the courts to ignore.

VEXATIOUS SERVICE (STALKING BY WAY OF THE COURTS)

FIRST SERVICE

5. I was served via standard mail, no signature required, on June 15th, 2019.

6. I hired attorney Brittany Gates to represent me in the matter, just a few days later on June 19th, 2019.

7. As confirmed in an email¹²⁴ to me from Attorney Britany Gates on 6/19/2019, “I’ve reached out to Virginia and we’ve scheduled a call for tomorrow.”

8. Defendant Story still had me served *two more times* on 6/20/2019, while she also filed a “*Motion to Deem Husband Served with Reasonable Efforts*” in the Chancery Court at 9:17am on 6/20/2019. This was after defendant Story *knew* I had already accepted service and she had even spoken with my attorney, Brittany Gates, the day prior.

SECOND SERVICE (MOTION TO DEEM HUSBAND SERVED)

9. At approximately 4:20pm on 6/20/2019, defendant Story’s paralegal Heidi Macy served me directly *ex parte* via email¹²⁵. Despite the fact that defendant Story had already been contacted by my counsel the day prior, knew I had already received and accepted service, and that it was inappropriate to communicate with litigants *ex parte* instead of through their counsel.

¹²⁴ https://rico.jefffenton.com/evidence/2019-06-19_hired-attorney-gates-who-notified-story.pdf

¹²⁵ https://rico.jefffenton.com/evidence/2019-06-20_abusive-civil-action-by-story-exparte-service.pdf

10. After receiving defendant Story's *ex parte* email service¹²⁶ on 6/20/2019, I emailed¹²⁷ defendants Story and Yarbrough, along with Attorney Gates and Ms. Heidi Macy confirming that **I had received service** via regular USPS "snail mail", as was evident in having hired Attorney Brittany Gates to represent me. I communicated that "I have no desire to postpone these proceedings and am not trying to interfere in any way." Further stressing that I "have not been attempting to avoid service in this matter" (as falsely accused), so there was absolutely no need for a hearing to prove that I have been served. (This was all abusive overkill.)

THIRD SERVICE (PLUS A FRAUDULENT "PROTECTIVE ORDER")

11. Roughly an hour after I sent defendants Story and Yarbrough this email confirming my receipt of service, I was served (divorce papers) yet again. This time by four deputies from the Williamson County Sheriff's Office¹²⁸, along with a completely unnecessary "Order of Protection Ex Parte" based upon a coached, unsigned personal statement¹²⁹, allegedly by my wife, filed by Story's firm, which was almost entirely false and fraudulent.

12. Here is the audio recording¹³⁰ of me being served by the Williamson County Sherriff's Office at my home on 6/20/2019, at roughly 7:15pm. Listen to how I sound in this audio recording talking with the Sheriff's Deputies, as compared to defendant Story's false and fraudulent claims about me. I am not the abusive monster or social misfit that defendant Story

¹²⁶ https://rico.jefffenton.com/evidence/2019-06-20_abusive-civil-action-by-story-exparte-service.pdf

¹²⁷ https://rico.jefffenton.com/evidence/2019-06-20_notification-to-story-husband-accepted-service.pdf

¹²⁸ https://rico.jefffenton.com/evidence/2019-06-20_wcso-exparte-order-of-protection-service.mp3

¹²⁹ https://rico.jefffenton.com/evidence/2019-06-20_wifes-false-unsigned-personal-testimony-for-op.pdf

¹³⁰ https://rico.jefffenton.com/evidence/2019-06-20_wcso-exparte-order-of-protection-service.mp3

colored the court records to pretend. Defendants Binkley and Beeler never showed any interest in the truth or justice though, while they catered to defendant Story's every abusive demand.

THE TRUTH ABOUT MY PERSON

13. I have never laid a hand on my wife in anger, nor have I ever threatened to. Never in my adult life have I been arrested or charged with any crime. I have no history of violence, domestic disputes/disturbances, or instability of any sort. I never even received a single traffic citation during my 25 peaceful years as a hardworking, taxpaying, Tennessee resident. I've held multiple jobs requiring intense state and federal background checks, including by the FBI, the Department of Homeland Security, the Las Vegas Metropolitan Police Department, and others.

14. I responsibly held a concealed weapons permit in the State of Tennessee for over fifteen years without incidence.

15. I was a licensed real estate agent in the State of Tennessee for 16 ½ years, with access to hundreds-of-millions of dollars' worth of real estate, without one single complaint or professional impropriety of any kind.

16. Prior to this my wife wanted to remain friends after our divorce, and even attended a counseling session with me¹³¹, a few months earlier for that exact purpose. We never terminated communication as defendant Story pretended. We weren't at odds as defendant Story pretended either. We were on relatively good terms, considering our circumstances, while I had gone above and beyond to ensure her quiet peaceful enjoyment of her life and her apartment which she had

¹³¹ https://rico.jefffenton.com/evidence/2019-01-22_wifes-birthday-and-counseling-together.pdf

Initials: 

chosen, after leaving me¹³².

THE STORY VS THE TRUTH (THE TRUTH NEVER HAD A CHANCE)

17. Attorney Story fabricated an almost exclusively fraudulent narrative, while leveraging this fraudulent “*Order of Protection Ex Parte*” to assassinate my character in front of her close family friend and presiding judge Michael W. Binkley, before he ever met me.

18. This was purely heavy-handed abuse of process to bully me, intimidate me, and overwhelm me, while falsifying the court records to defame my character and bias the court against me. Sowing defamatory fiction rather than fact directly into the court records, when in fact this should all have never been allowed on court record, because it was never needed and was not filed in good faith, for the purposes claimed, in the *pursuit of justice* as is required by the Federal Rules of Civil Procedure of all pleadings.

STEALING MY HOME¹³³ (MOTION TO SELL THE MARITAL RESIDENCE¹³⁴)

19. A few weeks later I was hit by another vexatious “legal” attack by defendants Story and Yarbrough, to force the sale of my marital residence¹³⁵, when the Chancery Court didn’t even have the lawful jurisdiction to hear or decide that matter, because it was part of a *federal bankruptcy estate*, filed and formed 39-days prior to any action being filed in Chancery Court, while also being *core* to that bankruptcy action. This gave the federal courts both *original* and *exclusive* jurisdiction

¹³² https://rico.jefffenton.com/evidence/2019-02-05_menopause-narcolepsy-night-sweats-not-stalker.pdf

¹³³ https://rico.jefffenton.com/evidence/2023-05-31_1986-sunnyside-brentwood-tn-appreciation.pdf

¹³⁴ https://rico.jefffenton.com/evidence/2019-07-17_chancery-motion-to-sell-marital-residence.pdf

¹³⁵ https://rico.jefffenton.com/evidence/2019-07-17_chancery-motion-to-sell-marital-residence.pdf

over my home. Under the circumstances, the state courts were specifically prohibited from exercising jurisdiction over my marital residence, to ensure that my property interests were provided *adequate protection* as required by the Federal Rules of Bankruptcy Procedure and subsequent federal bankruptcy laws.

20. Unfortunately, that was the purpose of the conspiracy between the state and federal courts, in this case, to *strategically circumvent* the Federal Rules of Bankruptcy Procedure and multiple sections of bankruptcy codes, which protected my property investments, interests, and rights.

21. 11 U.S.C. § 363(h)¹³⁶: “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.**”

22. It was physically impossible for the forced sale of my home to be of greater benefit to the bankruptcy estate than losing it would be a detriment to me.

23. Had the bankruptcy rules been followed in proper form, and the laws obeyed, neither state nor federal courts could lawfully deprive me of my home or property interests.

¹³⁶ https://rico.jefffenton.com/evidence/2020-07-02_bk-trustee-john-mclemore-call-declaration.pdf
https://rico.jefffenton.com/evidence/2020-07-02_bk-trustee-john-mclemore-recorded-call.mp3

RICO “COLOR OF LAW” CONSPIRACY AGAINST MY RIGHTS & PROPERTY

24. There was a RICO “color of law” conspiracy¹³⁷ against my rights and my property which spanned the Williamson County Chancery Court through the United States Federal Bankruptcy Court for the Middle District of Tennessee, involving two law firms who represented my wife in bad faith during 2019, STORY, ABERNATHY AND CAMPBELL, PLLP and ROTHSCHILD & AUSBROOKS, PLLC.

25. This included a civil conspiracy and criminal misconduct involving the following people: Virginia Lee Story, Kathryn Lynn Yarbrough, Michael Weimar Binkley, Elaine Beaty Beeler, Sara Rebecca Baxter, Mary Elizabeth Maney Ausbrooks, Alexander Sergey Koval, Henry Edward Hildebrand III, Charles M. Walker, Thomas Earl Eugene Anderson, Roy Patrick Marlin, and Samuel Forrest Anderson.

26. This has all been substantiated in previous federal filings of this lawsuit. For the sake of reducing redundancy, I’m not going to delve very deeply here into the jurisdiction over the marital residence or the conspiracy between the state and federal courts (and the members therein), within this declaration. Please refer to the documents cited below for more sworn testimony, combined with clear and convincing evidence, on the different aspects of the felonies committed by the defendants herein.

¹³⁷ https://rico.jeffenton.com/evidence/2024-01-12_irrefutable-proof-of-criminal-conspiracy.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 March 25, 2024



JEFFREY RYAN FENTON, PRO SE

17195 SILVER PARKWAY, #150

FENTON, MI, 48430-3426

JEFF.FENTON@LIVE.COM

(P) 615.837.1300

UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MICHIGAN

FILED- LN

March 25, 2024 4:07 PM
CLERK OF COURT
U.S. DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
BY: eod FILED BY: EO 3/25

JEFFREY RYAN FENTON,

PLAINTIFF

v.

VIRGINIA LEE STORY ET AL.,

DEFENDANTS

CASE NO. 1:23-cv-1097

DECLARATION REGARDING SERVICE FEES

I, Jeffrey Ryan Fenton, declare under oath as follows:

1. I am a plaintiff in this case.
2. Due to the wrongful actions of the defendants—I am unable to prepay the costs of the service fees associated with these proceedings and that I am entitled to the relief requested.
3. I have not even earned one dollar over the last two tax years and do not have any financial reserve whatsoever to pay the service fees.
4. I affirm that I will reimburse the court said service of process fees no later than 30 days after any ruling or settlement in my favor, provided that the monetary sums associated with the ruling or settlement exceed the aforesaid fees. Should the monetary sums associated with the ruling or settlement be less than or equal to the aforesaid fees, I will reimburse the court the amount specified in the ruling or settlement no later than 30 days thereafter.
5. I declare under penalty of perjury that the information above is true and understand that a false statement may result in a dismissal of my claims.

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 December 30, 2023



JEFFREY RYAN FENTON, PRO SE

17195 SILVER PARKWAY, #150
FENTON, MI, 48430-3426
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(P) 615.837.1300
(F) 810.255.4438

UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MICHIGAN

FILED- LN
March 25, 2024 4:14 PM
CLERK OF COURT
U.S. DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
BY: eod FILED BY: eod 3/25

JEFFREY RYAN FENTON,

PLAINTIFF

v.

VIRGINIA LEE STORY ET AL.,

DEFENDANTS

CASE NO. 1:23-cv-1097

**MOTION FOR PREPAYMENT OF SERVICE FEES
EXPEDITED CONSIDERATION REQUESTED**

Plaintiff was only able to pay the filing fee in this court by borrowing the money. He has several disabilities and has been essentially working 24/7 on this case. Due to the wrongful actions of the defendants, Plaintiff has not earned one dollar over the last two tax years, does not have any financial reserve, and cannot afford service of process fees. However, Plaintiff is *not* seeking a waiver of those fees. He is seeking *prepayment* of them, with reimbursement to the court pending a favorable outcome. See, for example, *James v. City of N.Y.*, 15 Civ. 1161 (E.D.N.Y. Mar. 20, 2015) whereby the court prepaid the fees for the plaintiffs “on the condition that should they receive any monetary settlement or award equal to or greater than the \$400.00 filing fee, that fee must be paid to the Court within fifteen days of the receipt of the settlement award.” This way, funds applied in this matter will then be available to another needy *pro se* litigant at some point in the future.

Initials: 

Plaintiff is specifically requesting for the court to execute service of his lawsuit to the defendants in his complaint through the U.S. Marshalls Service.

In hopes of this request being granted, Plaintiff is providing the court with a proposed order to easily execute, along with the summonses needed for service.

Plaintiff is diligently trying to finish his "First Amended Complaint" within hopefully the next week. His work has been delayed by several days due to the need to drop everything and respond to the critical 12/13/2023 REPORT AND RECOMMENDATION by the court, which required immediate attention to protect his lawsuit from being prematurely dismissed.

There are significant improvements in Plaintiff's "First Amended Complaint", fixing most if not all of the problems with the initial complaint filed. Plaintiff is eager for the court to see the improvements, but since this is the only "amended complaint" which Plaintiff is guaranteed by the court rules, he needs at least a solid week to finish it, for the guaranteed benefit of all involved.

Plaintiff has removed one of the parties from the original complaint, as well as obtained addresses for all parties, which are believed to be correct.

This is being mentioned in case the court approves this motion and executes service before Plaintiff can get his "First Amended Complaint" filed. Plaintiff has prepared summonses and will be providing them to the court on the morning of Tuesday January 2, 2024, when the court reopens.

The information on the summonses is the most updated, correct, and complete information to date, and should control over the original complaint for contacting the parties and issuing

service, until Plaintiff is able to file his “First Amended Complaint”, where the parties and contact information have been updated and are believed to be correct.

The reason for the expedited consideration is that F.R.Civ.P. 4(m) allows up to “90 days after the complaint is filed” to serve the complaint. If the motion is not allowed, Plaintiff will likely need approximately 7 days to serve the defendants since there are many. Therefore, Plaintiff requests a ruling on this motion by the end of business on January 5, 2024.

December 30, 2023



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

**UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MICHIGAN**

JEFFREY RYAN FENTON,

PLAINTIFF

V.

VIRGINIA LEE STORY ET AL.,

DEFENDANTS

ORDER

DOCKET No. 1:23-cv-1097

Plaintiff Jeffrey Ryan Fenton filed with this court a MOTION FOR PREPAYMENT OF SERVICE FEES on January 2, 2024.

IT IS HEREBY ORDERED that service of process fees will be prepaid by the court, with Plaintiff reimbursing the court said fees no later than 30 days after any ruling or settlement in his favor, provided that the monetary sums associated with the ruling or settlement exceed the aforesaid fees. Should the monetary sums associated with the ruling or settlement be less than or equal to the aforesaid fees, Plaintiff will reimburse the court the amount specified in the ruling or settlement no later than 30 days thereafter.

For the Court:

Ann E. Filkinsolfe,
Clerk of Court

UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MICHIGAN

FILED- LN

March 25, 2024 4:07 PM
CLERK OF COURT
U.S. DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
BY: eod FILED BY: 920 3/25

JEFFREY RYAN FENTON,

PLAINTIFF

v.

VIRGINIA LEE STORY ET AL.,

DEFENDANTS

CASE NO. 1:23-cv-1097


**DECLARATION OF FACTS ABOUT FENTON FAMILY FINANCIAL STRUCTURE
AND ROLES DURING MARRIAGE, ENTIRETY PROPERTY, EDUCATION,
VOCATIONAL EXPERIENCE, AND FINANCIAL CAPACITY**

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 (CASE NO. 1:23-cv-1097).
3. I am a citizen of the United States of America.
4. I was born on Fairchild Airforce Base, in Washington State, during 1969.
5. I am domiciled in Genesee County, Michigan.
6. My mailing address is 17195 Silver Parkway, #150, Fenton, MI 48430-3426.
7. My phone number is (615) 837-1300.

Page 1 of 46

Initials: 

8. Ms. Fawn Fenton (hereinafter “Ms. Fenton”, “wife”, and “ex-wife”) and I were together for fifteen years, thirteen during which we were married.

PRO SE LITIGANT - MERITS RULE OVER TECHNICALITIES

9. I am acting in a *pro se* capacity in this lawsuit, due to my poverty, entitled to a liberal reading and less stringent standards since it was prepared without assistance of counsel. See *Haines v. Kerner, et al.*, 404 U.S. 519, 92 S. Ct. 594 (1972).

QUALIFIED AMERICAN WITH DISABILITIES ACT LITIGANT

10. I am a qualified ADA party with disabilities affecting my communication and cognitive functions, which make researching and drafting legal pleadings exceptionally slow and challenging.

11. I request any considerations which the court can allow to help me participate in, be protected by, and benefit from the federal judiciary.

12. I suffer from several cognitive disabilities: Obsessive-Compulsive Personality Disorder (OCPD) DSM-5 301.4 (F60.5), Generalized Anxiety Disorder (GAD) DSM-5 300.02 (F4L1), 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).

¹ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-35, PageID.1960

Initials: 

13. Letters from my doctors², along with a declaration regarding my disabilities³, are on file in this federal lawsuit.

14. Medications that I take regularly can only control these afflictions, not cure them.

15. Due to my disabilities, it is extremely difficult for me to concisely write long documents without losing focus and experiencing significant sprawl, causing repetition, countless rewrites, and bloated documents. For this reason, I am trying to file multiple short declarations to concisely address specific topics, to help communicate more effectively, for the benefit of all parties.

DECLARATIONS INCLUDED BY REFERENCE HEREIN AND THROUGHOUT

16. To increase efficiency while reducing redundancy in this lawsuit, this declaration and the facts herein are made a part of every other declaration written by me in this lawsuit, which is included, named, or referenced in my “Fenton Master Declaration and List of Declarations to Date⁴”.

17. Similarly, every declaration and the facts therein written by me and mentioned in my “Fenton Master Declaration and List of Declarations to Date” are incorporated herein by reference and made a part of this declaration.

18. My “Fenton Master Declaration and List of Declarations to Date” will be periodically updated both in court and online, to have the most comprehensive and complete set

² https://rico.jefffenton.com/evidence/2020-07-08_tnsc-coa-ada-request-for-modification.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-30, PageID.1749-1752)

³ <https://rico.jefffenton.com/evidence/fenton-declaration-of-disabilities.pdf>

⁴ <https://rico.jefffenton.com/evidence/fenton-master-declaration-and-list-of-declarations-to-date.pdf>

Initials: 

of facts available in this case.

BRENTWOOD, WILLIAMSON COUNTY, TENNESSEE

19. According to Wikipedia⁵: “Williamson County⁶ is ranked as the wealthiest county in Tennessee, as well as among the wealthiest counties in the country. In 2006 it was the 17th-wealthiest county in the country according to the U.S. Census Bureau⁷, but the Council for Community and Economic Research ranked Williamson County⁸ as America’s wealthiest county (1st) when the local cost of living was factored into the equation with median household income. In 2010, Williamson County is listed 17th on the Forbes list of the 25 wealthiest counties in America.”

BRENTWOOD MARITAL RESIDENCE WORTH \$900,000+ TODAY (ONLY OWED \$300,000 ON OUR MORTGAGES)

20. My wife and I owned a beautiful home located at 1986 Sunnyside Drive⁹, Brentwood¹⁰, TN, 37027. (Hereinafter “marital residence”, “property”, or “home.”) I invested everything that I had into the purchase and renovation of our home¹¹ (including all my premarital retirement funds along with proceeds from my own premarital duplex). Further complimented by nearly a decade of my “sweat equity,” including thousands of hours of labor, making and

⁵ https://en.m.wikipedia.org/wiki/Williamson_County,_Tennessee

⁶ <https://williamsoncounty-tn.gov/>

⁷ https://rico.jefffenton.com/evidence/2017-2021_census-brentwood-tennessee-v-fenton-michigan.pdf

⁸ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-12, PageID.497-500

⁹ https://rico.jefffenton.com/evidence/2011-04-29_1986-sunnyside-brentwood-tn-deed.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-12, PageID.485, 494-512)

¹⁰ <https://rico.jefffenton.com/evidence/1986-sunnyside-brentwood-tn-2019-property-taxes.pdf>

¹¹ https://rico.jefffenton.com/evidence/2011-04-29_1986-sunnyside-premarital-assets-invested.pdf

supervising roughly \$200,000 of improvements¹² to our property.

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OFF MARKET

Street View

32 photos

• LAST SOLD ON FEB 14, 2020 FOR \$540,000

1986 Sunny Side Dr, Brentwood, TN 37027

\$889,718 **4** **2.5** **2,640**
 Redfin Estimate Beds Baths Sq Ft

Estimated sale price
\$846,000 - \$1.01M

**LOCATED AT THE NEXUS OF GREEN HILLS, BRENTWOOD, GRASSLAND, FRANKLIN!
 SURROUNDED BY HUNDREDS OF ACRES OF PROTECTED WOODLANDS!!!**

21. We purchased our marital residence on April 29th, 2011, for \$350,000¹³. Together we had roughly \$550,000 invested into our home, while improvements to the property were also my primary work product for much of the time between 2011-2018, during which my wife built

¹² <https://rico.jefffenton.com/evidence/1986-sunnyside-property-improvement-highlights.pdf> (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-12, PageID.508-511)

¹³ https://rico.jefffenton.com/evidence/2011-04-29_fenton-marital-residence-tenancy-by-entirety.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-27, PageID.1416-1431)

Initials:

her career in architecture, doubling her vocational value¹⁴.

22. That home is currently worth \$900,000¹⁵ and was our sole asset and retirement investment, while the Chancery Court forced the liquidation of the property for just \$324,360¹⁶. Suspiciously, exactly what was due on the mortgages, plus the auctioning fees and closing costs, without one dollar to myself or to Ms. Fenton (to the best of my knowledge), for our life's savings, thousands of hours of work, the sum total of both our premarital retirement funds, and all of our investments since.

23. The money my wife and I invested into our home wasn't to raise its curb appeal or add flashy trims which could realize immediate returns upon investment, if sold. We invested into the core features of the home, replacing the roof, remediating mold, removing and replacing all electrical and mechanical systems for improved health, safety, efficiency, and comfort. The work performed on the property was done with the expectation that we would live there for the next twenty years, not for a quick flip.

24. It was not possible in 2019 for us to sell our home, either by auction or on the market, without losing a substantial amount of money, which we had no means of compensating for or recovering from. However, over the next few years, the property nearly doubled in value,

¹⁴ https://rico.jefffenton.com/evidence/2017-04-06_wifes-belated-raise-after-protest.pdf

¹⁵ https://rico.jefffenton.com/evidence/2022-01-03_1986-sunnyside-brentwood-tn-appreciation.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-12, PageID.485, PageID.494-510)

https://rico.jefffenton.com/evidence/2023-05-31_1986-sunnyside-brentwood-tn-appreciation.pdf

¹⁶ https://rico.jefffenton.com/evidence/2019-10-29_1986-sunnyside-real-estate-deed-fraud.pdf

due to its location, as we had expected. The market needed time, the property needed to be held for at least another year or two. Had the sale not been illegally forced, the property has appreciated at roughly \$100,000 per year, for the past four consecutive years.

FINANCIAL STRUCTURE OF FAMILY: TENANCY BY ENTIRETY

25. Ms. Fenton and I lived under the spiritual principle of “two becoming one at marriage”, referred to in legal terms as “tenancy by the entirety¹⁷”, throughout the entire duration of our marriage. (Despite the deceptive narratives by her counsel, which began after Ms. Fenton chose to get a divorce.)

26. All of our marital income, assets, property, and debts were always held as one “tenancy by the entirety¹⁸”. Regardless of whose name they were technically in. Those choices were strategically for the benefit of us both. Whether for preferential interest rates, risk mitigation, etc... Account ownership, positions, and titling were equally for both of our benefit. Everything was a matter of whether our family held and carried it “in our left pocket” or “in our right pocket”.

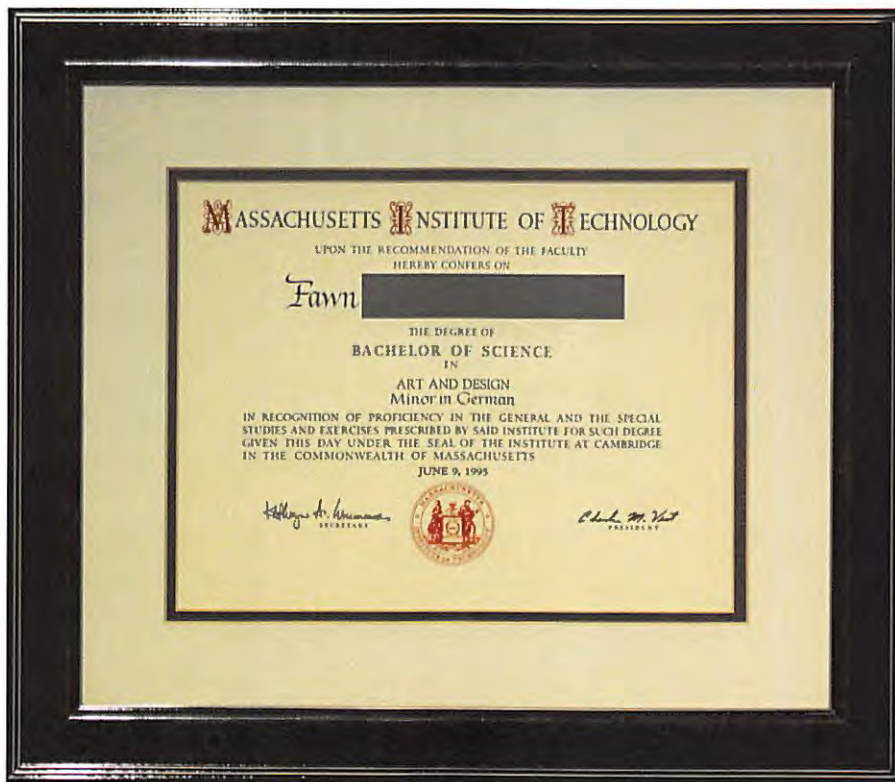
27. Except for an insignificant amount of premarital and/or sentimental property, nothing was a matter of “hers” or “his”. Such language had more to do with respect and planned usage, than actual ownership interests or rights.

¹⁷ https://rico.jefffenton.com/evidence/2011-04-29_fenton-marital-residence-tenancy-by-entirety.pdf

¹⁸ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-13, PageID.541-542

WIFE'S EDUCATION - VOCATIONAL EXPERIENCE - FINANCIAL CAPACITY

28. Ms. Fenton was voluntarily the primary breadwinner¹⁹ in our family since 2011. This came as no surprise, she is an MIT educated, licensed Tennessee Professional Architect (ID Number: #102945), who is a “LEED Accredited Professional”, certified by the U.S. Green Building Council, as well as a “Certified Document Technologist” by the Construction Specifications Institute. She has significant commercial and institutional leadership experience, working in industry, government and education, with a \$116,500²⁰ annual compensation package toward the end of our marriage.

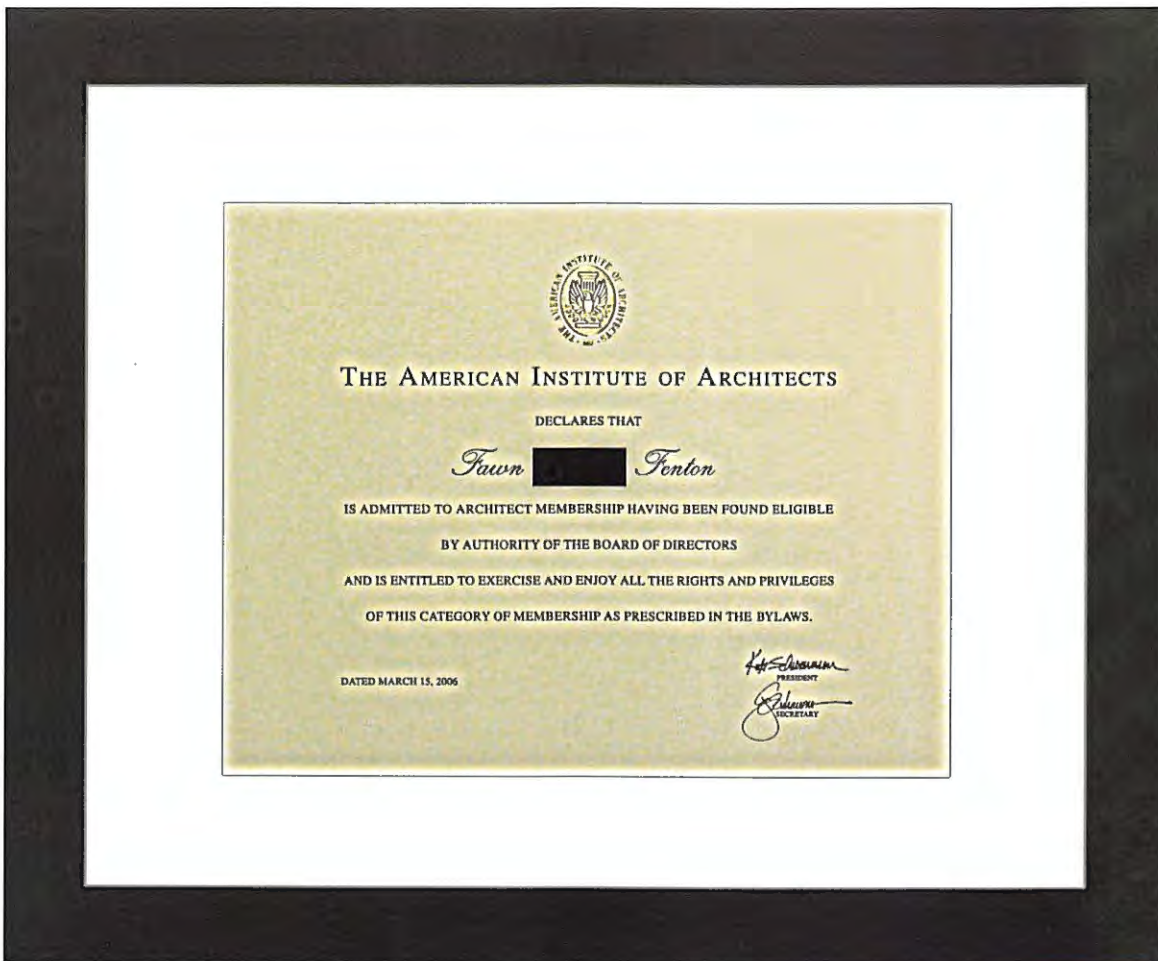


¹⁹ https://rico.jefffenton.com/evidence/2018-07-12_arons-and-associates-divorce-planning.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-27, PageID.1444)

²⁰ https://rico.jefffenton.com/evidence/2017-04-06_wifes-belated-raise-after-protest.pdf

Initials:

29. Throughout our marriage Ms. Fenton prided herself as being a “code junkie”, often needing to research building codes and wrestle with codes officials in multiple levels of government. Here is a quote copied directly from her LinkedIn profile: *“She excels at technical and codes analysis, specifications writing, and detailing.”* This became particularly helpful when she decided to begin researching how to get, what she considered to be, the most financially advantageous divorce. Unfortunately, ethics and fairness weren’t critical elements to her, in the end.



30. In truth, that was an exception to Ms. Fenton’s normally honest, kind, and generous character. Someone would be hard pressed to find people who would speak poorly about her, while

Initials:

I have no desire to and have tried throughout our divorce to help mitigate the damages for both of us. Unfortunately, the courts and Ms. Fenton's counsel have staunchly refused any remotely ethical or even humane division between us, our property, and our debts. Without so much as hearing our case.



Initials:

31. My wife and I had a verbal interim agreement that she would continue to pay our mortgage payments until (at least) one of the three conditions below were satisfied:

- 1.) Until we successfully executed a marital dissolution agreement (MDA) and obtained a divorce.
 - At which point we expected her to begin paying me “transitional alimony” of approximately **\$1,750²¹ per month**, for a duration of **6-years**, as we were told was “fair” with all factors considered, by divorce financial expert and collaborative divorce professional Sandy Arons²², MBA, whom we hired to help us.
 - Ms. Arons credentials: MBA, Certified Divorce Financial Analyst, Certified Financial Divorce Practitioner, Certified Financial Divorce Specialist, Financial Counselor & Mediator.
 - This was calculated at 22.5% of her gross income for a term equal to half the duration of our marriage. We were married for 13 years.
 - We negotiated several different alimony structures, some where she continued to pay the mortgage payments for six years²³ in lieu of alimony, others where she paid me alimony and I could pay the mortgage payments²⁴, and others still where we sold our home and

²¹ https://rico.jefffenton.com/evidence/2018-10-27_verbal-settlement-agreement.pdf

²² https://rico.jefffenton.com/evidence/2018-07-12_arons-and-associates-divorce-planning.pdf

²³ https://rico.jefffenton.com/evidence/2018-09-14_fair-settlement-offer-by-wife-with-tax-truth.pdf

²⁴ https://rico.jefffenton.com/evidence/2018-08-30_wifes-budget-for-husband-keeping-home.pdf

split the proceeds then she paid me \$1,750²⁵ per month in “transitional alimony”, so I could afford and obtain my own replacement shelter.

- 2.) Until the first 14-month lease of her apartment was completed on **June 22nd, 2019**. (There was no expectation that her support would terminate at this point, this was just as far out as we could see in the beginning of our separation, when she rented her apartment, so she committed at least through this duration.)
- 3.) **Until further notice**. (There was really no articulation of this option to cease paying the mortgage payments or any support, but certainly her support was promised until we reached some equitable division of our property, debts, and marriage.)
 - If for any reason she could not meet her financial obligations then she unquestionably owed me notice in advance, so I would have an opportunity to prevent a default.
 - The sum total of both of our life’s savings and both of our premarital retirement funds²⁶ were invested into our mutually purchased and

²⁵ https://rico.jefffenton.com/evidence/2018-10-27_verbal-settlement-agreement.pdf

²⁶ https://rico.jefffenton.com/evidence/2011-04-29_1986-sunnyside-premarital-assets-invested.pdf

equally owned Brentwood marital residence²⁷, deeded²⁸ to us both as “tenants by the entirety²⁹”.

- Plus Ms. Fenton locked me out³⁰ of all of our mutually used banking, income, credit, and mortgage accounts as soon as she vacated our marital residence. She changed both the account credentials as well as our contact information. Our email address was changed to one which she alone had access to. She changed our address with the creditors and mortgage companies, from that of our marital residence to her new apartment, which I never had access to.
- I fought, objected, and complained, but Ms. Fenton refused to continue operating transparently in good faith regarding our finances after she moved out. As a compromise, she provided me with a budget³¹ along with varying amounts of support each month for my consumable expenses, while promising to keep all our bills associated with our home paid (mortgages, utilities, maintenance, etc...).

²⁷ https://rico.jefffenton.com/evidence/2023-05-31_1986-sunnyside-brentwood-tn-appreciation.pdf

<https://rico.jefffenton.com/evidence/1986-sunnyside-brentwood-tn-2019-property-taxes.pdf>

²⁸ https://rico.jefffenton.com/evidence/2011-04-29_1986-sunnyside-brentwood-tn-deed.pdf

²⁹ https://rico.jefffenton.com/evidence/2011-04-29_fenton-marital-residence-tenancy-by-entirety.pdf

³⁰ https://rico.jefffenton.com/evidence/2018-04-23_wife-locked-plaintiff-out-of-financial-accounts.pdf

³¹ https://rico.jefffenton.com/evidence/2018-05-02_family-budget-living-apart.pdf

- Ms. Fenton met this obligation without fail until the defendants in this case entered our lives and got forcefully involved in the dissolution of both our property and our marriage.

MY EDUCATION - VOCATIONAL EXPERIENCE - FINANCIAL CAPACITY



32. Though my wife had none of these certifications when we met (except her MIT education), while I actually made more money at that time as a blue-collar printing press operator (with just a high school education), working for Atlantic Envelope Company in Nashville. We both knew that with Ms. Fenton’s education, experience, and the licenses which she eventually

Initials: 

obtained, that she would easily have twice the vocational and financial potential that I would. This was openly accepted as the *expectation* by us both before we got married. Our relationship was never about money, neither of us cared. We both brought different values from different backgrounds, with different skills, shared equally, for both of our benefit.



33. I held a Tennessee Real Estate License³² (#295752) as an “Affiliate Broker”, specializing in residential real estate for 16 ½ years, from December 9th, 2004, through July 25th, 2021. As such, I owned a duplex³³ and was a successful “landlord” prior to meeting my wife. Since

³² Case 1:23-cv-01097-PLM-RSK, ECF No. 1-12, PageID.513-517

³³ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-27, PageID.1406-1413

Initials:

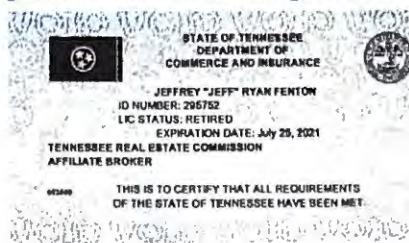
Ms. Fenton brought the skill of architecture to our family, together we both dabbled in real estate investing, property rehabilitation, purchased/sold a “flip”, joined Real Estate Investors of Nashville (REIN), and developed solid experience owning/managing rentals with tenants.

Case 1:23-cv-01097-PLM-RSK ECF No. 1-12, PageID.513 Filed 10/13/23 Page 35 of 50

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

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

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



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

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

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



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34. Although the real estate profession provided a meaningful secondary income for our family, as well as a substantial investment vehicle, the monthly income stream generated through residential property sales was too unreliable to provide a primary or sole source of income for me after the divorce.

35. The primary industries which form the bulk of my vocational experience are the commercial manufacturing/printing industry (which has diminished significantly the past twenty years, while largely moving overseas), and the foodservice industry.



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36. Despite the one flattering statement made about me by defendant Story, during the August 1st, 2019 hearing³⁴, “He is very intelligent. He has a high school education, but he is a self-taught computer genius.” This statement is completely false. I am not any sort of “genius”. While my only “job” working in computers was for my ex-wife’s architectural firm. The reason I was able to manage their computers was because her boss was a penny-pincher and before my involvement with my wife’s firm, their computers were constantly neglected until there was an emergency.

37. Prior to my involvement, when a computer “emergency” took place in Ms. Fenton’s architectural office, they had to pay roughly 3x as much per hour (as I charged), for a different twenty-something tech to perform emergency triage on their network, while there was no continuity of service, and nobody performed preventative maintenance.

38. I was able to save my wife’s employer tens of thousands of dollars, over a decade of performing various IT tasks for them, while doing work that I enjoyed. In truth though, it paid very little for the amount of time that it took me, and I don’t have the experience to obtain subsequent employment in that field, without formal vocational training and/or certification.

³⁴ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-24, PageID.1189 (Said by Story during the 8/1/2019 hearing in Chancery Court, as shown on page-6, lines 4-6, of the Transcript of Evidence. #48419B Trial Record Page-529.)

39. The truth about my vocational capacity is clearly evident in two text messages from my ex-wife, which encapsulate her two biggest “pet peeves” about my disabilities. These two “pet peeves” are also my two most significant vocational challenges:

(1) Despite extraordinary efforts, being incredibly slow, meticulous, and repetitive in the performance of important tasks.

➤ Text message³⁵ from Ms. Fenton on 1/23/2019: *“I used to always think of you like you were riding a stationary exercise bicycle; peddling furiously, working so hard, but going nowhere.”*

(2) Being unable to efficiently multi-task, especially multiple concurrent high-value tasks or challenges.

➤ Text message³⁶ from Ms. Fenton on 2/9/2019: *“I hate it when you ask me to choose what you “should” work on, since you can't multitask.”*

40. Which explains defendant Story’s relentlessly aggressive tactics, strategically overwhelming me with three violent motions simultaneously, through which she took away my home, my marriage, my constitutional rights and freedoms simultaneously. (Essentially, my entire life, at that point.) All without one honest good-faith hearing, in a remotely fair and impartial tribunal, who actually had lawful jurisdiction to hear and dispose of the matters before it.

³⁵ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-35, PageID.1937 (https://rico.jeffenton.com/evidence/2019-01-23_riding-an-exercise-bicycle-peddling-furiously.pdf)

³⁶ https://rico.jeffenton.com/evidence/2019-02-09_wife-hates-that-plaintiff-can-not-multi-task.pdf

41. Upon information and belief, I believe that this single compliment by defendant Story regarding my vocational capacity was a rouse to make it appear less cruel and cloud the fact that I was being abruptly deprived of all financial support previously provided and promised after the divorce by Ms. Fenton. That due to the strategic bankruptcy, executed unconscionably by my wife's counsel, **\$1,750 per month** of promised³⁷ "transitional alimony³⁸", for an agreed duration of **6-years**, instantly evaporated.

42. This provided me with precisely nothing to survive on, while the court wrongfully evicted my tenants³⁹, my last stream of income due to the crimes conspired against me by counsel, under false and fraudulent claims regarding matters of law. After which the defendants fraudulently took my home by force with just a five-day notice⁴⁰, over a holiday weekend, at the end of which they had me wrongfully evicted from my own home, by four sheriff's deputies like a dangerous felon, when I had done nothing wrong, except to trust them enough to enter their court.

43. Outrageously, defendants Story and Binkley even refused to let me take my personal property with me, despite having stated the exact opposite in the prior hearing⁴¹, when I still had counsel to provide me some level of protection.

44. Once I was *pro se* everything changed, they took off the gloves, and literally took

³⁷ https://rico.jefffenton.com/evidence/2019-01-28_verbal-agreement-needed-in-writing-for-closing.pdf

³⁸ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-26, PageID.1317-1318

³⁹ 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

⁴⁰ https://rico.jefffenton.com/evidence/2019-08-29_chancery-court-order-once-pro-se.pdf

⁴¹ https://rico.jefffenton.com/evidence/2019-08-01_chancery-court-order-with-counsel.pdf

turns “*tag-teaming*” me together⁴², in court on 8/29/2019. After which they refused to vet and record the transcripts from that hearing correctly as such (instead burying the transcripts amongst hundreds of pages of my technical records, in Volume-4, Pages 495-523⁴³), because “*justice*” without doubt **failed** “*to meet the appearance of justice*”, despite the fact that presiding judge Binkley left the court room and actually procured the licensed court reporter himself, at which point I hired her.

45. To this day no court has yet to acknowledge those “transcripts of evidence⁴⁴” from my 8/29/2019 hearing in Chancery Court as such, nor will they fix how they are recorded to be clear in the record, nor will they hold defendants Story or Binkley accountable for the lack of continuity between those transcripts and subsequent court order⁴⁵ when compared to the preceding 8/1/2019 hearing transcripts⁴⁶ and court order⁴⁷, nor will they discipline or correct their

⁴² 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

⁴³ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-24, PageID.1154 ~ ECF No. 1-24, PageID.1183

⁴⁴ 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

⁴⁵ https://rico.jefffenton.com/evidence/2019-08-29_chancery-court-order-once-pro-se.pdf

⁴⁶ https://rico.jefffenton.com/evidence/2019-08-01_chancery-hearing-transcript.pdf

⁴⁷ https://rico.jefffenton.com/evidence/2019-08-01_chancery-court-order-with-counsel.pdf

misconduct⁴⁸, no matter what pains I have gone to⁴⁹ in an effort to substantiate my claims⁵⁰ beyond any reasonable margin of “error”.

CRIMINAL RACKETEERING

46. Racketeering is often described in simple terms as creating a problem, then selling the solution to that problem. That is exactly what took place in this case⁵¹. The problem that defendants created was a completely unnecessary, strategically engineered, fraudulent federal bankruptcy filing. The solution sold to Ms. Fenton by defendants was to deprive me of both my rights and my property under color of law, office, and official right, by a bias court, in a “fixed” case⁵², while depriving me of due and equal process. First extorting my property and then my silence⁵³. No part of this was “legal” by any stretch of the imagination⁵⁴.

⁴⁸ https://rico.jefffenton.com/evidence/2020-10-16_coa-emergency-motion-reporting-misconduct.pdf
https://rico.jefffenton.com/evidence/2020-10-28_motion-to-supplement-and-correct-the-record.pdf

⁴⁹ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-29, PageID.1665-1681

Case 1:23-cv-01097-PLM-RSK, ECF No. 1-29, PageID.1684-1691

Case 1:23-cv-01097-PLM-RSK, ECF No. 1-29, PageID.1698

Case 1:23-cv-01097-PLM-RSK, ECF No. 1-27, PageID.1370 ~ ECF No. 1-28, PageID.1664

Case 1:23-cv-01097-PLM-RSK, ECF No. 1-27, PageID.1370 ~ ECF No. 1-29, PageID.1683

Case 1:23-cv-01097-PLM-RSK, ECF No. 1-29, PageID.1665 ~ ECF No. 1-30, PageID.1793

⁵⁰ https://rico.jefffenton.com/evidence/2020-02-13_tnsc-aoc-ada-gc-john-coke-transcript.pdf

https://rico.jefffenton.com/evidence/2020-02-13_tnsc-aoc-ada-gc-john-coke-phone-call.mp3

Case 1:23-cv-01097-PLM-RSK, ECF No. 1-29, PageID.1718-1721

⁵¹ https://rico.jefffenton.com/evidence/2023-12-13_wcso-racketeering-official-oppression.pdf

https://rico.jefffenton.com/evidence/2021-12-02_fbi-mark-shafer-binkley-story-corruption.mp3

https://rico.jefffenton.com/evidence/2021-12-02_fbi-mark-shafer-binkley-story-corruption.pdf

⁵² https://rico.jefffenton.com/evidence/2024-01-18_binkley-disqualification-for-bias-coercion.pdf

⁵³ https://rico.jefffenton.com/evidence/2019-10-21_order-of-protection-as-illegal-prior-restraint.pdf

⁵⁴ https://rico.jefffenton.com/evidence/2024-03-13_irrefutable-proof-of-criminal-conspiracy.pdf

https://rico.jefffenton.com/evidence/2019-04-26_conspiracy-against-rights-under-color-of-law.pdf

47. The essence of the conspiracy against my rights and my property was to steal my home and extract as much value out of it as possible, through professional fees, and possibly even relationships with the investors who purchased my property.

48. The first challenge was how to get me out of my home, while forcing it to the market. While my ex-wife's primary concern was about being stuck paying me \$1,750 per month in "transitional alimony" for a duration of 6-years as we had repeatedly agreed⁵⁵.

49. Because my ex-wife's employer was known to be retiring soon, her counsel decided to have her first default upon our mortgage payments, without providing me with any notice, and secondly for her to file for bankruptcy, because that would get her out of our agreed alimony (in a "fixed" divorce). Producing a financial benefit of \$126,000 for my ex-wife, while shedding whatever little bit of revolving debt she had at that time (\$44,079⁵⁶), were her two greatest stressors during that season. Evading those two financial responsibilities was of more significance to her during the midlife meltdown that she was experiencing⁵⁷, than what that decision would ultimately cost her in the long run, by **forfeiting** our property.

50. Hence the bankruptcy fraud met my wife's criteria for becoming willing to allow the defendants to do **whatever they wanted** with our beautiful Brentwood property, but first they had to figure out how to force me out of my home and take it from me.

⁵⁵ https://rico.jefffenton.com/evidence/2018-10-27_verbal-settlement-agreement.pdf

⁵⁶ 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.)

⁵⁷ https://rico.jefffenton.com/evidence/2019-02-05_menopause-narcolepsy-night-sweats-not-stalker.pdf

51. The reality is that despite the bankruptcy court having both *original* and *exclusive jurisdiction* over my marital residence, because it was included in my wife's bankruptcy estate by *special request of her counsel*, they knew that they could **neither** evict me (or my two lawful tenants/roommates, with written binding one year lease agreements) from my home, **nor** could the federal district or bankruptcy courts **compel the sale** of my marital residence, because it was physically impossible to meet the criteria required by federal bankruptcy law.

52. 11 U.S.C. § 363(h)⁵⁸: "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.**"

53. It was physically impossible for the forced sale of my home to be of greater benefit to the bankruptcy estate than losing it would be a detriment to me.

54. This was obvious, which is why they didn't obey the law in the bankruptcy court, by providing me and my tenants with notice and hearings in either Federal Bankruptcy Court or in Federal District Court, as bankruptcy rules and law **requires**.

⁵⁸ https://rico.jefffenton.com/evidence/2020-07-02_bk-trustee-john-mclemore-call-declaration.pdf
https://rico.jefffenton.com/evidence/2020-07-02_bk-trustee-john-mclemore-recorded-call.mp3

55. The Counsel in both courts only did what they knew would *guarantee* their *predetermined outcome* (regardless of any rules or laws). Hence, they accomplished their goals by passing the deprivation of my rights and my property from the federal courts in Tennessee to the state courts, even though the state was specifically prohibited from exercising jurisdiction. Still defendants Story and Binkley could *guarantee* their *predetermined outcome*, which they did.

56. Then everything in the Chancery Court was a fraudulent character assassination, spearheaded by the fraudulent “order of protection ex parte⁵⁹”, the day after I received service for the divorce and began asking questions about the secret bankruptcy, I was unlawfully deprived notice about and ambushed with.

57. The whole thing was a scam. The bankruptcy fraud relieved my ex-wife of being forced to pay alimony for 6-years. The Chancery Court fraud wrongfully evicted both me and my two lawful tenants/roommates from my home, giving possession of it to my ex-wife, her counsel, the auctioneers, and the bankruptcy court.

58. I was rendered immediately homeless and destitute, with only a five-day notice over a holiday weekend, escorted off my property by four sheriff’s deputies⁶⁰, like a dangerous felon, without even allowing me to take my **bed** with me, after 25 years of being a hardworking, tax paying,

⁵⁹ https://rico.jefffenton.com/evidence/2019-06-20_wco-so-exparte-order-of-protection-service.mp3

https://rico.jefffenton.com/evidence/2023-12-13_wco-so-racketeering-official-oppression.pdf

⁶⁰ https://rico.jefffenton.com/evidence/2019-08-29_chancery-court-order-once-pro-se.pdf

https://rico.jefffenton.com/evidence/2019-08-30_judgment-wrong-emergency-call-to-court.mp3

peaceful Tennessee resident, without so much as a single traffic citation.

59. My health insurance was terminated without notice, my meds were cut off, and I was left to die.

60. Then to ensure my silence they decided to threaten my life while revoking my freedom, despite the fact that I told them that their “order of protection” was interfering with my ability to pass background checks and get a job, to simply try to move forward and support myself.

61. On page 3, lines 16-21 of the transcript of evidence⁶¹ from the August 1st, 2019, hearing, defendant Story stated:

16 MS. STORY: Because what we don't
17 want to do is have something go down on his
18 record that's going to affect his employability,
19 because he needs to get a job ASAP, so as long as
20 we have the protection, the order of protection
21 under the ex parte, we are good with that.

62. As stated by defendant Story above, she didn't want to do anything to harm my vocational potential as long as I was a potential “alimony risk” for my ex-wife, because I needed to get a job ASAP. That lasted until the moment I crossed over the state line.

63. The deal between my prior counsel and defendant Story was, if I allowed them to keep the ex parte throughout the litigation, they would dissolve it upon the final decree of divorce, without it ever becoming a full order of protection, and without us needing to have a trial over it.

⁶¹ https://rico.jefffenton.com/evidence/2019-08-01_chancery-hearing-transcript.pdf

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64. The order was always malicious, fraudulent, and abusive, based upon obscenely false claims, filed in bad faith, for ulterior purposes.

65. My wife is a highly trained firearms and self-defense expert⁶².

66. If anything ever happened legitimately worthy of depriving my freedom and holding my civil rights hostage for years, it was also worthy of an arrest and full equal and due process of law. No such thing ever happened, it was all fraudulent character assassination, one of the many tools of the trade employed by defendants Story and Binkley, for empowering a rouge judge to overstep his lawful jurisdiction and authority under the guise of protecting someone from harm, while trampling my rights and extorting my silence⁶³, about the misconduct of the court and counsel.

67. I had no plans of bothering my ex, so I thought it was of no consequence, while I asked for a “no contact” order against Ms. Fenton in return. I didn’t understand how they would abuse the ex parte and use it for ulterior motives. This is just one example of many how every action I have taken in court has been honorable, respectable, and done in good-faith. Unfortunately, I never found any good-faith in return.

68. Once my counsel was released, defendant Story didn’t keep any of her agreements

⁶² https://rico.jefffenton.com/evidence/2019-10-21_order-of-protection-as-illegal-prior-restraint.pdf

⁶³ 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

with my prior counsel⁶⁴, nor her promises to me in open court on 8/29/2019⁶⁵.

69. Defendants Story, Binkley, the Chancery Court, the Court of Appeals, none of them have shown the slightest bit of care of interest in whether I can ever pass a pre-employment background check again⁶⁶ so that I can qualify for the same types of employment which I have qualified for without issue throughout my life. That is **cruel and criminal ADA interference**.

70. Then when I reported the misconduct by defendants Story and Binkley to the Tennessee Court of Appeals⁶⁷, the Chancery Court retaliated against me and added **five more years**⁶⁸ onto their fraudulent out of state default “order of protection”, without notice or hearing, as “official oppression”, Hobbs Act “extortion”. To keep a noose around my neck to continue coercing my silence about the crimes by the courts and counsel against me, though absolutely repugnant of any pretense of law and justice.

71. At fifty years old, having been independent all my life, they clenched down on everything that I owned like it belonged to them. I have evidence they pursued this literally past the point of being of any financial benefit to any party, purely out of cruelty, domination, to scare me, and to punish me. Again, without ever a meaningful chance to be heard or defend myself, while they literally ignored hundreds of pages of my sworn testimony and evidence which I filed in

⁶⁴ https://rico.jefffenton.com/evidence/2019-08-05_attorney-agreement-extending-answer-deadline.pdf

⁶⁵ 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

⁶⁶ https://rico.jefffenton.com/evidence/2021-01-19_tnsc-immunity-disorder-strike-expunge-op.pdf

⁶⁷ https://rico.jefffenton.com/evidence/2020-10-16_coa-emergency-motion-reporting-misconduct.pdf

⁶⁸ https://rico.jefffenton.com/evidence/2019-10-21_order-of-protection-as-illegal-prior-restraint.pdf

Chancery Court on 8/29/2019.

72. While that filing⁶⁹ included an ad hoc divorce answer and counter complaint, as well as an answer for the fraudulent order of protection, and the forced motion to sell my marital residence. Hence, it was physically impossible to have any good-faith “default judgments” levied against me in docket #48419B. Yet they remain, while I have fought for four years to get one honest person of authority to obey the law, their oath of office, and the State of Tennessee’s Rules of Judicial Conduct.

73. While I told both defendant Story⁷⁰ as well as the Court of Appeals about all of this, while filing clarifications⁷¹, yet still not one word of my hundreds of pages of pleadings filed on Chancery Court record on 8/29/2019 has been used to my benefit. **That is not reasonable.**

74. I witnessed both defendants Binkley and Story with my “ONE-AND-DONE”, 250+/- pages of pleadings⁷² in their hands during open court on 8/29/2019, while they promised to address my filing in the next hearing.

⁶⁹ https://rico.jefffenton.com/evidence/2019-08-29_husbands-one-and-done-answer-to-all.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-18, PageID.766 ~ ECF No. 1-22, PageID.1038)

⁷⁰ https://rico.jefffenton.com/evidence/2020-05-05_notified-story-about-her-fraudulent-affidavit.pdf
https://rico.jefffenton.com/evidence/2020-10-30_storys-objection-to-correcting-the-court-record.pdf

⁷¹ https://rico.jefffenton.com/evidence/2020-10-28_motion-to-supplement-and-correct-the-record.pdf

⁷² Case 1:23-cv-01097-PLM-RSK, ECF No. 1-18, PageID.766 ~ ECF No. 1-22, PageID.1038
https://rico.jefffenton.com/evidence/2020-10-28_motion-to-supplement-and-correct-the-record.pdf

75. On page 24, lines 1-7 of the transcript of evidence from the August 29th, 2019 hearing, defendants Story and Binkley stated:

- 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.

76. Defendant Story told me in court that she would allow me to participate in the following hearing over the phone, because they both knew that as a result of them wrongfully evicting me from my home (five days after this hearing), they were dislocating me to the State of Michigan, to stay with my elderly mother, to obtain emergency replacement shelter and provision.

77. Defendants Binkley and Story stated during that 8/29/2019 hearing that the following hearing would address my exhaustive filing that day, which addressed every fraudulent claim against me to the best of my ability on short notice.

78. Once again, after I crossed the state line, everything they had told me went right out the window.

79. On top of that they destroyed my life and my ability to simply get a decent job from home to help support myself without becoming a complete financial liability upon my family or the State of Michigan, neither which was the State of Tennessee's problem, even though they are ultimately responsible for everything which took place, and for denying me a cure for four obscene

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years of litigious torture.

80. On October 21st, 2019, defendants Story and Binkley changed their minds without notice, motion, or confirmation, chose not to allow me to participate in the hearing over the phone as told in court on 8/29/2019. Moreover, they decided not to consider any of my 250+/- pages of pleadings which they both held in their hands on 8/29/2019 and the court said it would address on the 21st.

81. Instead they colored the court records to appear as if I had voluntarily chosen to sell my marital residence and render myself homeless, without one dollar to my benefit, then I chose to voluntarily relocate to the State of Michigan, after which I no longer was interested in defending my case in Tennessee, no matter what ill-fate awaited me as a consequence.

82. Those claims by defendants Story and Binkley were about as obscenely false and fraudulent as possible. I already had a defense on record⁷³ for everything, yet they refused to use it to my benefit, in violation of the State of Tennessee's Rules of both Professional and Judicial Conduct.

83. In defendant Binkley's default "Final Decree of Divorce" he stated, "Husband has not filed an Answer and has had two attorneys both of whom have withdrawn."

84. That statement was false and both defendants Binkley and Story reasonably should

⁷³ https://rico.jefffenton.com/evidence/2019-08-29_husbands-one-and-done-answer-to-all.pdf (Case 1:23-cv-01097-PLM-RSK, ECF No. 1-18, PageID.766 ~ ECF No. 1-22, PageID.1038)

have known that.

85. Even if they did not, they had an ethical obligation to give me the benefit of all the facts to their knowledge which could help the tribunal make an informed decision and a just judgment, not to simply cast harsh punitive default judgements against me, because I lacked the money and power to stop them.

86. They had my answers in their hands in court on 8/29/2019 and assured me that they would address my filings during that 10/21/2019 hearing.

87. Defendant Binkley went on to say in his Final Decree of Divorce⁷⁴, “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.”

88. That is fraud on the court by officers of the court. That is falsifying government records.

89. It is not reasonable that anyone could view the record in Williamson County Docket #48419B and concluded that wife’s testimony was “**undisputed**”. That is rife with fraud.

90. Furthermore, nobody to date will inform me about **who** this **mystery witness** was and what **their testimony was**, which allegedly confirmed wife’s grounds for divorce, which they

⁷⁴ https://rico.jefffenton.com/evidence/2019-10-21_chancery-final-decree-of-divorce.pdf

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blamed upon me.

91. When both Ms. Fenton and I requested a divorce based upon “irreconcilable differences”, but that failed to demonize me enough for the obscenely harsh and punitive judgments which defendants Binkley and Story had predetermined and finally levied against me.

92. Sometimes I fear they are going to give me a brain aneurysm this is so ridiculous, while I have had to write it over and over and over, and no court yet has heard my testimony and exercised the tiniest bit of honest, good-faith, reasonable, justice.

93. None of which were “reasonable” with the truth known and the entire record compared for continuity, while fact checking⁷⁵ defendant Story’s claims of both fact and law throughout both transcripts⁷⁶ of evidence.

⁷⁵ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-35, PageID.1925 ~ ECF No. 1-36, PageID.2006

⁷⁶ https://rico.jefffenton.com/evidence/2019-06-04_wifes-complaint-for-divorce-48419b.pdf
https://rico.jefffenton.com/evidence/2019-08-01_chancery-hearing-transcript.pdf
https://rico.jefffenton.com/evidence/2019-08-01_chancery-court-order-with-counsel.pdf
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
https://rico.jefffenton.com/evidence/2019-08-29_chancery-court-order-once-pro-se.pdf
Case 1:23-cv-01097-PLM-RSK, ECF No. 1-35, PageID.1925 ~ ECF No. 1-36, PageID.2006

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18 U.S.C. § 157 BANKRUPTCY FRAUD BY THE COURTS & COUNSEL⁷⁷

A person who, having devised or intending to devise a scheme or artifice to defraud and for the purpose of executing or concealing such a scheme or artifice or attempting to do so—

(1) files a petition under title 11, including a fraudulent involuntary petition under section 303 of such title;

(2) files a document in a proceeding under title 11; or

(3) makes a false or fraudulent representation, claim, or promise concerning or in relation to a proceeding under title 11, at any time before or after the filing of the petition, or in relation to a proceeding falsely asserted to be pending under such title, shall be fined under this title, imprisoned not more than 5 years, or both.

94. Ms. Fenton's fraudulent⁷⁸ Chapter-13 Bankruptcy Petition was executed on 4/26/2019 and filed in case 3:19-bk-02693⁷⁹ by bankruptcy specialist, **Attorney Mary Elizabeth Maney Ausbrooks⁸⁰** (BPR# 018097), and **Attorney Alexander Sergey Koval** (BPR# 029541) both of ROTHSCHILD & AUSBROOKS, PLLC.

95. This was filed in The United States Bankruptcy Court for the Middle District of

⁷⁷ https://rico.jefffenton.com/evidence/2019-04-26_ausbrooks-story-fraudulent-bk-petition.pdf

⁷⁸ https://rico.jefffenton.com/evidence/2019-04-26_ausbrooks-story-fraudulent-bk-petition.pdf

https://rico.jefffenton.com/evidence/2019-04-26_bankruptcy-planned-for-when-employer-retires.pdf

⁷⁹ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-8, PageID.74 ~ ECF No. 1-11, PageID.478

⁸⁰ https://rico.jefffenton.com/evidence/2021-01-27_notified-ausbrooks-fraud-misconduct-damages.pdf

Tennessee. Located at 701 Broadway Ste 260, Nashville, TN 37203-3983.

96. The Chapter-13 Trustee responsible was **Attorney Henry Edward Hildebrand, III** (BPR# 032168). The Federal Bankruptcy Court Judge presiding was **Judge Charles M. Walker** (BPR# 019884).

97. This bankruptcy petition contained false and fraudulent information while it also failed to disclose critical information about my wife's domestic support obligations, both paid previously⁸¹, still paid at that time⁸², and promised to be paid in the future⁸³ for several years to come.

98. The fraudulent bankruptcy petition also lied about our property interests, failed to disclose that I in fact had lawful possession of our marital residence, requiring an "Adversarial Proceeding" per Rule #7001 of the Federal Rules of Bankruptcy Procedure and 11 U.S.C. § 363⁸⁴.

99. My wife's counsel also failed to mention my two lawful tenants/roommates, with binding federally protected leasehold property interests, which would have even survived foreclosure with the federal "Protecting Tenants at Foreclosure Act" (PTFA), though I had access to the funds to prevent a foreclosure.

⁸¹ https://rico.jefffenton.com/evidence/2018-05-02_family-budget-living-apart.pdf

⁸² https://rico.jefffenton.com/evidence/2019-05-16_support-email-wife-never-mentioned-bankruptcy.pdf

⁸³ https://rico.jefffenton.com/evidence/2018-10-27_verbal-settlement-agreement.pdf

https://rico.jefffenton.com/evidence/2019-01-08_wifes-claims-about-alimony-and-lawyers.pdf

⁸⁴ https://rico.jefffenton.com/evidence/2020-07-02_bk-trustee-john-mclemore-call-declaration.pdf

https://rico.jefffenton.com/evidence/2020-07-02_bk-trustee-john-mclemore-recorded-call.mp3

100. Let me be crystal clear, I was **never notified** by my ex-wife or anyone on her behalf that she could not afford or was having trouble paying our mortgage payments.

101. I was **never notified** by my ex-wife or anyone on her behalf that she was going to default on our mortgage payments.

102. I was **never notified** by my ex-wife or anyone on her behalf that she had defaulted on our mortgage payments. (Until months later after she had filed for bankruptcy, as well as the divorce, plus a motion to force the sale of our home, plus an order of protection “ex parte”, based upon false charges.)

- We were communicating on friendly terms immediately before this ambush.
- Ms. Fenton told me that she wanted to “remain friends” after our divorce just a few months earlier, without any known precipitating events to change that.
- I can think of no good faith reason for her failing to warn me that the sum total of my life’s investments were in dire risk of total loss and forfeiture, yet this was all kept a secret from me by Ms. Fenton, the bankruptcy court, and her counsel.

103. I was **never notified** by my ex-wife or anyone on her behalf that she was planning to file for bankruptcy.

104. I was **never provided legal notice** by the bankruptcy counsel, the bankruptcy court, or the bankruptcy trustee, that the bankruptcy had been filed, that our mortgages were in default,

that our home was included in my wife's "bankruptcy estate", or that she and her counsel had **specifically requested** to sell our marital residence through the bankruptcy court.

105. Entered on April 26, 2019, in Appendix D, Part 9, "Nonstandard Plan Provisions", the following request was included by defendant Ausbrooks⁸⁵: *"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."*

106. To be clear, this language asked the bankruptcy court for permission to sell real property owned by Ms. Fenton *and* one other equally deeded party, **me**, as tenancy by the entirety.

107. This can be easily verified by checking the property deed⁸⁶ and/or the property tax records⁸⁷ on which I am clearly named, the same being the legal responsibilities of both defendants Ausbrooks and Hildebrand.

108. Examining this request on its face, imploring no more than common sense and the most fundamental knowledge about natural and constitutional rights in the United States of America, this request does not appear that it could have reasonably been made in good faith by defendant Ausbrooks for at least the following two reasons:

⁸⁵ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-8, PageID.144

⁸⁶ https://rico.jefffenton.com/evidence/2011-04-29_1986-sunnyside-brentwood-tn-deed.pdf

⁸⁷ <https://rico.jefffenton.com/evidence/1986-sunnyside-brentwood-tn-2019-property-taxes.pdf>

- (1) Firstly, the request is seeking to sell the property **owned by another**— and providing him **nothing in return**.
- (2) Secondly, the language is promising *all* the proceeds of the sale to benefit only the party making this request (and her creditors), without any language indicating if or how the proposed sale might be of any benefit to the other equally deeded and mutually interested property owner, **me**.

109. That immediately wrecks of foul play, yet defendant Ausbrooks filed the motion, all while personally and professional certifying⁸⁸ that her request was well grounded in law and made in good-faith and without bringing any of the obvious concerns and potential conflicts of interest to light. She failed to perform any due diligence to protect my property interest as well as those of my two lawful tenants/roommates, or to provide us with “adequate protection” as is required by the federal rules of bankruptcy procedure and the law⁸⁹, while violating the constitution, my natural rights, and the rules of professional conduct.

110. Defendant Ausbrooks was well aware that Ms. Fenton was still married. She also knew that the state of Tennessee is a “deed of trust” state, not a mortgage state, meaning that the name on a mortgage does not define who owns the property or holds legal title to it, but instead, that the property’s deed of trust is the sole instrument. Furthermore, real property owned by a husband and wife in Tennessee is by default held as tenancy by the entirety⁹⁰. Even if I wasn’t

⁸⁸ F.R.B.P. Rule 9011 and 11 U.S. Code § 707

⁸⁹ <https://www.law.cornell.edu/uscode/text/11/363>

⁹⁰ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-13, PageID.541-542

named on the deed of trust—which I was—the property still can't *legally* be sold with a clear title without me signing a quit claim deed or some other instrument conveying or forfeiting my marital interest in the property. But if that was to be compelled by *any* court, it could not be lawfully or ethically done without due process.

111. Choosing not to notify me⁹¹ or my two lawful tenants, defendant Ausbrooks had requested that *all* my lawful real property interests be usurped and liquidated, with the funds being disbursed entirely to others. Such thievery is clearly unethical and also illegal pursuant to 11 U.S. Code § 707(b)(4)(C)⁹²:

(1) The signature of an attorney on a petition, pleading, or written motion shall constitute a certification that the attorney has—

(i) performed a reasonable investigation into the circumstances that gave rise to the petition, pleading, or written motion; and

(ii) determined that the petition, pleading, or written motion—

(I) is well grounded in fact; and

(II) is warranted by existing law or a good faith argument for the extension, modification, or reversal of existing law and does not constitute an abuse under paragraph (1).

⁹¹ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-13, PageID.565-566

https://rico.jefffenton.com/evidence/2022-03-15_ustp-bk-fraud-referral-confirmed-no-notice.pdf

⁹² Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1894

Initials: 

112. The actions between the state and federal courts were conducted under the pretense of “legal” actions and under the guise of a divorce, except that none of the actions taken were actually legal in accordance with the rule of law—neither state nor federal, including their constitutions. Nor was any interest or care shown about any real merit involving my marriage or subsequent dissolution of that marriage through a divorce. In fact, discovery for our divorce was strategically prevented by defendants Chancery Court, Binkley, Beeler, and Story from ever getting started.

113. Once defendants seized possession of my marital residence, they fraudulently terminated all litigation under the guise of “default” judgments⁹³, claiming that I chose to relocate to Michigan and had no interest in participating further or defending my case⁹⁴.

114. Those claims are, were, and have always been unequivocally false⁹⁵. I believe that any honestly impartial party who read my “handwritten note” in its entirety, which I left at my marital residence for my ex-wife, would conclude the same.

115. I have reams of documentation to prove my intentions were to defend my case at all costs. While the fact that I am here four years later still fighting for justice, with thousands of pages of court filings to substantiate my efforts to date, should speak beyond any reasonable margin of “error”.

⁹³ https://rico.jefffenton.com/evidence/2019-10-21_chancery-final-decree-of-divorce.pdf

⁹⁴ https://rico.jefffenton.com/evidence/2019-10-21_fraudulent-final-affidavit-by-virginia-story.pdf

⁹⁵ https://rico.jefffenton.com/evidence/2020-05-05_notified-story-about-her-fraudulent-affidavit.pdf

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**THE CHANCERY COURT WAS USED TO ILLEGALLY CIRCUMVENT
THE FEDERAL RULES OF BANKRUPTCY PROCEDURE & BANKRUPTCY LAW**

116. First and foremost, the Chancery Court had no lawful jurisdiction to hear any sort of issue that would have ultimately changed ownership of the marital residence because it had already been included in my ex-wife's bankruptcy estate on April 26, 2019.

117. This was thirty-nine days before the first documents were filed in the Chancery Court on 6/4/2019, and ninety-seven days before I first stood before defendants Binkley and Story.

118. Therefore, the federal courts had both *original* and *exclusive jurisdiction* over my marital residence, which could not have been lawfully abdicated to another court, since the bankruptcy was filed first and the sale of our marital residence was "*core*" to the bankruptcy proceeding.

119. In fact, the sale of our marital residence was one of the primary reasons that Ms. Fenton's counsel filed the bad faith fraudulent bankruptcy action.

120. The federal courts were required to provide both me and my two lawful tenants/roommates with "adequate protection" for our federally protected property interests throughout my ex-wife's bankruptcy.

121. Of the three matters addressed by the Chancery Court—the forced deprivation of the marital home, the divorce, and the order of protection—the Chancery Court had no jurisdiction or authority to hear or act on the first, while the last two were done after defendants Binkley, Story, and the Chancery Court had committed multiple gross felonies against me,

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horrendously violating my rights, disqualifying⁹⁶ the same multiple times over from retaining any lawful jurisdiction or authority, whatsoever, in the matters.

122. Without regard for the Federal Rules of Bankruptcy Procedure and subsequent Bankruptcy Laws, or the Constitution of the United States of America, the Chancery Court still usurped—or the bankruptcy court abdicated—jurisdiction⁹⁷ over the marital home, in violation of 28 U.S. Code § 1334(e)(1),⁹⁸ 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.”

123. Defendants Binkley and the Chancery Court ordered the “sale” of my home in disregard of this federal law⁹⁹. Of important note is the fact that the issue of *whether* to sell the marital home was never raised in the Chancery Court or in the bankruptcy court, but only *how fast* it could be sold.

⁹⁶ https://rico.jefffenton.com/evidence/2024-01-18_binkley-disqualification-for-bias-coercion.pdf

⁹⁷ 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))

⁹⁸ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-34, PageID.1882

⁹⁹ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-35, PageID.1951-1953

**UNCONSTITUTIONAL: NO OPPORTUNITY TO SAVE MY PROPERTY
INTERESTS OR TO MITIGATE MY LOSSES**

124. On 8/1/2019, after a pre-trial conference in the back of the Chancery Court, I told my counsel Charles “Marty” Duke that I could borrow money from my mother to bring our mortgages current and to keep them current (roughly \$8k, less than I collectively spent on counsel for that day), provided I could continue living in my home.

125. After telling Mr. Duke this, I asked if that might be possible.

126. Defendant Story overheard me and answered me directly by stating, **“No. It’s already too far along in the bankruptcy.”**

127. That was unconstitutional, a violation of bankruptcy law, as well as a violation of due process.

128. Upon information and belief, I believe that this statement by defendant Story was also factually false. I see no such finding, judgment, or documentation in the bankruptcy record to support this claim.

129. The bankruptcy court pretended to sell the marital residence based upon the orders from the Chancery Court, while Chancery Court played much of the same game, as if compelled to sell the marital residence to accommodate the bankruptcy, while neither court had the lawful jurisdiction and authority to force the sale of the martial residence, without discovery and full due process of law, which they both refused.

130. In addition to that, the bankruptcy action was on its face fraudulent, with false details about our property interests in our marital residence, as previously mentioned.

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131. 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.

132. In addition to that, the Motion to Sell the Marital Residence¹⁰⁰ signed and submitted by defendant Yarbrough and argued in Chancery Court on August 1, 2019, by defendant Story, was highly harassing, abusive of process, and obscenely fraudulent.

133. There are so many violations of the rules of professional conduct¹⁰¹, judicial canons, Federal Rules of Civil Procedure, Federal Rules of Bankruptcy Procedure, statutory laws, and state and U.S. Constitutions that the best way I know how to try to articulate it all is by heavily marking up¹⁰² each of defendant Story's and Yarbrough's filings to try to write in the **truth inline** with the obscene amount of fraud on the court filed in each and every document they drafted and filed in docket #48419B. Without one being done honestly, in good faith, in pursuit of justice, in compliance with the federal and state rules of court conduct.

¹⁰⁰ https://rico.jefffenton.com/evidence/2019-07-17_chancery-motion-to-sell-marital-residence.pdf

¹⁰¹ <https://rico.jefffenton.com/evidence/tennessee-rules-of-judicial-and-professional-conduct.pdf>

¹⁰² https://rico.jefffenton.com/evidence/2019_tn-court-motions-in-chronological-order.pdf

\$44,079 OF ALLEGED “BANKRUPTCY RELIEF”

134. The bankruptcy only reaped \$44,079¹⁰³ worth of alleged “bankruptcy relief” for Ms. Fenton in the end. While likely costing her more than that in combined counsel. Also forfeiting \$250,000 in cash improvements and labor, that we had invested into our home, as of the day of the auction. Still another \$400,000 of appreciation has been lost since. Because we had finally secured the investment of a lifetime, and we knew it, which was why we had invested \$200,000 +/- in improvements to the property, after we purchased it in 2011.

135. Those improvements were also my primary work product for much of 2011-2018, while Ms. Fenton’s primary investment during that same period was in building her career in architecture. An asset which she got to keep and continue benefitting from, even after the financial collapse of our family.

136. The truth is, that my wife, never needed to file bankruptcy¹⁰⁴, and actually had a terribly difficult time “qualifying”¹⁰⁵, because she was a highly successful professional with a \$116,500 annual compensation package¹⁰⁶, before the counsel within this complaint got involved.

137. Now both of our lives have been destroyed, to the financial benefit of solely outsiders; attorneys, auctioneers, real estate investors, and their “friends”, who are reaping the

¹⁰³ 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.)

¹⁰⁴ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-13, PageID.569-576

¹⁰⁵ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-8, PageID.74 ~ ECF No. 1-11, PageID.478

¹⁰⁶ Case 1:23-cv-01097-PLM-RSK, ECF No. 1-27, PageID.1444

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benefits of everything we spent our lives working for, saving, investing, and building, stolen from us both in the blink of an eye, under color of law, exploiting institutions of public trust and justice for felonious deprivation and criminal racketeering.

138. The courts have a responsibility to fix this. I should not be destroyed for acting honestly in good faith, while submitting to the authorities which I am told that **I must submit to.**

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 March 25, 2024



JEFFREY RYAN FENTON, PRO SE

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UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MICHIGAN

FILED- LN

March 25, 2024 4:07 PM
CLERK OF COURT
U.S. DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
BY: eod FILED BY: *600 3/25*

JEFFREY RYAN FENTON,

PLAINTIFF

v.

VIRGINIA LEE STORY ET AL.,

DEFENDANTS

CASE NO. 1:23-cv-1097

EXHIBIT: CONSPIRACY AGAINST RIGHTS UNDER COLOR OF LAW

I, Jeffrey Ryan Fenton, declare as follows:

1. My name is Jeffrey Ryan Fenton.
2. I am the Plaintiff in this federal lawsuit (CASE NO. 1:23-cv-1097).
3. Please file this exhibit in my case, so that I can reference it in my lawsuit.
4. Thank you.

Pursuant to 28 U.S. Code § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed 3/25/2024



JEFFREY RYAN FENTON

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CONSPIRACY AGAINST RIGHTS UNDER COLOR OF LAW

U.S. BANKRUPTCY COURT, THE MIDDLE DISTRICT OF TENN

WILLIAMSON COUNTY CHANCERY COURT AT FRANKLIN, TENN

BK: #3:19-BK-02693 | TN: #M2019-02059-COA-R3-CV | WILCO: #48419B

COUNSEL'S FINANCIAL & LEGAL LIABILITY FOR BANKRUPTCY CRIMES & EXCESSIVE COSTS (APPLICABLE)	1
Story & Ausbrooks: Counsel's Liability for Excessive Costs (APPLICABLE)	1
Signature of an Attorney on Bankruptcy Petition, Pleading, or Written Motion shall Constitute a Certification (APPLICABLE)	2
Bankruptcy Attorney's Liability for Signing of Papers; Representations to the Court; Sanctions; Verification and Copies of Papers (APPLICABLE)	3
FEDERAL RULES OF BANKRUPTCY PROCEDURE (VIOLATIONS)	6
FRBP Rule 7001: Scope of Rules of Part VII—ADVERSARY PROCEEDINGS: Required by Four Separate Factors in my Ex-wife's Undisclosed Bankruptcy (VIOLATED)	6
FRBP Rule 9011: Bankruptcy Attorney's Liability for Signing of Papers; Representations to the Court; Sanctions; Verification and Copies of Papers (VIOLATED)	8
TITLE-11: BANKRUPTCY LAWS (VIOLATIONS)	11
11 USC § 363(h)(3): CAN ONLY SELL IF the Benefit to the Estate of a Sale of such Property Free of the Interests of Co-owners Outweighs the Detriment to such Co-owners (VIOLATED)	11
11 USC § 363(b)(1): Tenants with Lawful Leasehold Interests and I were Due Notices & Hearings in FED BK Court or FED District Court, Shortly after Ex-wife Filed BK (VIOLATED)	13
11 USC § 363(e): Adequate Protection was Intentionally Circumvented by Refusing my Tenants and I Notice & Hearing in FED BK or District Court = FRBP 7001 (VIOLATED)	11
11 USC § 363(h)(3): The Benefit to the Estate, of a Sale of such Property, Free of the Interests of Co-owners, Outweighs the Detriment, if any, to such Co-owners. (Husband had NO Knowledge or Means of Knowing that ANY Mortgage Payments were Missed, since Ex-wife Promised to Pay & Controlled Access.) Husband lost over a Million-Dollar, post-tax, lifetime Property Interest, while being rendered Homeless, Broke & Destitute in TN. (I told Attorney Story that I could Borrow Money to bring the Mortgages Current, but she Insisted that it was "Already Too Far Along in the BK Process") On my first day in Court, on 8/1/2019, Before Discovery Began (VIOLATED)	11

11 USC § 363(h): Permits Sale of a Co-owner’s Interest in Property IF the Benefit to the Estate Outweighs any Detriment to the Co-owners. (Benefit to the Estate is Determined by the Amount of UNSECURED Debts which can be Paid by the Sale, above and beyond the Mortgages Secured by the Property. This Sale ONLY paid the Mortgages. It was of NO such Benefit and FAILED to Meet the Criteria to Force the Sale.) "Burdensome Asset" (VIOLATED) 14

11 USC § 541: Property of Estate— Commencement of a Bankruptcy Case Creates an Estate 16

11 USC § 541(d): Property in which the Debtor Holds, as of the Commencement of the Case (VIOLATED) 18

11 USC § 541: The House amendment provides that property of the estate will include whatever interest the debtor held in the property at the commencement of the case (VIOLATED) 19

11 USC § 541: Only the Debtor’s Interest in such Property becomes Property of the Estate (VIOLATED) 19

11 USC § 541: Both possessory interests and lease-hold interests are VALID interests which must be given consideration (VIOLATED) 20

11 USC § 541: It is not intended to expand the debtor’s rights against others more than they exist at the commencement of the case (VIOLATED) 20

11 USC § 542: Turnover of Property— Husband was the "Debtor in Possession" with two Tenant's who had Federally Protected Leasehold Interests. Husband had more premarital retirement funds invested into the purchase of the Marital Residence than Ex-wife (VIOLATED) 21

11 USC § 707(4)(C): Signature of an Attorney on a Petition, Pleading, or Written Motion shall Constitute a Certification (APPLICABLE) 22

11 USC § 1203: Rights and Powers of Debtor—I was the Debtor in Possession, Fraudulently Denied Notice, Hearing in FED Court, and an Adversarial Proceeding (VIOLATED) 23

11 USC § 1204(a): Removal of Debtor as Debtor in Possession—On request of a party in interest (had I not been denied lawful notice per FRBP-7001, I would have made such a request), the Court SHALL Order that the Debtor shall NOT be a "Debtor in Possession" for Cause, including Fraud, Dishonesty, Incompetence, or Gross Mismanagement of the Affairs (I was and remained the "Debtor in Possession" until Wrongfully Evicted on 9/3/2019, with only Five-Days Notice, by 4-Sheriff’s Deputies, based upon Significant Attorney and Judicial Misconduct and Fraud Upon the Court by Officers of the Court during my Pro Se 8/29/2019 "hearing" in Chancery, without Reason Provided by Judge Michael W. Binkley. Transcripts of Evidence were hidden by Court in Volum 23

11 USC § 1205: Adequate Protection—This ENTIRE Section Applies and was KNOWINGLY (VIOLATED) by the Egregious Conspiracy Against MY Rights, Under Color of Law, with the Knowing Disregard for Bankruptcy Rules & Laws 23

11 USC § 1206: Sales Free of Interests— After Notice and a Hearing, in Addition to the Authorization contained in Section 363(f) = 363(h)3 MEANS TEST (FAILED) _____ 24

11 USC § 1207: Property of the Estate _____ 24

11 USC § 1208: Conversion or Dismissal— Any waiver of the right to dismiss under this subsection is unenforceable. (c) On request of a party in interest, and after notice and a hearing, the court may dismiss a case under this chapter for cause, including — (1) unreasonable delay, or gross mismanagement, by the debtor that is prejudicial to creditors; _____ 24

TITLE-18: FEDERAL CRIMES IN THIS CASE (VIOLATIONS) _____ 25

BANKRUPCY CRIMES (VIOLATED) _____ 25

18 USC § 152: Concealment of Assets; False Oaths, Claims; Bribery _____ 25

18 USC § 153: Embezzlement Against Estate _____ 26

18 USC § 154: Adverse Interest and Conduct of Officers _____ 26

18 USC § 156: Knowing Disregard of Bankruptcy Law or Rule _____ 27

18 USC § 157: Bankruptcy Fraud _____ 27

18 USC § 158: Designation of United States Attorneys and Agents of the F.B.I. _____ 28

18 USC § 373 Solicitation to Commit a Crime of Violence (VIOLATED) _____ 29

18 USC § 401: Power of a Court of the United States to have the Power to Punish by Fine or Imprisonment, or Both, at its Discretion, such Contempt of its Authority _____ 29

18 USC § 402: Contempts Constituting Crimes: Any Person Willfully Disobeying any Lawful Writ, Process, Order, Rule, Decree, or Command of any District Court of the United States _____ 29

18 USC § 241: Conspiracy Against Rights _____ 30

18 USC § 242: Deprivation of Rights Under Color of Law _____ 30

18 USC § 1951(b)(1), (2): Hobb's Act "ROBBERY" & "EXTORTION"— The term "Extortion" means the obtaining of property from another, with his consent, induced by wrongful use of actual or threatened force, violence, or fear, or under color of official right (VIOLATED) _____ 31

18 USC § 1951(a): Hobb's Act Interference with Commerce by Threats or Violence (VIOLATED) _____ 31

Universal Declaration of Human Rights (TORTURE): To take everything that a man has, his only income, shelter, property, pre-marital retirement (by an entirely secret, fraudulent conspiracy between powerful Courts, without a single GOOD-FAITH motive or action), in

violation of every RULE OF LAW, then to further deprive me of my LIBERTY interest by DEFAULT, without the slightest HINT of DUE PROCESS, after geographically displaced me by 600 miles, is such an egregious overstep of any lawful authority or jurisdiction, I have literally experienced LITIGIOUS TERRORISM for OVER THREE-YEARS OF OUTRAGEOUS PAIN AND SUFFERING, beyond the scope of "TORTURE" as recognized by the Universal Declaration of Human Rights! (Of which you are hereby notified that you are a party to, having REFUSED me ANY ASSISTANCE!) _____ 32

TITLE-28: JUDICIAL & JURISDICTIONAL (VIOLATIONS) _____ 33

FEDERAL JURISDICTION: Absent Abstention by the Bankruptcy Court of its Exclusive Jurisdiction over the Debtor's Property, the State Court may not Exercise Jurisdiction over Property of the Debtor or Property of the Bankruptcy Estate. _____ 33

28 USC § 1334: Bankruptcy Cases and Proceedings—DISTRICT COURTS have Original & Exclusive JURISDICTION (VIOLATED) _____ 34

28 USC § 1335: Interpleader—The DISTRICT COURTS shall have Original Jurisdiction of any Civil Action of Interpleader or in the Nature of Interpleader Filed (VIOLATED) _____ 35

28 USC § 1927: Counsel's Liability for Excessive Costs—Bankruptcy Attorney Mary Beth Ausbrooks Liable & Divorce Attorney Virginia Lee Story Liable (amongst others) _____ 36

TITLE-42: PUBLIC HEALTH AND WELFARE (VIOLATIONS) _____ 37

AMERICANS WITH DISABILITIES ACT: VIOLATIONS _____ 37

42 USC § 12202: State Immunity—Egregious ADA Violations of Disadvantaged and Vulnerable People (APPLICABLE) _____ 37

42 USC § 12203(a): Prohibition Against Retaliation and Coercion (VIOLATED) _____ 37

42 USC § 12203(b): Interference, Coercion, or Intimidation—Threats of Incarceration to Coerce my Signature on the "Listing Agreement" in Court on 8/29/2019. The Fraudulent 6-YEAR "ORDER OF PROTECTION" to EXTORT MY SILENCE (under color of official right, or law), while it was ENTIRELY FRAUDULENT, by DEFAULT JUDGMENTS after I was lawlessly RENDERED HOMELESS and DISLOCATED to the State of Michigan to SURVIVE, giving the State of Tennessee NO LAWFUL AUTHORITY or JURISDICTION to FURTHER HARM ME! (My Ex-wife's FALSE Statement about me is NOT EVEN SIGNED, which by the FEDERAL RULES OF EVIDENCE means that it is TRASH!) _____ 37

42 USC § 12203: Attorney Virginia Lee Story outrageously harrassed and even had the AUCTIONEER Tommy Anderson spy on my elderly mother and I while, followed later by his THREATS and harrassment, followed by him coming to my home and pounding on the back door, about scaring my mother to death! To threaten we hurry up and move out, or else something not to my liking was going to happen! (We tried to hurry to comply with her demands, to pack my personal property once permitted

to come do so, while she had a hearing pending the next day to DISCARD it by using a FEDERAL BK Court Order to Supersede TN STATE LAW's "Personal Property Exemption" which I had lawfully filed in Chancery Court. (This was purely the manipulation of a FRAUDULENT FEDERAL BAN _____ 37

42 USC § 12203: Attorney Virginia Lee Story tried to EXTORT thousands of dollars out of my elderly mother, while THREATENING to otherwise SELL or DISCARD my PERSONAL PROPERTY, which she and BInkley FORCED me to leave at the PROPERTY under completely FRAUDULENT CLAIMS, intended to OBSTRUCT a TRIBUNMAL, while they TAG-TEAMED me during my PRO SE Hearing on 8/29/2019. _____ 37

42 § 1981: Equal Rights Under the Law _____ 37

42 § 1982: Deprivation of Property Under Color of Law _____ 37

42 § 1983: Deprivation of Rights under Color of Law _____ 37

42 § 1985: Conspiracy Against Rights _____ 37

42 § 1986: Action for Neglect to Prevent _____ 37

42 § 1988: Proceedings in Vindication of Civil Rights _____ 37

42 § 3631: Criminal Interference with Right to Fair Housing _____ 37

HUD & FED (VIOLATIONS) _____ 38

31 CFR Subtitle A § 5.18: How Does a Debtor Request a Special Review Based on a Change in Circumstances such as Catastrophic Illness, Divorce, Death, or Disability? (I was unlawfully DEPRIVED of any chance to even apply!) _____ 38

31 CFR Subtitle A § 5.18(a): Material change in circumstances. A debtor who owes a Treasury debt may, at any time, request a special review by the applicable Treasury entity of the amount of any offset, administrative wage garnishment, or voluntary payment, based based on materially changed circumstances beyond the control of the debtor such as, but not limited to, catastrophic illness, divorce, death, or disability. (Criminally deprived by CONSPIRCY between State and Federal BK COURTS of any CHANCE to apply for relief.) _____ 38

24 CFR Ch. V § 570.606: Displacement, Relocation, Acquisition, and Replacement of Housing. (a) General policy for minimizing displacement. (I was CRIMINALLY deprived of even NOTICE OF NEED, so that I could APPLY FOR ASSISTANCE before fraudulently being rendered HOMELESS (with a FIVE-DAY NOTICE, under grossly FALSE CLAIMS, with zero provision without being GEOGRAPHICALLY DISPLACED by 600 MILES to simply SURVIVE the lawless actions of BOTH State and Federal Courts in what I believe was a RICO action!) _____ 39

FEDERAL CIVIL RIGHTS (VIOLATIONS) _____ 42

The Federal BILL OF RIGHTS was Repeatedly and Carelessly Violated (I HAD ZERO RIGHTS IN THAT COURT, and any USE of that Court was to purely CIRCUMVENT my LAWFUL FEDERAL, Constitutional, and NATURAL RIGHTS to live through a secret conspiracy they strategically AMBUSHED ME with, to intentionally target, attack, and exploit my fully KNOWN and disclosed DISABILITIES for a STRATEGIC ADVANTAGE and to be SADISTICALLY HARM ME beyond the BENEFIT to ANY PARTY, lawful or otherwise, proving the CRUEL & INHUMANE ACTIONS of this Conspiracy against LIFE, LIBERTY, PROPERTY, while absolutely demolishing my PURSUIT OF HAPPINESS, entirely by FRAUD and an absurd number of CRIMINAL FELONIES against me and my family, not the slightest of which can be lawfully justified...... 42

Amdt5.4.4.2.1: Deprivations of Liberty—The Court also appeared to have expanded the notion of “liberty” to include the right to be free of official stigmatization, and found that such threatened stigmatization could in and of itself require due process...... 44

14th Amendment and Due Process: I was screamed at on the phone in a recorded call with the Chapter 7 Bankruptcy Trustee, chastising me for asserting that my 14th Amendment Constitutional Rights were Violated! Even though he admitted he didn't see the full lawful process was completed, while refusing to tell me what or who had failed to obey the FRBP and bankruptcy LAW. Telling me instead that Bankruptcy Law is the Second most Complicated Section of Code in the USA, second only to TAX LAW, SO GOOD LUCK!..... 45



attach thereto an affidavit, made by himself or by his duly authorized attorney or agent having knowledge of the facts, that such item is correct and has been necessarily incurred in the case and that the services for which fees have been charged were actually and necessarily performed.

(June 25, 1948, ch. 646, 62 Stat. 957.)

HISTORICAL AND REVISION NOTES

Based on title 28, U.S.C., 1940 ed., § 831 (R.S. § 984; June 10, 1921, ch. 18, § 304, 42 Stat. 24).

Section as revised conforms to existing Federal Practice. See note to subdivision (d) of Rule 54 of the Federal Rules of Civil Procedure. For discussion as to verification of bill of costs under existing practice, see—3 Hughes, *Federal Practice, Jurisdiction and Procedure—Civil and Criminal*, §6441.

Words “or allowed by the General Accounting Office” were omitted as unnecessary. That office will not allow items in a tax bill for costs against the United States unless such bill has been taxed by the court, and the court, under this section, cannot tax as costs items in an unverified bill.

Changes were made in phraseology.

§ 1925. Admiralty and maritime cases

Except as otherwise provided by Act of Congress, the allowance and taxation of costs in admiralty and maritime cases shall be prescribed by rules promulgated by the Supreme Court.

(June 25, 1948, ch. 646, 62 Stat. 957.)

HISTORICAL AND REVISION NOTES

This section was drafted to make possible the promulgation of comprehensive and uniform rules governing costs in admiralty. Various enactments of Congress, all over 100 years old, relate to particular features of such matter, but do not set forth any comprehensive and uniform procedure. See, for example, sections 818, 826, and 827 of title 28, U.S.C., 1940 ed.

§ 1926. Court of Federal Claims

(a) The Judicial Conference of the United States shall prescribe from time to time the fees and costs to be charged and collected in the United States Court of Federal Claims.

(b) The court and its officers shall collect only such fees and costs as the Judicial Conference prescribes. The court may require advance payment of fees by rule.

(June 25, 1948, ch. 646, 62 Stat. 957; Pub. L. 97-164, title I, § 139(p)(1), Apr. 2, 1982, 96 Stat. 44; Pub. L. 102-572, title IX, § 902(b), Oct. 29, 1992, 106 Stat. 4516.)

HISTORICAL AND REVISION NOTES

Based on title 28, U.S.C., 1940 ed., § 304 (Mar. 3, 1911, ch. 231, § 191, 36 Stat. 1144).

For distribution of other provisions of section 304 of title 28, U.S.C., 1940 ed., see Distribution Table.

Changes were made in phraseology.

AMENDMENTS

1992—Pub. L. 102-572 substituted “Court of Federal Claims” for “Claims Court” as section catchline and “United States Court of Federal Claims” for “United States Claims Court” in subsec. (a).

1982—Pub. L. 97-164 substituted “Claims Court” for “Court of Customs and Patent Appeals” as section catchline and, in text substituted provisions directing the Judicial Conference of the United States to prescribe from time to time the fees and costs to be

charged and collected in the United States Claims Court and directing the court and its officers to collect only such fees and costs as the Judicial Conference prescribes, with the court authorized to require advance payment of fees by rule for provisions which had directed that fees and costs in the Court of Customs and Patent Appeals be fixed by a table of fees adopted by such court and approved by the Supreme Court, that the fees and costs so fixed not exceed the fees and costs charged in the Supreme Court, and that the fees be accounted for and paid over to the Treasury.

EFFECTIVE DATE OF 1992 AMENDMENT

Amendment by Pub. L. 102-572 effective Oct. 29, 1992, see section 911 of Pub. L. 102-572, set out as a note under section 171 of this title.

EFFECTIVE DATE OF 1982 AMENDMENT

Amendment by Pub. L. 97-164 effective Oct. 1, 1982, see section 402 of Pub. L. 97-164, set out as a note under section 171 of this title.

COURT FEES FOR ELECTRONIC ACCESS TO INFORMATION

Judicial Conference to prescribe reasonable fees for collection by courts under this section for access to information available through automatic data processing equipment and fees to be deposited in Judiciary Automation Fund, see section 303 of Pub. L. 102-140, set out as a note under section 1913 of this title.

§ 1927. Counsel's liability for excessive costs

Any attorney or other person admitted to conduct cases in any court of the United States or any Territory thereof who so multiplies the proceedings in any case unreasonably and vexatiously may be required by the court to satisfy personally the excess costs, expenses, and attorneys' fees reasonably incurred because of such conduct.

(June 25, 1948, ch. 646, 62 Stat. 957; Pub. L. 96-349, § 3, Sept. 12, 1980, 94 Stat. 1156.)

HISTORICAL AND REVISION NOTES

Based on title 28, U.S.C., 1940 ed., § 829 (R.S. § 982).

Word “personally” was inserted upon authority of *Motion Picture Patents Co. v. Steiner et al.*, 1912, 201 F. 63, 119 C.C.A. 401. Reference to “proctor” was omitted as covered by the revised section.

See definition of “court of the United States” in section 451 of this title.

Changes were made in phraseology.

AMENDMENTS

1980—Pub. L. 96-349 substituted judicial authorization to require attorneys to satisfy excess costs, expenses, and attorneys' fees reasonably incurred because of multiplication of proceedings for such prior authority to impose liability for increased costs based on multiplication of proceedings.

§ 1928. Patent infringement action; disclaimer not filed

Whenever a judgment is rendered for the plaintiff in any patent infringement action involving a part of a patent and it appears that the patentee, in his specifications, claimed to be, but was not, the original and first inventor or discoverer of any material or substantial part of the thing patented, no costs shall be included in such judgment, unless the proper disclaimer has been filed in the United States Patent and Trademark Office prior to the commencement of the action.

(June 25, 1948, ch. 646, 62 Stat. 957; Pub. L. 106-113, div. B, § 1000(a)(9) [title IV, § 4732(b)(17)], Nov. 29, 1999, 113 Stat. 1536, 1501A-585.)

(D) Subparagraphs (A) through (C) shall not apply, and the court may not dismiss or convert a case based on any form of means testing—

(i) if the debtor is a disabled veteran (as defined in section 3741(1) of title 38), and the indebtedness occurred primarily during a period during which he or she was—

(I) on active duty (as defined in section 101(d)(1) of title 10); or

(II) performing a homeland defense activity (as defined in section 901(1) of title 32); or

(ii) with respect to the debtor, while the debtor is—

(I) on, and during the 540-day period beginning immediately after the debtor is released from, a period of active duty (as defined in section 101(d)(1) of title 10) of not less than 90 days; or

(II) performing, and during the 540-day period beginning immediately after the debtor is no longer performing, a homeland defense activity (as defined in section 901(1) of title 32) performed for a period of not less than 90 days;

if after September 11, 2001, the debtor while a member of a reserve component of the Armed Forces or a member of the National Guard, was called to such active duty or performed such homeland defense activity.

(3) In considering under paragraph (1) whether the granting of relief would be an abuse of the provisions of this chapter in a case in which the presumption in paragraph (2)(A)(i) does not arise or is rebutted, the court shall consider—

(A) whether the debtor filed the petition in bad faith; or

(B) the totality of the circumstances (including whether the debtor seeks to reject a personal services contract and the financial need for such rejection as sought by the debtor) of the debtor's financial situation demonstrates abuse.

(4)(A) The court, on its own initiative or on the motion of a party in interest, in accordance with the procedures described in rule 9011 of the Federal Rules of Bankruptcy Procedure, may order the attorney for the debtor to reimburse the trustee for all reasonable costs in prosecuting a motion filed under section 707(b), including reasonable attorneys' fees, if—

(i) a trustee files a motion for dismissal or conversion under this subsection; and

(ii) the court—

(I) grants such motion; and

(II) finds that the action of the attorney for the debtor in filing a case under this chapter violated rule 9011 of the Federal Rules of Bankruptcy Procedure.

(B) If the court finds that the attorney for the debtor violated rule 9011 of the Federal Rules of Bankruptcy Procedure, the court, on its own initiative or on the motion of a party in interest, in accordance with such procedures, may order—

(i) the assessment of an appropriate civil penalty against the attorney for the debtor; and

(ii) the payment of such civil penalty to the trustee, the United States trustee (or the bankruptcy administrator, if any).

(C) The signature of an attorney on a petition, pleading, or written motion shall constitute a certification that the attorney has—

(i) performed a reasonable investigation into the circumstances that gave rise to the petition, pleading, or written motion; and

(ii) determined that the petition, pleading, or written motion—

(I) is well grounded in fact; and

(II) is warranted by existing law or a good faith argument for the extension, modification, or reversal of existing law and does not constitute an abuse under paragraph (1).

(D) The signature of an attorney on the petition shall constitute a certification that the attorney has no knowledge after an inquiry that the information in the schedules filed with such petition is incorrect.

(5)(A) Except as provided in subparagraph (B) and subject to paragraph (6), the court, on its own initiative or on the motion of a party in interest, in accordance with the procedures described in rule 9011 of the Federal Rules of Bankruptcy Procedure, may award a debtor all reasonable costs (including reasonable attorneys' fees) in contesting a motion filed by a party in interest (other than a trustee or United States trustee (or bankruptcy administrator, if any)) under this subsection if—

(i) the court does not grant the motion; and

(ii) the court finds that—

(I) the position of the party that filed the motion violated rule 9011 of the Federal Rules of Bankruptcy Procedure; or

(II) the attorney (if any) who filed the motion did not comply with the requirements of clauses (i) and (ii) of paragraph (4)(C), and the motion was made solely for the purpose of coercing a debtor into waiving a right guaranteed to the debtor under this title.

(B) A small business that has a claim of an aggregate amount less than \$1,000¹ shall not be subject to subparagraph (A)(ii)(I).

(C) For purposes of this paragraph—

(i) the term "small business" means an unincorporated business, partnership, corporation, association, or organization that—

(I) has fewer than 25 full-time employees as determined on the date on which the motion is filed; and

(II) is engaged in commercial or business activity; and

(ii) the number of employees of a wholly owned subsidiary of a corporation includes the employees of—

(I) a parent corporation; and

(II) any other subsidiary corporation of the parent corporation.

(6) Only the judge or United States trustee (or bankruptcy administrator, if any) may file a motion under section 707(b), if the current monthly income of the debtor, or in a joint case, the debtor and the debtor's spouse, as of the date of the order for relief, when multiplied by 12, is equal to or less than—

(A) in the case of a debtor in a household of 1 person, the median family income of the applicable State for 1 earner;

(B) in the case of a debtor in a household of 2, 3, or 4 individuals, the highest median fam-



Court and the Congress will thus be relieved of the burden of considering the large number of complex forms used in bankruptcy practice. The use of the Official Forms has generally been held subject to a "rule of substantial compliance" and some of these rules, for example Rule 1002, specifically state that the filed document need only "conform substantially" to the Official Form. See also Rule 9005. The second sentence recognizes the propriety of combining and rearranging Official Forms to take advantage of technological developments and resulting economies.

The Director of the Administrative Office is authorized to issue additional forms for the guidance of the bar.

NOTES OF ADVISORY COMMITTEE ON RULES—1991
AMENDMENT

Rule 9029 [9009] is amended to clarify that local court rules may not prohibit or limit the use of the Official Forms.

COMMITTEE NOTES ON RULES—2008 AMENDMENT

The rule is amended to provide that a plan proponent in a small business chapter 11 case need not use an Official Form of a plan of reorganization and disclosure statement. The use of those forms is optional, and under Rule 3016(d) the proponent may submit a plan and disclosure statement in those cases that does not conform to the Official Forms.

Changes Made After Publication. No changes were made after publication.

COMMITTEE NOTES ON RULES—2017 AMENDMENT

This rule is amended and reorganized into separate subdivisions.

Subdivision (a) addresses permissible modifications to Official Forms. It requires that an Official Form be used without alteration, except when another rule, the Official Form itself, or the national instructions applicable to an Official Form permit alteration. The former language generally permitting alterations has been deleted, but the rule preserves the ability to make minor modifications to an Official Form that do not affect the wording or the order in which information is presented on a form. Permissible changes include those that merely expand or delete the space for responses as appropriate or delete inapplicable items so long as the filer indicates that no response is intended. For example, when more space will be necessary to completely answer a question on an Official Form without an attachment, the answer space may be expanded. Similarly, varying the width or orientation of columnar data on a form for clarity of presentation would be a permissible minor change. On the other hand, many Official Forms indicate on their face that certain changes are not appropriate. Any changes that contravene the directions on an Official Form would be prohibited by this rule.

The creation of subdivision (b) and subdivision (c) is stylistic.

Rule 9010. Representation and Appearances; Powers of Attorney

(a) **AUTHORITY TO ACT PERSONALLY OR BY ATTORNEY.** A debtor, creditor, equity security holder, indenture trustee, committee or other party may (1) appear in a case under the Code and act either in the entity's own behalf or by an attorney authorized to practice in the court, and (2) perform any act not constituting the practice of law, by an authorized agent, attorney in fact, or proxy.

(b) **NOTICE OF APPEARANCE.** An attorney appearing for a party in a case under the Code shall file a notice of appearance with the attorney's name, office address and telephone number, unless the attorney's appearance is otherwise noted in the record.

(c) **POWER OF ATTORNEY.** The authority of any agent, attorney in fact, or proxy to represent a creditor for any purpose other than the execution and filing of a proof of claim or the acceptance or rejection of a plan shall be evidenced by a power of attorney conforming substantially to the appropriate Official Form. The execution of any such power of attorney shall be acknowledged before one of the officers enumerated in 28 U.S.C. § 459, § 953, Rule 9012, or a person authorized to administer oaths under the laws of the state where the oath is administered.

(As amended Mar. 30, 1987, eff. Aug. 1, 1987; Apr. 30, 1991, eff. Aug. 1, 1991.)

NOTES OF ADVISORY COMMITTEE ON RULES—1983

This rule is substantially the same as former Bankruptcy Rule 910 and does not purport to change prior holdings prohibiting a corporation from appearing *pro se*. See *In re Las Colinas Development Corp.*, 585 F.2d 7 (1st Cir. 1978).

NOTES OF ADVISORY COMMITTEE ON RULES—1987
AMENDMENT

Subdivision (c) is amended to include a reference to Rule 9012 which is amended to authorize a bankruptcy judge or clerk to administer oaths.

NOTES OF ADVISORY COMMITTEE ON RULES—1991
AMENDMENT

References to Official Form numbers in subdivision (c) are deleted in anticipation of future revision and renumbering of the Official Forms.

Rule 9011. Signing of Papers; Representations to the Court; Sanctions; Verification and Copies of Papers

(a) **SIGNATURE.** Every petition, pleading, written motion, and other paper, except a list, schedule, or statement, or amendments thereto, shall be signed by at least one attorney of record in the attorney's individual name. A party who is not represented by an attorney shall sign all papers. Each paper shall state the signer's address and telephone number, if any. An unsigned paper shall be stricken unless omission of the signature is corrected promptly after being called to the attention of the attorney or party.

(b) **REPRESENTATIONS TO THE COURT.** By presenting to the court (whether by signing, filing, submitting, or later advocating) a petition, pleading, written motion, or other paper, an attorney or unrepresented party is certifying that to the best of the person's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances,—¹

(1) it is not being presented for any improper purpose, such as to harass or to cause unnecessary delay or needless increase in the cost of litigation;

(2) the claims, defenses, and other legal contentions therein are warranted by existing law or by a nonfrivolous argument for the extension, modification, or reversal of existing law or the establishment of new law;

(3) the allegations and other factual contentions have evidentiary support or, if specifically so identified, are likely to have evidentiary support after a reasonable oppor-

¹ So in original. The comma probably should not appear.

tunity for further investigation or discovery; and

(4) the denials of factual contentions are warranted on the evidence or, if specifically so identified, are reasonably based on a lack of information or belief.

(c) **SANCTIONS.** If, after notice and a reasonable opportunity to respond, the court determines that subdivision (b) has been violated, the court may, subject to the conditions stated below, impose an appropriate sanction upon the attorneys, law firms, or parties that have violated subdivision (b) or are responsible for the violation.

(1) *How Initiated.*

(A) *By Motion.* A motion for sanctions under this rule shall be made separately from other motions or requests and shall describe the specific conduct alleged to violate subdivision (b). It shall be served as provided in Rule 7004. The motion for sanctions may not be filed with or presented to the court unless, within 21 days after service of the motion (or such other period as the court may prescribe), the challenged paper, claim, defense, contention, allegation, or denial is not withdrawn or appropriately corrected, except that this limitation shall not apply if the conduct alleged is the filing of a petition in violation of subdivision (b). If warranted, the court may award to the party prevailing on the motion the reasonable expenses and attorney's fees incurred in presenting or opposing the motion. Absent exceptional circumstances, a law firm shall be held jointly responsible for violations committed by its partners, associates, and employees.

(B) *On Court's Initiative.* On its own initiative, the court may enter an order describing the specific conduct that appears to violate subdivision (b) and directing an attorney, law firm, or party to show cause why it has not violated subdivision (b) with respect thereto.

(2) *Nature of Sanction; Limitations.* A sanction imposed for violation of this rule shall be limited to what is sufficient to deter repetition of such conduct or comparable conduct by others similarly situated. Subject to the limitations in subparagraphs (A) and (B), the sanction may consist of, or include, directives of a non-monetary nature, an order to pay a penalty into court, or, if imposed on motion and warranted for effective deterrence, an order directing payment to the movant of some or all of the reasonable attorneys' fees and other expenses incurred as a direct result of the violation.

(A) Monetary sanctions may not be awarded against a represented party for a violation of subdivision (b)(2).

(B) Monetary sanctions may not be awarded on the court's initiative unless the court issues its order to show cause before a voluntary dismissal or settlement of the claims made by or against the party which is, or whose attorneys are, to be sanctioned.

(3) *Order.* When imposing sanctions, the court shall describe the conduct determined to constitute a violation of this rule and explain the basis for the sanction imposed.

(d) **INAPPLICABILITY TO DISCOVERY.** Subdivisions (a) through (c) of this rule do not apply to disclosures and discovery requests, responses, objections, and motions that are subject to the provisions of Rules 7026 through 7037.

(e) **VERIFICATION.** Except as otherwise specifically provided by these rules, papers filed in a case under the Code need not be verified. Whenever verification is required by these rules, an unsworn declaration as provided in 28 U.S.C. §1746 satisfies the requirement of verification.

(f) **COPIES OF SIGNED OR VERIFIED PAPERS.** When these rules require copies of a signed or verified paper, it shall suffice if the original is signed or verified and the copies are conformed to the original.

(As amended Mar. 30, 1987, eff. Aug. 1, 1987; Apr. 30, 1991, eff. Aug. 1, 1991; Apr. 11, 1997, eff. Dec. 1, 1997.)

NOTES OF ADVISORY COMMITTEE ON RULES—1983

Subdivision (a). Excepted from the papers which an attorney for a debtor must sign are lists, schedules, statements of financial affairs, statements of executory contracts, Chapter 13 Statements and amendments thereto. Rule 1008 requires that these documents be verified by the debtor. Although the petition must also be verified, counsel for the debtor must sign the petition. See Official Form No. 1. An unrepresented party must sign all papers.

The last sentence of this subdivision authorizes a broad range of sanctions.

The word "document" is used in this subdivision to refer to all papers which the attorney or party is required to sign.

Subdivision (b) extends to all papers filed in cases under the Code the policy of minimizing reliance on the formalities of verification which is reflected in the third sentence of Rule 11 F.R.Civ.P. The second sentence of subdivision (b) permits the substitution of an unsworn declaration for the verification. See 28 U.S.C. §1746. Rules requiring verification or an affidavit are as follows: Rule 1008, petitions, schedules, statements of financial affairs, Chapter 13 Statements and amendments; Rule 2006(e), list of multiple proxies and statement of facts and circumstances regarding their acquisition; Rule 4001(c), motion for ex parte relief from stay; Rule 7065, incorporating Rule 65(b) F.R.Civ.P. governing issuance of temporary restraining order; Rule 8011(d), affidavit in support of emergency motion on appeal.

NOTES OF ADVISORY COMMITTEE ON RULES—1987
AMENDMENT

The statement of intention of the debtor under §521(2) of the Code is added to the documents which counsel is not required to sign.

NOTES OF ADVISORY COMMITTEE ON RULES—1991
AMENDMENT

Subdivision (a) is amended to conform to Rule 11 F.R.Civ.P. where appropriate, but also to clarify that it applies to the unnecessary delay or needless increase in the cost of the administration of the case. Deletion of the references to specific statements that are excluded from the scope of this subdivision is stylistic. As used in subdivision (a) of this rule, "statement" is limited to the statement of financial affairs and the statement of intention required to be filed under Rule 1007. Deletion of the reference to the Chapter 13 Statement is consistent with the amendment to Rule 1007(b).

NOTES OF ADVISORY COMMITTEE ON RULES—1997
AMENDMENT

This rule is amended to conform to the 1993 changes to F.R.Civ.P. 11. For an explanation of these amend-

ments, see the advisory committee note to the 1993 amendments to F.R.Civ.P. 11.

The "safe harbor" provision contained in subdivision (c)(1)(A), which prohibits the filing of a motion for sanctions unless the challenged paper is not withdrawn or corrected within a prescribed time after service of the motion, does not apply if the challenged paper is a petition. The filing of a petition has immediate serious consequences, including the imposition of the automatic stay under §362 of the Code, which may not be avoided by the subsequent withdrawal of the petition. In addition, a petition for relief under chapter 7 or chapter 11 may not be withdrawn unless the court orders dismissal of the case for cause after notice and a hearing.

GAP Report on Rule 9011. The proposed amendments to subdivision (a) were revised to clarify that a party not represented by an attorney must sign lists, schedules, and statements, as well as other papers that are filed.

Rule 9012. Oaths and Affirmations

(a) **PERSONS AUTHORIZED TO ADMINISTER OATHS.** The following persons may administer oaths and affirmations and take acknowledgments: a bankruptcy judge, clerk, deputy clerk, United States trustee, officer authorized to administer oaths in proceedings before the courts of the United States or under the laws of the state where the oath is to be taken, or a diplomatic or consular officer of the United States in any foreign country.

(b) **AFFIRMATION IN LIEU OF OATH.** When in a case under the Code an oath is required to be taken a solemn affirmation may be accepted in lieu thereof.

(As amended Mar. 30, 1987, eff. Aug. 1, 1987; Apr. 30, 1991, eff. Aug. 1, 1991.)

NOTES OF ADVISORY COMMITTEE ON RULES—1983

This rule is derived from Rule 43(d) F.R.Civ.P. The provisions of former Bankruptcy Rule 912(a) relating to who may administer oaths have been deleted as unnecessary. Bankruptcy judges and the clerks and deputy clerks of bankruptcy courts are authorized by statute to administer oaths and affirmations and to take acknowledgments. 28 U.S.C. §§ 459, 953. A person designated to preside at the meeting of creditors has authority under Rule 2003(b)(1) to administer the oath. Administration of the oath at a deposition is governed by Rule 7028.

NOTES OF ADVISORY COMMITTEE ON RULES—1987 AMENDMENT

Subdivision (a) has been added to the rule to authorize bankruptcy judges and clerks to administer oaths.

NOTES OF ADVISORY COMMITTEE ON RULES—1991 AMENDMENT

This rule is amended to conform to the 1986 amendment to §343 which provides that the United States trustee may administer the oath to the debtor at the §341 meeting. This rule also allows the United States trustee to administer oaths and affirmations and to take acknowledgments in other situations. This amendment also affects Rule 9010(c) relating to the acknowledgment of a power of attorney. The words "United States trustee" include a designee of the United States trustee pursuant to Rule 9001 and §102(9) of the Code.

Rule 9013. Motions: Form and Service

A request for an order, except when an application is authorized by the rules, shall be by written motion, unless made during a hearing. The motion shall state with particularity the

grounds therefor, and shall set forth the relief or order sought. Every written motion, other than one which may be considered ex parte, shall be served by the moving party within the time determined under Rule 9006(d). The moving party shall serve the motion on:

(a) the trustee or debtor in possession and on those entities specified by these rules; or

(b) the entities the court directs if these rules do not require service or specify the entities to be served.

(As amended Mar. 30, 1987, eff. Aug. 1, 1987; Apr. 16, 2013, eff. Dec. 1, 2013.)

NOTES OF ADVISORY COMMITTEE ON RULES—1983

This rule is derived from Rule 5(a) and Rule 7(b)(1) F.R.Civ.P. Except when an application is specifically authorized by these rules, for example an application under Rule 2014 for approval of the employment of a professional, all requests for court action must be made by motion.

COMMITTEE NOTES ON RULES—2013 AMENDMENT

A cross-reference to Rule 9006(d) is added to this rule to call attention to the time limits for the service of motions, supporting affidavits, and written responses to motions. Rule 9006(d) prescribes time limits that apply unless other limits are fixed by these rules, a court order, or a local rule. The other changes are stylistic.

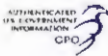
Changes Made After Publication and Comment. No changes were made after publication and comment.

Rule 9014. Contested Matters

(a) **MOTION.** In a contested matter not otherwise governed by these rules, relief shall be requested by motion, and reasonable notice and opportunity for hearing shall be afforded the party against whom relief is sought. No response is required under this rule unless the court directs otherwise.

(b) **SERVICE.** The motion shall be served in the manner provided for service of a summons and complaint by Rule 7004 and within the time determined under Rule 9006(d). Any written response to the motion shall be served within the time determined under Rule 9006(d). Any paper served after the motion shall be served in the manner provided by Rule 5(b) F.R.Civ.P.

(c) **APPLICATION OF PART VII RULES.** Except as otherwise provided in this rule, and unless the court directs otherwise, the following rules shall apply: 7009, 7017, 7021, 7025, 7026, 7028–7037, 7041, 7042, 7052, 7054–7056, 7064, 7069, and 7071. The following subdivisions of Fed. R. Civ. P. 26, as incorporated by Rule 7026, shall not apply in a contested matter unless the court directs otherwise: 26(a)(1) (mandatory disclosure), 26(a)(2) (disclosures regarding expert testimony) and 26(a)(3) (additional pre-trial disclosure), and 26(f) (mandatory meeting before scheduling conference/discovery plan). An entity that desires to perpetuate testimony may proceed in the same manner as provided in Rule 7027 for the taking of a deposition before an adversary proceeding. The court may at any stage in a particular matter direct that one or more of the other rules in Part VII shall apply. The court shall give the parties notice of any order issued under this paragraph to afford them a reasonable opportunity to comply with the procedures prescribed by the order.



the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (HIPAA).

Subdivision (c) directs the trustee to maintain proof of compliance with §351(1)(B), but because the proof of compliance may contain patient names that should or must remain confidential, it prohibits filing the proof of compliance unless the court orders the trustee to file it under seal.

Subdivision (d) requires the trustee to file a report with the court regarding the destruction of patient records. This certification is intended to ensure that the trustee properly completed the destruction process. However, because the report will be filed with the court and ordinarily will be available to the public under §107, the names, addresses, and other identifying information of patients are not to be included in the report to protect patient privacy.

Changes Made After Publication. Subdivision (b)(2) was amended to add the Attorney General of the State where a health care facility is located to the list of entities entitled to notice of the disposal of patient records.

PART VII—ADVERSARY PROCEEDINGS

Rule 7001. Scope of Rules of Part VII

An adversary proceeding is governed by the rules of this Part VII. The following are adversary proceedings:

(1) a proceeding to recover money or property, other than a proceeding to compel the debtor to deliver property to the trustee, or a proceeding under §554(b) or §725 of the Code, Rule 2017, or Rule 6002;

(2) a proceeding to determine the validity, priority, or extent of a lien or other interest in property, other than a proceeding under Rule 4003(d);

(3) a proceeding to obtain approval under §363(h) for the sale of both the interest of the estate and of a co-owner in property;

(4) a proceeding to object to or revoke a discharge, other than an objection to discharge under §§727(a)(8),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.

(As amended Mar. 30, 1987, eff. Aug. 1, 1987; Apr. 30, 1991, eff. Aug. 1, 1991; Apr. 26, 1999, eff. Dec. 1, 1999; Apr. 28, 2010, eff. Dec. 1, 2010.)

NOTES OF ADVISORY COMMITTEE ON RULES—1983

The rules in Part VII govern the procedural aspects of litigation involving the matters referred to in this Rule 7001. Under Rule 9014 some of the Part VII rules also apply to contested matters.

These Part VII rules are based on the premise that to the extent possible practice before the bankruptcy

courts and the district courts should be the same. These rules either incorporate or are adaptations of most of the Federal Rules of Civil Procedure. Although the Part VII rules of the former Bankruptcy Rules also relied heavily on the F.R.Civ.P., the former Part VII rules departed from the civil practice in two significant ways: a trial or pretrial conference had to be scheduled as soon as the adversary proceeding was filed and pleadings had to be filed within periods shorter than those established by the F.R.Civ.P. These departures from the civil practice have been eliminated.

The content and numbering of these Part VII rules correlates to the content and numbering of the F.R.Civ.P. Most, but not all, of the F.R.Civ.P. have a comparable Part VII rule. When there is no Part VII rule with a number corresponding to a particular F.R.Civ.P., Parts V and IX of these rules must be consulted to determine if one of the rules in those parts deals with the subject. The list below indicates the F.R.Civ.P., or subdivision thereof, covered by a rule in either Part V or Part IX.

F.R.Civ.P.	Rule in Part V or IX
6	9006
7(b)	9013
10(a)	9004(b)
11	9011
38,39	9015(a)-(e)
47-51	9015(f)
43,44,44.1	9017
45	9016
58	9021
59	9023
60	9024
61	9005
63	9028
77(a),(b),(c)	5001
77(d)	9022(d)
79(a)-(d)	5003
81(c)	9027
83	9029
92	9030

Proceedings to which the rules in Part VII apply directly include those brought to avoid transfers by the debtor under §§544, 545, 547, 548 and 549 of the Code; subject to important exceptions, proceedings to recover money or property; proceedings on bonds under Rules 5008(d) and 9025; proceedings under Rule 4004 to determine whether a discharge in a chapter 7 or 11 case should be denied because of an objection grounded on §727 and proceedings in a chapter 7 or 13 case to revoke a discharge as provided in §§727(d) or 1328(e); and proceedings initiated pursuant to §523(c) of the Code to determine the dischargeability of a particular debt. Those proceedings were classified as adversary proceedings under former Bankruptcy Rule 701.

Also included as adversary proceedings are proceedings to revoke an order of confirmation of a plan in a chapter 11 or 13 case as provided in §§1144 and 1330, to subordinate under §510(c), other than as part of a plan, an allowed claim or interest, and to sell under §363(h) both the interest of the estate and a co-owner in property.

Declaratory judgments with respect to the subject matter of the various adversary proceedings are also adversary proceedings.

Any claim or cause of action removed to a bankruptcy court pursuant to 28 U.S.C. §1478 is also an adversary proceeding.

Unlike former Bankruptcy Rule 701, requests for relief from an automatic stay do not commence an adversary proceeding. Section 362(e) of the Code and Rule 4001 establish an expedited schedule for judicial disposition of requests for relief from the automatic stay. The formalities of the adversary proceeding process and the time for serving pleadings are not well suited to the expedited schedule. The motion practice prescribed in Rule 4001 is best suited to such requests because the court has the flexibility to fix hearing dates and other deadlines appropriate to the particular situation.

¹ So in original. Probably should be only one section symbol.

Clause (1) contains important exceptions. A person with an interest in property in the possession of the trustee or debtor in possession may seek to recover or reclaim that property under §554(b) or §725 of the Code. Since many attempts to recover or reclaim property under these two sections do not generate disputes, application of the formalities of the Part VII Rules is not appropriate. Also excluded from adversary proceedings is litigation arising from an examination under Rule 2017 of a debtor's payments of money or transfers of property to an attorney representing the debtor in a case under the Code or an examination of a superseded administration under Rule 6002.

Exemptions and objections thereto are governed by Rule 4003. Filing of proofs of claim and the allowances thereof are governed by Rules 3001–3005, and objections to claims are governed by Rule 3007. When an objection to a claim is joined with a demand for relief of the kind specified in this Rule 7001, the matter becomes an adversary proceeding. See Rule 3007.

NOTES OF ADVISORY COMMITTEE ON RULES—1987
AMENDMENT

Another exception is added to clause (1). A trustee may proceed by motion to recover property from the debtor.

NOTES OF ADVISORY COMMITTEE ON RULES—1991
AMENDMENT

Clauses (5) and (8) are amended to include chapter 12 plans.

COMMITTEE NOTES ON RULES—1999 AMENDMENT

This rule is amended to recognize that an adversary proceeding is not necessary to obtain injunctive or other equitable relief that is provided for in a plan under circumstances in which substantive law permits the relief. Other amendments are stylistic.

GAP Report on Rule 7001. No changes since publication, except for stylistic changes.

COMMITTEE NOTES ON RULES—2010 AMENDMENT

Paragraph (4) of the rule is amended to create an exception for objections to discharge under §§727(a)(8), (a)(9), and 1328(f) of the Code. Because objections to discharge on these grounds typically present issues more easily resolved than other objections to discharge, the more formal procedures applicable to adversary proceedings, such as commencement by a complaint, are not required. Instead, objections on these three grounds are governed by Rule 4004(d). In an appropriate case, however, Rule 9014(c) allows the court to order that additional provisions of Part VII of the rules apply to these matters.

Changes Made After Publication. The proposed addition of subsection (b) was deleted, and the content of that provision was moved to Rule 4004(d). The exception in paragraph (4) of the rule was revised to refer to objections to discharge under §§727(a)(8), (a)(9), and 1328(f) of the Code. The redesignation of the existing rule as subdivision (a) was also deleted. The Committee Note was revised to reflect these changes.

Rule 7002. References to Federal Rules of Civil Procedure

Whenever a Federal Rule of Civil Procedure applicable to adversary proceedings makes reference to another Federal Rule of Civil Procedure, the reference shall be read as a reference to the Federal Rule of Civil Procedure as modified in this Part VII.

NOTES OF ADVISORY COMMITTEE ON RULES—1983

Rules 5, 12, 13, 14, 25, 27, 30, 41 and 52 F.R.Civ.P. are made applicable to adversary proceedings by Part VII. Each of those rules contains a cross reference to another Federal Rule; however, the Part VII rule which

incorporates the cross-referenced Federal Rule modifies the Federal Rule in some way. Under this Rule 7002 the cross reference is to the Federal Rule as modified by Part VII. For example, Rule 5 F.R.Civ.P., which is made applicable to adversary proceedings by Rule 7005, contains a reference to Rule 4 F.R.Civ.P. Under this Rule 7002, the cross reference is to Rule 4 F.R.Civ.P. as modified by Rule 7004.

Rules 7, 10, 12, 13, 14, 19, 22, 23.2, 24–37, 41, 45, 49, 50, 52, 55, 59, 60, 62 F.R.Civ.P. are made applicable to adversary proceedings by Part VII or generally to cases under the Code by Part IX. Each of those Federal Rules contains a cross reference to another Federal Rule which is not modified by the Part VII or Part IX rule which makes the cross-referenced Federal Rule applicable. Since the cross-referenced rule is not modified by a Part VII rule this Rule 7002 does not apply.

REFERENCES IN TEXT

The Federal Rules of Civil Procedure, referred to in text, are set out in the Appendix to Title 28, Judiciary and Judicial Procedure.

Rule 7003. Commencement of Adversary Proceeding

Rule 3 F.R.Civ.P. applies in adversary proceedings.

NOTES OF ADVISORY COMMITTEE ON RULES—1983

Rule 5005(a) requires that a complaint commencing an adversary proceeding be filed with the court in which the case under the Code is pending unless 28 U.S.C. §1473 authorizes the filing of the complaint in another district.

REFERENCES IN TEXT

The Federal Rules of Civil Procedure, referred to in text, are set out in the Appendix to Title 28, Judiciary and Judicial Procedure.

Rule 7004. Process; Service of Summons, Complaint

(a) SUMMONS; SERVICE; PROOF OF SERVICE.

(1) Except as provided in Rule 7004(a)(2), Rule 4(a), (b), (c)(1), (d)(1), (e)–(j), (l), and (m) F.R.Civ.P. applies in adversary proceedings. Personal service under Rule 4(e)–(j) F.R.Civ.P. may be made by any person at least 18 years of age who is not a party, and the summons may be delivered by the clerk to any such person.

(2) The clerk may sign, seal, and issue a summons electronically by putting an “s” before the clerk’s name and including the court’s seal on the summons.

(b) SERVICE BY FIRST CLASS MAIL. Except as provided in subdivision (h), in addition to the methods of service authorized by Rule 4(e)–(j) F.R.Civ.P., service may be made within the United States by first class mail postage prepaid as follows:

(1) Upon an individual other than an infant or incompetent, by mailing a copy of the summons and complaint to the individual’s dwelling house or usual place of abode or to the place where the individual regularly conducts a business or profession.

(2) Upon an infant or an incompetent person, by mailing a copy of the summons and complaint to the person upon whom process is prescribed to be served by the law of the state in which service is made when an action is brought against such a defendant in the courts



Court and the Congress will thus be relieved of the burden of considering the large number of complex forms used in bankruptcy practice. The use of the Official Forms has generally been held subject to a "rule of substantial compliance" and some of these rules, for example Rule 1002, specifically state that the filed document need only "conform substantially" to the Official Form. See also Rule 9005. The second sentence recognizes the propriety of combining and rearranging Official Forms to take advantage of technological developments and resulting economies.

The Director of the Administrative Office is authorized to issue additional forms for the guidance of the bar.

NOTES OF ADVISORY COMMITTEE ON RULES—1991
AMENDMENT

Rule 9029 [9009] is amended to clarify that local court rules may not prohibit or limit the use of the Official Forms.

COMMITTEE NOTES ON RULES—2008 AMENDMENT

The rule is amended to provide that a plan proponent in a small business chapter 11 case need not use an Official Form of a plan of reorganization and disclosure statement. The use of those forms is optional, and under Rule 3016(d) the proponent may submit a plan and disclosure statement in those cases that does not conform to the Official Forms.

Changes Made After Publication. No changes were made after publication.

COMMITTEE NOTES ON RULES—2017 AMENDMENT

This rule is amended and reorganized into separate subdivisions.

Subdivision (a) addresses permissible modifications to Official Forms. It requires that an Official Form be used without alteration, except when another rule, the Official Form itself, or the national instructions applicable to an Official Form permit alteration. The former language generally permitting alterations has been deleted, but the rule preserves the ability to make minor modifications to an Official Form that do not affect the wording or the order in which information is presented on a form. Permissible changes include those that merely expand or delete the space for responses as appropriate or delete inapplicable items so long as the filer indicates that no response is intended. For example, when more space will be necessary to completely answer a question on an Official Form without an attachment, the answer space may be expanded. Similarly, varying the width or orientation of columnar data on a form for clarity of presentation would be a permissible minor change. On the other hand, many Official Forms indicate on their face that certain changes are not appropriate. Any changes that contravene the directions on an Official Form would be prohibited by this rule.

The creation of subdivision (b) and subdivision (c) is stylistic.

**Rule 9010. Representation and Appearances;
Powers of Attorney**

(a) **AUTHORITY TO ACT PERSONALLY OR BY ATTORNEY.** A debtor, creditor, equity security holder, indenture trustee, committee or other party may (1) appear in a case under the Code and act either in the entity's own behalf or by an attorney authorized to practice in the court, and (2) perform any act not constituting the practice of law, by an authorized agent, attorney in fact, or proxy.

(b) **NOTICE OF APPEARANCE.** An attorney appearing for a party in a case under the Code shall file a notice of appearance with the attorney's name, office address and telephone number, unless the attorney's appearance is otherwise noted in the record.

(c) **POWER OF ATTORNEY.** The authority of any agent, attorney in fact, or proxy to represent a creditor for any purpose other than the execution and filing of a proof of claim or the acceptance or rejection of a plan shall be evidenced by a power of attorney conforming substantially to the appropriate Official Form. The execution of any such power of attorney shall be acknowledged before one of the officers enumerated in 28 U.S.C. § 459, § 953, Rule 9012, or a person authorized to administer oaths under the laws of the state where the oath is administered.

(As amended Mar. 30, 1987, eff. Aug. 1, 1987; Apr. 30, 1991, eff. Aug. 1, 1991.)

NOTES OF ADVISORY COMMITTEE ON RULES—1983

This rule is substantially the same as former Bankruptcy Rule 910 and does not purport to change prior holdings prohibiting a corporation from appearing *pro se*. See *In re Las Colinas Development Corp.*, 585 F.2d 7 (1st Cir. 1978).

NOTES OF ADVISORY COMMITTEE ON RULES—1987
AMENDMENT

Subdivision (c) is amended to include a reference to Rule 9012 which is amended to authorize a bankruptcy judge or clerk to administer oaths.

NOTES OF ADVISORY COMMITTEE ON RULES—1991
AMENDMENT

References to Official Form numbers in subdivision (c) are deleted in anticipation of future revision and renumbering of the Official Forms.

Rule 9011. Signing of Papers; Representations to the Court; Sanctions; Verification and Copies of Papers

(a) **SIGNATURE.** Every petition, pleading, written motion, and other paper, except a list, schedule, or statement, or amendments thereto, shall be signed by at least one attorney of record in the attorney's individual name. A party who is not represented by an attorney shall sign all papers. Each paper shall state the signer's address and telephone number, if any. An unsigned paper shall be stricken unless omission of the signature is corrected promptly after being called to the attention of the attorney or party.

(b) **REPRESENTATIONS TO THE COURT.** By presenting to the court (whether by signing, filing, submitting, or later advocating) a petition, pleading, written motion, or other paper, an attorney or unrepresented party is certifying that to the best of the person's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances,—¹

(1) it is not being presented for any improper purpose, such as to harass or to cause unnecessary delay or needless increase in the cost of litigation;

(2) the claims, defenses, and other legal contentions therein are warranted by existing law or by a nonfrivolous argument for the extension, modification, or reversal of existing law or the establishment of new law;

(3) the allegations and other factual contentions have evidentiary support or, if specifically so identified, are likely to have evidentiary support after a reasonable oppor-

¹ So in original. The comma probably should not appear.

tunity for further investigation or discovery; and

(4) the denials of factual contentions are warranted on the evidence or, if specifically so identified, are reasonably based on a lack of information or belief.

(c) **SANCTIONS.** If, after notice and a reasonable opportunity to respond, the court determines that subdivision (b) has been violated, the court may, subject to the conditions stated below, impose an appropriate sanction upon the attorneys, law firms, or parties that have violated subdivision (b) or are responsible for the violation.

(1) *How Initiated.*

(A) *By Motion.* A motion for sanctions under this rule shall be made separately from other motions or requests and shall describe the specific conduct alleged to violate subdivision (b). It shall be served as provided in Rule 7004. The motion for sanctions may not be filed with or presented to the court unless, within 21 days after service of the motion (or such other period as the court may prescribe), the challenged paper, claim, defense, contention, allegation, or denial is not withdrawn or appropriately corrected, except that this limitation shall not apply if the conduct alleged is the filing of a petition in violation of subdivision (b). If warranted, the court may award to the party prevailing on the motion the reasonable expenses and attorney's fees incurred in presenting or opposing the motion. Absent exceptional circumstances, a law firm shall be held jointly responsible for violations committed by its partners, associates, and employees.

(B) *On Court's Initiative.* On its own initiative, the court may enter an order describing the specific conduct that appears to violate subdivision (b) and directing an attorney, law firm, or party to show cause why it has not violated subdivision (b) with respect thereto.

(2) *Nature of Sanction; Limitations.* A sanction imposed for violation of this rule shall be limited to what is sufficient to deter repetition of such conduct or comparable conduct by others similarly situated. Subject to the limitations in subparagraphs (A) and (B), the sanction may consist of, or include, directives of a non-monetary nature, an order to pay a penalty into court, or, if imposed on motion and warranted for effective deterrence, an order directing payment to the movant of some or all of the reasonable attorneys' fees and other expenses incurred as a direct result of the violation.

(A) Monetary sanctions may not be awarded against a represented party for a violation of subdivision (b)(2).

(B) Monetary sanctions may not be awarded on the court's initiative unless the court issues its order to show cause before a voluntary dismissal or settlement of the claims made by or against the party which is, or whose attorneys are, to be sanctioned.

(3) *Order.* When imposing sanctions, the court shall describe the conduct determined to constitute a violation of this rule and explain the basis for the sanction imposed.

(d) **INAPPLICABILITY TO DISCOVERY.** Subdivisions (a) through (c) of this rule do not apply to disclosures and discovery requests, responses, objections, and motions that are subject to the provisions of Rules 7026 through 7037.

(e) **VERIFICATION.** Except as otherwise specifically provided by these rules, papers filed in a case under the Code need not be verified. Whenever verification is required by these rules, an unsworn declaration as provided in 28 U.S.C. § 1746 satisfies the requirement of verification.

(f) **COPIES OF SIGNED OR VERIFIED PAPERS.** When these rules require copies of a signed or verified paper, it shall suffice if the original is signed or verified and the copies are conformed to the original.

(As amended Mar. 30, 1987, eff. Aug. 1, 1987; Apr. 30, 1991, eff. Aug. 1, 1991; Apr. 11, 1997, eff. Dec. 1, 1997.)

NOTES OF ADVISORY COMMITTEE ON RULES—1983

Subdivision (a). Excepted from the papers which an attorney for a debtor must sign are lists, schedules, statements of financial affairs, statements of executory contracts, Chapter 13 Statements and amendments thereto. Rule 1008 requires that these documents be verified by the debtor. Although the petition must also be verified, counsel for the debtor must sign the petition. See Official Form No. 1. An unrepresented party must sign all papers.

The last sentence of this subdivision authorizes a broad range of sanctions.

The word "document" is used in this subdivision to refer to all papers which the attorney or party is required to sign.

Subdivision (b) extends to all papers filed in cases under the Code the policy of minimizing reliance on the formalities of verification which is reflected in the third sentence of Rule 11 F.R.Civ.P. The second sentence of subdivision (b) permits the substitution of an unsworn declaration for the verification. See 28 U.S.C. § 1746. Rules requiring verification or an affidavit are as follows: Rule 1008, petitions, schedules, statements of financial affairs, Chapter 13 Statements and amendments; Rule 2006(e), list of multiple proxies and statement of facts and circumstances regarding their acquisition; Rule 4001(c), motion for ex parte relief from stay; Rule 7065, incorporating Rule 65(b) F.R.Civ.P. governing issuance of temporary restraining order; Rule 8011(d), affidavit in support of emergency motion on appeal.

NOTES OF ADVISORY COMMITTEE ON RULES—1987
AMENDMENT

The statement of intention of the debtor under § 521(2) of the Code is added to the documents which counsel is not required to sign.

NOTES OF ADVISORY COMMITTEE ON RULES—1991
AMENDMENT

Subdivision (a) is amended to conform to Rule 11 F.R.Civ.P. where appropriate, but also to clarify that it applies to the unnecessary delay or needless increase in the cost of the administration of the case. Deletion of the references to specific statements that are excluded from the scope of this subdivision is stylistic. As used in subdivision (a) of this rule, "statement" is limited to the statement of financial affairs and the statement of intention required to be filed under Rule 1007. Deletion of the reference to the Chapter 13 Statement is consistent with the amendment to Rule 1007(b).

NOTES OF ADVISORY COMMITTEE ON RULES—1997
AMENDMENT

This rule is amended to conform to the 1993 changes to F.R.Civ.P. 11. For an explanation of these amend-

ments, see the advisory committee note to the 1993 amendments to F.R.Civ.P. 11.

The "safe harbor" provision contained in subdivision (c)(1)(A), which prohibits the filing of a motion for sanctions unless the challenged paper is not withdrawn or corrected within a prescribed time after service of the motion, does not apply if the challenged paper is a petition. The filing of a petition has immediate serious consequences, including the imposition of the automatic stay under §362 of the Code, which may not be avoided by the subsequent withdrawal of the petition. In addition, a petition for relief under chapter 7 or chapter 11 may not be withdrawn unless the court orders dismissal of the case for cause after notice and a hearing.

GAP Report on Rule 9011. The proposed amendments to subdivision (a) were revised to clarify that a party not represented by an attorney must sign lists, schedules, and statements, as well as other papers that are filed.

Rule 9012. Oaths and Affirmations

(a) **PERSONS AUTHORIZED TO ADMINISTER OATHS.** The following persons may administer oaths and affirmations and take acknowledgments: a bankruptcy judge, clerk, deputy clerk, United States trustee, officer authorized to administer oaths in proceedings before the courts of the United States or under the laws of the state where the oath is to be taken, or a diplomatic or consular officer of the United States in any foreign country.

(b) **AFFIRMATION IN LIEU OF OATH.** When in a case under the Code an oath is required to be taken a solemn affirmation may be accepted in lieu thereof.

(As amended Mar. 30, 1987, eff. Aug. 1, 1987; Apr. 30, 1991, eff. Aug. 1, 1991.)

NOTES OF ADVISORY COMMITTEE ON RULES—1983

This rule is derived from Rule 43(d) F.R.Civ.P.

The provisions of former Bankruptcy Rule 912(a) relating to who may administer oaths have been deleted as unnecessary. Bankruptcy judges and the clerks and deputy clerks of bankruptcy courts are authorized by statute to administer oaths and affirmations and to take acknowledgments. 28 U.S.C. §§459, 953. A person designated to preside at the meeting of creditors has authority under Rule 2003(b)(1) to administer the oath. Administration of the oath at a deposition is governed by Rule 7028.

NOTES OF ADVISORY COMMITTEE ON RULES—1987 AMENDMENT

Subdivision (a) has been added to the rule to authorize bankruptcy judges and clerks to administer oaths.

NOTES OF ADVISORY COMMITTEE ON RULES—1991 AMENDMENT

This rule is amended to conform to the 1986 amendment to §343 which provides that the United States trustee may administer the oath to the debtor at the §341 meeting. This rule also allows the United States trustee to administer oaths and affirmations and to take acknowledgments in other situations. This amendment also affects Rule 9010(c) relating to the acknowledgment of a power of attorney. The words "United States trustee" include a designee of the United States trustee pursuant to Rule 9001 and §102(9) of the Code.

Rule 9013. Motions: Form and Service

A request for an order, except when an application is authorized by the rules, shall be by written motion, unless made during a hearing. The motion shall state with particularity the

grounds therefor, and shall set forth the relief or order sought. Every written motion, other than one which may be considered ex parte, shall be served by the moving party within the time determined under Rule 9006(d). The moving party shall serve the motion on:

(a) the trustee or debtor in possession and on those entities specified by these rules; or

(b) the entities the court directs if these rules do not require service or specify the entities to be served.

(As amended Mar. 30, 1987, eff. Aug. 1, 1987; Apr. 16, 2013, eff. Dec. 1, 2013.)

NOTES OF ADVISORY COMMITTEE ON RULES—1983

This rule is derived from Rule 5(a) and Rule 7(b)(1) F.R.Civ.P. Except when an application is specifically authorized by these rules, for example an application under Rule 2014 for approval of the employment of a professional, all requests for court action must be made by motion.

COMMITTEE NOTES ON RULES—2013 AMENDMENT

A cross-reference to Rule 9006(d) is added to this rule to call attention to the time limits for the service of motions, supporting affidavits, and written responses to motions. Rule 9006(d) prescribes time limits that apply unless other limits are fixed by these rules, a court order, or a local rule. The other changes are stylistic.

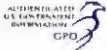
Changes Made After Publication and Comment. No changes were made after publication and comment.

Rule 9014. Contested Matters

(a) **MOTION.** In a contested matter not otherwise governed by these rules, relief shall be requested by motion, and reasonable notice and opportunity for hearing shall be afforded the party against whom relief is sought. No response is required under this rule unless the court directs otherwise.

(b) **SERVICE.** The motion shall be served in the manner provided for service of a summons and complaint by Rule 7004 and within the time determined under Rule 9006(d). Any written response to the motion shall be served within the time determined under Rule 9006(d). Any paper served after the motion shall be served in the manner provided by Rule 5(b) F.R.Civ.P.

(c) **APPLICATION OF PART VII RULES.** Except as otherwise provided in this rule, and unless the court directs otherwise, the following rules shall apply: 7009, 7017, 7021, 7025, 7026, 7028–7037, 7041, 7042, 7052, 7054–7056, 7064, 7069, and 7071. The following subdivisions of Fed. R. Civ. P. 26, as incorporated by Rule 7026, shall not apply in a contested matter unless the court directs otherwise: 26(a)(1) (mandatory disclosure), 26(a)(2) (disclosures regarding expert testimony) and 26(a)(3) (additional pre-trial disclosure), and 26(f) (mandatory meeting before scheduling conference/discovery plan). An entity that desires to perpetuate testimony may proceed in the same manner as provided in Rule 7027 for the taking of a deposition before an adversary proceeding. The court may at any stage in a particular matter direct that one or more of the other rules in Part VII shall apply. The court shall give the parties notice of any order issued under this paragraph to afford them a reasonable opportunity to comply with the procedures prescribed by the order.



EFFECTIVE DATE OF 2005 AMENDMENT

Amendment by Pub. L. 109-8 effective 180 days after Apr. 20, 2005, and not applicable with respect to cases commenced under this title before such effective date, except as otherwise provided, see section 1501 of Pub. L. 109-8, set out as a note under section 101 of this title.

EFFECTIVE DATE OF 1994 AMENDMENT

Amendment by Pub. L. 103-394 effective Oct. 22, 1994, and not applicable with respect to cases commenced under this title before Oct. 22, 1994, see section 702 of Pub. L. 103-394, set out as a note under section 101 of this title.

EFFECTIVE DATE OF 1990 AMENDMENT

Pub. L. 101-508, title III, §3007(a)(3), Nov. 5, 1990, 104 Stat. 1388-28, provided that: "The amendments made by this subsection [amending this section and section 541 of this title] shall be effective upon date of enactment of this Act [Nov. 5, 1990]."

Pub. L. 101-508, title III, §3008, Nov. 5, 1990, 104 Stat. 1388-29, provided that the amendments made by subtitle A (§§3001-3008) of title III of Pub. L. 101-508, amending this section, sections 541 and 1328 of this title, and sections 1078, 1078-1, 1078-7, 1085, 1088, and 1091 of Title 20, Education, and provisions set out as a note under section 1078-1 of Title 20, were to cease to be effective Oct. 1, 1996, prior to repeal by Pub. L. 102-325, title XV, §1558, July 23, 1992, 106 Stat. 841.

EFFECTIVE DATE OF 1996 AMENDMENT

Amendment by section 257 of Pub. L. 99-554 effective 30 days after Oct. 27, 1986, but not applicable to cases commenced under this title before that date, see section 302(a), (c)(1) of Pub. L. 99-554, set out as a note under section 581 of Title 28, Judiciary and Judicial Procedure.

Amendment by section 283 of Pub. L. 99-554 effective 30 days after Oct. 27, 1986, see section 302(a) of Pub. L. 99-554.

Pub. L. 99-509, title V, §5001(b), Oct. 21, 1986, 100 Stat. 1912, provided that: "The amendments made by subsection (a) of this section [amending this section] shall apply only to petitions filed under section 362 of title 11, United States Code, which are made after August 1, 1986."

EFFECTIVE DATE OF 1984 AMENDMENT

Amendment by Pub. L. 98-353 effective with respect to cases filed 90 days after July 10, 1984, see section 552(a) of Pub. L. 98-353, set out as a note under section 101 of this title.

REPORT TO CONGRESSIONAL COMMITTEES

Pub. L. 99-509, title V, §5001(a), Oct. 21, 1986, 100 Stat. 1911, directed Secretary of Transportation and Secretary of Commerce, before July 1, 1989, to submit reports to Congress on the effects of amendments to 11 U.S.C. 362 by this subsection.

§ 363. Use, sale, or lease of property

(a) In this section, "cash collateral" means cash, negotiable instruments, documents of title, securities, deposit accounts, or other cash equivalents whenever acquired in which the estate and an entity other than the estate have an interest and includes the proceeds, products, offspring, rents, or profits of property and the fees, charges, accounts or other payments for the use or occupancy of rooms and other public facilities in hotels, motels, or other lodging properties subject to a security interest as provided in section 552(b) of this title, whether existing before or after the commencement of a case under this title.

(b)(1) The trustee, after notice and a hearing, may use, sell, or lease, other than in the ordi-

nary course of business, property of the estate, except that if the debtor in connection with offering a product or a service discloses to an individual a policy prohibiting the transfer of personally identifiable information about individuals to persons that are not affiliated with the debtor and if such policy is in effect on the date of the commencement of the case, then the trustee may not sell or lease personally identifiable information to any person unless—

(A) such sale or such lease is consistent with such policy; or

(B) after appointment of a consumer privacy ombudsman in accordance with section 332, and after notice and a hearing, the court approves such sale or such lease—

(i) giving due consideration to the facts, circumstances, and conditions of such sale or such lease; and

(ii) finding that no showing was made that such sale or such lease would violate applicable nonbankruptcy law.

(2) If notification is required under subsection (a) of section 7A of the Clayton Act in the case of a transaction under this subsection, then—

(A) notwithstanding subsection (a) of such section, the notification required by such subsection to be given by the debtor shall be given by the trustee; and

(B) notwithstanding subsection (b) of such section, the required waiting period shall end on the 15th day after the date of the receipt, by the Federal Trade Commission and the Assistant Attorney General in charge of the Antitrust Division of the Department of Justice, of the notification required under such subsection (a), unless such waiting period is extended—

(i) pursuant to subsection (e)(2) of such section, in the same manner as such subsection (e)(2) applies to a cash tender offer;

(ii) pursuant to subsection (g)(2) of such section; or

(iii) by the court after notice and a hearing.

(c)(1) If the business of the debtor is authorized to be operated under section 721, 1108, 1203, 1204, or 1304 of this title and unless the court orders otherwise, the trustee may enter into transactions, including the sale or lease of property of the estate, in the ordinary course of business, without notice or a hearing, and may use property of the estate in the ordinary course of business without notice or a hearing.

(2) The trustee may not use, sell, or lease cash collateral under paragraph (1) of this subsection unless—

(A) each entity that has an interest in such cash collateral consents; or

(B) the court, after notice and a hearing, authorizes such use, sale, or lease in accordance with the provisions of this section.

(3) Any hearing under paragraph (2)(B) of this subsection may be a preliminary hearing or may be consolidated with a hearing under subsection (e) of this section, but shall be scheduled in accordance with the needs of the debtor. If the hearing under paragraph (2)(B) of this subsection is a preliminary hearing, the court may authorize such use, sale, or lease only if there is

363(b)(1) I WAS DUE A NOTICE AND A HEARING BY THE TRUSTEE, SHORTLY AFTER MY EX-WIFE (SECRETLY) FILED FOR BANKRUPTCY. MY EX-WIFE HAD COMMITTED TO PAYING THE MORTGAGES AS THE VOLUNTARY PRIMARY BREADWINNER FOR OUR FAMILY SINCE 2011. I HAD NO ACCESS TO THE ACCOUNTS, THE STATEMENTS OR NOTICES. I HAD NO KNOWLEDGE, NOTICE, OR MEANS OF KNOWING THAT A SINGLE MORTGAGE PAYMENT WAS LATE, LET ALONE THAT SEVERAL WERE DEFAULTED UPON, AND OUR MUTUALLY INVESTED IN (CASH), PURCHASED, AND DEEDED PROPERTY WAS AT RISK!

a reasonable likelihood that the trustee will prevail at the final hearing under subsection (e) of this section. The court shall act promptly on any request for authorization under paragraph (2)(B) of this subsection.

(4) Except as provided in paragraph (2) of this subsection, the trustee shall segregate and account for any cash collateral in the trustee's possession, custody, or control.

(d) The trustee may use, sell, or lease property under subsection (b) or (c) of this section—

(1) in the case of a debtor that is a corporation or trust that is not a moneyed business, commercial corporation, or trust, only in accordance with nonbankruptcy law applicable to the transfer of property by a debtor that is such a corporation or trust; and

(2) only to the extent not inconsistent with any relief granted under subsection (c), (d), (e), or (f) of section 362.

(e) Notwithstanding any other provision of this section, at any time, on request of an entity that has an interest in property used, sold, or leased, or proposed to be used, sold, or leased, by the trustee, the court, with or without a hearing, shall prohibit or condition such use, sale, or lease as is necessary to provide adequate protection of such interest. This subsection also applies to property that is subject to any unexpired lease of personal property (to the exclusion of such property being subject to an order to grant relief from the stay under section 362).

(f) The trustee may sell property under subsection (b) or (c) of this section free and clear of any interest in such property of an entity other than the estate, only if—

(1) applicable nonbankruptcy law permits sale of such property free and clear of such interest;

(2) such entity consents;

(3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;

(4) such interest is in bona fide dispute; or

(5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

(g) Notwithstanding subsection (f) of this section, the trustee may sell property under subsection (b) or (c) of this section free and clear of any vested or contingent right in the nature of dower or curtesy.

(h) Notwithstanding subsection (f) of this section, the trustee may sell both the estate's interest, under subsection (b) or (c) of this section, and the interest of any co-owner in property in which the debtor had, at the time of the commencement of the case, an undivided interest as a tenant in common, joint tenant, or tenant by the entirety, only if—

(1) partition in kind of such property among the estate and such co-owners is impracticable;

(2) sale of the estate's undivided interest in such property would realize significantly less for the estate than sale of such property free of the interests of such co-owners;

(3) the benefit to the estate of a sale of such property free of the interests of co-owners out-

weighs the detriment, if any, to such co-owners; and

(4) such property is not used in the production, transmission, or distribution, for sale, of electric energy or of natural or synthetic gas for heat, light, or power.

(i) Before the consummation of a sale of property to which subsection (g) or (h) of this section applies, or of property of the estate that was community property of the debtor and the debtor's spouse immediately before the commencement of the case, the debtor's spouse, or a co-owner of such property, as the case may be, may purchase such property at the price at which such sale is to be consummated.

(j) After a sale of property to which subsection (g) or (h) of this section applies, the trustee shall distribute to the debtor's spouse or the co-owners of such property, as the case may be, and to the estate, the proceeds of such sale, less the costs and expenses, not including any compensation of the trustee, of such sale, according to the interests of such spouse or co-owners, and of the estate.

(k) At a sale under subsection (b) of this section of property that is subject to a lien that secures an allowed claim, unless the court for cause orders otherwise the holder of such claim may bid at such sale, and, if the holder of such claim purchases such property, such holder may offset such claim against the purchase price of such property.

(l) Subject to the provisions of section 365, the trustee may use, sell, or lease property under subsection (b) or (c) of this section, or a plan under chapter 11, 12, or 13 of this title may provide for the use, sale, or lease of property, notwithstanding any provision in a contract, a lease, or applicable law that is conditioned on the insolvency or financial condition of the debtor, on the commencement of a case under this title concerning the debtor, or on the appointment of or the taking possession by a trustee in a case under this title or a custodian, and that effects, or gives an option to effect, a forfeiture, modification, or termination of the debtor's interest in such property.

(m) The reversal or modification on appeal of an authorization under subsection (b) or (c) of this section of a sale or lease of property does not affect the validity of a sale or lease under such authorization to an entity that purchased or leased such property in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale or lease were stayed pending appeal.

(n) The trustee may avoid a sale under this section if the sale price was controlled by an agreement among potential bidders at such sale, or may recover from a party to such agreement any amount by which the value of the property sold exceeds the price at which such sale was consummated, and may recover any costs, attorneys' fees, or expenses incurred in avoiding such sale or recovering such amount. In addition to any recovery under the preceding sentence, the court may grant judgment for punitive damages in favor of the estate and against any such party that entered into such an agreement in willful disregard of this subsection.

(o) Notwithstanding subsection (f), if a person purchases any interest in a consumer credit

I WAS IN POSSESSION OF THE PROPERTY, I HAD TENANTS (ELDERLY & HANDICAPPED) WITH LEGITIMATE LEASES, PROTECTED BY BANKRUPTCY LAW, STATE LAW, ADA, AND THE PROTECTING TENANTS AT FORECLOSURE ACT. I OFFERED TO BRING THE MORTGAGES CURRENT AT MY 8/1/2019 HEARING IN CHANCERY COURT, WHILE ATTORNEY VIRGINIA LEE STORY TOLD ME THAT IT WAS ALREADY TOO LATE. THAT THE BANKRUPTCY PROCEEDINGS WERE TOO FAR ALONG, WHICH IS A VIOLATION OF MY CONSTITUTIONAL RIGHTS FOR PROTECTING MY CRITICAL PROPERTY INTERESTS, WITH MY RIGHTS UNDER FEDERAL HUD/ADA/FED/FRBP CRIMINAL & CIVIL LAWS! ADVERSARIAL PROCEEDING REQUIRED BY LAW!

transaction that is subject to the Truth in Lending Act or any interest in a consumer credit contract (as defined in section 433.1 of title 16 of the Code of Federal Regulations (January 1, 2004), as amended from time to time), and if such interest is purchased through a sale under this section, then such person shall remain subject to all claims and defenses that are related to such consumer credit transaction or such consumer credit contract, to the same extent as such person would be subject to such claims and defenses of the consumer had such interest been purchased at a sale not under this section.

(p) In any hearing under this section—

(1) the trustee has the burden of proof on the issue of adequate protection; and

(2) the entity asserting an interest in property has the burden of proof on the issue of the validity, priority, or extent of such interest.

(Pub. L. 95-598, Nov. 6, 1978, 92 Stat. 2572; Pub. L. 98-353, title III, §442, July 10, 1984, 98 Stat. 371; Pub. L. 99-554, title II, §257(k), Oct. 27, 1986, 100 Stat. 3115; Pub. L. 103-394, title I, §109, title II, §§214(b), 219(c), title V, §501(d)(8), Oct. 22, 1994, 108 Stat. 4113, 4126, 4129, 4144; Pub. L. 109-8, title II, §§204, 231(a), title XII, §1221(a), Apr. 20, 2005, 119 Stat. 49, 72, 195; Pub. L. 111-327, §2(a)(13), Dec. 22, 2010, 124 Stat. 3559.)

HISTORICAL AND REVISION NOTES

LEGISLATIVE STATEMENTS

Section 363(a) of the House amendment defines "cash collateral" as defined in the Senate amendment. The broader definition of "soft collateral" contained in H.R. 8200 as passed by the House is deleted to remove limitations that were placed on the use, lease, or sale of inventory, accounts, contract rights, general intangibles, and chattel paper by the trustee or debtor in possession.

Section 363(c)(2) of the House amendment is derived from the Senate amendment. Similarly, sections 363(c)(3) and (4) are derived from comparable provisions in the Senate amendment in lieu of the contrary procedure contained in section 363(c) as passed by the House. The policy of the House amendment will generally require the court to schedule a preliminary hearing in accordance with the needs of the debtor to authorize the trustee or debtor in possession to use, sell, or lease cash collateral. The trustee or debtor in possession may use, sell, or lease cash collateral in the ordinary course of business only "after notice and a hearing."

Section 363(f) of the House amendment adopts an identical provision contained in the House bill, as opposed to an alternative provision contained in the Senate amendment.

Section 363(h) of the House amendment adopts a new paragraph (4) representing a compromise between the House bill and Senate amendment. The provision adds a limitation indicating that a trustee or debtor in possession sell jointly owned property only if the property is not used in the production, transmission, or distribution for sale, of electric energy or of natural or synthetic gas for heat, light, or power. This limitation is intended to protect public utilities from being deprived of power sources because of the bankruptcy of a joint owner.

Section 363(k) of the House amendment is derived from the third sentence of section 363(e) of the Senate amendment. The provision indicates that a secured creditor may bid in the full amount of the creditor's allowed claim, including the secured portion and any unsecured portion thereof in the event the creditor is undersecured, with respect to property that is subject to a lien that secures the allowed claim of the sale of the property.

SENATE REPORT NO. 95-989

This section defines the right and powers of the trustee with respect to the use, sale or lease of property and the rights of other parties that have interests in the property involved. It applies in both liquidation and reorganization cases.

Subsection (a) defines "cash collateral" as cash, negotiable instruments, documents of title, securities, deposit accounts, or other cash equivalents in which the estate and an entity other than the estate have an interest, such as a lien or a co-ownership interest. The definition is not restricted to property of the estate that is cash collateral on the date of the filing of the petition. Thus, if "non-cash" collateral is disposed of and the proceeds come within the definition of "cash collateral" as set forth in this subsection, the proceeds would be cash collateral as long as they remain subject to the original lien on the "non-cash" collateral under section 552(b). To illustrate, rents received from real property before or after the commencement of the case would be cash collateral to the extent that they are subject to a lien.

Subsection (b) permits the trustees to use, sell, or lease, other than in the ordinary course of business, property of the estate upon notice and opportunity for objections and hearing thereon.

Subsection (c) governs use, sale, or lease in the ordinary course of business. If the business of the debtor is authorized to be operated under §721, 1108, or 1304 of the bankruptcy code, then the trustee may use, sell, or lease property in the ordinary course of business or enter into ordinary course transactions without need for notice and hearing. This power is subject to several limitations. First, the court may restrict the trustee's powers in the order authorizing operation of the business. Second, with respect to cash collateral, the trustee may not use, sell, or lease cash collateral except upon court authorization after notice and a hearing, or with the consent of each entity that has an interest in such cash collateral. The same preliminary hearing procedure in the automatic stay section applies to a hearing under this subsection. In addition, the trustee is required to segregate and account for any cash collateral in the trustee's possession, custody, or control.

Under subsections (d) and (e), the use, sale, or lease of property is further limited by the concept of adequate protection. Sale, use, or lease of property in which an entity other than the estate has an interest may be effected only to the extent not inconsistent with any relief from the stay granted to that interest's holder. Moreover, the court may prohibit or condition the use, sale, or lease as is necessary to provide adequate protection of that interest. Again, the trustee has the burden of proof on the issue of adequate protection. Subsection (e) also provides that where a sale of the property is proposed, an entity that has an interest in such property may bid at the sale thereof and set off against the purchase price up to the amount of such entity's claim. No prior valuation under section 506(a) would limit this bidding right, since the bid at the sale would be determinative of value.

Subsection (f) permits sale of property free and clear of any interest in the property of an entity other than the estate. The trustee may sell free and clear if applicable nonbankruptcy law permits it, if the other entity consents, if the interest is a lien and the sale price of the property is greater than the amount secured by the lien, if the interest is in bona fide dispute, or if the other entity could be compelled to accept a money satisfaction of the interest in a legal or equitable proceeding. Sale under this subsection is subject to the adequate protection requirement. Most often, adequate protection in connection with a sale free and clear of other interests will be to have those interests attach to the proceeds of the sale.

At a sale free and clear of other interests, any holder of any interest in the property being sold will be permitted to bid. If that holder is the high bidder, he will be permitted to offset the value of his interest against

363(H) THIS WAS A BURDENSOM ASSET, AS LONG AS I COULD BRING THE PAYMENTS CURRENT AND KEEP PAYING THEM ON TIME, THE BANKRUPTCY TRUSTEE WOULD HAVE HAD TO REMOVE OUR HOME FROM THE BANKRUPTCY ESTATE, OR PAY TO RELOCATE MY TENTNATS, AND PAID TO RELOCATE AND REIMBURSE ME FOR MY INVESTMENT, NOT A FORCED AUCTION, WHERE WE INSTANTLY LOST OVER \$200. WHILE OUR HOME IS WORTH \$800K TODAY! SCAM BETWEEN COURTS!

the purchase price of the property. Thus, in the most common situation, a holder of a lien on property being sold may bid at the sale and, if successful, may offset the amount owed to him that is secured by the lien on the property (but may not offset other amounts owed to him) against the purchase price, and be liable to the trustee for the balance of the sale price, if any.

Subsection (g) permits the trustee to sell free and clear of any vested or contingent right in the nature of dower or curtesy.

Subsection (h) permits sale of a co-owner's interest in property in which the debtor had an undivided ownership interest such as a joint tenancy, a tenancy in common, or a tenancy by the entirety. Such a sale is permissible only if partition is impracticable, if sale of the estate's interest would realize significantly less for the estate than sale of the property free of the interests of the co-owners, and if the benefit to the estate of such a sale outweighs any detriment to the co-owners. This subsection does not apply to a co-owner's interest in a public utility when a disruption of the utilities services could result.

Subsection (i) provides protections for co-owners and spouses with dower, curtesy, or community property rights. It gives a right of first refusal to the co-owner or spouse at the price at which the sale is to be consummated.

Subsection (j) requires the trustee to distribute to the spouse or co-owner the appropriate portion of the proceeds of the sale, less certain administrative expenses.

Subsection (k) [enacted as (l)] permits the trustee to use, sell, or lease property notwithstanding certain bankruptcy or ipso facto clauses that terminate the debtor's interest in the property or that work a forfeiture or modification of that interest. This subsection is not as broad as the anti-ipso facto provision in proposed 11 U.S.C. 541(c)(1).

Subsection (l) [enacted as (m)] protects good faith purchasers of property sold under this section from a reversal on appeal of the sale authorization, unless the authorization for the sale and the sale itself were stayed pending appeal. The purchaser's knowledge of the appeal is irrelevant to the issue of good faith.

Subsection (m) [enacted as (n)] is directed at collusive bidding on property sold under this section. It permits the trustee to void a sale if the price of the sale was controlled by an agreement among potential bidders. The trustees may also recover the excess of the value of the property over the purchase price, and may recover any costs, attorney's fees, or expenses incurred in voiding the sale or recovering the difference. In addition, the court is authorized to grant judgment in favor of the estate and against the collusive bidder if the agreement controlling the sale price was entered into in willful disregard of this subsection. The subsection does not specify the precise measure of damages, but simply provides for punitive damages, to be fixed in light of the circumstances.

REFERENCES IN TEXT

Section 7A of the Clayton Act, referred to in subsec. (b)(2), is classified to section 18a of Title 15, Commerce and Trade.

The Truth in Lending Act, referred to in subsec. (o), is title I of Pub. L. 90-321, May 29, 1968, 82 Stat. 146, as amended, which is classified generally to subchapter I (§1601 et seq.) of chapter 41 of Title 15, Commerce and Trade. For complete classification of this Act to the Code, see Short Title note set out under section 1601 of Title 15 and Tables.

AMENDMENTS

2010—Subsec. (d). Pub. L. 111-327, §2(a)(13)(A), struck out “only” before dash at end of introductory provisions.

Subsec. (d)(1). Pub. L. 111-327, §2(a)(13)(B), amended par. (1) generally. Prior to amendment, par. (1) read as follows: “in accordance with applicable nonbankruptcy

law that governs the transfer of property by a corporation or trust that is not a moneyed, business, or commercial corporation or trust; and”.

Subsec. (d)(2). Pub. L. 111-327, §2(a)(13)(C), inserted “only” before “to the extent”.

2005—Subsec. (b)(1). Pub. L. 109-8, §231(a), substituted “, except that if the debtor in connection with offering a product or a service discloses to an individual a policy prohibiting the transfer of personally identifiable information about individuals to persons that are not affiliated with the debtor and if such policy is in effect on the date of the commencement of the case, then the trustee may not sell or lease personally identifiable information to any person unless—” and subpars. (A) and (B) for period at end.

Subsec. (d). Pub. L. 109-8, §1221(a), substituted “only—” and pars. (1) and (2) for “only to the extent not inconsistent with any relief granted under section 362(c), 362(d), 362(e), or 362(f) of this title.”

Subsecs. (o), (p). Pub. L. 109-8, §204, added subsec. (o) and redesignated former subsec. (o) as (p).

1994—Subsec. (a). Pub. L. 103-394, §214(b), inserted “and the fees, charges, accounts or other payments for the use or occupancy of rooms and other public facilities in hotels, motels, or other lodging properties” after “property”.

Subsec. (b)(2). Pub. L. 103-394, §§109, 501(d)(8)(A), struck out “(15 U.S.C. 18a)” after “Clayton Act” and amended subpars. (A) and (B) generally. Prior to amendment, subpars. (A) and (B) read as follows:

“(A) notwithstanding subsection (a) of such section, such notification shall be given by the trustee; and

“(B) notwithstanding subsection (b) of such section, the required waiting period shall end on the tenth day after the date of the receipt of such notification, unless the court, after notice and hearing, orders otherwise.”

Subsec. (c)(1). Pub. L. 103-394, §501(d)(8)(B), substituted “1203, 1204, or 1304” for “1304, 1203, or 1204”.

Subsec. (e). Pub. L. 103-394, §219(c), inserted at end “This subsection also applies to property that is subject to any unexpired lease of personal property (to the exclusion of such property being subject to an order to grant relief from the stay under section 362).”

1986—Subsec. (c)(1). Pub. L. 99-554, §257(k)(1), inserted reference to sections 1203 and 1204 of this title.

Subsec. (l). Pub. L. 99-554, §257(k)(2), inserted reference to chapter 12.

1984—Subsec. (a). Pub. L. 98-353, §442(a), inserted “whenever acquired” after “equivalents” and “and includes the proceeds, products, offspring, rents, or profits of property subject to a security interest as provided in section 552(b) of this title, whether existing before or after the commencement of a case under this title” after “interest”.

Subsec. (b). Pub. L. 98-353, §442(b), designated existing provisions as par. (1) and added par. (2).

Subsec. (e). Pub. L. 98-353, §442(c), inserted “, with or without a hearing,” after “court” and struck out “In any hearing under this section, the trustee has the burden of proof on the issue of adequate protection”.

Subsec. (f)(3). Pub. L. 98-353, §442(d), substituted “all liens on such property” for “such interest”.

Subsec. (h). Pub. L. 98-353, §442(e), substituted “at the time of” for “immediately before”.

Subsec. (j). Pub. L. 98-353, §442(f), substituted “compensation” for “compensation”.

Subsec. (k). Pub. L. 98-353, §442(g), substituted “unless the court for cause orders otherwise the holder of such claim may bid at such sale, and, if the holder” for “if the holder”.

Subsec. (l). Pub. L. 98-353, §442(h), substituted “Subject to the provisions of section 365, the trustee” for “The trustee”, “condition” for “conditions”, “or the taking” for “a taking”, and “interest” for “interests”.

Subsec. (n). Pub. L. 98-353, §442(i), substituted “avoid” for “void”, “avoiding” for “voiding”, and “In addition to any recovery under the preceding sentence, the court may grant judgment for punitive damages in favor of the estate and against any such party that entered into such an agreement in willful disregard of

363(H) WOULD HAVE ONLY ALLOWED THIS SALE (PROVIDED I COULD BRING THE PAYMENTS CURRENT AND MAINTAIN THEM) IF THE BENEFIT TO THE BK ESTATE FROM SUCH A SALE OUTWEIGHED ANY DETRIMENT TO THE CO-OWNERS. WHICH WAS LITERALLY IMPOSSIBLE. SHE HAD ROUGHLY \$40K OF UNSECURE DEBTS, OUR MARITAL DEBTS LEFT IN MY NAME WERE NEVER GIVEN ANY CONSIDERATION, NOR WAS A PENNY APPLIED TO MY MARITAL DEBTS, OR PAID TO ME FOR MY INVESTMENTS. WE INSTANTLY LOST OVER \$200K FROM OUR CASH INVESTMENTS, PLUS I LOST A MILLION DOLLAR RETIREMENT INVESTMENT, WHICH THIS PROPERTY WAS THE WHOLE OF. WORTH \$800K TODAY, WITH ONLY \$300K OWED!

this subsection" for "The court may grant judgment in favor of the estate and against any such party that entered into such agreement in willful disregard of this subsection for punitive damages in addition to any recovery under the preceding sentence".

Subsec. (o). Pub. L. 98-353, § 442(j), added subsec. (o).

EFFECTIVE DATE OF 2005 AMENDMENT

Pub. L. 109-8, title XII, § 1221(d), Apr. 20, 2005, 119 Stat. 196, provided that: "The amendments made by this section [amending this section and sections 541 and 1129 of this title and enacting provisions set out as a note under this section] shall apply to a case pending under title 11, United States Code, on the date of enactment of this Act [Apr. 20, 2005], or filed under that title on or after that date of enactment, except that the court shall not confirm a plan under chapter 11 of title 11, United States Code, without considering whether this section would substantially affect the rights of a party in interest who first acquired rights with respect to the debtor after the date of the filing of the petition. The parties who may appear and be heard in a proceeding under this section include the attorney general of the State in which the debtor is incorporated, was formed, or does business."

Amendment by sections 204 and 231(a) of Pub. L. 109-8 effective 180 days after Apr. 20, 2005, and not applicable with respect to cases commenced under this title before such effective date, except as otherwise provided, see section 1501 of Pub. L. 109-8, set out as a note under section 101 of this title.

EFFECTIVE DATE OF 1994 AMENDMENT

Amendment by Pub. L. 103-394 effective Oct. 22, 1994, and not applicable with respect to cases commenced under this title before Oct. 22, 1994, see section 702 of Pub. L. 103-394, set out as a note under section 101 of this title.

EFFECTIVE DATE OF 1986 AMENDMENT

Amendment by Pub. L. 99-554 effective 30 days after Oct. 27, 1986, but not applicable to cases commenced under this title before that date, see section 302(a), (c)(1) of Pub. L. 99-554, set out as a note under section 581 of Title 28, Judiciary and Judicial Procedure.

EFFECTIVE DATE OF 1984 AMENDMENT

Amendment by Pub. L. 98-353 effective with respect to cases filed 90 days after July 10, 1984, see section 552(a) of Pub. L. 98-353, set out as a note under section 101 of this title.

CONSTRUCTION OF SECTION 1221 OF PUB. L. 109-8

Pub. L. 109-8, title XII, § 1221(e), Apr. 20, 2005, 119 Stat. 196, provided that: "Nothing in this section [see Effective Date of 2005 Amendment note above] shall be construed to require the court in which a case under chapter 11 of title 11, United States Code, is pending to remand or refer any proceeding, issue, or controversy to any other court or to require the approval of any other court for the transfer of property."

§ 364. Obtaining credit

(a) If the trustee is authorized to operate the business of the debtor under section 721, 1108, 1203, 1204, or 1304 of this title, unless the court orders otherwise, the trustee may obtain unsecured credit and incur unsecured debt in the ordinary course of business allowable under section 503(b)(1) of this title as an administrative expense.

(b) The court, after notice and a hearing, may authorize the trustee to obtain unsecured credit or to incur unsecured debt other than under subsection (a) of this section, allowable under section 503(b)(1) of this title as an administrative expense.

(c) If the trustee is unable to obtain unsecured credit allowable under section 503(b)(1) of this title as an administrative expense, the court, after notice and a hearing, may authorize the obtaining of credit or the incurring of debt—

(1) with priority over any or all administrative expenses of the kind specified in section 503(b) or 507(b) of this title;

(2) secured by a lien on property of the estate that is not otherwise subject to a lien; or

(3) secured by a junior lien on property of the estate that is subject to a lien.

(d)(1) The court, after notice and a hearing, may authorize the obtaining of credit or the incurring of debt secured by a senior or equal lien on property of the estate that is subject to a lien only if—

(A) the trustee is unable to obtain such credit otherwise; and

(B) there is adequate protection of the interest of the holder of the lien on the property of the estate on which such senior or equal lien is proposed to be granted.

(2) In any hearing under this subsection, the trustee has the burden of proof on the issue of adequate protection.

(e) The reversal or modification on appeal of an authorization under this section to obtain credit or incur debt, or of a grant under this section of a priority or a lien, does not affect the validity of any debt so incurred, or any priority or lien so granted, to an entity that extended such credit in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and the incurring of such debt, or the granting of such priority or lien, were stayed pending appeal.

(f) Except with respect to an entity that is an underwriter as defined in section 1145(b) of this title, section 5 of the Securities Act of 1933, the Trust Indenture Act of 1939, and any State or local law requiring registration for offer or sale of a security or registration or licensing of an issuer of, underwriter of, or broker or dealer in, a security does not apply to the offer or sale under this section of a security that is not an equity security.

(Pub. L. 95-598, Nov. 6, 1978, 92 Stat. 2574; Pub. L. 99-554, title II, § 257(f), Oct. 27, 1986, 100 Stat. 3115; Pub. L. 103-394, title V, § 501(d)(9), Oct. 22, 1994, 108 Stat. 4144.)

HISTORICAL AND REVISION NOTES

LEGISLATIVE STATEMENTS

Section 364(f) of the House amendment is new. This provision continues the exemption found in section 3(a)(7) of the Securities Act of 1933 [15 U.S.C. 77c(a)(7)] for certificates of indebtedness issued by a trustee in bankruptcy. The exemption applies to any debt security issued under section 364 of title 11. The section does not intend to change present law which exempts such securities from the Trust Indenture Act, 15 U.S.C. 77aaa, et seq. (1976).

SENATE REPORT NO. 95-989

This section is derived from provisions in current law governing certificates of indebtedness, but is much broader. It governs all obtaining of credit and incurring of debt by the estate.

Subsection (a) authorizes the obtaining of unsecured credit and the incurring of unsecured debt in the ordi-

363(H) PLUS THIS FORCED AUCTION RENDERED ME HOMELESS WITHOUT ANY INCOME, STRAIGHT FROM A BEAUTIFUL HOME WITH PROVISION PAID BY MY TENANTS. THIS DEPRIVED ME OF MY PROPERTY INTEREST IN MY ONLY STREAM OF INCOME, MY PROPERTY INTEREST IN MY SHELTER, MY PROVISION, AND THE WHOLE OF MY PREMARITAL RETIREMENT SAVINGS, WITHOUT ONE PENNY TO MY BENEFIT, OR NOTICE BY WHICH I COULD SAVE MY PROPERTY INTEREST, OR AT LEAST TRY TO MITIGATE MY LOSSES IN MY PROPERTY INTERESTS! WHILE THE BANKRUPTCY WAS FILED MONTHS BEFORE THE DIVORCE, GIVING CIRCUIT COURT JURISDICTION! CRIME BETWEEN COURTS & COUNSEL!

**Editorial Notes****AMENDMENTS**

2010—Subsec. (b). Pub. L. 111-327 substituted “Schedules, and Statement of Financial Affairs, and in some cases a Statement of Intention.” for “Schedules and Statement of Financial Affairs, as well as in some cases a Statement of Intention” in third sentence of fourth undesignated par.

Statutory Notes and Related Subsidiaries**EFFECTIVE DATE**

Section effective 180 days after Apr. 20, 2005, and not applicable with respect to cases commenced under this title before such effective date, except as otherwise provided, see section 1501 of Pub. L. 109-8, set out as an Effective Date of 2005 Amendment note under section 101 of this title.

§ 528. Requirements for debt relief agencies

(a) A debt relief agency shall—

(1) not later than 5 business days after the first date on which such agency provides any bankruptcy assistance services to an assisted person, but prior to such assisted person’s petition under this title being filed, execute a written contract with such assisted person that explains clearly and conspicuously—

(A) the services such agency will provide to such assisted person; and

(B) the fees or charges for such services, and the terms of payment;

(2) provide the assisted person with a copy of the fully executed and completed contract;

(3) clearly and conspicuously disclose in any advertisement of bankruptcy assistance services or of the benefits of bankruptcy directed to the general public (whether in general media, seminars or specific mailings, telephonic or electronic messages, or otherwise) that the services or benefits are with respect to bankruptcy relief under this title; and

(4) clearly and conspicuously use the following statement in such advertisement: “We are a debt relief agency. We help people file for bankruptcy relief under the Bankruptcy Code.” or a substantially similar statement.

(b)(1) An advertisement of bankruptcy assistance services or of the benefits of bankruptcy directed to the general public includes—

(A) descriptions of bankruptcy assistance in connection with a chapter 13 plan whether or not chapter 13 is specifically mentioned in such advertisement; and

(B) statements such as “federally supervised repayment plan” or “Federal debt restructuring help” or other similar statements that could lead a reasonable consumer to believe that debt counseling was being offered when in fact the services were directed to providing bankruptcy assistance with a chapter 13 plan or other form of bankruptcy relief under this title.

(2) An advertisement, directed to the general public, indicating that the debt relief agency provides assistance with respect to credit defaults, mortgage foreclosures, eviction proceedings, excessive debt, debt collection pressure, or inability to pay any consumer debt shall—

(A) disclose clearly and conspicuously in such advertisement that the assistance may involve bankruptcy relief under this title; and
(B) include the following statement: “We are a debt relief agency. We help people file for bankruptcy relief under the Bankruptcy Code.” or a substantially similar statement.

(Added Pub. L. 109-8, title II, § 229(a), Apr. 20, 2005, 119 Stat. 71.)

Statutory Notes and Related Subsidiaries**EFFECTIVE DATE**

Section effective 180 days after Apr. 20, 2005, and not applicable with respect to cases commenced under this title before such effective date, except as otherwise provided, see section 1501 of Pub. L. 109-8, set out as an Effective Date of 2005 Amendment note under section 101 of this title.

SUBCHAPTER III—THE ESTATE**§ 541. Property of the estate**

(a) The commencement of a case under section 301, 302, or 303 of this title creates an estate. Such estate is comprised of all the following property, wherever located and by whomever held:

(1) Except as provided in subsections (b) and (c)(2) of this section, all legal or equitable interests of the debtor in property as of the commencement of the case.

(2) All interests of the debtor and the debtor’s spouse in community property as of the commencement of the case that is—

(A) under the sole, equal, or joint management and control of the debtor; or

(B) liable for an allowable claim against the debtor, or for both an allowable claim against the debtor and an allowable claim against the debtor’s spouse, to the extent that such interest is so liable.

(3) Any interest in property that the trustee recovers under section 329(b), 363(n), 543, 550, 553, or 723 of this title.

(4) Any interest in property preserved for the benefit of or ordered transferred to the estate under section 510(c) or 551 of this title.

(5) Any interest in property that would have been property of the estate if such interest had been an interest of the debtor on the date of the filing of the petition, and that the debtor acquires or becomes entitled to acquire within 180 days after such date—

(A) by bequest, devise, or inheritance;

(B) as a result of a property settlement agreement with the debtor’s spouse, or of an interlocutory or final divorce decree; or

(C) as a beneficiary of a life insurance policy or of a death benefit plan.

(6) Proceeds, product, offspring, rents, or profits of or from property of the estate, except such as are earnings from services performed by an individual debtor after the commencement of the case.

(7) Any interest in property that the estate acquires after the commencement of the case.

(b) Property of the estate does not include—

(1) any power that the debtor may exercise solely for the benefit of an entity other than the debtor;

(2) any interest of the debtor as a lessee under a lease of nonresidential real property that has terminated at the expiration of the stated term of such lease before the commencement of the case under this title, and ceases to include any interest of the debtor as a lessee under a lease of nonresidential real property that has terminated at the expiration of the stated term of such lease during the case;

(3) any eligibility of the debtor to participate in programs authorized under the Higher Education Act of 1965 (20 U.S.C. 1001 et seq.; 42 U.S.C. 2751 et seq.),¹ or any accreditation status or State licensure of the debtor as an educational institution;

(4) any interest of the debtor in liquid or gaseous hydrocarbons to the extent that—

(A)(i) the debtor has transferred or has agreed to transfer such interest pursuant to a farmout agreement or any written agreement directly related to a farmout agreement; and

(ii) but for the operation of this paragraph, the estate could include the interest referred to in clause (i) only by virtue of section 365 or 544(a)(3) of this title; or

(B)(i) the debtor has transferred such interest pursuant to a written conveyance of a production payment to an entity that does not participate in the operation of the property from which such production payment is transferred; and

(ii) but for the operation of this paragraph, the estate could include the interest referred to in clause (i) only by virtue of section 365 or 542 of this title;

(5) funds placed in an education individual retirement account (as defined in section 530(b)(1) of the Internal Revenue Code of 1986) not later than 365 days before the date of the filing of the petition in a case under this title, but—

(A) only if the designated beneficiary of such account was a child, stepchild, grandchild, or stepgrandchild of the debtor for the taxable year for which funds were placed in such account;

(B) only to the extent that such funds—

(i) are not pledged or promised to any entity in connection with any extension of credit; and

(ii) are not excess contributions (as described in section 4973(e) of the Internal Revenue Code of 1986); and

(C) in the case of funds placed in all such accounts having the same designated beneficiary not earlier than 720 days nor later than 365 days before such date, only so much of such funds as does not exceed \$5,000;²

(6) funds used to purchase a tuition credit or certificate or contributed to an account in accordance with section 529(b)(1)(A) of the Internal Revenue Code of 1986 under a qualified State tuition program (as defined in section 529(b)(1) of such Code) not later than 365 days before the date of the filing of the petition in a case under this title, but—

(A) only if the designated beneficiary of the amounts paid or contributed to such tuition program was a child, stepchild, grandchild, or stepgrandchild of the debtor for the taxable year for which funds were paid or contributed;

(B) with respect to the aggregate amount paid or contributed to such program having the same designated beneficiary, only so much of such amount as does not exceed the total contributions permitted under section 529(b)(6) of such Code with respect to such beneficiary, as adjusted beginning on the date of the filing of the petition in a case under this title by the annual increase or decrease (rounded to the nearest tenth of 1 percent) in the education expenditure category of the Consumer Price Index prepared by the Department of Labor; and

(C) in the case of funds paid or contributed to such program having the same designated beneficiary not earlier than 720 days nor later than 365 days before such date, only so much of such funds as does not exceed \$5,000;²

(7) any amount—

(A) withheld by an employer from the wages of employees for payment as contributions—

(i) to—

(I) an employee benefit plan that is subject to title I of the Employee Retirement Income Security Act of 1974 or under an employee benefit plan which is a governmental plan under section 414(d) of the Internal Revenue Code of 1986;

(II) a deferred compensation plan under section 457 of the Internal Revenue Code of 1986; or

(III) a tax-deferred annuity under section 403(b) of the Internal Revenue Code of 1986;

except that such amount under this subparagraph shall not constitute disposable income as defined in section 1325(b)(2); or

(ii) to a health insurance plan regulated by State law whether or not subject to such title; or

(B) received by an employer from employees for payment as contributions—

(i) to—

(I) an employee benefit plan that is subject to title I of the Employee Retirement Income Security Act of 1974 or under an employee benefit plan which is a governmental plan under section 414(d) of the Internal Revenue Code of 1986;

(II) a deferred compensation plan under section 457 of the Internal Revenue Code of 1986; or

(III) a tax-deferred annuity under section 403(b) of the Internal Revenue Code of 1986;

except that such amount under this subparagraph shall not constitute disposable income, as defined in section 1325(b)(2); or

(ii) to a health insurance plan regulated by State law whether or not subject to such title;

¹ See References in Text note below.

² See Adjustment of Dollar Amounts notes below.

(8) subject to subchapter III of chapter 5, any interest of the debtor in property where the debtor pledged or sold tangible personal property (other than securities or written or printed evidences of indebtedness or title) as collateral for a loan or advance of money given by a person licensed under law to make such loans or advances, where—

(A) the tangible personal property is in the possession of the pledgee or transferee;

(B) the debtor has no obligation to repay the money, redeem the collateral, or buy back the property at a stipulated price; and

(C) neither the debtor nor the trustee have exercised any right to redeem provided under the contract or State law, in a timely manner as provided under State law and section 108(b);

(9) any interest in cash or cash equivalents that constitute proceeds of a sale by the debtor of a money order that is made—

(A) on or after the date that is 14 days prior to the date on which the petition is filed; and

(B) under an agreement with a money order issuer that prohibits the commingling of such proceeds with property of the debtor (notwithstanding that, contrary to the agreement, the proceeds may have been commingled with property of the debtor),

unless the money order issuer had not taken action, prior to the filing of the petition, to require compliance with the prohibition;

(10) funds placed in an account of a qualified ABLE program (as defined in section 529A(b) of the Internal Revenue Code of 1986) not later than 365 days before the date of the filing of the petition in a case under this title, but—

(A) only if the designated beneficiary of such account was a child, stepchild, grandchild, or stepgrandchild of the debtor for the taxable year for which funds were placed in such account;

(B) only to the extent that such funds—

(i) are not pledged or promised to any entity in connection with any extension of credit; and

(ii) are not excess contributions (as described in section 4973(h) of the Internal Revenue Code of 1986); and

(C) in the case of funds placed in all such accounts having the same designated beneficiary not earlier than 720 days nor later than 365 days before such date, only so much of such funds as does not exceed \$6,225;² or

(11) recovery rebates made under section 6428 of the Internal Revenue Code of 1986.

Paragraph (4) shall not be construed to exclude from the estate any consideration the debtor retains, receives, or is entitled to receive for transferring an interest in liquid or gaseous hydrocarbons pursuant to a farmout agreement.

(c)(1) Except as provided in paragraph (2) of this subsection, an interest of the debtor in property becomes property of the estate under subsection (a)(1), (a)(2), or (a)(5) of this section notwithstanding any provision in an agreement, transfer instrument, or applicable nonbankruptcy law—

(A) that restricts or conditions transfer of such interest by the debtor; or

(B) that is conditioned on the insolvency or financial condition of the debtor, on the commencement of a case under this title, or on the appointment of or taking possession by a trustee in a case under this title or a custodian before such commencement, and that effects or gives an option to effect a forfeiture, modification, or termination of the debtor's interest in property.

(2) A restriction on the transfer of a beneficial interest of the debtor in a trust that is enforceable under applicable nonbankruptcy law is enforceable in a case under this title.

(d) Property in which the debtor holds, as of the commencement of the case, only legal title and not an equitable interest, such as a mortgage secured by real property, or an interest in such a mortgage, sold by the debtor but as to which the debtor retains legal title to service or supervise the servicing of such mortgage or interest, becomes property of the estate under subsection (a)(1) or (2) of this section only to the extent of the debtor's legal title to such property, but not to the extent of any equitable interest in such property that the debtor does not hold.

(e) In determining whether any of the relationships specified in paragraph (5)(A) or (6)(A) of subsection (b) exists, a legally adopted child of an individual (and a child who is a member of an individual's household, if placed with such individual by an authorized placement agency for legal adoption by such individual), or a foster child of an individual (if such child has as the child's principal place of abode the home of the debtor and is a member of the debtor's household) shall be treated as a child of such individual by blood.

(f) Notwithstanding any other provision of this title, property that is held by a debtor that is a corporation described in section 501(c)(3) of the Internal Revenue Code of 1986 and exempt from tax under section 501(a) of such Code may be transferred to an entity that is not such a corporation, but only under the same conditions as would apply if the debtor had not filed a case under this title.

(Pub. L. 95-598, Nov. 6, 1978, 92 Stat. 2594; Pub. L. 98-353, title III, §§363(a), 456, July 10, 1984, 98 Stat. 363, 376; Pub. L. 101-508, title III, §3007(a)(2), Nov. 5, 1990, 104 Stat. 1388-28; Pub. L. 102-486, title XXX, §3017(b), Oct. 24, 1992, 106 Stat. 3130; Pub. L. 103-394, title II, §§208(b), 223, Oct. 22, 1994, 108 Stat. 4124, 4129; Pub. L. 109-8, title II, §225(a), title III, §323, title XII, §§1212, 1221(c), 1230, Apr. 20, 2005, 119 Stat. 65, 97, 194, 196, 201; Pub. L. 111-327, §2(a)(22), Dec. 22, 2010, 124 Stat. 3560; Pub. L. 113-295, div. B, title I, §104(a), Dec. 19, 2014, 128 Stat. 4063; Pub. L. 116-260, div. FF, title X, §1001(a), Dec. 27, 2020, 134 Stat. 3216.)

AMENDMENT OF SUBSECTION (b)

Pub. L. 116-260, div. FF, title X, §1001(a)(2), Dec. 27, 2020, 134 Stat. 3216, provided that, effective on the date that is 1 year after Dec. 27, 2020, subsection (b) of this section is amended:

(1) in paragraph (9), in the matter following subparagraph (B), by adding "or" at the end;

(2) in paragraph (10)(C), by striking “; or” and inserting a period; and
 (3) by striking paragraph (11).

See 2020 Amendment note below.

HISTORICAL AND REVISION NOTES

LEGISLATIVE STATEMENTS

Section 541(a)(7) is new. The provision clarifies that any interest in property that the estate acquires after the commencement of the case is property of the estate; for example, if the estate enters into a contract, after the commencement of the case, such a contract would be property of the estate. The addition of this provision by the House amendment merely clarifies that section 541(a) is an all-embracing definition which includes charges on property, such as liens held by the debtor on property of a third party, or beneficial rights and interests that the debtor may have in property of another. However, only the debtor's interest in such property becomes property of the estate. If the debtor holds bare legal title or holds property in trust for another, only those rights which the debtor would have otherwise had emanating from such interest pass to the estate under section 541. Neither this section nor section 545 will affect various statutory provisions that give a creditor a lien that is valid both inside and outside bankruptcy against a bona fide purchaser of property from the debtor, or that creates a trust fund for the benefit of creditors meeting similar criteria. See Packers and Stockyards Act § 206, 7 U.S.C. 196 (1976).

Section 541(c)(2) follows the position taken in the House bill and rejects the position taken in the Senate amendment with respect to income limitations on a spend-thrift trust.

Section 541(d) of the House amendment is derived from section 541(e) of the Senate amendment and reiterates the general principle that where the debtor holds bare legal title without any equitable interest, that the estate acquires bare legal title without any equitable interest in the property. The purpose of section 541(d) as applied to the secondary mortgage market is identical to the purpose of section 541(e) of the Senate amendment and section 541(d) will accomplish the same result as would have been accomplished by section 541(e). Even if a mortgage seller retains for purposes of servicing legal title to mortgages or interests in mortgages sold in the secondary mortgage market, the trustee would be required by section 541(d) to turn over the mortgages or interests in mortgages to the purchaser of those mortgages.

The seller of mortgages in the secondary mortgage market will often retain the original mortgage notes and related documents and the seller will not endorse the notes to reflect the sale to the purchaser. Similarly, the purchaser will often not record the purchaser's ownership of the mortgages or interests in mortgages under State recording statutes. These facts are irrelevant and the seller's retention of the mortgage documents and the purchaser's decision not to record do not change the trustee's obligation to turn the mortgages or interests in mortgages over to the purchaser. The application of section 541(d) to secondary mortgage market transactions will not be affected by the terms of the servicing agreement between the mortgage servicer and the purchaser of the mortgages. Under section 541(d), the trustee is required to recognize the purchaser's title to the mortgages or interests in mortgages and to turn this property over to the purchaser. It makes no difference whether the servicer and the purchaser characterize their relationship as one of trust, agency, or independent contractor.

The purpose of section 541(d) as applied to the secondary mortgage market is therefore to make certain that secondary mortgage market sales as they are currently structured are not subject to challenge by bankruptcy trustees and that purchasers of mortgages will be able to obtain the mortgages or interests in mortgages which they have purchased from trustees without

the trustees asserting that a sale of mortgages is a loan from the purchaser to the seller.

Thus, as section 541(a)(1) clearly states, the estate is comprised of all legal or equitable interests of the debtor in property as of the commencement of the case. To the extent such an interest is limited in the hands of the debtor, it is equally limited in the hands of the estate except to the extent that defenses which are personal against the debtor are not effective against the estate.

Property of the estate: The Senate amendment provided that property of the estate does not include amounts held by the debtor as trustee and any taxes withheld or collected from others before the commencement of the case. The House amendment removes these two provisions. As to property held by the debtor as a trustee, the House amendment provides that property of the estate will include whatever interest the debtor held in the property at the commencement of the case. Thus, where the debtor held only legal title to the property and the beneficial interest in that property belongs to another, such as exists in the case of property held in trust, the property of the estate includes the legal title, but not the beneficial interest in the property.

As to withheld taxes, the House amendment deletes the rule in the Senate bill as unnecessary since property of the estate does not include the beneficial interest in property held by the debtor as a trustee. Under the Internal Revenue Code of 1954 (section 7501) [26 U.S.C. 7501], the amounts of withheld taxes are held to be a special fund in trust for the United States. Where the Internal Revenue Service can demonstrate that the amounts of taxes withheld are still in the possession of the debtor at the commencement of the case, then if a trust is created, those amounts are not property of the estate. Compare *In re Shakesteers Coffee Shops*, 546 F.2d 821 (9th Cir. 1976) with *In re Glynn Wholesale Building Materials, Inc.* (S.D. Ga. 1978) and *In re Progress Tech Colleges, Inc.*, 42 Afr 2d 78-5573 (S.D. Ohio 1977).

Where it is not possible for the Internal Revenue Service to demonstrate that the amounts of taxes withheld are still in the possession of the debtor at the commencement of the case, present law generally includes amounts of withheld taxes as property of the estate. See, e.g., *United States v. Randall*, 401 U.S. 513 (1973) [91 S. Ct. 991, 28 L.Ed.2d 273] and *In re Tamasha Town and Country Club*, 483 F.2d 1377 (9th Cir. 1973). Nonetheless, a serious problem exists where “trust fund taxes” withheld from others are held to be property of the estate where the withheld amounts are commingled with other assets of the debtor. The courts should permit the use of reasonable assumptions under which the Internal Revenue Service, and other tax authorities, can demonstrate that amounts of withheld taxes are still in the possession of the debtor at the commencement of the case. For example, where the debtor had commingled that amount of withheld taxes in his general checking account, it might be reasonable to assume that any remaining amounts in that account on the commencement of the case are the withheld taxes. In addition, Congress may consider future amendments to the Internal Revenue Code [title 26] making clear that amounts of withheld taxes are held by the debtor in a trust relationship and, consequently, that such amounts are not property of the estate.

SENATE REPORT NO. 95-989

This section defines property of the estate, and specifies what property becomes property of the estate. The commencement of a bankruptcy case creates an estate. Under paragraph (1) of subsection (a), the estate is comprised of all legal or equitable interest of the debtor in property, wherever located, as of the commencement of the case. The scope of this paragraph is broad. It includes all kinds of property, including tangible or intangible property, causes of action (see Bankruptcy Act § 70a(6) [section 110(a)(6) of former title 11]), and all other forms of property currently specified in section 70a of the Bankruptcy Act § 70a [section 110(a) of former

title 11], as well as property recovered by the trustee under section 542 of proposed title 11. If the property recovered was merely out of the possession of the debtor, yet remained "property of the debtor." The debtor's interest in property also includes "title" to property, which is an interest, just as are a possessory interest, or leasehold interest, for example. The result of *Segal v. Rochelle*, 382 U.S. 375 (1966), is followed, and the right to a refund is property of the estate.

Though this paragraph will include choses in action and claims by the debtor against others, it is not intended to expand the debtor's rights against others more than they exist at the commencement of the case. For example, if the debtor has a claim that is barred at the time of the commencement of the case by the statute of limitations, then the trustee would not be able to pursue that claim, because he too would be barred. He could take no greater rights than the debtor himself had. But see proposed 11 U.S.C. 108, which would permit the trustee a tolling of the statute of limitations if it had not run before the date of the filing of the petition.

Paragraph (1) has the effect of overruling *Lockwood v. Exchange Bank*, 190 U.S. 294 (1903), because it includes as property of the estate all property of the debtor, even that needed for a fresh start. After the property comes into the estate, then the debtor is permitted to exempt it under proposed 11 U.S.C. 522, and the court will have jurisdiction to determine what property may be exempted and what remains as property of the estate. The broad jurisdictional grant in proposed 28 U.S.C. 1334 would have the effect of overruling *Lockwood* independently of the change made by this provision.

Paragraph (1) also has the effect of overruling *Lines v. Frederick*, 400 U.S. 18 (1970).

Situations occasionally arise where property ostensibly belonging to the debtor will actually not be property of the debtor, but will be held in trust for another. For example, if the debtor has incurred medical bills that were covered by insurance, and the insurance company had sent the payment of the bills to the debtor before the debtor had paid the bill for which the payment was reimbursement, the payment would actually be held in a constructive trust for the person to whom the bill was owed. This section and proposed 11 U.S.C. 545 also will not affect various statutory provisions that give a creditor of the debtor a lien that is valid outside as well as inside bankruptcy, or that creates a trust fund for the benefit of a creditor of the debtor. See *Packers and Stockyards Act* §206, 7 U.S.C. 196.

Bankruptcy Act §8 [section 26 of former title 11] has been deleted as unnecessary. Once the estate is created, no interests in property of the estate remain in the debtor. Consequently, if the debtor dies during the case, only property exempted from property of the estate or acquired by the debtor after the commencement of the case and not included as property of the estate will be available to the representative of the debtor's probate estate. The bankruptcy proceeding will continue in rem with respect to property of the state, and the discharge will apply in personam to relieve the debtor, and thus his probate representative, of liability for dischargeable debts.

The estate also includes the interests of the debtor and the debtor's spouse in community property, subject to certain limitations; property that the trustee recovers under the avoiding powers; property that the debtor acquires by bequest, devise, inheritance, a property settlement agreement with the debtor's spouse, or as the beneficiary of a life insurance policy within 180 days after the petition; and proceeds, product, offspring, rents, and profits of or from property of the estate, except such as are earning from services performed by an individual debtor after the commencement of the case. Proceeds here is not used in a confining sense, as defined in the Uniform Commercial Code, but is intended to be a broad term to encompass all proceeds of property of the estate. The conversion in form of property of the estate does not change its character as property of the estate.

Subsection (b) excludes from property of the estate any power, such as a power of appointment, that the debtor may exercise solely for the benefit of an entity other than the debtor. This changes present law which excludes powers solely benefiting other persons but not other entities.

Subsection (c) invalidates restrictions on the transfer of property of the debtor, in order that all of the interests of the debtor in property will become property of the estate. The provisions invalidated are those that restrict or condition transfer of the debtor's interest, and those that are conditioned on the insolvency or financial condition of the debtor, on the commencement of a bankruptcy case, or on the appointment of a custodian of the debtor's property. Paragraph (2) of subsection (c), however, preserves restrictions on a transfer of a spendthrift trust that the restriction is enforceable nonbankruptcy law to the extent of the income reasonably necessary for the support of a debtor and his dependents.

Subsection (d) [enacted as (e)], derived from section 70c of the Bankruptcy Act [section 110(c) of former title 11], gives the estate the benefit of all defenses available to the debtor as against an entity other than the estate, including such defenses as statutes of limitations, statutes of frauds, usury, and other personal defenses, and makes waiver by the debtor after the commencement of the case ineffective to bind the estate.

Section 541(e) [enacted as (d)] confirms the current status under the Bankruptcy Act [former title 11] of bona fide secondary mortgage market transactions as the purchase and sale of assets. Mortgages or interests in mortgages sold in the secondary market should not be considered as part of the debtor's estate. To permit the efficient servicing of mortgages or interests in mortgages the seller often retains the original mortgage notes and related documents, and the purchaser records under State recording statutes the purchaser's ownership of the mortgages or interests in mortgages purchased. Section 541(e) makes clear that the seller's retention of the mortgage documents and the purchaser's decision not to record do not impair the asset sale character of secondary mortgage market transactions. The committee notes that in secondary mortgage market transactions the parties may characterize their relationship as one of trust, agency, or independent contractor. The characterization adopted by the parties should not affect the statutes in bankruptcy on bona fide secondary mortgage market purchases and sales.

Editorial Notes

REFERENCES IN TEXT

The Higher Education Act of 1965, referred to in subsec. (b)(3), is Pub. L. 89-329, Nov. 8, 1965, 79 Stat. 1219, which is classified generally to chapter 28 (§1001 et seq.) of Title 20, Education. Part C of title IV of the Act was formerly classified to part C (§2751 et seq.) of subchapter I of chapter 34 of Title 42, The Public Health and Welfare, prior to transfer to part C (§1087-51 et seq.) of subchapter IV of chapter 28 of Title 20. For complete classification of this Act to the Code, see Short Title note set out under section 1001 of Title 20 and Tables.

The Internal Revenue Code of 1986, referred to in subsecs. (b)(5) to (7), (10), (11) and (f), is classified generally to Title 26, Internal Revenue Code.

The Employee Retirement Income Security Act of 1974, referred to in subsec. (b)(7)(A)(i)(I), (B)(i)(I), is Pub. L. 93-406, Sept. 2, 1974, 88 Stat. 829, as amended. Title I of the Act is classified generally to subchapter I (§1001 et seq.) of chapter 18 of Title 29, Labor. For complete classification of this Act to the Code, see Short Title note set out under section 1001 of Title 29 and Tables.

AMENDMENTS

2020—Subsec. (b)(11). Pub. L. 116-260, §1001(a)(2), struck out par. (11) which read as follows: "recovery re-

bates made under section 6428 of the Internal Revenue Code of 1986.”.

Pub. L. 116-260, § 1001(a)(1), added par. (11).
2014—Subsec. (b)(10). Pub. L. 113-295 added par. (10).
2010—Subsec. (b)(6)(B). Pub. L. 111-327 substituted “section 529(b)(6)” for “section 529(b)(7)”.

2005—Subsec. (b)(4). Pub. L. 109-8, § 225(a)(1)(A), struck out “or” at end.

Subsec. (b)(4)(B)(ii). Pub. L. 109-8, § 1212, inserted “365 or” before “542”.

Subsec. (b)(5), (6). Pub. L. 109-8, § 225(a)(1)(C), added

pars. (5) and (6). Former par. (5) redesignated (9).

Subsec. (b)(7). Pub. L. 109-8, § 323, added par. (7).

Subsec. (b)(8). Pub. L. 109-8, § 1230, added par. (8).

Subsec. (b)(9). Pub. L. 109-8, § 225(a)(1)(B), redesignated par. (5) as (9).

Subsec. (e). Pub. L. 109-8, § 225(a)(2), added subsec. (e).

Subsec. (f). Pub. L. 109-8, § 1221(c), added subsec. (f).

1994—Subsec. (b)(4). Pub. L. 103-394, § 208(b), designated existing provisions of subpar. (A) as cl. (i) of subpar. (A), redesignated subpar. (B) as cl. (ii) of subpar. (A), substituted “the interest referred to in clause (i)” for “such interest”, substituted “; or” for period at end of cl. (ii), and added subpar. (B).

Pub. L. 103-394, § 223(2), which directed the amendment of subsec. (b)(4) by striking out period at end and inserting “; or”, was executed by inserting “or” after semicolon at end of subsec. (b)(4)(B)(ii), as added by Pub. L. 103-394, § 208(b)(3), to reflect the probable intent of Congress.

Subsec. (b)(5). Pub. L. 103-394, § 223, added par. (5).

1992—Subsec. (b). Pub. L. 102-486 added par. (4) and closing provisions.

1990—Subsec. (b)(3). Pub. L. 101-508 added par. (3).

1984—Subsec. (a). Pub. L. 98-353, § 456(a)(1), (2), struck out “under” after “under” and inserted “and by whom-ever held” after “located”.

Subsec. (a)(3). Pub. L. 98-353, § 456(a)(3), inserted “329(b), 363(n)”.

Subsec. (a)(5). Pub. L. 98-353, § 456(a)(4), substituted “Any” for “An”.

Subsec. (a)(6). Pub. L. 98-353, § 456(a)(5), substituted “or profits” for “and profits”.

Subsec. (b). Pub. L. 98-353, § 363(a), amended subsec. (b) generally. Prior to amendment, subsec. (b) read as follows: “Property of the estate does not include any power that the debtor may only exercise solely for the benefit of an entity other than the debtor.”

Subsec. (c)(1). Pub. L. 98-353, § 456(b)(1), inserted “in an agreement, transfer, instrument, or applicable non-bankruptcy law”.

Subsec. (c)(1)(B). Pub. L. 98-353, § 456(b)(2), substituted “taking” for “the taking”, and inserted “before such commencement” after “custodian”.

Subsec. (d). Pub. L. 98-353, § 456(c), inserted “(1) or (2)” after “(a)”.

Subsec. (e). Pub. L. 98-353, § 456(d), struck out subsec. (e) which read as follows: “The estate shall have the benefit of any defense available to the debtor as against an entity other than the estate, including statutes of limitation, statutes of frauds, usury, and other personal defenses. A waiver of any such defense by the debtor after the commencement of the case does not bind the estate.”

Statutory Notes and Related Subsidiaries

EFFECTIVE DATE OF 2020 AMENDMENT

Pub. L. 116-260, div. FF, title X, § 1001(a)(2), Dec. 27, 2020, 134 Stat. 3216, provided that the amendment made by section 1001(a)(2) is effective on the date that is 1 year after Dec. 27, 2020.

EFFECTIVE DATE OF 2014 AMENDMENT

Amendment by Pub. L. 113-295 applicable with respect to cases commenced under this title on or after Dec. 19, 2014, see section 104(d) of Pub. L. 113-295, set out as a note under section 521 of this title.

EFFECTIVE DATE OF 2005 AMENDMENT

Amendment by section 1221(c) of Pub. L. 109-8 applicable to cases pending under this title on Apr. 20, 2005,

or filed under this title on or after Apr. 20, 2005, with certain exceptions, see section 1221(d) of Pub. L. 109-8, set out as a note under section 363 of this title.

Amendment by sections 225(a), 323, 1212, and 1230 of Pub. L. 109-8 effective 180 days after Apr. 20, 2005, and not applicable with respect to cases commenced under this title before such effective date, except as otherwise provided, see section 1501 of Pub. L. 109-8, set out as a note under section 101 of this title.

EFFECTIVE DATE OF 1994 AMENDMENT

Amendment by Pub. L. 103-394 effective Oct. 22, 1994, and not applicable with respect to cases commenced under this title before Oct. 22, 1994, see section 702 of Pub. L. 103-394, set out as a note under section 101 of this title.

EFFECTIVE DATE OF 1992 AMENDMENT

Amendment by Pub. L. 102-486 effective Oct. 24, 1992, but not applicable with respect to cases commenced under this title before Oct. 24, 1992, see section 3017(c) of Pub. L. 102-486, set out as a note under section 101 of this title.

EFFECTIVE DATE OF 1984 AMENDMENT

Amendment by Pub. L. 98-353 effective with respect to cases filed 90 days after July 10, 1984, see section 552(a) of Pub. L. 98-353, set out as a note under section 101 of this title.

Court Rules and Judicial Documents

ADJUSTMENT OF DOLLAR AMOUNTS

The dollar amounts specified in this section were adjusted by notices of the Judicial Conference of the United States pursuant to section 104 of this title as follows:

By notice dated Feb. 5, 2019, 84 F.R. 3488, effective Apr. 1, 2019, in subsec. (b)(5)(C), (6)(C), (10)(C), dollar amount “6,425” was adjusted to “6,825”. See notice of the Judicial Conference of the United States set out as a note under section 104 of this title.

By notice dated Feb. 18, 2016, 81 F.R. 8748, effective Apr. 1, 2016, in subsec. (b)(5)(C), (6)(C), dollar amount “6,225” was adjusted to “6,425”.

By notice dated Feb. 12, 2013, 78 F.R. 12089, effective Apr. 1, 2013, in subsec. (b)(5)(C), (6)(C), dollar amount “5,850” was adjusted to “6,225”.

By notice dated Feb. 19, 2010, 75 F.R. 8747, effective Apr. 1, 2010, in subsec. (b)(5)(C), (6)(C), dollar amount “5,475” was adjusted to “5,850”.

By notice dated Feb. 7, 2007, 72 F.R. 7082, effective Apr. 1, 2007, in subsec. (b)(5)(C), (6)(C), dollar amount “5,000” was adjusted to “5,475”.

§ 542. Turnover of property to the estate

(a) Except as provided in subsection (c) or (d) of this section, an entity, other than a custodian, in possession, custody, or control, during the case, of property that the trustee may use, sell, or lease under section 363 of this title, or that the debtor may exempt under section 522 of this title, shall deliver to the trustee, and account for, such property or the value of such property, unless such property is of inconsequential value or benefit to the estate.

(b) Except as provided in subsection (c) or (d) of this section, an entity that owes a debt that is property of the estate and that is matured, payable on demand, or payable on order, shall pay such debt to, or on the order of, the trustee, except to the extent that such debt may be offset under section 553 of this title against a claim against the debtor.

(c) Except as provided in section 362(a)(7) of this title, an entity that has neither actual no-

(D) Subparagraphs (A) through (C) shall not apply, and the court may not dismiss or convert a case based on any form of means testing—

(i) if the debtor is a disabled veteran (as defined in section 3741(1) of title 38), and the indebtedness occurred primarily during a period during which he or she was—

(I) on active duty (as defined in section 101(d)(1) of title 10); or

(II) performing a homeland defense activity (as defined in section 901(1) of title 32); or

(ii) with respect to the debtor, while the debtor is—

(I) on, and during the 540-day period beginning immediately after the debtor is released from, a period of active duty (as defined in section 101(d)(1) of title 10) of not less than 90 days; or

(II) performing, and during the 540-day period beginning immediately after the debtor is no longer performing, a homeland defense activity (as defined in section 901(1) of title 32) performed for a period of not less than 90 days;

if after September 11, 2001, the debtor while a member of a reserve component of the Armed Forces or a member of the National Guard, was called to such active duty or performed such homeland defense activity.

(3) In considering under paragraph (1) whether the granting of relief would be an abuse of the provisions of this chapter in a case in which the presumption in paragraph (2)(A)(i) does not arise or is rebutted, the court shall consider—

(A) whether the debtor filed the petition in bad faith; or

(B) the totality of the circumstances (including whether the debtor seeks to reject a personal services contract and the financial need for such rejection as sought by the debtor) of the debtor's financial situation demonstrates abuse.

(4)(A) The court, on its own initiative or on the motion of a party in interest, in accordance with the procedures described in rule 9011 of the Federal Rules of Bankruptcy Procedure, may order the attorney for the debtor to reimburse the trustee for all reasonable costs in prosecuting a motion filed under section 707(b), including reasonable attorneys' fees, if—

(i) a trustee files a motion for dismissal or conversion under this subsection; and

(ii) the court—

(I) grants such motion; and

(II) finds that the action of the attorney for the debtor in filing a case under this chapter violated rule 9011 of the Federal Rules of Bankruptcy Procedure.

(B) If the court finds that the attorney for the debtor violated rule 9011 of the Federal Rules of Bankruptcy Procedure, the court, on its own initiative or on the motion of a party in interest, in accordance with such procedures, may order—

(i) the assessment of an appropriate civil penalty against the attorney for the debtor; and

(ii) the payment of such civil penalty to the trustee, the United States trustee (or the bankruptcy administrator, if any).

(C) The signature of an attorney on a petition, pleading, or written motion shall constitute a certification that the attorney has—

(i) performed a reasonable investigation into the circumstances that gave rise to the petition, pleading, or written motion; and

(ii) determined that the petition, pleading, or written motion—

(I) is well grounded in fact; and

(II) is warranted by existing law or a good faith argument for the extension, modification, or reversal of existing law and does not constitute an abuse under paragraph (1).

(D) The signature of an attorney on the petition shall constitute a certification that the attorney has no knowledge after an inquiry that the information in the schedules filed with such petition is incorrect.

(5)(A) Except as provided in subparagraph (B) and subject to paragraph (6), the court, on its own initiative or on the motion of a party in interest, in accordance with the procedures described in rule 9011 of the Federal Rules of Bankruptcy Procedure, may award a debtor all reasonable costs (including reasonable attorneys' fees) in contesting a motion filed by a party in interest (other than a trustee or United States trustee (or bankruptcy administrator, if any)) under this subsection if—

(i) the court does not grant the motion; and

(ii) the court finds that—

(I) the position of the party that filed the motion violated rule 9011 of the Federal Rules of Bankruptcy Procedure; or

(II) the attorney (if any) who filed the motion did not comply with the requirements of clauses (i) and (ii) of paragraph (4)(C), and the motion was made solely for the purpose of coercing a debtor into waiving a right guaranteed to the debtor under this title.

(B) A small business that has a claim of an aggregate amount less than \$1,000¹ shall not be subject to subparagraph (A)(ii)(I).

(C) For purposes of this paragraph—

(i) the term "small business" means an unincorporated business, partnership, corporation, association, or organization that—

(I) has fewer than 25 full-time employees as determined on the date on which the motion is filed; and

(II) is engaged in commercial or business activity; and

(ii) the number of employees of a wholly owned subsidiary of a corporation includes the employees of—

(I) a parent corporation; and

(II) any other subsidiary corporation of the parent corporation.

(6) Only the judge or United States trustee (or bankruptcy administrator, if any) may file a motion under section 707(b), if the current monthly income of the debtor, or in a joint case, the debtor and the debtor's spouse, as of the date of the order for relief, when multiplied by 12, is equal to or less than—

(A) in the case of a debtor in a household of 1 person, the median family income of the applicable State for 1 earner;

(B) in the case of a debtor in a household of 2, 3, or 4 individuals, the highest median fam-



“(B) any amount by which the percentage fee fixed under paragraph (1)(B) of this subsection for all such cases exceeds—

“(1) such individual’s actual compensation for such cases, as adjusted under subparagraph (A) of this paragraph; plus

“(1) the actual, necessary expenses incurred by such individual as standing trustee in such cases.”

See section 586(b) and (e) of Title 28, Judiciary and Judicial Procedure.

EFFECTIVE DATE OF 2005 AMENDMENT

Amendment by section 219(c) of Pub. L. 109-8 effective 180 days after Apr. 20, 2005, and not applicable with respect to cases commenced under this title before such effective date, except as otherwise provided, see section 1501 of Pub. L. 109-8, set out as a note under section 101 of this title.

EFFECTIVE DATE

Section effective 30 days after Oct. 27, 1986, and before the amendment by section 227 of Pub. L. 99-554, see section 302(c)(2) of Pub. L. 99-554, set out as an Effective Date of 1986 Amendment note under section 581 of Title 28, Judiciary and Judicial Procedure.

Effective date and applicability of amendment by section 227 of Pub. L. 99-554 dependent upon the judicial district involved, see section 302(d), (e) of Pub. L. 99-554.

REFERENCES IN SUBSECTION (a) TEMPORARILY DEEMED TO BE REFERENCES TO OTHER PROVISIONS

Until the amendments made by subtitle A (§§201 to 231) of title II of Pub. L. 99-554 become effective in a district and apply to a case, in subsec. (a) of this section—

- (1) the first two references to the United States trustee are deemed to be references to the court, and
(2) any reference to section 586(b) of Title 28, Judiciary and Judicial Procedure, is deemed to be a reference to subsec. (c) of this section,
see section 302(c)(3)(B), (d), (e) of Pub. L. 99-554, set out as an Effective Date note under section 581 of Title 28.

§ 1203. Rights and powers of debtor

Subject to such limitations as the court may prescribe, a debtor in possession shall have all the rights, other than the right to compensation under section 330, and powers, and shall perform all the functions and duties, except the duties specified in paragraphs (3) and (4) of section 1106(a), of a trustee serving in a case under chapter 11, including operating the debtor’s farm or commercial fishing operation.

(Added and amended Pub. L. 99-554, title II, § 255, title III, § 302(f), Oct. 27, 1986, 100 Stat. 3107, 3124; Pub. L. 103-65, § 1, Aug. 6, 1993, 107 Stat. 311; Pub. L. 105-277, div. C, title I, § 149(a), Oct. 21, 1998, 112 Stat. 2681-610; Pub. L. 106-5, § 1(1), (2), Mar. 30, 1999, 113 Stat. 9; Pub. L. 106-70, § 1, Oct. 9, 1999, 113 Stat. 1031; Pub. L. 107-8, § 1, May 11, 2001, 115 Stat. 10; Pub. L. 107-17, § 1, June 26, 2001, 115 Stat. 151; Pub. L. 107-170, § 1, May 7, 2002, 116 Stat. 133; Pub. L. 107-171, title X, § 10814(a), May 13, 2002, 116 Stat. 532; Pub. L. 107-377, § 2(a), Dec. 19, 2002, 116 Stat. 3115; Pub. L. 108-73, § 2(a), Aug. 15, 2003, 117 Stat. 891; Pub. L. 108-369, § 2(a), Oct. 25, 2004, 118 Stat. 1749; Pub. L. 109-8, title X, §§ 1001(a)(1), (c), 1007(c)(2), Apr. 20, 2005, 119 Stat. 185, 186, 188.)

CODIFICATION

For repeal of section effective Oct. 1, 1998, and subsequent reenactment of section, see note set out preceding section 1201 of this title.

AMENDMENTS

2005—Pub. L. 109-8, § 1007(c)(2), inserted “or commercial fishing operation” after “farm”.

EFFECTIVE DATE OF 2005 AMENDMENT

Amendment by section 1007(c)(2) of Pub. L. 109-8 effective 180 days after Apr. 20, 2005, and not applicable with respect to cases commenced under this title before such effective date, except as otherwise provided, see section 1501 of Pub. L. 109-8, set out as a note under section 101 of this title.

§ 1204. Removal of debtor as debtor in possession

(a) On request of a party in interest, and after notice and a hearing, the court shall order that the debtor shall not be a debtor in possession for cause, including fraud, dishonesty, incompetence, or gross mismanagement of the affairs of the debtor, either before or after the commencement of the case.



(b) On request of a party in interest, and after notice and a hearing, the court may reinstate the debtor in possession.

(Added and amended Pub. L. 99-554, title II, § 255, title III, § 302(f), Oct. 27, 1986, 100 Stat. 3107, 3124; Pub. L. 103-65, § 1, Aug. 6, 1993, 107 Stat. 311; Pub. L. 105-277, div. C, title I, § 149(a), Oct. 21, 1998, 112 Stat. 2681-610; Pub. L. 106-5, § 1(1), (2), Mar. 30, 1999, 113 Stat. 9; Pub. L. 106-70, § 1, Oct. 9, 1999, 113 Stat. 1031; Pub. L. 107-8, § 1, May 11, 2001, 115 Stat. 10; Pub. L. 107-17, § 1, June 26, 2001, 115 Stat. 151; Pub. L. 107-170, § 1, May 7, 2002, 116 Stat. 133; Pub. L. 107-171, title X, § 10814(a), May 13, 2002, 116 Stat. 532; Pub. L. 107-377, § 2(a), Dec. 19, 2002, 116 Stat. 3115; Pub. L. 108-73, § 2(a), Aug. 15, 2003, 117 Stat. 891; Pub. L. 108-369, § 2(a), Oct. 25, 2004, 118 Stat. 1749; Pub. L. 109-8, title X, § 1001(a)(1), (c), Apr. 20, 2005, 119 Stat. 185, 186.)

CODIFICATION

For repeal of section effective Oct. 1, 1998, and subsequent reenactment of section, see note set out preceding section 1201 of this title.

§ 1205. Adequate protection

(a) Section 361 does not apply in a case under this chapter.

(b) In a case under this chapter, when adequate protection is required under section 362, 363, or 364 of this title of an interest of an entity in property, such adequate protection may be provided by—

(1) requiring the trustee to make a cash payment or periodic cash payments to such entity, to the extent that the stay under section 362 of this title, use, sale, or lease under section 363 of this title, or any grant of a lien under section 364 of this title results in a decrease in the value of property securing a claim or of an entity’s ownership interest in property;



(2) providing to such entity an additional or replacement lien to the extent that such stay, use, sale, lease, or grant results in a decrease in the value of property securing a claim or of an entity’s ownership interest in property;



(3) paying to such entity for the use of farmland the reasonable rent customary in the community where the property is located, based upon the rental value, net income, and earning capacity of the property; or



(4) granting such other relief, other than entitling such entity to compensation allowable under section 503(b)(1) of this title as an administrative expense, as will adequately protect the value of property securing a claim or of such entity's ownership interest in property.

(Added and amended Pub. L. 99-554, title II, § 255, title III, § 302(f), Oct. 27, 1986, 100 Stat. 3107, 3124; Pub. L. 103-65, § 1, Aug. 6, 1993, 107 Stat. 311; Pub. L. 105-277, div. C, title I, § 149(a), Oct. 21, 1998, 112 Stat. 2681-610; Pub. L. 106-5, § 1(1), (2), Mar. 30, 1999, 113 Stat. 9; Pub. L. 106-70, § 1, Oct. 9, 1999, 113 Stat. 1031; Pub. L. 107-8, § 1, May 11, 2001, 115 Stat. 10; Pub. L. 107-17, § 1, June 26, 2001, 115 Stat. 151; Pub. L. 107-170, § 1, May 7, 2002, 116 Stat. 133; Pub. L. 107-171, title X, § 10814(a), May 13, 2002, 116 Stat. 532; Pub. L. 107-377, § 2(a), Dec. 19, 2002, 116 Stat. 3115; Pub. L. 108-73, § 2(a), Aug. 15, 2003, 117 Stat. 891; Pub. L. 108-369, § 2(a), Oct. 25, 2004, 118 Stat. 1749; Pub. L. 109-8, title X, § 1001(a)(1), (c), Apr. 20, 2005, 119 Stat. 185, 186.)

CODIFICATION

For repeal of section effective Oct. 1, 1998, and subsequent reenactment of section, see note set out preceding section 1201 of this title.

§ 1206. Sales free of interests

After notice and a hearing, in addition to the authorization contained in section 363(f), the trustee in a case under this chapter may sell property under section 363(b) and (c) free and clear of any interest in such property of an entity other than the estate if the property is farmland, farm equipment, or property used to carry out a commercial fishing operation (including a commercial fishing vessel), except that the proceeds of such sale shall be subject to such interest.

(Added and amended Pub. L. 99-554, title II, § 255, title III, § 302(f), Oct. 27, 1986, 100 Stat. 3108, 3124; Pub. L. 103-65, § 1, Aug. 6, 1993, 107 Stat. 311; Pub. L. 105-277, div. C, title I, § 149(a), Oct. 21, 1998, 112 Stat. 2681-610; Pub. L. 106-5, § 1(1), (2), Mar. 30, 1999, 113 Stat. 9; Pub. L. 106-70, § 1, Oct. 9, 1999, 113 Stat. 1031; Pub. L. 107-8, § 1, May 11, 2001, 115 Stat. 10; Pub. L. 107-17, § 1, June 26, 2001, 115 Stat. 151; Pub. L. 107-170, § 1, May 7, 2002, 116 Stat. 133; Pub. L. 107-171, title X, § 10814(a), May 13, 2002, 116 Stat. 532; Pub. L. 107-377, § 2(a), Dec. 19, 2002, 116 Stat. 3115; Pub. L. 108-73, § 2(a), Aug. 15, 2003, 117 Stat. 891; Pub. L. 108-369, § 2(a), Oct. 25, 2004, 118 Stat. 1749; Pub. L. 109-8, title X, §§ 1001(a)(1), (c), 1007(c)(3), Apr. 20, 2005, 119 Stat. 185, 186, 188.)

CODIFICATION

For repeal of section effective Oct. 1, 1998, and subsequent reenactment of section, see note set out preceding section 1201 of this title.

AMENDMENTS

2005—Pub. L. 109-8, § 1007(c)(3), substituted “if the property is farmland, farm equipment, or property used to carry out a commercial fishing operation (including a commercial fishing vessel)” for “if the property is farmland or farm equipment”.

EFFECTIVE DATE OF 2005 AMENDMENT

Amendment by section 1007(c)(3) of Pub. L. 109-8 effective 180 days after Apr. 20, 2005, and not applicable

with respect to cases commenced under this title before such effective date, except as otherwise provided, see section 1501 of Pub. L. 109-8, set out as a note under section 101 of this title.

§ 1207. Property of the estate

(a) Property of the estate includes, in addition to the property specified in section 541 of this title—

(1) all property of the kind specified in such section that the debtor acquires after the commencement of the case but before the case is closed, dismissed, or converted to a case under chapter 7 of this title, whichever occurs first; and

(2) earnings from services performed by the debtor after the commencement of the case but before the case is closed, dismissed, or converted to a case under chapter 7 of this title, whichever occurs first.

(b) Except as provided in section 1204, a confirmed plan, or an order confirming a plan, the debtor shall remain in possession of all property of the estate.

(Added and amended Pub. L. 99-554, title II, § 255, title III, § 302(f), Oct. 27, 1986, 100 Stat. 3108, 3124; Pub. L. 103-65, § 1, Aug. 6, 1993, 107 Stat. 311; Pub. L. 105-277, div. C, title I, § 149(a), Oct. 21, 1998, 112 Stat. 2681-610; Pub. L. 106-5, § 1(1), (2), Mar. 30, 1999, 113 Stat. 9; Pub. L. 106-70, § 1, Oct. 9, 1999, 113 Stat. 1031; Pub. L. 107-8, § 1, May 11, 2001, 115 Stat. 10; Pub. L. 107-17, § 1, June 26, 2001, 115 Stat. 151; Pub. L. 107-170, § 1, May 7, 2002, 116 Stat. 133; Pub. L. 107-171, title X, § 10814(a), May 13, 2002, 116 Stat. 532; Pub. L. 107-377, § 2(a), Dec. 19, 2002, 116 Stat. 3115; Pub. L. 108-73, § 2(a), Aug. 15, 2003, 117 Stat. 891; Pub. L. 108-369, § 2(a), Oct. 25, 2004, 118 Stat. 1749; Pub. L. 109-8, title X, § 1001(a)(1), (c), Apr. 20, 2005, 119 Stat. 185, 186.)

CODIFICATION

For repeal of section effective Oct. 1, 1998, and subsequent reenactment of section, see note set out preceding section 1201 of this title.

§ 1208. Conversion or dismissal

(a) The debtor may convert a case under this chapter to a case under chapter 7 of this title at any time. Any waiver of the right to convert under this subsection is unenforceable.

(b) On request of the debtor at any time, if the case has not been converted under section 706 or 1112 of this title, the court shall dismiss a case under this chapter. Any waiver of the right to dismiss under this subsection is unenforceable.

(c) On request of a party in interest, and after notice and a hearing, the court may dismiss a case under this chapter for cause, including—

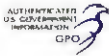
(1) unreasonable delay, or gross mismanagement, by the debtor that is prejudicial to creditors;

(2) nonpayment of any fees and charges required under chapter 123 of title 28;

(3) failure to file a plan timely under section 1221 of this title;

(4) failure to commence making timely payments required by a confirmed plan;

(5) denial of confirmation of a plan under section 1225 of this title and denial of a request made for additional time for filing another plan or a modification of a plan;



tion of “debtor” as a debtor concerning whom a petition has been filed under title 11 for definition of “bankrupt” as a debtor by or against whom a petition has been filed under title 11, and struck out definition of “bankruptcy” as including any proceeding, arrangement, or plan pursuant to title 11.

EFFECTIVE DATE OF 1978 AMENDMENT

Amendment by Pub. L. 95-598 effective Oct. 1, 1979, see section 402(a) of Pub. L. 95-598, set out as an Effective Date note preceding section 101 of Title 11, Bankruptcy.

SAVINGS PROVISION

Amendment by section 314 of Pub. L. 95-598 not to affect the application of chapter 9 (§151 et seq.), chapter 96 (§1961 et seq.), or section 2516, 3057, or 3284 of this title to any act of any person (1) committed before Oct. 1, 1979, or (2) committed after Oct. 1, 1979, in connection with a case commenced before such date, see section 403(d) of Pub. L. 95-598, set out as a note preceding section 101 of Title 11, Bankruptcy.

§ 152. Concealment of assets; false oaths and claims; bribery

A person who—

(1) knowingly and fraudulently conceals from a custodian, trustee, marshal, or other officer of the court charged with the control or custody of property, or, in connection with a case under title 11, from creditors or the United States Trustee, any property belonging to the estate of a debtor;

(2) knowingly and fraudulently makes a false oath or account in or in relation to any case under title 11;

(3) knowingly and fraudulently makes a false declaration, certificate, verification, or statement under penalty of perjury as permitted under section 1746 of title 28, in or in relation to any case under title 11;

(4) knowingly and fraudulently presents any false claim for proof against the estate of a debtor, or uses any such claim in any case under title 11, in a personal capacity or as or through an agent, proxy, or attorney;

(5) knowingly and fraudulently receives any material amount of property from a debtor after the filing of a case under title 11, with intent to defeat the provisions of title 11;

(6) knowingly and fraudulently gives, offers, receives, or attempts to obtain any money or property, remuneration, compensation, reward, advantage, or promise thereof for acting or forbearing to act in any case under title 11;

(7) in a personal capacity or as an agent or officer of any person or corporation, in contemplation of a case under title 11 by or against the person or any other person or corporation, or with intent to defeat the provisions of title 11, knowingly and fraudulently transfers or conceals any of his property or the property of such other person or corporation;

(8) after the filing of a case under title 11 or in contemplation thereof, knowingly and fraudulently conceals, destroys, mutilates, falsifies, or makes a false entry in any recorded information (including books, documents, records, and papers) relating to the property or financial affairs of a debtor; or

(9) after the filing of a case under title 11, knowingly and fraudulently withholds from a

custodian, trustee, marshal, or other officer of the court or a United States Trustee entitled to its possession, any recorded information (including books, documents, records, and papers) relating to the property or financial affairs of a debtor,

shall be fined under this title, imprisoned not more than 5 years, or both.

(June 25, 1948, ch. 645, 62 Stat. 689; Pub. L. 86-519, §2, June 12, 1960, 74 Stat. 217; Pub. L. 86-701, Sept. 2, 1960, 74 Stat. 753; Pub. L. 94-550, §4, Oct. 18, 1976, 90 Stat. 2535; Pub. L. 95-598, title III, §314(a), (c), Nov. 6, 1978, 92 Stat. 2676, 2677; Pub. L. 100-690, title VII, §7017, Nov. 18, 1988, 102 Stat. 4395; Pub. L. 103-322, title XXXIII, §330016(1)(K), Sept. 13, 1994, 108 Stat. 2147; Pub. L. 103-394, title III, §312(a)(1)(A), Oct. 22, 1994, 108 Stat. 4138; Pub. L. 104-294, title VI, §601(a)(1), Oct. 11, 1996, 110 Stat. 3497.)

HISTORICAL AND REVISION NOTES

Based on section 52(b) of title 11, U.S.C., 1940 ed., Bankruptcy (July 1, 1898, ch. 541, §29b, 30 Stat. 554; May 27, 1926, ch. 406, §11 (part), 44 Stat. 665; June 22, 1938, ch. 575, §1 (part), 52 Stat. 855).

Section was broadened to apply to one who gives or offers a bribe.

Minor changes were made in phraseology.

AMENDMENTS

1996—Pub. L. 104-294 substituted “fined under this title” for “fined not more than \$5,000” in closing provisions.

1994—Pub. L. 103-394 amended section generally, designating undesignated pars. as opening provisions, pars. (1) to (9), and closing provisions, and in pars. (1) and (9) inserting reference to United States Trustee.

Pub. L. 103-322 substituted “fined under this title” for “fined not more than \$5,000” in last par.

1988—Pub. L. 100-690 substituted “penalty of perjury” for “penalty or perjury” in third par.

1978—Pub. L. 95-598 substituted, wherever appearing, “debtor” for “bankrupt”, “case under title 11” for “bankruptcy proceeding”, and “provisions of title 11” for “bankruptcy law”; and substituted “a custodian” for “the receiver, custodian”, wherever appearing, and “recorded information, including books, documents, records, and papers, relating to the property or financial affairs” for “document affecting or relating to the property or affairs”, in two places.

1976—Pub. L. 94-550 inserted paragraph covering the knowing and fraudulent making of a false declaration, certificate, verification, or statement under penalty of perjury as permitted under section 1746 of title 28 or in relation to any bankruptcy proceeding.

1960—Pub. L. 86-701 included fraudulent transfers and concealment of property by persons in their individual capacity in sixth par.

Pub. L. 86-519 struck out “under oath” after “knowingly and fraudulently presents” in third par.

EFFECTIVE DATE OF 1994 AMENDMENT

Amendment by Pub. L. 103-394 effective Oct. 22, 1994, and not applicable with respect to cases commenced under Title 11, Bankruptcy, before Oct. 22, 1994, see section 702 of Pub. L. 103-394, set out as a note under section 101 of Title 11.

EFFECTIVE DATE OF 1978 AMENDMENT

Amendment by Pub. L. 95-598 effective Oct. 1, 1979, see section 402(a) of Pub. L. 95-598, set out as an Effective Date note preceding section 101 of Title 11, Bankruptcy.

SAVINGS PROVISION

Amendment by section 314 of Pub. L. 95-598 not to affect the application of chapter 9 (§151 et seq.), chapter

96 (§1961 et seq.), or section 2516, 3057, or 3284 of this title to any act of any person (1) committed before Oct. 1, 1979, or (2) committed after Oct. 1, 1979, in connection with a case commenced before such date, see section 403(d) of Pub. L. 95-598, set out as a note preceding section 101 of Title 11, Bankruptcy.

§ 153. Embezzlement against estate

(a) OFFENSE.—A person described in subsection (b) who knowingly and fraudulently appropriates to the person's own use, embezzles, spends, or transfers any property or secretes or destroys any document belonging to the estate of a debtor shall be fined under this title, imprisoned not more than 5 years, or both.

(b) PERSON TO WHOM SECTION APPLIES.—A person described in this subsection is one who has access to property or documents belonging to an estate by virtue of the person's participation in the administration of the estate as a trustee, custodian, marshal, attorney, or other officer of the court or as an agent, employee, or other person engaged by such an officer to perform a service with respect to the estate.

(June 25, 1948, ch. 645, 62 Stat. 690; Pub. L. 95-598, title III, §314(a)(1), (d)(1), (2), Nov. 6, 1978, 92 Stat. 2676, 2677; Pub. L. 103-322, title XXXIII, §330016(1)(K), Sept. 13, 1994, 108 Stat. 2147; Pub. L. 103-394, title III, §312(a)(1)(A), Oct. 22, 1994, 108 Stat. 4139; Pub. L. 104-294, title VI, §601(a)(1), Oct. 11, 1996, 110 Stat. 3497.)

HISTORICAL AND REVISION NOTES

Based on section 52(a) of title 11, U.S.C., 1940 ed., Bankruptcy (July 1, 1898, ch. 541, §29a, 30 Stat. 554; May 27, 1926, ch. 406, §11 (part), 44 Stat. 665; June 22, 1938, ch. 575, §1 (part), 52 Stat. 855).

Minor changes were made in phraseology.

AMENDMENTS

1996—Subsec. (a). Pub. L. 104-294 substituted "fined under this title" for "fined not more than \$5,000".

1994—Pub. L. 103-394 amended section generally. Prior to amendment, section read as follows: "Whoever knowingly and fraudulently appropriates to his own use, embezzles, spends, or transfers any property or secretes or destroys any document belonging to the estate of a debtor which came into his charge as trustee, custodian, marshal, or other officer of the court, shall be fined under this title or imprisoned not more than five years, or both."

Pub. L. 103-322 substituted "fined under this title" for "fined not more than \$5,000".

1978—Pub. L. 95-598 struck out "receiver" after "trustee" in section catchline and in text struck out "receiver," before "custodian" and substituted "debtor" for "bankrupt".

EFFECTIVE DATE OF 1994 AMENDMENT

Amendment by Pub. L. 103-394 effective Oct. 22, 1994, and not applicable with respect to cases commenced under Title 11, Bankruptcy, before Oct. 22, 1994, see section 702 of Pub. L. 103-394, set out as a note under section 101 of Title 11.

EFFECTIVE DATE OF 1978 AMENDMENT

Amendment by Pub. L. 95-598 effective Oct. 1, 1979, see section 402(a) of Pub. L. 95-598, set out as an Effective Date note preceding section 101 of Title 11, Bankruptcy.

SAVINGS PROVISION

Amendment by section 314 of Pub. L. 95-598 not to affect the application of chapter 9 (§151 et seq.), chapter 96 (§1961 et seq.), or section 2516, 3057, or 3284 of this

title to any act of any person (1) committed before Oct. 1, 1979, or (2) committed after Oct. 1, 1979, in connection with a case commenced before such date, see section 403(d) of Pub. L. 95-598, set out as a note preceding section 101 of Title 11, Bankruptcy.

§ 154. Adverse interest and conduct of officers

A person who, being a custodian, trustee, marshal, or other officer of the court—

(1) knowingly purchases, directly or indirectly, any property of the estate of which the person is such an officer in a case under title 11;

(2) knowingly refuses to permit a reasonable opportunity for the inspection by parties in interest of the documents and accounts relating to the affairs of estates in the person's charge by parties when directed by the court to do so; or

(3) knowingly refuses to permit a reasonable opportunity for the inspection by the United States Trustee of the documents and accounts relating to the affairs of an estate in the person's charge,

shall be fined under this title and shall forfeit the person's office, which shall thereupon become vacant.

(June 25, 1948, ch. 645, 62 Stat. 690; Pub. L. 95-598, title III, §314(a)(2), (e)(1), (2), Nov. 6, 1978, 92 Stat. 2676, 2677; Pub. L. 103-322, title XXXIII, §330016(1)(G), Sept. 13, 1994, 108 Stat. 2147; Pub. L. 103-394, title III, §312(a)(1)(A), Oct. 22, 1994, 108 Stat. 4139; Pub. L. 104-294, title VI, §601(a)(1), Oct. 11, 1996, 110 Stat. 3497.)

HISTORICAL AND REVISION NOTES

Based on section 52(c) of title 11, U.S.C., 1940 ed., Bankruptcy (July 1, 1898, ch. 541, §29c, 30 Stat. 554; June 22, 1938, ch. 575, §1 (part), 52 Stat. 856).

Minor changes were made in phraseology.

AMENDMENTS

1996—Pub. L. 104-294 substituted "fined under this title" for "fined not more than \$5,000" in closing provisions.

1994—Pub. L. 103-394 amended section generally. Prior to amendment, section read as follows:

"Whoever, being a custodian, trustee, marshal, or other officer of the court, knowingly purchases, directly or indirectly, any property of the estate of which he is such officer in a case under title 11; or

"Whoever being such officer, knowingly refuses to permit a reasonable opportunity for the inspection of the documents and accounts relating to the affairs of estates in his charge by parties in interest when directed by the court to do so—

"Shall be fined under this title, and shall forfeit his office, which shall thereupon become vacant."

Pub. L. 103-322 substituted "fined under this title" for "fined not more than \$500" in third par.

1978—Pub. L. 95-598 struck out "referees and other" before "officers" in section catchline, and in text struck out "Whoever knowingly acts as a referee in a case in which he is directly or indirectly interested; or" before "Whoever, being a" and "referee, receiver," before "custodian" and substituted "case under title 11" for "bankruptcy proceeding".

EFFECTIVE DATE OF 1994 AMENDMENT

Amendment by Pub. L. 103-394 effective Oct. 22, 1994, and not applicable with respect to cases commenced under Title 11, Bankruptcy, before Oct. 22, 1994, see section 702 of Pub. L. 103-394, set out as a note under section 101 of Title 11.



EFFECTIVE DATE OF 1978 AMENDMENT

Amendment by Pub. L. 95-598 effective Oct. 1, 1979, see section 402(a) of Pub. L. 95-598, set out as an Effective Date note preceding section 101 of Title 11, Bankruptcy.

SAVINGS PROVISION

Amendment by section 314 of Pub. L. 95-598 not to affect the application of chapter 9 (§151 et seq.), chapter 96 (§1961 et seq.), or section 2516, 3057, or 3284 of this title to any act of any person (1) committed before Oct. 1, 1979, or (2) committed after Oct. 1, 1979, in connection with a case commenced before such date, see section 403(d) of Pub. L. 95-598, set out as a note preceding section 101 of Title 11, Bankruptcy.

§ 155. Fee agreements in cases under title 11 and receiverships

Whoever, being a party in interest, whether as a debtor, creditor, receiver, trustee or representative of any of them, or attorney for any such party in interest, in any receivership or case under title 11 in any United States court or under its supervision, knowingly and fraudulently enters into any agreement, express or implied, with another such party in interest or attorney for another such party in interest, for the purpose of fixing the fees or other compensation to be paid to any party in interest or to any attorney for any party in interest for services rendered in connection therewith, from the assets of the estate, shall be fined under this title or imprisoned not more than one year, or both.

(June 25, 1948, ch. 645, 62 Stat. 690; May 24, 1949, ch. 139, §4, 63 Stat. 90; Pub. L. 95-598, title III, §314(f)(1), (2), Nov. 6, 1978, 92 Stat. 2677; Pub. L. 103-322, title XXXIII, §330016(1)(K), Sept. 13, 1994, 108 Stat. 2147.)

HISTORICAL AND REVISION NOTES

1948 ACT

Based on section 572a of title 28, U.S.C., 1940 ed., Judicial Code and Judiciary (Aug. 25, 1937, ch. 777, 50 Stat. 810.)

Words "upon conviction" were deleted as surplusage since punishment can be imposed only after a conviction.

A fine of "\$5,000" was substituted for "\$10,000" and "one year" for "five years", to reduce the offense to the grade of a misdemeanor and the punishment to an amount and term proportionate to the gravity of the offense.

Minor changes were made in phraseology.

1949 ACT

This amendment [see section 4] clarifies section 155 of title 18, U.S.C., by restating the first paragraph thereof in closer conformity with the original law, as it existed at the time of the enactment of the revision of title 18.

AMENDMENTS

1994—Pub. L. 103-322 substituted "fined under this title" for "fined not more than \$5,000".

1978—Pub. L. 95-598 substituted "cases under title 11 and receiverships" for "bankruptcy proceedings" in section catchline and in text "or case under title 11" for "bankruptcy or reorganization proceeding", inserted "knowingly and fraudulently" after "supervision.", and struck out penalty provision for a judge of a United States court to knowingly approve the payment of any fees or compensation that were fixed.

1949—Act May 24, 1949, inserted references to attorneys for any party in interest in three places, and substituted "in any United States court or under its super-

vision" for "in or under the supervision of any court of the United States".

EFFECTIVE DATE OF 1978 AMENDMENT

Amendment by Pub. L. 95-598 effective Oct. 1, 1979, see section 402(a) of Pub. L. 95-598, set out as an Effective Date note preceding section 101 of Title 11, Bankruptcy.

SAVINGS PROVISION

Amendment by section 314 of Pub. L. 95-598 not to affect the application of chapter 9 (§151 et seq.), chapter 96 (§1961 et seq.), or section 2516, 3057, or 3284 of this title to any act of any person (1) committed before Oct. 1, 1979, or (2) committed after Oct. 1, 1979, in connection with a case commenced before such date, see section 403(d) of Pub. L. 95-598, set out as a note preceding section 101 of Title 11, Bankruptcy.

§ 156. Knowing disregard of bankruptcy law or rule

(a) DEFINITIONS.—In this section—

(1) the term "bankruptcy petition preparer" means a person, other than the debtor's attorney or an employee of such an attorney, who prepares for compensation a document for filing; and

(2) the term "document for filing" means a petition or any other document prepared for filing by a debtor in a United States bankruptcy court or a United States district court in connection with a case under title 11.

(b) OFFENSE.—If a bankruptcy case or related proceeding is dismissed because of a knowing attempt by a bankruptcy petition preparer in any manner to disregard the requirements of title 11, United States Code, or the Federal Rules of Bankruptcy Procedure, the bankruptcy petition preparer shall be fined under this title, imprisoned not more than 1 year, or both.

(Added Pub. L. 103-394, title III, §312(a)(1)(B), Oct. 22, 1994, 108 Stat. 4140; amended Pub. L. 109-8, title XII, §1220, Apr. 20, 2005, 119 Stat. 195.)

REFERENCES IN TEXT

The Federal Rules of Bankruptcy Procedure, referred to in subsec. (b), are set out in the Appendix to Title 11, Bankruptcy.

AMENDMENTS

2005—Subsec. (a), Pub. L. 109-8, in first par., inserted "(1) the term" before "bankruptcy petition preparer" and substituted "; and" for period at end and, in second par., inserted "(2) the term" before "document for filing" and substituted "title 11" for "this title".

EFFECTIVE DATE OF 2005 AMENDMENT

Amendment by Pub. L. 109-8 effective 180 days after Apr. 20, 2005, and not applicable with respect to cases commenced under Title 11, Bankruptcy, before such effective date, except as otherwise provided, see section 1501 of Pub. L. 109-8, set out as a note under section 101 of Title 11.

EFFECTIVE DATE

Section effective Oct. 22, 1994, and not applicable with respect to cases commenced under Title 11, Bankruptcy, before Oct. 22, 1994, see section 702 of Pub. L. 103-394, set out as an Effective Date of 1994 Amendment note under section 101 of Title 11.

§ 157. Bankruptcy fraud

A person who, having devised or intending to devise a scheme or artifice to defraud and for

the purpose of executing or concealing such a scheme or artifice or attempting to do so—

(1) files a petition under title 11, including a fraudulent involuntary petition under section 303 of such title;

(2) files a document in a proceeding under title 11; or

(3) makes a false or fraudulent representation, claim, or promise concerning or in relation to a proceeding under title 11, at any time before or after the filing of the petition, or in relation to a proceeding falsely asserted to be pending under such title.

shall be fined under this title, imprisoned not more than 5 years, or both.

(Added Pub. L. 103-394, title III, §312(a)(1)(B), Oct. 22, 1994, 108 Stat. 4140; amended Pub. L. 109-8, title III, §332(c), Apr. 20, 2005, 119 Stat. 103; Pub. L. 111-327, §2(b), Dec. 22, 2010, 124 Stat. 3562.)

AMENDMENTS

2010—Par. (1). Pub. L. 111-327, §2(b)(1), struck out “bankruptcy” after “involuntary”.

Pars. (2), (3). Pub. L. 111-327, §2(b)(2), struck out “. including a fraudulent involuntary bankruptcy petition under section 303 of such title” after “title 11”.

2005—Pars. (1) to (3). Pub. L. 109-8, which directed insertion of “. including a fraudulent involuntary bankruptcy petition under section 303 of such title” after “title 11”, was executed by making the insertion after “title 11” wherever appearing, to reflect the probable intent of Congress.

EFFECTIVE DATE OF 2005 AMENDMENT

Amendment by Pub. L. 109-8 effective 180 days after Apr. 20, 2005, and not applicable with respect to cases commenced under Title 11, Bankruptcy, before such effective date, except as otherwise provided, see section 1501 of Pub. L. 109-8, set out as a note under section 101 of Title 11.

EFFECTIVE DATE

Section effective Oct. 22, 1994, and not applicable with respect to cases commenced under Title 11, Bankruptcy, before Oct. 22, 1994, see section 702 of Pub. L. 103-394, set out as an Effective Date of 1994 Amendment note under section 101 of Title 11.

§ 158. Designation of United States attorneys and agents of the Federal Bureau of Investigation to address abusive reaffirmations of debt and materially fraudulent statements in bankruptcy schedules

(a) IN GENERAL.—The Attorney General of the United States shall designate the individuals described in subsection (b) to have primary responsibility in carrying out enforcement activities in addressing violations of section 152 or 157 relating to abusive reaffirmations of debt. In addition to addressing the violations referred to in the preceding sentence, the individuals described under subsection (b) shall address violations of section 152 or 157 relating to materially fraudulent statements in bankruptcy schedules that are intentionally false or intentionally misleading.

(b) UNITED STATES ATTORNEYS AND AGENTS OF THE FEDERAL BUREAU OF INVESTIGATION.—The individuals referred to in subsection (a) are—

(1) the United States attorney for each judicial district of the United States; and

(2) an agent of the Federal Bureau of Investigation for each field office of the Federal Bureau of Investigation.

(c) BANKRUPTCY INVESTIGATIONS.—Each United States attorney designated under this section shall, in addition to any other responsibilities, have primary responsibility for carrying out the duties of a United States attorney under section 3057.

(d) BANKRUPTCY PROCEDURES.—The bankruptcy courts shall establish procedures for referring any case that may contain a materially fraudulent statement in a bankruptcy schedule to the individuals designated under this section.

(Added Pub. L. 109-8, title II, §203(b)(1), Apr. 20, 2005, 119 Stat. 49.)

EFFECTIVE DATE

Section effective 180 days after Apr. 20, 2005, and not applicable with respect to cases commenced under Title 11, Bankruptcy, before such effective date, except as otherwise provided, see section 1501 of Pub. L. 109-8, set out as an Effective Date of 2005 Amendment note under section 101 of Title 11.

CHAPTER 10—BIOLOGICAL WEAPONS

Sec.	
175.	Prohibitions with respect to biological weapons.
175a.	Requests for military assistance to enforce prohibition in certain emergencies.
175b.	Select agents; certain other agents. ¹
175c.	Variola virus.
176.	Seizure, forfeiture, and destruction.
177.	Injunctions.
178.	Definitions.

AMENDMENTS

2004—Pub. L. 108-458, title VI, §6911(b), Dec. 17, 2004, 118 Stat. 3775, added item 175c.

2002—Pub. L. 107-188, title II, §231(b)(2), June 12, 2002, 116 Stat. 661, substituted “Select agents; certain other agents” for “Possession by restricted persons” in item 175b.

2001—Pub. L. 107-56, title VIII, §817(3), Oct. 26, 2001, 115 Stat. 386, added item 175b.

1996—Pub. L. 104-201, div. A, title XIV, §1416(c)(1)(B), Sept. 23, 1996, 110 Stat. 2723, added item 175a.

§ 175. Prohibitions with respect to biological weapons

(a) IN GENERAL.—Whoever knowingly develops, produces, stockpiles, transfers, acquires, retains, or possesses any biological agent, toxin, or delivery system for use as a weapon, or knowingly assists a foreign state or any organization to do so, or attempts, threatens, or conspires to do the same, shall be fined under this title or imprisoned for life or any term of years, or both. There is extraterritorial Federal jurisdiction over an offense under this section committed by or against a national of the United States.

(b) ADDITIONAL OFFENSE.—Whoever knowingly possesses any biological agent, toxin, or delivery system of a type or in a quantity that, under the circumstances, is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose, shall be fined under this title, imprisoned not more than 10 years, or both. In this subsection, the terms “biological

¹ So in original. Does not conform to section catchline.



acted in 1861 there were no possessions, and hence the use of the words "State or Territory" was sufficient to describe the area then subject to the jurisdiction of the United States. The word "District" was inserted by the codifiers of the 1909 Criminal Code.

AMENDMENTS

2002—Pub. L. 107-273 substituted "under this title" for "not more than \$5,000".

§ 373. Solicitation to commit a crime of violence

(a) Whoever, with intent that another person engage in conduct constituting a felony that has as an element the use, attempted use, or threatened use of physical force against property or against the person of another in violation of the laws of the United States, and under circumstances strongly corroborative of that intent, solicits, commands, induces, or otherwise endeavors to persuade such other person to engage in such conduct, shall be imprisoned not more than one-half the maximum term of imprisonment or (notwithstanding section 3571) fined not more than one-half of the maximum fine prescribed for the punishment of the crime solicited, or both; or if the crime solicited is punishable by life imprisonment or death, shall be imprisoned for not more than twenty years.

(b) It is an affirmative defense to a prosecution under this section that, under circumstances manifesting a voluntary and complete renunciation of his criminal intent, the defendant prevented the commission of the crime solicited. A renunciation is not "voluntary and complete" if it is motivated in whole or in part by a decision to postpone the commission of the crime until another time or to substitute another victim or another but similar objective. If the defendant raises the affirmative defense at trial, the defendant has the burden of proving the defense by a preponderance of the evidence.

(c) It is not a defense to a prosecution under this section that the person solicited could not be convicted of the crime because he lacked the state of mind required for its commission, because he was incompetent or irresponsible, or because he is immune from prosecution or is not subject to prosecution.

(Added Pub. L. 98-473, title II, §1003(a), Oct. 12, 1984, 98 Stat. 2138; amended Pub. L. 99-646, §26, Nov. 10, 1986, 100 Stat. 3597; Pub. L. 103-322, title XXXIII, §330016(2)(A), Sept. 13, 1994, 108 Stat. 2148.)

AMENDMENTS

1994—Subsec. (a). Pub. L. 103-322 inserted "(notwithstanding section 3571)" before "fined not more than one-half".

1986—Subsec. (a). Pub. L. 99-646 substituted "property or against the person of another" for "the person or property of another" and inserted "life imprisonment or" before "death".

CHAPTER 21—CONTEMPTS

Sec.	
401.	Power of court.
402.	Contempts constituting crimes.
403.	Protection of the privacy of child victims and child witnesses.

AMENDMENTS

1990—Pub. L. 101-647, title II, §225(b)(2), Nov. 29, 1990, 104 Stat. 4806, added item 403.

1949—Act May 24, 1949, ch. 139, §8(a), (b), 63 Stat. 90, struck out "CONSTITUTING CRIMES" in chapter heading and substituted "Contempts constituting crimes" for "Criminal contempts" in item 402.

§ 401. Power of court

A court of the United States shall have power to punish by fine or imprisonment, or both, at its discretion, such contempt of its authority, and none other, as—

(1) Misbehavior of any person in its presence or so near thereto as to obstruct the administration of justice;

(2) Misbehavior of any of its officers in their official transactions;

(3) Disobedience or resistance to its lawful writ, process, order, rule, decree, or command.

(June 25, 1948, ch. 645, 62 Stat. 701; Pub. L. 107-273, div. B, title III, §3002(a)(1), Nov. 2, 2002, 116 Stat. 1805.)

HISTORICAL AND REVISION NOTES

Based on section 385 of title 28, U.S.C., 1940 ed., Judicial Code and Judiciary (Mar. 3, 1911, ch. 231, §268, 36 Stat. 1163).

Said section 385 conferred two powers. The first part authorizing courts of the United States to impose and administer oaths will remain in title 28, U.S.C., 1940 ed., Judicial Code and Judiciary. The second part relating to contempt of court constitutes this section.

Changes in phraseology and arrangement were made.

AMENDMENTS

2002—Pub. L. 107-273 inserted "or both," after "fine or imprisonment," in introductory provisions.

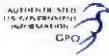
§ 402. Contempts constituting crimes

Any person, corporation or association willfully disobeying any lawful writ, process, order, rule, decree, or command of any district court of the United States or any court of the District of Columbia, by doing any act or thing therein, or thereby forbidden, if the act or thing so done be of such character as to constitute also a criminal offense under any statute of the United States or under the laws of any State in which the act was committed, shall be prosecuted for such contempt as provided in section 3691 of this title and shall be punished by a fine under this title or imprisonment, or both.

Such fine shall be paid to the United States or to the complainant or other party injured by the act constituting the contempt, or may, where more than one is so damaged, be divided or apportioned among them as the court may direct, but in no case shall the fine to be paid to the United States exceed, in case the accused is a natural person, the sum of \$1,000, nor shall such imprisonment exceed the term of six months.

This section shall not be construed to relate to contempts committed in the presence of the court, or so near thereto as to obstruct the administration of justice, nor to contempts committed in disobedience of any lawful writ, process, order, rule, decree, or command entered in any suit or action brought or prosecuted in the name of, or on behalf of, the United States, but the same, and all other cases of contempt not specifically embraced in this section may be punished in conformity to the prevailing usages at law.

For purposes of this section, the term "State" includes a State of the United States, the Dis-



Sec.
249. Hate crime acts.

AMENDMENTS

2009—Pub. L. 111-84, div. E, §4707(b), Oct. 28, 2009, 123 Stat. 2841, added item 249.

1994—Pub. L. 103-322, title XXXIII, §330023(a)(1), Sept. 13, 1994, 108 Stat. 2150, substituted "Freedom of access to clinic entrances" for "Blocking access to reproductive health services" in item 248.

Pub. L. 103-259, §4, May 26, 1994, 108 Stat. 697, added item 248.

1988—Pub. L. 100-690, title VII, §7018(b)(2), Nov. 18, 1988, 102 Stat. 4396, struck out "of citizens" after "rights" in item 241.

Pub. L. 100-346, §3, June 24, 1988, 102 Stat. 645, added item 247.

1976—Pub. L. 94-453, §4(b), Oct. 2, 1976, 90 Stat. 1517, added item 246.

1968—Pub. L. 90-284, title I, §102, Apr. 11, 1968, 82 Stat. 75, added item 245.

§ 241. Conspiracy against rights

If two or more persons conspire to injure, oppress, threaten, or intimidate any person in any State, Territory, Commonwealth, Possession, or District in the free exercise or enjoyment of any right or privilege secured to him by the Constitution or laws of the United States, or because of his having so exercised the same; or

If two or more persons go in disguise on the highway, or on the premises of another, with intent to prevent or hinder his free exercise or enjoyment of any right or privilege so secured—

They shall be fined under this title or imprisoned not more than ten years, or both; and if death results from the acts committed in violation of this section or if such acts include kidnapping or an attempt to kidnap, aggravated sexual abuse or an attempt to commit aggravated sexual abuse, or an attempt to kill, they shall be fined under this title or imprisoned for any term of years or for life, or both, or may be sentenced to death.

(June 25, 1948, ch. 645, 62 Stat. 696; Pub. L. 90-284, title I, §103(a), Apr. 11, 1968, 82 Stat. 75; Pub. L. 100-690, title VII, §7018(a), (b)(1), Nov. 18, 1988, 102 Stat. 4396; Pub. L. 103-322, title VI, §60006(a), title XXXII, §§320103(a), 320201(a), title XXXIII, §330016(1)(L), Sept. 13, 1994, 108 Stat. 1970, 2109, 2113, 2147; Pub. L. 104-294, title VI, §§604(b)(14)(A), 607(a), Oct. 11, 1996, 110 Stat. 3507, 3511.)

HISTORICAL AND REVISION NOTES

Based on title 18, U.S.C., 1940 ed., §51 (Mar. 4, 1909, ch. 321, §19, 35 Stat. 1692).

Clause making conspirator ineligible to hold office was omitted as incongruous because it attaches ineligibility to hold office to a person who may be a private citizen and who was convicted of conspiracy to violate a specific statute. There seems to be no reason for imposing such a penalty in the case of one individual crime, in view of the fact that other crimes do not carry such a severe consequence. The experience of the Department of Justice is that this unusual penalty has been an obstacle to successful prosecutions for violations of the act.

Mandatory punishment provision was rephrased in the alternative.

Minor changes in phraseology were made.

AMENDMENTS

1996—Pub. L. 104-294, §607(a), substituted "any State, Territory, Commonwealth, Possession, or District" for "any State, Territory, or District" in first par.

Pub. L. 104-294, §604(b)(14)(A), repealed Pub. L. 103-322, §320103(a)(1). See 1994 Amendment note below.

1994—Pub. L. 103-322, §330016(1)(L), substituted "They shall be fined under this title" for "They shall be fined not more than \$10,000" in third par.

Pub. L. 103-322, §320201(a), substituted "person in any State" for "inhabitant of any State" in first par.

Pub. L. 103-322, §320103(a)(2)-(4), in third par., substituted "results from the acts committed in violation of this section or if such acts include kidnapping or an attempt to kidnap, aggravated sexual abuse or an attempt to commit aggravated sexual abuse, or an attempt to kill, they shall be fined under this title or imprisoned for any term of years or for life, or both" for "results, they shall be subject to imprisonment for any term of years or for life".

Pub. L. 103-322, §320103(a)(1), which provided for amendment identical to Pub. L. 103-322, §330016(1)(L), above, was repealed by Pub. L. 104-294, §604(b)(14)(A).

Pub. L. 103-322, §60006(a), substituted ", or may be sentenced to death." for period at end of third par.

1988—Pub. L. 100-690 struck out "of citizens" after "rights" in section catchline and substituted "inhabitant of any State, Territory, or District" for "citizen" in text.

1968—Pub. L. 90-284 increased limitation on fines from \$5,000 to \$10,000 and provided for imprisonment for any term of years or for life when death results.

EFFECTIVE DATE OF 1996 AMENDMENT

Amendment by section 604(b)(14)(A) of Pub. L. 104-294 effective Sept. 13, 1994, see section 604(d) of Pub. L. 104-294, set out as a note under section 13 of this title.

SHORT TITLE OF 1996 AMENDMENT

Pub. L. 104-155, §1, July 3, 1996, 110 Stat. 1392, provided that: "This Act [amending section 247 of this title and section 10602 of Title 42, The Public Health and Welfare, enacting provisions set out as a note under section 247 of this title, and amending provisions set out as a note under section 534 of Title 28, Judiciary and Judicial Procedure] may be cited as the 'Church Arson Prevention Act of 1996'."

§ 242. Deprivation of rights under color of law

Whoever, under color of any law, statute, ordinance, regulation, or custom, willfully subjects any person in any State, Territory, Commonwealth, Possession, or District to the deprivation of any rights, privileges, or immunities secured or protected by the Constitution or laws of the United States, or to different punishments, pains, or penalties, on account of such person being an alien, or by reason of his color, or race, than are prescribed for the punishment of citizens, shall be fined under this title or imprisoned not more than one year, or both; and if bodily injury results from the acts committed in violation of this section or if such acts include the use, attempted use, or threatened use of a dangerous weapon, explosives, or fire, shall be fined under this title or imprisoned not more than ten years, or both; and if death results from the acts committed in violation of this section or if such acts include kidnapping or an attempt to kidnap, aggravated sexual abuse, or an attempt to commit aggravated sexual abuse, or an attempt to kill, shall be fined under this title, or imprisoned for any term of years or for life, or both, or may be sentenced to death.

(June 25, 1948, ch. 645, 62 Stat. 696; Pub. L. 90-284, title I, §103(b), Apr. 11, 1968, 82 Stat. 75; Pub. L. 100-690, title VII, §7019, Nov. 18, 1988, 102 Stat. 4396; Pub. L. 103-322, title VI, §60006(b), title XXXII, §§320103(b), 320201(b), title XXXIII,

18 U.S.C. § 1951

Section 1951 - Interference with commerce by threats or violence

(a) Whoever in any way or degree obstructs, delays, or affects commerce or the movement of any article or commodity in commerce, by robbery or extortion or attempts or conspires so to do, or commits or threatens physical violence to any person or property in furtherance of a plan or purpose to do anything in violation of this section shall be fined under this title or imprisoned not more than twenty years, or both.

(b) As used in this section-

(1) The term "robbery" means the unlawful taking or obtaining of personal property from the person or in the presence of another, against his will, by means of actual or threatened force, or violence, or fear of injury, immediate or future, to his person or property, or property in his custody or possession, or the person or property of a relative or member of his family or of anyone in his company at the time of the taking or obtaining.

(2) The term "extortion" means the obtaining of property from another, with his consent, induced by wrongful use of actual or threatened force, violence, or fear, or under color of official right.

(3) The term "commerce" means commerce within the District of Columbia, or any Territory or Possession of the United States; all commerce between any point in a State, Territory, Possession, or the District of Columbia and any point outside thereof; all commerce between points within the same State through any place outside such State; and all other commerce over which the United States has jurisdiction.

(c) This section shall not be construed to repeal, modify or affect section 17 of Title 15, sections 52, 101-115, 151-166 of Title 29 or sections 151-188 of Title 45.

18 U.S.C. § 1951

June 25, 1948, ch. 645, 62 Stat. 793; Pub. L. 103-322, title XXXIII, §330016(1)(L), Sept. 13, 1994, 108 Stat. 2147.

*HISTORICAL AND REVISION NOTES*Based on title 18, U.S.C., 1940 ed., §§420a-420e-1 (June 18, 1934, ch. 569, §§1-6, 48 Stat. 979, 980; July 3, 1946, ch. 537, 60 Stat. 420).Section consolidates sections 420a to 420e-1 of Title 18, U.S.C., 1940 ed., with changes in phraseology and arrangement necessary to effect consolidation.Provisions designating offense as felony were omitted as unnecessary in view of definitive section 1 of this title. (See reviser's note under section 550 of this title.) Subsection (c) of the revised section is derived from title II of the 1946 amendment. It substitutes references to specific sections of the United States Code, 1940 ed., in place of references to numerous acts of Congress, in conformity to the style of the revision bill. Subsection (c) as rephrased will preclude any construction of implied repeal of the specified acts of Congress codified in the sections enumerated.The words "attempts or conspires so to do" were substituted for sections 3 and 4 of the 1946 act, omitting as unnecessary the words "participates in an attempt" and the words "or acts in concert with another or with others", in view of section 2 of this title which makes any person who participates in an unlawful

No one shall be subjected to torture or to cruel, inhuman or degrading treatment or punishment.

UNIVERSAL DECLARATION OF HUMAN RIGHTS (1948, art. 5)
INTERNATIONAL COVENANT ON CIVIL AND POLITICAL RIGHTS (1976, art. 7)

[T]he term “torture“ means any act by which severe pain or suffering, whether physical or mental, is intentionally inflicted on a person for such purposes as obtaining from him or a third person information or a confession, punishing him for an act he or a third person has committed or is suspected of having committed, or intimidating or coercing him or a third person, or for any reason based on discrimination of any kind, when such pain or suffering is inflicted by or at the instigation of or with the consent or acquiescence of a public official or other person acting in an official capacity. It does not include pain or suffering arising only from, inherent in or incidental to lawful sanctions.

CONVENTION AGAINST TORTURE AND OTHER CRUEL, INHUMAN OR DEGRADING TREATMENT OR PUNISHMENT (1984, art. 1, para.1)



A bill of rights as provided in the ten original amendments to the constitution of the United States in force December 15, 1791. [n. p. 195-].

A Bill of Rights as provided in the Ten Original Amendments to The Constitution of the United States in force December 15, 1791.

Article I

Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press: or the right of the people peaceably to assemble, and to petition the Government for a redress of grievances.

Article II

A well regulated Militia, being necessary to the security of a free State, the right of the people to keep and bear Arms, shall not be infringed.

Article III

No Soldier shall, in time of peace be quartered in any house, without the consent of the Owner, nor in time of war, but in a manner to be prescribed by law.

Article IV

The right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated, and no Warrants shall issue, but upon probable cause, supported by Oath or affirmation, and particularly describing the place to be searched, and the persons or things to be seized.

Article V

No person shall be held to answer for a capital, or otherwise infamous crime, unless on a presentment or indictment of a Grand Jury, except in cases arising in the land or naval forces, or in the Militia, when in actual service in time of War or public danger; nor shall any person be subject for the same offence to be twice put in jeopardy of life or limb; nor shall be compelled in any Criminal Case to be a witness against himself, nor be deprived of life, liberty, or property, without due process of law; nor shall private property be taken for public use, without just compensation.

Article VI

A bill of rights as provided in the ten original amendments to the constitution of the United States in force December 15, 1791. [n. p. 195-]. <http://www.loc.gov/resource/rbpe.24404400>

determination of personal injury awards or wrongful death claims from the bankruptcy court's core judicial authority. 28 U.S.C. § 157(b)(2)(O).

Bankruptcy courts may also hear "related non-core" proceedings. *Cf. In re Gallucci*, 931 F.2d 738 (11th Cir. 1991) (bankruptcy court may not hear non-core, nonrelated matters). A proceeding "relates to" a bankruptcy case if its outcome affects the amount of property available for distribution of the allocation of property to creditors. *In re Emerald Acquisition Corp.*, 170 B.R. 632 (Bankr. N.D. Ill. 1994). In a non-core related case, absent the consent of the parties, the bankruptcy court must submit findings of fact and conclusions of law to the district court, which then enters judgment in the case. 28 U.S.C. § 157(c)(1) and (2). Case law has defined "related proceedings" as those proceedings that, in the absence of a petition in bankruptcy, the parties could bring in a state or district court. *See Moody v. Amoco Oil Company*, 734 F.2d 1200 (7th Cir. 1984) cert. den'd, 469 U.S. 982 (1984). *See also, In re Best Prod. Co., Inc.*, 168 B.R. 35 (Bankr. S.D. N.Y. 1994).

The bankruptcy judge determines whether a matter is core or non-core. *Eubanks v. Esenjay Petro Corp.*, 152 B.R. 459 (E.D. La. 1993). The judge may make this determination on her own motion or upon the timely motion of a party. 28 U.S.C. § 157(b)(3). The bankruptcy judge's determination that a proceeding is core -- either express or implied from his entering a final order -- is presumably subject to review on appeal. However, unless the objecting party appeals the determination in a timely fashion and the court reverses its decision, the final judgment or order will bind the parties even though the matter may have been truly non-core. *See DuVoisin v. Foster (In re Southern Indust. Banking Corp.)*, 809 F.2d 329, 331 (6th Cir. 1987).

5. Jurisdiction Over Property

28 U.S.C. § 1334(e) grants the bankruptcy court exclusive jurisdiction over all property, wherever located, of the debtor and the estate as of the commencement of the case. This section makes clear that a bankruptcy proceeding constitutes, in large measure, an in rem action for the purposes of collection, liquidation, and distribution of an estate. To this end, the bankruptcy court has exclusive jurisdiction over virtually all the debtor's property interests, disputes, ownership or lien interests in that property and about its disposition. In general, the property is accorded the bankruptcy court's protection, even if it was subject to the jurisdiction of another court at the time the bankruptcy petition was filed. This jurisdictional provision directly affects any

divorce action the non-debtor spouse may seek to commence or which is ongoing when the bankruptcy proceeding is filed. Absent abstention by the bankruptcy court of its exclusive jurisdiction over the debtor's property, the state court may not exercise jurisdiction over property of the debtor or property of the bankruptcy estate. *See e.g., In re Palmer*, 78 B.R. 402, 405-06 (Bankr. E.D.N.Y. 1987).

F. Bankruptcy Administration

One matter causing confusion and frustration to nonbankruptcy practitioners is the number of parties involved in the administration of the bankruptcy case. These parties include the bankruptcy judge, the United States Trustee's office, a panel or private trustee, the estate's professionals and, in limited circumstances, examiners. While a detailed discussion of the roles of each of these parties to a bankruptcy case would provide a topic for an entirely separate paper, a brief description is necessary for understanding the basics of bankruptcy.

1. The Bankruptcy Judge

Although technically not an "administrator," the bankruptcy judge (as described above) presides over cases and proceedings before the bankruptcy court. The role of the bankruptcy judge is comparable to that of other judges, i.e., to act as a finder of fact and to make conclusions of law based on presentation of evidence and argument to the court. The absence of the bankruptcy judge in administration is a noteworthy development of modern bankruptcy. Prior to the enactment of the Bankruptcy Code, the bankruptcy judge not only exercised judicial decision-making authority, but also supervised the administration of bankruptcy cases. The dual-role of the bankruptcy judge was, in the opinion of many, the most glaring defect in the former bankruptcy system. The very nature of administrative duties imposed by the court under the Bankruptcy Act encouraged, if not required informal contact among the bankruptcy judge, lawyers, and others participating in the bankruptcy administration. For this reason, the Bankruptcy Code separates the judicial and administrative functions. The United States Trustee's Office performs the administrative functions previously handled by bankruptcy judges.

2. The United States Trustee

The United States Trustee operates under the supervision of the United States Attorney General. The twenty-one regions, which consist of groups of federal judicial districts, comprise the United States Trustee system. 28 U.S.C. § 581(a). The Attorney General appoints a United States Trustee for each



Stat. 1091, 1160; Oct. 6, 1917, ch. 97, §§ 1, 2, 40 Stat. 395; June 10, 1922, ch. 216, §§ 1, 2, 42 Stat. 634).

Section consolidates certain provisions of sections 41(3), 371(3) and 371(4) of title 28, U.S.C., 1940 ed. Other provisions of sections 41(3) and 371(4), relating to seizures, are incorporated in section 1356 of this title. (See reviser's note thereunder.)

The "saving to suitors" clause in sections 41(3) and 371(3) of title 28, U.S.C., 1940 ed., was changed by substituting the words "any other remedy to which he is otherwise entitled" for the words "the right of a common law remedy where the common law is competent to give it." The substituted language is simpler and more expressive of the original intent of Congress and is in conformity with Rule 2 of the Federal Rules of Civil Procedure abolishing the distinction between law and equity.

Provisions of section 41(3) of title 28, U.S.C., 1940 ed., based on the 1917 and 1922 amendments, relating to remedies under State workmen's compensation laws, were deleted. Such amendments were held unconstitutional by the Supreme Court. (See *Knickerbocker Ice Co. v. Stewart*, 1920, 40 S.Ct. 438, 253 U.S. 149, 64 L.Ed. 834, and *State of Washington v. W. C. Dawson & Co.*, 1924, 44 S.Ct. 302, 264 U.S. 219, 68 L.Ed. 646.)

Words "libellant or petitioner" were substituted for "sutors" to describe moving party in admiralty cases. Changes were made in phraseology.

1949 ACT

This section amends section 1333(a)(1) of title 28, U.S.C., by substituting "sutors" for "libellant or petitioner" to conform to the language of the law in existence at the time of the enactment of the revision of title 28.

AMENDMENTS

1949—Subd. (1). Act May 24, 1949, substituted "sutors" for "libellant or petitioner".

§ 1334. Bankruptcy cases and proceedings

(a) Except as provided in subsection (b) of this section, the district courts shall have original and exclusive jurisdiction of all cases under title 11.

(b) Except as provided in subsection (e)(2), and notwithstanding any Act of Congress that confers exclusive jurisdiction on a court or courts other than the district courts, the district courts shall have original but not exclusive jurisdiction of all civil proceedings arising under title 11, or arising in or related to cases under title 11.

(c)(1) Except with respect to a case under chapter 15 of title 11, nothing in this section prevents a district court in the interest of justice, or in the interest of comity with State courts or respect for State law, from abstaining from hearing a particular proceeding arising under title 11 or arising in or related to a case under title 11.

(2) Upon timely motion of a party in a proceeding based upon a State law claim or State law cause of action, related to a case under title 11 but not arising under title 11 or arising in a case under title 11, with respect to which an action could not have been commenced in a court of the United States absent jurisdiction under this section, the district court shall abstain from hearing such proceeding if an action is commenced, and can be timely adjudicated, in a State forum of appropriate jurisdiction.

(d) Any decision to abstain or not to abstain made under subsection (c) (other than a decision not to abstain in a proceeding described in sub-

section (c)(2)) is not reviewable by appeal or otherwise by the court of appeals under section 158(d), 1291, or 1292 of this title or by the Supreme Court of the United States under section 1254 of this title. Subsection (c) and this subsection shall not be construed to limit the applicability of the stay provided for by section 362 of title 11, United States Code, as such section applies to an action affecting the property of the estate in bankruptcy.

(e) The district court in which a case under title 11 is commenced or is pending shall have exclusive jurisdiction—

(1) of all the property, wherever located, of the debtor as of the commencement of such case, and of property of the estate; and

(2) over all claims or causes of action that involve construction of section 327 of title 11, United States Code, or rules relating to disclosure requirements under section 327.

(June 25, 1948, ch. 646, 62 Stat. 931; Pub. L. 95-598, title II, § 238(a), Nov. 6, 1978, 92 Stat. 2667; Pub. L. 98-353, title I, § 101(a), July 10, 1984, 98 Stat. 333; Pub. L. 99-554, title I, § 144(e), Oct. 27, 1986, 100 Stat. 3096; Pub. L. 101-650, title III, § 309(b), Dec. 1, 1990, 104 Stat. 5113; Pub. L. 103-394, title I, § 104(b), Oct. 22, 1994, 108 Stat. 4109; Pub. L. 109-8, title III, § 324(a), title VIII, § 802(c)(2), title XII, § 1219, Apr. 20, 2005, 119 Stat. 98, 145, 195.)

HISTORICAL AND REVISION NOTES

Based on title 28, U.S.C., 1940 ed., §§ 41(19) and 371(6) (Mar. 3, 1911, ch. 231, §§ 24, par. 19, 256, par. 6, 36 Stat. 1093, 1160).

Changes in phraseology were made.

AMENDMENTS

2005—Subsec. (b). Pub. L. 109-8, § 324(a)(1), substituted "Except as provided in subsection (e)(2), and notwithstanding" for "Notwithstanding".

Subsec. (c)(1). Pub. L. 109-8, § 802(c)(2), substituted "Except with respect to a case under chapter 15 of title 11, nothing in" for "Nothing in".

Subsec. (d). Pub. L. 109-8, § 1219, substituted "made under subsection (c)" for "made under this subsection" and "Subsection (c) and this subsection" for "This subsection".

Subsec. (e). Pub. L. 109-8, § 324(a)(2), added subsec. (e) and struck out former subsec. (e) which read as follows: "The district court in which a case under title 11 is commenced or is pending shall have exclusive jurisdiction of all of the property, wherever located, of the debtor as of the commencement of such case, and of property of the estate."

1994—Subsecs. (c)(2), (d). Pub. L. 103-394, § 104(b)(2), inserted "(other than a decision not to abstain in a proceeding described in subsection (c)(2))" after "subsection" in second sentence of subsec. (c)(2) and designated that sentence and third sentence of subsec. (c)(2) as subsec. (d). Former subsec. (d) redesignated (e).

Subsec. (e). Pub. L. 103-394, § 104(b)(1), redesignated subsec. (d) as (e).

1990—Subsec. (c)(2). Pub. L. 101-650 inserted in second sentence "or not to abstain" after "to abstain" and "by the court of appeals under section 158(d), 1291, or 1292 of this title or by the Supreme Court of the United States under section 1254 of this title" before period at end.

1986—Subsec. (d). Pub. L. 99-554 substituted "and of property of the estate" for "and of the estate".

1984—Pub. L. 98-353 in amending section generally, substituted "cases" for "matters" in section catchline, designated existing provision as subsec. (a), and in subsec. (a) as so designated, substituted "Except as provided in subsection (b) of this section, the district" for "The district" and "original and exclusive jurisdiction

of all cases under title 11" for "original jurisdiction, exclusive of the courts of the States, of all matters and proceedings in bankruptcy", and added subsecs. (b) to (d).

1978—Pub. L. 95-598 directed the general amendment of section to relate to bankruptcy appeals, which amendment did not become effective pursuant to section 402(b) of Pub. L. 95-598, as amended, set out as an Effective Date note preceding section 101 of Title 11, Bankruptcy.

EFFECTIVE DATE OF 2005 AMENDMENT

Pub. L. 109-8, title III, §324(b), Apr. 20, 2005, 119 Stat. 98, provided that: "This section [amending this section] shall only apply to cases filed after the date of enactment of this Act [Apr. 20, 2005]."

Amendment by sections 802(c)(2) and 1219 of Pub. L. 109-8 effective 180 days after Apr. 20, 2005, and not applicable with respect to cases commenced under Title 11, Bankruptcy, before such effective date, except as otherwise provided, see section 1501 of Pub. L. 109-8, set out as a note under section 101 of Title 11.

EFFECTIVE DATE OF 1994 AMENDMENT

Amendment by Pub. L. 103-394 effective Oct. 22, 1994, and not applicable with respect to cases commenced under Title 11, Bankruptcy, before Oct. 22, 1994, see section 702 of Pub. L. 103-394, set out as a note under section 101 of Title 11.

EFFECTIVE DATE OF 1986 AMENDMENT

Amendment by Pub. L. 99-554 effective 30 days after Oct. 27, 1986, see section 302(a) of Pub. L. 99-554, set out as a note under section 581 of this title.

EFFECTIVE DATE OF 1984 AMENDMENT

Amendment by Pub. L. 98-353 effective July 10, 1984, except that subsec. (c)(2) not applicable with respect to cases under Title 11, Bankruptcy, that are pending on July 10, 1984, or to proceedings arising in or related to such cases, see section 123(a), (b) of Pub. L. 98-353, set out as an Effective Date note under section 151 of this title.

JURISDICTION OVER AND TRANSFER OF BANKRUPTCY CASES AND PROCEEDINGS

Pub. L. 98-353, title I, §115, July 10, 1984, 98 Stat. 343, provided that:

"(a) On the date of the enactment of this Act [July 10, 1984] the appropriate district court of the United States shall have jurisdiction of—

"(1) cases, and matters and proceedings in cases, under the Bankruptcy Act [former Title 11, Bankruptcy] that are pending immediately before such date in the bankruptcy courts continued by section 404(a) of the Act of November 6, 1978 (Public Law 95-598; 92 Stat. 2687) [formerly set out as a note preceding section 151 of this title], and

"(2) cases under title 11 of the United States Code, and proceedings arising under title 11 of the United States Code or arising in or related to cases under title 11 of the United States Code, that are pending immediately before such date in the bankruptcy courts continued by section 404(a) of the Act of November 6, 1978 (Public Law 95-598; 92 Stat. 2687).

"(b) On the date of the enactment of this Act [July 10, 1984], there shall be transferred to the appropriate district court of the United States appeals from final judgments, orders, and decrees of the bankruptcy courts pending immediately before such date in the bankruptcy appellate panels appointed under section 405(c) of the Act of November 6, 1978 (Public Law 95-598; 92 Stat. 2685) [formerly set out as a note preceding section 1471 of this title]."

§ 1335. Interpleader

(a) The district courts shall have original jurisdiction of any civil action of interpleader or

in the nature of interpleader filed by any person, firm, or corporation, association, or society having in his or its custody or possession money or property of the value of \$500 or more, or having issued a note, bond, certificate, policy of insurance, or other instrument of value or amount of \$500 or more, or providing for the delivery or payment or the loan of money or property of such amount or value, or being under any obligation written or unwritten to the amount of \$500 or more, if

(1) Two or more adverse claimants, of diverse citizenship as defined in subsection (a) or (d) of section 1332 of this title, are claiming or may claim to be entitled to such money or property, or to any one or more of the benefits arising by virtue of any note, bond, certificate, policy or other instrument, or arising by virtue of any such obligation; and if (2) the plaintiff has deposited such money or property or has paid the amount of or the loan or other value of such instrument or the amount due under such obligation into the registry of the court, there to abide the judgment of the court, or has given bond payable to the clerk of the court in such amount and with such surety as the court or judge may deem proper, conditioned upon the compliance by the plaintiff with the future order or judgment of the court with respect to the subject matter of the controversy.

(b) Such an action may be entertained although the titles or claims of the conflicting claimants do not have a common origin, or are not identical, but are adverse to and independent of one another.

(June 25, 1948, ch. 646, 62 Stat. 931; Pub. L. 109-2, §4(b)(1), Feb. 18, 2005, 119 Stat. 12.)

HISTORICAL AND REVISION NOTES

Based on title 28, U.S.C., 1940 ed., §41(26) (Mar. 3, 1911, ch. 231, §24, par. 26, as added Jan. 20, 1936, ch. 13, §1, 49 Stat. 1096).

Words "civil action" were substituted for "suits in equity"; word "plaintiff" was substituted for "complainant"; and word "judgment" was substituted for "decree," in order to make the language of this section conform with the Federal Rules of Civil Procedure.

The words "duly verified" following "in the nature of interpleader," near the beginning of the section, were omitted. Under Rule 11 of the Federal Rules of Civil Procedure pleadings are no longer required to be verified or accompanied by affidavit unless specially required by statute. Although verification was specially required by section 41(26) of title 28, U.S.C., 1940 ed., the need therefor is not apparent.

Provisions of section 41(26)(b) of title 28, U.S.C., 1940 ed., relating to venue are the basis of section 1397 of this title. (See, also, reviser's note under said section.)

Subsections (c) and (d) of said section 41(26) relating to issuance of injunctions constitute section 2361 of this title. (See reviser's note under said section.)

Subsection (e) of such section 41(26), relating to defense in nature of interpleader and joinder of additional parties, was omitted as unnecessary, such matters being governed by the Federal Rules of Civil Procedure. Changes were made in phraseology.

AMENDMENTS

2005—Subsec. (a)(1). Pub. L. 109-2 inserted "subsection (a) or (d) of" before "section 1332".

EFFECTIVE DATE OF 2005 AMENDMENT

Amendment by Pub. L. 109-2 applicable to any civil action commenced on or after Feb. 18, 2005, see section



attach thereto an affidavit, made by himself or by his duly authorized attorney or agent having knowledge of the facts, that such item is correct and has been necessarily incurred in the case and that the services for which fees have been charged were actually and necessarily performed.

(June 25, 1948, ch. 646, 62 Stat. 957.)

HISTORICAL AND REVISION NOTES

Based on title 28, U.S.C., 1940 ed., § 831 (R.S. § 984; June 10, 1921, ch. 18, § 304, 42 Stat. 24).

Section as revised conforms to existing Federal Practice. See note to subdivision (d) of Rule 54 of the Federal Rules of Civil Procedure. For discussion as to verification of bill of costs under existing practice, see—8 Hughes, *Federal Practice, Jurisdiction and Procedure—Civil and Criminal*, § 6441.

Words “or allowed by the General Accounting Office” were omitted as unnecessary. That office will not allow items in a tax bill for costs against the United States unless such bill has been taxed by the court, and the court, under this section, cannot tax as costs items in an unverified bill.

Changes were made in phraseology.

§ 1925. Admiralty and maritime cases

Except as otherwise provided by Act of Congress, the allowance and taxation of costs in admiralty and maritime cases shall be prescribed by rules promulgated by the Supreme Court.

(June 25, 1948, ch. 646, 62 Stat. 957.)

HISTORICAL AND REVISION NOTES

This section was drafted to make possible the promulgation of comprehensive and uniform rules governing costs in admiralty. Various enactments of Congress, all over 100 years old, relate to particular features of such matter, but do not set forth any comprehensive and uniform procedure. See, for example, sections 818, 826, and 827 of title 28, U.S.C., 1940 ed.

§ 1926. Court of Federal Claims

(a) The Judicial Conference of the United States shall prescribe from time to time the fees and costs to be charged and collected in the United States Court of Federal Claims.

(b) The court and its officers shall collect only such fees and costs as the Judicial Conference prescribes. The court may require advance payment of fees by rule.

(June 25, 1948, ch. 646, 62 Stat. 957; Pub. L. 97-164, title I, § 139(p)(1), Apr. 2, 1982, 96 Stat. 44; Pub. L. 102-572, title IX, § 902(b), Oct. 29, 1992, 106 Stat. 4516.)

HISTORICAL AND REVISION NOTES

Based on title 28, U.S.C., 1940 ed., § 304 (Mar. 3, 1911, ch. 231, § 191, 36 Stat. 1144).

For distribution of other provisions of section 304 of title 28, U.S.C., 1940 ed., see Distribution Table.

Changes were made in phraseology.

AMENDMENTS

1992—Pub. L. 102-572 substituted “Court of Federal Claims” for “Claims Court” as section catchline and “United States Court of Federal Claims” for “United States Claims Court” in subsec. (a).

1982—Pub. L. 97-164 substituted “Claims Court” for “Court of Customs and Patent Appeals” as section catchline and, in text substituted provisions directing the Judicial Conference of the United States to prescribe from time to time the fees and costs to be

charged and collected in the United States Claims Court and directing the court and its officers to collect only such fees and costs as the Judicial Conference prescribes, with the court authorized to require advance payment of fees by rule for provisions which had directed that fees and costs in the Court of Customs and Patent Appeals be fixed by a table of fees adopted by such court and approved by the Supreme Court, that the fees and costs so fixed not exceed the fees and costs charged in the Supreme Court, and that the fees be accounted for and paid over to the Treasury.

EFFECTIVE DATE OF 1992 AMENDMENT

Amendment by Pub. L. 102-572 effective Oct. 29, 1992, see section 911 of Pub. L. 102-572, set out as a note under section 171 of this title.

EFFECTIVE DATE OF 1982 AMENDMENT

Amendment by Pub. L. 97-164 effective Oct. 1, 1982, see section 402 of Pub. L. 97-164, set out as a note under section 171 of this title.

COURT FEES FOR ELECTRONIC ACCESS TO INFORMATION

Judicial Conference to prescribe reasonable fees for collection by courts under this section for access to information available through automatic data processing equipment and fees to be deposited in Judiciary Automation Fund, see section 303 of Pub. L. 102-140, set out as a note under section 1913 of this title.

§ 1927. Counsel’s liability for excessive costs

Any attorney or other person admitted to conduct cases in any court of the United States or any Territory thereof who so multiplies the proceedings in any case unreasonably and vexatiously may be required by the court to satisfy personally the excess costs, expenses, and attorneys’ fees reasonably incurred because of such conduct.

(June 25, 1948, ch. 646, 62 Stat. 957; Pub. L. 96-349, § 3, Sept. 12, 1980, 94 Stat. 1156.)

HISTORICAL AND REVISION NOTES

Based on title 28, U.S.C., 1940 ed., § 829 (R.S. § 982).

Word “personally” was inserted upon authority of *Motion Picture Patents Co. v. Steiner et al.*, 1912, 201 F. 63, 119 C.C.A. 401. Reference to “proctor” was omitted as covered by the revised section.

See definition of “court of the United States” in section 451 of this title.

Changes were made in phraseology.

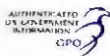
AMENDMENTS

1980—Pub. L. 96-349 substituted judicial authorization to require attorneys to satisfy excess costs, expenses, and attorneys’ fees reasonably incurred because of multiplication of proceedings for such prior authority to impose liability for increased costs based on multiplication of proceedings.

§ 1928. Patent infringement action; disclaimer not filed

Whenever a judgment is rendered for the plaintiff in any patent infringement action involving a part of a patent and it appears that the patentee, in his specifications, claimed to be, but was not, the original and first inventor or discoverer of any material or substantial part of the thing patented, no costs shall be included in such judgment, unless the proper disclaimer has been filed in the United States Patent and Trademark Office prior to the commencement of the action.

(June 25, 1948, ch. 646, 62 Stat. 957; Pub. L. 106-113, div. B, § 1000(a)(9) [title IV, § 4732(b)(17)], Nov. 29, 1999, 113 Stat. 1536, 1501A-585.)



AMENDMENTS

2008—Subsecs. (e) to (h). Pub. L. 110-325 added subsecs. (e) to (h).

EFFECTIVE DATE OF 2008 AMENDMENT

Amendment by Pub. L. 110-325 effective Jan. 1, 2009, see section 8 of Pub. L. 110-325, set out as a note under section 705 of Title 29, Labor.

§ 12202. State immunity

A State shall not be immune under the eleventh amendment to the Constitution of the United States from an action in¹ Federal or State court of competent jurisdiction for a violation of this chapter. In any action against a State for a violation of the requirements of this chapter, remedies (including remedies both at law and in equity) are available for such a violation to the same extent as such remedies are available for such a violation in an action against any public or private entity other than a State.

(Pub. L. 101-336, title V, §502, July 26, 1990, 104 Stat. 370.)

REFERENCES IN TEXT

This chapter, referred to in text, was in the original "this Act", meaning Pub. L. 101-336, July 26, 1990, 104 Stat. 327, which is classified principally to this chapter. For complete classification of this Act to the Code, see Short Title note set out under section 12101 of this title and Tables.

§ 12203. Prohibition against retaliation and coercion**(a) Retaliation**

No person shall discriminate against any individual because such individual has opposed any act or practice made unlawful by this chapter or because such individual made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this chapter.

(b) Interference, coercion, or intimidation

It shall be unlawful to coerce, intimidate, threaten, or interfere with any individual in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other individual in the exercise or enjoyment of, any right granted or protected by this chapter.

(c) Remedies and procedures

The remedies and procedures available under sections 12117, 12133, and 12188 of this title shall be available to aggrieved persons for violations of subsections (a) and (b), with respect to subchapter I, subchapter II and subchapter III, respectively.

(Pub. L. 101-336, title V, §503, July 26, 1990, 104 Stat. 370.)

REFERENCES IN TEXT

This chapter, referred to in subsecs. (a) and (b), was in the original "this Act", meaning Pub. L. 101-336, July 26, 1990, 104 Stat. 327, which is classified principally to this chapter. For complete classification of this Act to the Code, see Short Title note set out under section 12101 of this title and Tables.

¹ So in original. Probably should be "in a".

CONSTITUTIONALITY

For constitutionality of section 503 of Pub. L. 101-336, see Congressional Research Service, *The Constitution of the United States of America: Analysis and Interpretation*, Appendix 1, Acts of Congress Held Unconstitutional in Whole or in Part by the Supreme Court of the United States.

§ 12204. Regulations by Architectural and Transportation Barriers Compliance Board**(a) Issuance of guidelines**

Not later than 9 months after July 26, 1990, the Architectural and Transportation Barriers Compliance Board shall issue minimum guidelines that shall supplement the existing Minimum Guidelines and Requirements for Accessible Design for purposes of subchapters II and III of this chapter.

(b) Contents of guidelines

The supplemental guidelines issued under subsection (a) shall establish additional requirements, consistent with this chapter, to ensure that buildings, facilities, rail passenger cars, and vehicles are accessible, in terms of architecture and design, transportation, and communication, to individuals with disabilities.

(c) Qualified historic properties**(1) In general**

The supplemental guidelines issued under subsection (a) shall include procedures and requirements for alterations that will threaten or destroy the historic significance of qualified historic buildings and facilities as defined in 4.1.7(1)(a) of the Uniform Federal Accessibility Standards.

(2) Sites eligible for listing in National Register

With respect to alterations of buildings or facilities that are eligible for listing in the National Register of Historic Places under division A of subtitle III of title 54, the guidelines described in paragraph (1) shall, at a minimum, maintain the procedures and requirements established in 4.1.7(1) and (2) of the Uniform Federal Accessibility Standards.

(3) Other sites

With respect to alterations of buildings or facilities designated as historic under State or local law, the guidelines described in paragraph (1) shall establish procedures equivalent to those established by 4.1.7(1)(b) and (c) of the Uniform Federal Accessibility Standards, and shall require, at a minimum, compliance with the requirements established in 4.1.7(2) of such standards.

(Pub. L. 101-336, title V, §504, July 26, 1990, 104 Stat. 370; Pub. L. 113-287, §5(k)(5), Dec. 19, 2014, 128 Stat. 3270.)

REFERENCES IN TEXT

This chapter, referred to in subsecs. (a) and (b), was in the original "this Act", meaning Pub. L. 101-336, July 26, 1990, 104 Stat. 327, which is classified principally to this chapter. For complete classification of this Act to the Code, see Short Title note set out under section 12101 of this title and Tables.

AMENDMENTS

2014—Subsec. (c)(2). Pub. L. 113-287 substituted "division A of subtitle III of title 54" for "the National Historic Preservation Act (16 U.S.C. 470 et seq.)".



§ 5.18

285.13 for standards defining when a “delinquency” is “resolved” for purposes of this prohibition.

(b) *Suspension or revocation of eligibility for licenses, permits, or privileges.* Unless prohibited by law, Treasury entities should suspend or revoke licenses, permits, or other privileges for any inexcusable or willful failure of a debtor to pay a debt. The Treasury entity responsible for distributing the licenses, permits, or other privileges will establish policies and procedures governing suspension and revocation for delinquent debtors. If applicable, Treasury entities will advise the debtor in the notice required by § 5.4 of this part of the Treasury entities’ ability to suspend or revoke licenses, permits or privileges. See § 5.4(a)(16) of this part.

§ 5.18 How does a debtor request a special review based on a change in circumstances such as catastrophic illness, divorce, death, or disability?

(a) *Material change in circumstances.* A debtor who owes a Treasury debt may, at any time, request a special review by the applicable Treasury entity of the amount of any offset, administrative wage garnishment, or voluntary payment, based on materially changed circumstances beyond the control of the debtor such as, but not limited to, catastrophic illness, divorce, death, or disability.

(b) *Inability to pay.* For purposes of this section, in determining whether an involuntary or voluntary payment would prevent the debtor from meeting essential subsistence expenses (costs incurred for food, housing, clothing, transportation, and medical care), the debtor shall submit a detailed statement and supporting documents for the debtor, his or her spouse, and dependents, indicating:

- (1) Income from all sources;
- (2) Assets;
- (3) Liabilities;
- (4) Number of dependents;
- (5) Expenses for food, housing, clothing, and transportation;
- (6) Medical expenses; and
- (7) Exceptional expenses, if any.

(c) *Alternative payment arrangement.* If the debtor requests a special review under this section, the debtor shall submit an alternative proposed payment schedule and a statement to the

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Treasury entity collecting the debt, with supporting documents, showing why the current offset, garnishment or repayment schedule imposes an extreme financial hardship on the debtor. The Treasury entity will evaluate the statement and documentation and determine whether the current offset, garnishment, or repayment schedule imposes extreme financial hardship on the debtor. The Treasury entity shall notify the debtor in writing of such determination, including, if appropriate, a revised offset, garnishment, or payment schedule. If the special review results in a revised offset, garnishment, or repayment schedule, the Treasury entity will notify the appropriate agency or other persons about the new terms.

§ 5.19 Will Treasury entities issue a refund if money is erroneously collected on a debt?

Treasury entities shall promptly refund to a debtor any amount collected on a Treasury debt when the debt is waived or otherwise found not to be owed to the United States, or as otherwise required by law. Refunds under this part shall not bear interest unless required by law.

Subpart C—Procedures for Offset of Treasury Department Payments To Collect Debts Owed to Other Federal Agencies

§ 5.20 How do other Federal agencies use the offset process to collect debts from payments issued by a Treasury entity?

(a) *Offset of Treasury entity payments to collect debts owed to other Federal agencies.* (1) In most cases, Federal agencies submit eligible debts to the Treasury Offset Program to collect delinquent debts from payments issued by Treasury entities and other Federal agencies, a process known as “centralized offset.” When centralized offset is not available or appropriate, any Federal agency may ask a Treasury entity (when acting as a “payment agency”) to collect a debt owed to such agency by offsetting funds payable to a debtor by the Treasury entity, including salary payments issued to Treasury entity employees. This section and § 5.21 of



I was not on State or Federal Assistance in Tennessee, but that was only because I was NOT provided with any NOTICE that I NEEDED to be. To have any chance at SURVIVING without being geographically DISPLACED, by hundreds of miles, to meet my most basic needs of SHELTER and FOOD. I never imagined I would be destroyed by a Court that refused to even HEAR me.

§ 570.602

(b) Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959–1963 Comp., p. 652; 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing), and implementing regulations in 24 CFR part 107, also apply.

[61 FR 11477, Mar. 20, 1996, as amended at 80 FR 42368, July 16, 2015]

§ 570.602 Section 109 of the Act.

Section 109 of the Act requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.

[64 FR 3802, Jan. 25, 1999]

§ 570.603 Labor standards.

(a) Section 110(a) of the Act contains labor standards that apply to nonvolunteer labor financed in whole or in part with assistance received under the Act. In accordance with section 110(a) of the Act, the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) also applies. However, these requirements apply to the rehabilitation of residential property only if such property contains not less than 8 units.

(b) The regulations in 24 CFR part 70 apply to the use of volunteers.

[61 FR 11477, Mar. 20, 1996]

§ 570.604 Environmental standards.

For purposes of section 104(g) of the Act, the regulations in 24 CFR part 58 specify the other provisions of law which further the purposes of the National Environmental Policy Act of 1969, and the procedures by which grantees must fulfill their environmental responsibilities. In certain cases, grantees assume these environ-

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mental review, decisionmaking, and action responsibilities by execution of grant agreements with the Secretary.

[61 FR 11477, Mar. 20, 1996]

§ 570.605 National Flood Insurance Program.

Notwithstanding the date of HUD approval of the recipient's application (or, in the case of grants made under subpart D of this part or HUD-administered small cities recipients in Hawaii, the date of submission of the grantee's consolidated plan, in accordance with 24 CFR part 91), section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) and the regulations in 44 CFR parts 59 through 79 apply to funds provided under this part 570.

[61 FR 11477, Mar. 20, 1996]

§ 570.606 Displacement, relocation, acquisition, and replacement of housing.

(a) *General policy for minimizing displacement.* Consistent with the other goals and objectives of this part, grantees (or States or state recipients, as applicable) shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of activities assisted under this part.

(b) *Relocation assistance for displaced persons at URA levels.* (1) A displaced person shall be provided with relocation assistance at the levels described in, and in accordance with the requirements of 49 CFR part 24, which contains the government-wide regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4601–4655).

(2) *Displaced person.* (i) For purposes of paragraph (b) of this section, the term “displaced person” means any person (family, individual, business, nonprofit organization, or farm) that moves from real property, or moves his or her personal property from real property, permanently and involuntarily, as a direct result of rehabilitation, demolition, or acquisition for an

I was FORCED out of my HALF-MILLION-DOLLAR BRENTWOOD HOME, with just a FIVE-DAY NOTICE, based entirely upon "Fraud Upon the Court by Officers of the Court", a Conspiracy Against my Rights, Under Color of Law, while denying my tenant's & I any LAWFUL (or ADA) considerations, required by LAW! PROFITING NO ONE other than the COURT, COUNSEL and their "FRIENDS"!

Ofc. of Asst. Secy., Comm. Planning, Develop., HUD

§ 570.606

activity assisted under this part. A permanent, involuntary move for an assisted activity includes a permanent move from real property that is made:

(A) After notice by the grantee (or the state recipient, if applicable) to move permanently from the property, if the move occurs after the initial official submission to HUD (or the State, as applicable) for grant, loan, or loan guarantee funds under this part that are later provided or granted.

(B) After notice by the property owner to move permanently from the property, if the move occurs after the date of the submission of a request for financial assistance by the property owner (or person in control of the site) that is later approved for the requested activity.

(C) Before the date described in paragraph (b)(2)(i)(A) or (B) of this section, if either HUD or the grantee (or State, as applicable) determines that the displacement directly resulted from acquisition, rehabilitation, or demolition for the requested activity.

(D) After the "initiation of negotiations" if the person is the tenant-occupant of a dwelling unit and any one of the following three situations occurs:

(1) The tenant has not been provided with a reasonable opportunity to lease and occupy a suitable decent, safe, and sanitary dwelling in the same building/complex upon the completion of the project, including a monthly rent that does not exceed the greater of the tenant's monthly rent and estimated average utility costs before the initiation of negotiations or 30 percent of the household's average monthly gross income; or

(2) The tenant is required to relocate temporarily for the activity but the tenant is not offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, including the cost of moving to and from the temporary location and any increased housing costs, or other conditions of the temporary relocation are not reasonable; and the tenant does not return to the building/complex; or

(3) The tenant is required to move to another unit in the building/complex, but is not offered reimbursement for

all reasonable out-of-pocket expenses incurred in connection with the move.

(ii) Notwithstanding the provisions of paragraph (b)(2)(i) of this section, the term "*displaced person*-" does not include:

(A) A person who is evicted for cause based upon serious or repeated violations of material terms of the lease or occupancy agreement. To exclude a person on this basis, the grantee (or State or state recipient, as applicable) must determine that the eviction was not undertaken for the purpose of evading the obligation to provide relocation assistance under this section;

(B) A person who moves into the property after the date of the notice described in paragraph (b)(2)(i)(A) or (B) of this section, but who received a written notice of the expected displacement before occupancy.

(C) A person who is not displaced as described in 49 CFR 24.2(g)(2).

(D) A person who the grantee (or State, as applicable) determines is not displaced as a direct result of the acquisition, rehabilitation, or demolition for an assisted activity. To exclude a person on this basis, HUD must concur in that determination.

(iii) A grantee (or State or state recipient, as applicable) may, at any time, request HUD to determine whether a person is a displaced person under this section.

(3) *Initiation of negotiations.* For purposes of determining the type of replacement housing assistance to be provided under paragraph (b) of this section, if the displacement is the direct result of privately undertaken rehabilitation, demolition, or acquisition of real property, the term "*initiation of negotiations*" means the execution of the grant or loan agreement between the grantee (or State or state recipient, as applicable) and the person owning or controlling the real property.

(c) *Residential antidisplacement and relocation assistance plan.* The grantee shall comply with the requirements of 24 CFR part 42, subpart B.

(d) *Optional relocation assistance.* Under section 105(a)(11) of the Act, the grantee may provide (or the State may permit the state recipient to provide, as applicable) relocation payments and other relocation assistance to persons

Judge Michael W. Binkley of the Williamson County Chancery Court, in Franklin Tennessee, Attorney Virginia Lee Story, Attorney Kathryn Lynn Yarbrough, Clerk & Master Elaine Beaty Beeler, Bankruptcy Attorney Mary Beth Ausbrooks, Attorney Alexander Sergey Koval, Chapter-13 Trustee Henry Edward Hildebrand leveraged the WCSO in the commission & enforcement of FELONIES!

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displaced by activities that are not subject to paragraph (b) or (c) of this section. The grantee may also provide (or the State may also permit the state recipient to provide, as applicable) relocation assistance to persons receiving assistance under paragraphs (b) or (c) of this section at levels in excess of those required by these paragraphs. Unless such assistance is provided under State or local law, the grantee (or state recipient, as applicable) shall provide such assistance only upon the basis of a written determination that the assistance is appropriate (see, e.g., 24 CFR 570.201(i), as applicable). The grantee (or state recipient, as applicable) must adopt a written policy available to the public that describes the relocation assistance that the grantee (or state recipient, as applicable) has elected to provide and that provides for equal relocation assistance within each class of displaced persons.

(e) *Acquisition of real property.* The acquisition of real property for an assisted activity is subject to 49 CFR part 24, subpart B.

(f) *Appeals.* If a person disagrees with the determination of the grantee (or the state recipient, as applicable) concerning the person's eligibility for, or the amount of, a relocation payment under this section, the person may file a written appeal of that determination with the grantee (or state recipient, as applicable). The appeal procedures to be followed are described in 49 CFR 24.10. In addition, a low- or moderate-income household that has been displaced from a dwelling may file a written request for review of the grantee's decision to the HUD Field Office. For purposes of the State CDBG program, a low- or moderate-income household may file a written request for review of the state recipient's decision with the State.

(g) *Responsibility of grantee or State.*

(1) The grantee (or State, if applicable) is responsible for ensuring compliance with the requirements of this section, notwithstanding any third party's contractual obligation to the grantee to comply with the provisions of this section. For purposes of the State CDBG program, the State shall require state recipients to certify that they will

comply with the requirements of this section.

(2) The cost of assistance required under this section may be paid from local public funds, funds provided under this part, or funds available from other sources.

(3) The grantee (or State and state recipient, as applicable) must maintain records in sufficient detail to demonstrate compliance with the provisions of this section.

(Approved by the Office of Management and Budget under OMB control number 2506-0102)

[61 FR 11477, Mar. 20, 1996, as amended at 61 FR 51760, Oct. 3, 1996]

§ 570.607 Employment and contracting opportunities.

To the extent that they are otherwise applicable, grantees shall comply with:

(a) Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR 1964-1965 Comp. p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970., p. 803; 3 CFR, 1978 Comp., p. 230; 3 CFR, 1978 Comp., p. 264 (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), 67 FR 77141, 3 CFR, 2002 Comp., p. 258; and the implementing regulations at 41 CFR chapter 60; and

(b) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135.

[68 FR 56405, Sept. 30, 2003]

§ 570.608 Lead-based paint.

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part apply to activities under this program.

[64 FR 50226, Sept. 15, 1999]

§ 570.609 Use of debarred, suspended or ineligible contractors or sub-recipients.

The requirements set forth in 24 CFR part 5 apply to this program.

[61 FR 5209, Feb. 9, 1996]



A bill of rights as provided in the ten original amendments to the constitution of the United States in force December 15, 1791. [n. p. 195-].

A Bill of Rights as provided in the Ten Original Amendments to The Constitution of the United States in force December 15, 1791.

Article I

Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press: or the right of the people peaceably to assemble, and to petition the Government for a redress of grievances.

Article II

A well regulated Militia, being necessary to the security of a free State, the right of the people to keep and bear Arms, shall not be infringed.

Article III

No Soldier shall, in time of peace be quartered in any house, without the consent of the Owner, nor in time of war, but in a manner to be prescribed by law.

Article IV

The right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated, and no Warrants shall issue, but upon probable cause, supported by Oath or affirmation, and particularly describing the place to be searched, and the persons or things to be seized.

Article V

No person shall be held to answer for a capital, or otherwise infamous crime, unless on a presentment or indictment of a Grand Jury, except in cases arising in the land or naval forces, or in the Militia, when in actual service in time of War or public danger; nor shall any person be subject for the same offence to be twice put in jeopardy of life or limb; nor shall be compelled in any Criminal Case to be a witness against himself, nor be deprived of life, liberty, or property, without due process of law; nor shall private property be taken for public use, without just compensation.

Article VI

A bill of rights as provided in the ten original amendments to the constitution of the United States in force December 15, 1791. [n. p. 195-]. <http://www.loc.gov/resource/rbpe.24404400>



In all criminal prosecutions, "the accused shall enjoy the right to a speedy and public trial, by an impartial jury of the State and district wherein the crime shall have been committed, which district shall have been previously ascertained by law, and to be informed of the nature and cause of the accusation; to be confronted with the witnesses against him; to have compulsory process for obtaining Witnesses in his favor, and to have the Assistance of Counsel for his defence.

Article VII

In Suits at common law, where the value in controversy shall exceed twenty dollars, the right of trial by jury shall be preserved, and no fact tried by a jury shall be otherwise re-examined in any Court of the United States, than according to the rules of the common law.

Article VIII

Excessive bail shall not be required, nor excessive fines imposed, nor cruel and unusual punishments inflicted.

Article IX

The enumeration in the Constitution, of certain rights, shall not be construed to deny or disparage others retained by the people.

Article X

The powers not delegated to the United States by the Constitution, nor prohibited by it to the States, are reserved to the States respectively, or to the people.

A bill of rights as provided in the ten original amendments to the constitution of the United States in force December 15, 1791. [n. p. 195-]. <http://www.loc.gov/resource/rbpe.24404400>

CONSTITUTION ANNOTATED

Analysis and Interpretation of the U.S. Constitution

Amdt5.4.4.2.1 Deprivations of Liberty

Fifth Amendment:

No person shall be held to answer for a capital, or otherwise infamous crime, unless on a presentment or indictment of a Grand Jury, except in cases arising in the land or naval forces, or in the Militia, when in actual service in time of War or public danger; nor shall any person be subject for the same offence to be twice put in jeopardy of life or limb; nor shall be compelled in any criminal case to be a witness against himself, nor be deprived of life, liberty, or property, without due process of law; nor shall private property be taken for public use, without just compensation.

With respect to liberty interests, the Court has followed a similarly meandering path. Although the traditional concept of liberty was freedom from physical restraint, the Court has expanded the concept to include various other protected interests, some statutorily created and some not.¹ Thus, in *Ingraham v. Wright*,² the Court unanimously agreed that school children had a liberty interest in freedom from wrongfully or excessively administered corporal punishment, whether or not such interest was protected by statute. “The liberty preserved from deprivation without due process included the right ‘generally to enjoy those privileges long recognized at common law as essential to the orderly pursuit of happiness by free men.’ . . . Among the historic liberties so protected was a right to be free from, and to obtain judicial relief for, unjustified intrusions on personal security.”³

The Court also appeared to have expanded the notion of “liberty” to include the right to be free of official stigmatization, and found that such threatened stigmatization could in and of itself require due process.⁴ Thus, in *Wisconsin v. Constantineau*,⁵ the Court invalidated a statutory scheme in which persons could be labeled “excessive drinkers,” without any opportunity for a hearing and rebuttal, and could then be barred from places where alcohol was served.



The 14th Amendment and Due Process

The 14th Amendment to the United States Constitution

Section 1. No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.

Within months of the end of the Civil War, former rebellious Confederate states began passing Black Codes. These laws were designed to restrict the civil rights of recently freed African Americans. Though the 13th Amendment had ended slavery, it did not specifically assure the rights of citizenship. Congress soon passed a Civil Rights Act to assure equal civic participation and protection for black people. But President Andrew Johnson vetoed it. He believed that Congress lacked the constitutional authority to enact the law. Congress overrode the veto, but a new constitutional amendment was needed to make sure that civil rights legislation would be constitutional.



Dred Scott (Library of Congress)

This was the 14th Amendment. To rejoin the Union, all rebel Southern states had to ratify the new amendment. Declared adopted on July 28, 1868, the amendment nullified (voided) the Supreme Court's decision in *Dred Scott* which denied citizenship for black Americans. It also provided a constitutional basis for civil rights legislation. Ultimately the new amendment changed our constitution.

The Constitution, in its original form, served only as a restriction on the power of the federal government. The rights and protections against government power in the Bill of Rights did not apply to the actions of state governments. Protections against state power depended on each state's constitutions and laws. What rights and protections a person had depended on in which state a person lived.

The 14th Amendment contains the **due process clauses**. It forbids any *state* from depriving "any person ... life, liberty, or property without due process of law." And the due process clause applies to all "persons," not just citizens.

UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MICHIGAN

FILED- LN

March 25, 2024 4:07 PM
CLERK OF COURT
U.S. DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
BY: eod FILED BY: eod 3/26

JEFFREY RYAN FENTON,

PLAINTIFF

v.

VIRGINIA LEE STORY ET AL.,

DEFENDANTS

CASE NO. 1:23-cv-1097

EXHIBIT: TENNESSEE PETITION OF REMONSTRANCE ¹

I, Jeffrey Ryan Fenton, declare as follows:

1. My name is Jeffrey Ryan Fenton.
2. I am the Plaintiff in this federal lawsuit (CASE NO. 1:23-cv-1097).
3. Please file this Tennessee Petition of Remonstrance by John A. Gentry, in my case,

so that I can reference it in my lawsuit.

4. Source²: <https://wethepeoplev50.com/resource-documents>.

Pursuant to 28 U.S. Code § 1746, I declare under penalty of perjury that the foregoing is true and correct, to the best of my knowledge and belief.

Executed 2/12/2024



JEFFREY RYAN FENTON

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¹ <https://wethepeoplev50.com/blog/f/the-right-of-remonstrance-to-petition-for-redress-of-grievance>

² https://img1.wsimg.com/blobby/go/284f2c99-1340-42a2-b2e8-41a36b9c2ab0/downloads/1d179j87h_711144.pdf?ver=1706922086744

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In the One Hundred Eleventh Congressional
 Session & General Assembly
 Of
 The State of Tennessee

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JOHN ANTHONY GENTRY;
 SIMILARLY AGGRIEVED CITIZENS
 OF
 THE STATE OF TENNESSEE

ON PETITION OF GRIEVANCES OF THE PEOPLE & CITIZENS OF THE STATE
 OF TENNESSEE FOR: UNCONSTITUTIONAL & VOID STATUTES, FAILURE
 TO ADDRESS GRIEVANCES; JUDICIAL REFORM; RE-INSTITUTION OF
 CONSTITUTIONALLY GUARANTEED RIGHTS

PETITION OF REMONSTRANCE

JOHN A. GENTRY
 208 Navajo Court
 Goodlettsville, TN 37072
 (615) 351-2649
 john.a.gentry@comcast.net
sui juris

ORAL ARGUMENT DEMANDED

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